



MIDWEST CITY
MEETING AGENDAS FOR
August 09, 2016

STAFF BRIEFING

City Hall, Second Floor, Midwest City Council Conference Room, 100 N. Midwest Boulevard
Enter through S.W. door marked Council Chamber/Conference Room

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.

August 09, 2016 – 6:00 PM

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for August 09, 2016.



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

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.

August 09, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance – Councilmember Jeff Moore
- Community-related announcements
- Mayoral Proclamations for Retirees: Ronnie Jackson, Shelby Madison, and Sgt. Donnell Smith

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 July 26, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$6,050. Fire Fund, expenses/Fire (64) \$11,869. Jail Fund, expenses/Police (62) \$4,890. (Finance – F. Chen)
3. Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2016 through June 30, 2017 for \$220,774.80 per year. (Emergency Management - M. Bower)
4. Discussion and consideration of renewing the agreements with the City of Spencer and the Town of Jones for animal care services for fiscal year 2016-17. (Police Dept. - B. Clabes)
5. Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the City of Spencer and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. (Police Dept. - B. Clabes)

6. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year starting August 15, 2016 at a monthly rental rate of \$1,406.88 for the building located at 2425 South Douglas Boulevard. (Economic Development - R. Coleman)
7. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FY 2017-2020 Transportation Improvement Plan: Pedestrian Signal Project – Various Locations. (Community Development - P. Menefee)
8. Discussion and consideration of authorizing entering into a real estate lease agreement for the construction of the proposed trail system located along the rail road corridor extending west from Midwest Boulevard. At a cost of \$10 per year, the real estate lease agreement, with Stillwater Central Railroad L.L.C., is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Three (3), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
9. Discussion and consideration of accepting maintenance bond from H&H Plumbing and Utilities, Inc. in the amount of \$1,224.00 for the water line improvements installed in conjunction with the new Mathis Brothers Sleep Center located at 7503 S.E. 29th Street. (Community Development - P. Menefee)
10. Discussion and consideration of accepting maintenance bond from Southeast Plumbing and Backhoe, Inc. in the amount of \$560.00 for the water line improvements installed in conjunction with the new Raising Canes restaurant located at 2800 South Air Depot Boulevard. (Community Development - P. Menefee)
11. Discussion and consideration of awarding a bid and entering into a contract for FY 2016/2017 to purchase portland cement from Goddard Concrete cement in the amounts of \$94.00 per cubic yard, with 2% calcium \$99.00 per cubic yard and 3500lb portland cement in the amounts of \$100.00 per cubic yard, with 2% calcium \$105.00 per cubic yard. (Community Services - V. Sullivan)
12. Discussion and consideration of accepting the Midwest City Baseball Association FY 2015-16 financial statement. (Parks and Recreation - F. Gilles)
13. Discussion and consideration of accepting the Oklahoma Spartans Youth Organization 2015-16 financial statement. (Parks and Recreation - F. Gilles)
14. Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$.80 per mailing. (Community Services - V. Sullivan)
15. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobby's state-wide for FY 2016/2017 with Certified Folder Display Services, Inc. in the amount of \$4,762.03. (Community Services - V. Sullivan)

- [16.](#) Discussion and consideration of the reappointment of Max Wilson and Rick Lewis to the ADA Transition Plan Committee for additional three-year terms. (Community Development - B. Harless)
- [17.](#) Discussion and consideration of reappointing Casey Hurt to the Park Board for a three-year term. (Community Services - V. Sullivan)
- [18.](#) Discussion and consideration of declaring surplus one (1) 1995 Chevrolet 1 ton pickup truck, City inventory #09-03-05, VIN #1GCHC33K9SF003715; one (1) 1994 Chevrolet ½ ton Pickup truck, City inventory #09-02-18, VIN #1GOGC24K8RE171043; one (1) Chaovet Stage Designer 50 stage lighting control board; thirty two (32) 2' x 4' T-8 light fixtures; three (3) 2'x 2' T-8 light fixtures, from the Street Department and authorizing their disposal by sealed bid or auction. (Community Services - V. Sullivan)
- [19.](#) Discussion and consideration of declaring a fire department thermal imaging camera and 1999 Chevy Suburban Vin#3GKEC16R4XG540762 unit 07-02-03 surplus and authorizing their disposal by public auction. (Fire - Bert Norton)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. EXECUTIVE SESSION.

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

F. FURTHER INFORMATION.

- [1.](#) Discussion and consideration of approving and passing an ordinance amending the Midwest City Municipal Code, Chapter 42, trees, by amending article III, tree trimming, etc; Section 42-49, trimming; clearance; Section 42-50, dead or diseased tree removal within right-of-way; and Section 42-51, notice; and repealing Sections 42-52, hearing; 42-53, order to trim or remove; 42-54, work to be done by city forces or contract; 42-55, cost to be determined; 42-56, failure to pay costs certified to county treasurer; and placing those repealed sections into reserve for future use; and providing for repealer and severability. (Neighborhood Services - M. Stroh)

G. ADJOURNMENT.



CONSENT AGENDA



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

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

July 26, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr., Rick Dawkins, Pat Byrne, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Councilmember Sean Reed

Mayor Dukes called the meeting to order at 6:06 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for July 26, 2016. City Manager Guy Henson and Councilmembers McClure and Allen 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 6:49 p.m.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

July 26, 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., Rick Dawkins, Pat Byrne, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Councilmember Sean Reed

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 Allen. Councilmember Allen, Councilmember McClure, Mayor Dukes and City Manager Guy Henson made community-related comments and announcements.

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 special meeting of July 6, 2016, and the staff briefing and regular meeting of July 12, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Grants Fund, revenue/ Intergovernmental (06) \$17,878; expenses/Transfers Out (06) \$17,878; revenue/ Intergovernmental (21) \$7,500; expenses/Transfers Out (21) \$7,500; revenue/ Intergovernmental (41) \$204,500; expenses/Transfers Out (41) \$204,500; revenue/Intergovernmental (62) \$126,755; expenses/Police (62) \$105,480; revenue/Intergovernmental (87) \$60,424; expenses/Transfers Out (87) \$60,424; revenue/Intergovernmental (88) \$161,099; expenses/Disaster Relief (88) \$161,099. Dedicated Tax 2012 Fund, revenue/ Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (00) \$7,500. Reimbursed Projects Fund, expenses/Community Development (05) \$63,273; revenue/ Intergovernmental (14) \$15,001; expenses/Neighborhood Services (15) \$87,358; expenses/Housing (37) \$35,000; revenue/Intergovernmental (39) \$16,000; expenses/Stormwater (61) \$11,450; expenses/Fire (64) \$111; expenses/Economic (87) \$27,500.
3. Discussion and consideration of passing and approving Resolution No. 2016-13 releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budgets for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as

- supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.
4. Discussion and consideration of accepting the City Manager's Report for the month of June, 2016.
 5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2016.
 6. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$57,000 with RSM US, LLP to perform an audit of the City of Midwest City's governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2016 to include the performance of audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133, and approving and entering into a contract in an amount not to exceed \$3,500 with RSM US, LLP to compile the 2016 annual survey of city and town finances (SA&I Form 2643).
 7. Discussion and consideration of updating the City of Midwest City's company information with Heartland Payment Systems by designating Assistant City Manager Tim Lyon as the primary contact and authorized signer; City Manager J. Guy Henson as an authorized signer; and Staff Accountant Diana Spurlock as the secondary contact.
 8. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's 2015-16 Annual Report.
 9. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
 10. Discussion and consideration of entering into a Contract to Provide Employee Assistance Project and Related Services with Dan Benton, LPC for FY 2016/2017 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session.
 11. Discussion and consideration of approving and entering into a Statement of Work and Professional Services Agreement with ImageNet Consulting LLC in an amount not to exceed \$61,270.00 to design and implement a digital and automated system to implement Laserfiche Rio Enterprise Content Management system for Human Resources functions.

12. Discussion and consideration of approving and entering into a contract for FY 2016-17 in the amount of \$181,374.00 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City.
13. Discussion and consideration of approving Resolution No. 2016-12 establishing the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2017.
14. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the Town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.
15. Discussion and consideration of renewing the agreement with the Town of Forest Park for animal care services for fiscal year 2016-17.
16. Discussion and consideration of approving and entering into a maintenance contract with Automation Integrated in the amount of \$4,290.00 for the maintenance of the Police Department building automation and control systems for fiscal year 2016-17.
17. Discussion and consideration of 1) approving and entering into the 2016 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$70,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.
18. Discussion and consideration of renewing the agreement with the Town of Forest Park to provide emergency animal control services for fiscal year 2016-2017.
19. Discussion and consideration of approving and entering into a Fire Equipment Agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the County shall provide the City with certain firefighting equipment.
20. Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,096.00 and \$4,300.00, respectively, in regard to the water line and the sanitary sewer line improvements installed in conjunction with the new Soldier Creek Elementary school located at 9021 S.E. 15th Street.

21. Discussion and consideration of accepting the maintenance bond from Commercial Construction Services, L.L.C. in the amount of \$7,500.00 for the water line improvements installed in conjunction with Midwest City Elementary School located at 2211 South Midwest Boulevard.
22. Discussion and consideration of approving and entering into the FY 2017 Unified Planning Work Program contract with the Association of Central Oklahoma Governments for traffic count data collection.
23. Discussion and consideration of accepting the maintenance bond from Red Rock Utility, L.L.C. in the amount of \$5,666.03 for the sanitary sewer line improvements installed in conjunction with Autumn Creek Villas, Phase II subdivision.
24. Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
25. Discussion and consideration of confirming the Mayor's reappointment of Senator Dave Herbert and Russell Smith to continue to serve as Midwest City Urban Renewal Authority commissioners for additional three-year terms.
26. Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

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

Discussion Items.

1. **(PC-1873) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a church (low impact institutional; neighborhood related) in the R-6, Single Family Detached Residential, district for the properties described as a part of the NE/4 of Section 10, T-11-N, R-2-W, located at 1114 N. Myrtle Drive.** No one appeared before the Council during the public hearing. Motion was made by Dawkins, seconded by Byrne, to approve Resolution No. 2016-14. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
2. **(PC-1874) Public hearing with discussion and consideration of approval of the Replat of Lot 1, Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T-11-N, R-2-W.** Corey Jenkins, applicant, 14328 Maple Leaf

- Drive, Edmond, appeared before the Council during the public hearing. Motion was made by Dawkins, seconded by Byrne, to approve the replat. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
3. **(PC-1875) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development governed by the R-6, Single Family Detached Residential and R-2F, Two-Family Residential Districts to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying on the south side of NE 10th Street between Timber Road and Westminster Road in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Brad Reed, Crafton Tull, representing the applicant, 214 East Main, Oklahoma City, addressed the Council during the public hearing. Motion was made by Dawkins, seconded by Byrne, to approve Ordinance No.3278. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
 4. **(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 lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Community Development Director Billy Harless requested that this item be tabled to the August 23, 2016 Council meeting due to remaining drainage issues that must be resolved by the property owner. Motion was made by Dawkins, seconded by Moore, to table this item to the August 23, 2016 Council meeting. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
 5. **(MP-10) Public hearing with discussion and consideration of approval of the Olivas Business Park Minor Plat described as a part of the SE/4 of Section 28, T-12-N, R-2-W, located at 1285 N. Air Depot Blvd.** Joe Covey, Land surveyor with Dobson, Thompson, Mansfield, PLLC, 20 NE 38th, OKC representing the applicant addressed the Council during the public hearing. Motion was made by Dawkins, seconded by McClure, to approve the plat as submitted. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.
 6. **Discussion and consideration of approving and entering into a Memorandum of Understanding for 2016-17 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City.** Jane Sutter briefed the councilmembers and answered questions. Motion was made by McClure, seconded by Allen, to approve the Memorandum of Understanding after changing the hard numbers in the attachment to percentages. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Reed. Motion carried.

New Business/Public Discussion.

Glenn Goldschlager, 1409 Evergreen Circle addressed the council.

Executive session.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Bill Lott's Workers Compensation Case Nos. MWC14-1478, MWC14-1479, MWC15-4811, and MWC15-4813, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.
2. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Brian Iley's Workers Compensation Case No. MWC14-887, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.
3. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Motion was made by McClure, seconded by Allen, to go into executive session. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried. The councilmembers went into executive session at 7:36 p.m..

Councilmember Moore left the executive session at 7:59 p.m.

Mayor Dukes reconvened the meeting in open session at 8:21 p.m. Motion was made by Dawkins, seconded by Allen to authorize the city manager to take action as discussed in the executive session. Voting aye: McClure, Byrne, Dawkins, Allen, and Mayor Dukes. Nay: none. Absent: Reed and Moore. Motion carried.

Councilmember Moore rejoined meeting at 8:22 p.m.

Adjournment.

There being no further business, motion was made by Dawkins, seconded by McClure, to adjourn. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Reed. Motion carried. The meeting adjourned at 8:22 p.m.

ATTEST:

MATTHEW D. DUKES II, Mayor



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: August 9, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$6,050. Fire Fund, expenses/Fire (64) \$11,869. Jail Fund, expenses/Police (62) \$4,890.

The first supplement is needed to increase budget for the SE 15th and Douglas Intersection Project to cover costs for lowering conduit for wheelchair ramps. The second supplement is needed to increase budget in Fire supplies account to estimated amount needed for fiscal year to be funded from fund balance including two donations received in June of fiscal year 2015-2016. The third supplement is needed to budget annual maintenance for Jail finger print machine.

Frank Chen

Frank Chen

Deputy Finance Director

SUPPLEMENTS

August 9, 2016

Fund 2002 GO STREET BOND (269)		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>
69	Street Bond			6,050	
		<u>0</u>	<u>0</u>	<u>6,050</u>	<u>0</u>

Explanation:
Increase budget for SE 15th & Douglas Intersection Project to cover costs for lowering conduit for wheelchair ramps. Funding to come from fund balance.

Fund FIRE (040)		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>
64	Fire			11,869	
		<u>0</u>	<u>0</u>	<u>11,869</u>	<u>0</u>

Explanation:
Increase budget for supplies account to estimated amount needed for fiscal year. Funding to come from fund balance including two donations received in June of fiscal year 15-16: Midwest City Leadership Group (\$3,000) and Junior Service League (\$3,875).

Fund JAIL (036)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			4,890	
		<u>0</u>	<u>0</u>	<u>4,890</u>	<u>0</u>

Explanation:
To budget annual maintenance for Jail finger print machine. Funding to come from fund balance.



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: August 9, 2016

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2016 through June 30, 2017 for \$220,774.80 per year.

Alliance Health Midwest agrees to pay City of Midwest City \$220,774.80 for dispatching of Alliance Health Ambulance Service which includes \$5,000.00 for GEO Safe services. This amount shall be divided into twelve equal payments of \$18,397.90. Staff recommends approval.

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

Mike Bower
Emergency Manager

PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between AllianceHealth Midwest, hereinafter referred to as Hospital, and the City of Midwest City, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the Alliance Health Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

Whereas, the City operates an Emergency 911 answering service which provides a Primary Service Answering Point for the emergency services provided to the citizens of Midwest City and customers of the Ambulance Service, hereinafter referred to as the PSAP; and

Whereas, the Hospital and the City desire to enter into an agreement wherein the PSAP shall serve as the primary answering point and dispatch center for the Ambulance Service;

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants, obligations and stipulations set out herein, agree as follows:

1. Term of Agreement. This agreement shall commence on July 1, 2016 and shall expire on June 30, 2017, unless sooner terminated as provided herein.

2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven days a week. The City shall provide all personnel and equipment required to staff and manage the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.

3. Mutual Aid Agreements. Both the City and the Hospital are hereby authorized to enter into Mutual Aid Agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.

4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e., the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each such scheduled evaluation.

5. Consideration. The Hospital agrees, in addition to the provision of ambulance service within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal monthly payments, which shall be due and payable to the City on or before the 15th day of the month

following the receipt of the preceding month's PSAP service. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.

6. Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no event shall the renegotiated rate be less than the rate provided herein, nor shall the renegotiated rate exceed the actual increased labor, materials, supplies and equipment cost incurred by the City to provide the PSAP service required herein.

7. Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.

8. Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.

9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold the Hospital harmless for any errors, omissions, mistakes or negligence committed by the City which result in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts or omissions of the City, the City agrees to indemnify the Hospital for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.

10. Effective Date. This agreement shall become effective the 1st day of July 2016. Services required shall commence on the effective date hereof.

11. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations or modifications shall be effective unless reduced to writing and signed by all parties hereto.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City the ____ day of _____, 2016 and by Alliance Health Midwest Medical Center, LLC, on the ____ day of _____, 2016.

CITY OF MIDWEST CITY

Mathew D. Dukes II, Mayor


ATTEST:

Sara Hancock, City Clerk

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

KATHERINE BOLLES, City Attorney

Alliance Health Midwest Medical Center,
LLC dba MIDWEST REGIONAL
MEDICAL CENTER



DAMON BROWN, Chief Executive Officer

ATTEST:

Secretary

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

Hospital Legal Counsel



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: August 9, 2016

SUBJECT: Discussion and consideration of renewing the agreements with the City of Spencer and the Town of Jones for animal care services for fiscal year 2016-17.

With the renewal of these agreements, a sample of which is attached, the City of Midwest City will continue to house and care for the animals that the City of Spencer and the Town of Jones may bring to Midwest City's animal welfare facility for fiscal year 2016-17.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

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

This Agreement is made and entered into this 21st day of July, 2016, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the City of Spencer, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. "D/A" shall mean dead animals.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Sunday through Saturday 8:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
- c. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.

6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.

7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.

8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.

9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:

- a. Eighty-five dollars (\$85.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

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

10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.

11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.

12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.

13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.

14. Midwest City shall have the right to refuse any animal due to health or overcrowding.

15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.

17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.

18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination,

de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.

19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*

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

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

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

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

24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:


Sara Hancock, City Clerk

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

Mary Ann Karns, Acting City Attorney

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

CITY OF SPENCER



Mayor

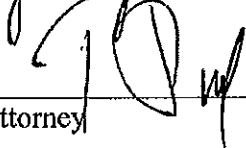
ATTEST:



City Clerk

Manager

Approved as to form and legality this 21st day of July, 2016.



City Attorney



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: August 9, 2016

SUBJECT: Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the City of Spencer and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

The Midwest City Police Department requests the Council to renew the current agreements with the City of Spencer and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. With these agreements, a sample of which is attached, this will allow the Midwest City Police Department jail facility to hold adult prisoners for these cities at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. The terms of the agreement shall be from July 1, 2016 through June 30, 2017.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2016 by and between the **City of Spencer**, Oklahoma a municipal corporation (hereinafter referred to as "Spencer"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the "Jail"); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2016 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2017. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A "Spencer prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Spencer municipal convictions and/or any other person that is otherwise held solely at the request of Spencer police.
- B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a Spencer police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Spencer prisoners when all state charges

have been declined or disposed of and the prisoner is being held only for Spencer municipal charge(s) or Spencer municipal conviction(s), or otherwise held at the request of Spencer police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Spencer prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Spencer's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Spencer agrees to pay Midwest City fifty-four dollars (\$54.00), prorated to the closest hour interval, per Spencer prisoner or hold for municipal/state prisoner per day the Spencer prisoner or hold for municipal/state prisoner is held on behalf of Spencer. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Spencer prisoner upon entry into the jail. If the Spencer prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Spencer prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Spencer municipal ordinances or Oklahoma state statutes, or otherwise held for Spencer police.
- B. Midwest City agrees to prepare and submit to Spencer monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Spencer agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Spencer prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Spencer law enforcement officers and Spencer's agents, in the pursuance of their official duties, as approved by the Spencer chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Spencer assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Spencer access, at all times, to Spencer prisoners or hold for municipal/state prisoners. Spencer assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Spencer until such time as they are returned to the Jail by Spencer.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Spencer prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Spencer agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Spencer prisoners or hold for municipal/state prisoners when so required by the Spencer Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Spencer to Midwest City upon Spencer's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Spencer's financial responsibility for Spencer prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Spencer prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Spencer for the posting of bonds for those persons charged with violations of Spencer ordinances. All fines/bonds will be posted with the Spencer municipal court clerk. Spencer will be responsible for authorization of all own-recognizance bonds on Spencer prisoners. Spencer municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Spencer prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Spencer's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Spencer prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Spencer will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Spencer prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Spencer ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Spencer prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Spencer agrees to provide transportation to and from medical facilities outside of the Jail for any Spencer prisoner or hold for municipal/state prisoner by a law

enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Spencer and to Midwest City at the following addresses:

- | | |
|------------------------------|--|
| If to Spencer: | City Clerk
City of Spencer
P.O. Box 660
Spencer, Oklahoma 73084 |
| With a copy to police chief: | Chief of Police
City of Spencer
P.O. Box 660
Spencer, Oklahoma 73084 |
| If to Midwest City: | City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110 |
| With a copy to police chief: | Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110 |

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Spencer in a timely manner. This provision does not intend or create any liability and/or indicate that Spencer has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Spencer prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Spencer personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Spencer to the same extent as Spencer safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

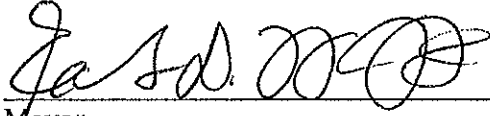
19. Transportation of Spencer Prisoners. Spencer hereby assumes responsibility for the transportation of Spencer prisoners to all municipal court appearances and shall hereby coordinate with the Spencer municipal judges for the posting of bonds for those persons charged with violations of Spencer ordinances. Spencer hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

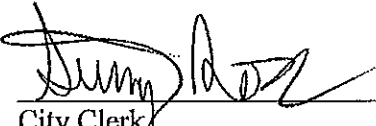
PASSED AND APPROVED by the mayor and council of the City of Spencer, Oklahoma on the _____ day of _____, 2016 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2016.

CITY OF SPENCER, OKLAHOMA,
a municipal corporation



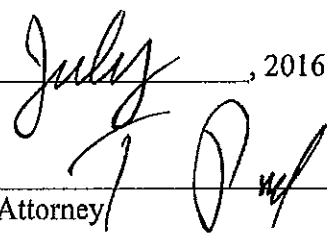
Mayor

ATTEST:



City Clerk

Approved as to form and legality this 21st day of July, 2016.



City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Mary Ann Karns, Acting City Attorney



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: August 09, 2016

SUBJECT: Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year starting August 15, 2016 at a monthly rental rate of \$1,406.88 for the building located at 2425 South Douglas Boulevard.

Michael Silsby has agreed to renew the lease for the building that formerly served as home of the Stormwater Quality office. His business, Silsby Media, applies wraps on vehicles and has been successful at the South Douglas Blvd. location.

Attached for your review is a draft of a Lease Agreement memorializing the terms staff and Mr. Silsby have negotiated. Silsby Median has previously absorbed four consecutive annual lease increases of 3% each and no increase is recommended for this year. Mr. Silsby has been a good tenant for the property in that the City didn't have to perform any tenant finish prior to his taking possession. His business is a very clean industry requiring very little outdoor storage oand is a sales tax collection point.

Staff recommends approval.

Robert B. Coleman
Director of Economic Development

Attachment: 2016 – 2017 Lease Agreement

LEASE AGREEMENT

This Lease is made and entered into on the _____ day of August, 2016, wherein the City of Midwest City, a municipal corporation, is referred to as "Lessor" and Michael Silsby, a sole proprietor, d/b/a Silsby Media, is referred to as "Lessee."

WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

A tract of land known as 2425 South Douglas Boulevard, Midwest City, Oklahoma County, Oklahoma, being a part of the Southeast Quarter (SE/4) of Section 11, Township 11 North, Range 2 West, Oklahoma County, Oklahoma, more particularly described as follows: Beginning 588 feet South and 60 feet West of the NE/C of the SE/4; thence West 150 feet; thence South 150 feet; thence East 150 feet; thence North 150 feet to the place of beginning, containing 0.5165 acres, more or less,

including the 2,400 square foot building and appurtenant parking lot thereon, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as a commercial space for the application of vehicle wraps. Lessee's continuing possession of the Leased Premises shall be conclusive evidence that Lessee continues to accept the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties.

1. Term of Lease. The term of this Lease shall be for one year beginning on August 15, 2016. Lessee may request to renew this Lease for additional terms provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not he intends to renew this Lease.
2. Rent. Rent shall commence on August 16, 2016. The annual rent that Lessee shall pay to Lessor shall be the sum of sixteen thousand, eight hundred, eighty-two and 56/100 dollars (\$16,882.56), with monthly installments being fourteen hundred, six and 88/100 dollars (\$1,406.88).
3. Parking lot. Lessor agrees to furnish as an appurtenance of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.
4. Utilities. During the term of this Lease, Lessee shall be responsible for managing and paying for all utility services required at the Leased Premises.
5. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 2,400 square foot building including, but not limited to, the foundation, walls, roof,

sewer service lines, sidewalks and exterior painting, and all plumbing, electrical and gas installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of any plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.

6. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at his own expense at least twice each year, proof of which he shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.

7. Improvements; fixtures. All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.

8. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as a location for Lessee's business, a place for the application of vehicle wraps. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises, including vehicles on which Lessee is working. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

9. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged

portion of the Leased Premises in as good condition as prior to such casualty in which case this Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.

10. Indemnity; insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, his employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises with limits of not less than \$500,000 for each person and \$1,000,000 for each occurrence, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.

11. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.

12. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: City Clerk

or to Lessee at:

2425 South Douglas Boulevard
Midwest City, Oklahoma 73130

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

13. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

14. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of

the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease.

CITY OF MIDWEST CITY, a municipal corporation ("Lessor")

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

MARY ANN BELLAH, Acting City Attorney

MICHAEL SILSBY, a sole proprietor, dba Silsby Media ("Lessee")

MICHAEL SILSBY



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : August 9th, 2016

SUBJECT : Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FY 2017-2020 Transportation Improvement Plan:
Pedestrian Signal Project – Various Locations.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FY 2017-2020 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

Pedestrian Signal Project, Phase II – Various Locations
Preliminary cost estimate - \$520,000

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachment

**RESOLUTION PROGRAMMING SURFACE TRANSPORTATION PROGRAM
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the 9th day of August, 2016, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

RESOLUTION _____

WHEREAS, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Pedestrian Signal Project, Phase II, Various Locations, and

WHEREAS, the engineer's preliminary estimate of cost is \$520,000, and Federal participation under the terms of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, the City proposes to use the Capital Improvements Project Fund (157) as the source of funds for the balance of the project costs, and

WHEREAS, the City has arranged for the Jacobs Engineering Group, INC., a qualified engineer to furnish engineering services in the preparation of detailed plans, specifications and estimates, and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, the City agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff from this project. Further, if required, the City/Town/County agrees to file jointly, with the Department and the contractor, the general National Pollutant Discharge Elimination System (NPDES) permit with the EPA which authorizes the storm water discharges associated with activity from the construction site identified in this resolution, and

WHEREAS, the City further agrees to deposit with the Oklahoma Department of Transportation the matching funds required within thirty (30) days after approval by the Federal Highway Administration,

NOW, THEREFORE, BE IT RESOLVED: That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

Mayor

ATTEST:

City Clerk

* * * * *

Note: Each completed **resolution** (with original signatures or a certified copy), an engineer's preliminary **cost estimate** (cost estimate must be no older than 6 months prior to the date of the resolution) and a **site map** is to be submitted to the Metropolitan Planning Organization (MPO) at the following address. The MPO will forward the resolution to the Oklahoma Department of Transportation for programming.

Association of Central Oklahoma Governments
Attention: Holly Massie
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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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: August 9th, 2016

Subject: Discussion and consideration of authorizing entering into a real estate lease agreement for the construction of the proposed trail system located along the rail road corridor extending west from Midwest Boulevard. At a cost of \$10 per year, the real estate lease agreement, with Stillwater Central Railroad L.L.C., is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Three (3), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This real estate lease agreement allows for the construction of the portion of the proposed Rail with Trail system that's going to extend west from Midwest Boulevard to the Midwest City high school property located on Maple Drive.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

REAL ESTATE LEASE AGREEMENT

THIS LEASE dated as of **July 12, 2016** between, **STILLWATER CENTRAL RAILROAD, LLC, 315 West 3rd Street, Pittsburg, Kansas 66762** (“Lessor”) and **CITY OF MIDWEST CITY, 100 North Midwest Boulevard, Midwest City, Oklahoma 73110** (“Lessee”).

For and in consideration of the mutual benefits and obligations set forth in this Lease, the Parties agree to be bound as follows:

1. LEASED PROPERTY.

Lessor hereby leases to Lessee the property (“Property”) (sometimes referred to as the “Leased Premises”) located in the City of Midwest City, County of Oklahoma and State of Oklahoma and more particularly described in Exhibit A to this lease. Walking trail will be from SE 15th Street to Maple Drive along abandoned rail corridor.

2. TERM.

The term of this Lease (“Lease Term”) shall commence at 12:01 a.m. on **January 1, 2017** (“Commencement Date”) and shall last for a period of one year ending at 11:59 a.m. on the date immediately preceding the anniversary date of the Commencement date **December 31, 2017** (“Termination Date”). The Lease will automatically renew annually unless earlier terminated by either party with thirty (30) days written notice.

3. RENT.

3.1 Rent for the Leased Premises (“Rent”), shall be **\$10.00** per year, payable annually, in advance, on the Commencement Date and each subsequent anniversary thereof, subject to increases as provided for in Exhibit B. Lessee shall send all payments to Watco Transportation Services Attn: Real Estate Dept. **315 W. 3rd ST. Pittsburg, KS 66762** or to such other address as Lessor may indicate by written notice to Lessee in accordance with the terms of this Lease.

3.2 Lessee shall make all payments without prior demand, setoff, or counterclaim. Lessor may apply each payment when received in such order as Lessor may determine, regardless of any rule, law, practice or custom between Lessor and Lessee. No payment shall operate as an accord and satisfaction, notwithstanding any statement or endorsement accompanying such payment.

3.3 If Lessee does not make the payments for a period of thirty (30) days from the day same shall have been due and payable, then Lessee shall pay a service charge at the rate of 1.5% per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is less) on the amount of any such unpaid amount. Notwithstanding the foregoing, in the event Lessee does not make a payment for a period of sixty (60) days from the day same shall have been due and payable, then Lessee shall give up all rights upon its non-payment and Lessor shall have the right to terminate this Lease immediately.

4. **USE.**

4.1 Lessee shall use the Leased Premises solely for a walking trail and for no other purpose ("Use"), without the prior written consent of Lessor.

4.2 Neither Party shall allow the Leased Premises to be used by any other person or firm without the prior written consent of the other Party.

4.3 Lessee shall, at its sole cost and expense, promptly comply with all present and future laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any governmental authority or court of competent jurisdiction affecting the Use and condition of the Leased Premises and any equipment placed or used thereon and Lessee's operations and activities on the Leased Premises ("Legal Requirements"). Lessee shall obtain all permits required by any federal, state, municipal or other governmental entity necessary for Industry's Use of the Leased Premises as outlined in this Section.

5. **RESERVED FACILITIES.**

5.1 Lessor reserves the right to operate, maintain, repair, replace, augment, or relocate (provided that said relocation does not unreasonably interfere with Lessee's Use of the Leased Premises for the purposes set forth in Section 4) any Reserved Facilities, as defined in Section 5.2, existing within or adjacent to the Leased Premises. This Lease is subject and subordinate to any right which Lessor or any easement holder, lessee, or licensee of Lessor may have in the Reserved Facilities. Lessee shall not interfere with the maintenance or operation of the Reserved Facilities, or the rights of any easement holders, lessees, or licensees with respect thereto.

5.2 "Reserved Facilities" means existing tracks, pipes, conduits, thoroughfares, roads, tunnels, electric communication and signal transmission lines and poles and guys for such lines, and any other facilities of similar nature on, above or below the ground, belonging to any party whomsoever.

5.3 Lessor reserves the right to use the Leased Premises provided that such use does not unreasonably interfere with the Use thereof by Lessee.

5.4 Lessee shall maintain prescribed clearances for all railroad tracks on or adjacent to the Premises. All such clearance areas shall be kept free of any obstruction.

6. **TAXES AND ASSESSMENTS.**

Lessor is responsible for the payment of real estate property taxes. Lessee is responsible for all other taxes and assessments (as presently charged or amended in the future) associated with its Use of the Leased Premises. Lessee shall keep the Leased Premises free and clear of any liens or judgments for unpaid taxes and assessments for which Lessee is responsible.

7. **UTILITIES.**

Lessee, at its sole cost and expense (including fees for permits and similar documents), shall obtain all utility services required or desired by Lessee, including the installation of meters and submeters if none exist. Lessee shall be responsible for all charges for utilities consumed by, and supplied to, Lessee by the provider thereof. To the extent any existing utility services on the Leased Premises are used by Lessee with Lessor's prior, written consent, and are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion of the cost of the utility services.

8. **CONDITION OF PREMISES AND MAINTENANCE.**

8.1 Lessee has fully inspected and accepts the Leased Premises in "as is" condition. Lessor makes no representations as to the zoning, condition, utility, or fitness of the Premises for any use.

8.2 Lessee shall perform all maintenance (including without limitation snow and ice removal) and repairs necessary to keep the Premises and any improvements now or hereafter existing thereon (including without limitation any adjacent walkways, roads, and parking areas) in good order and in safe condition. Lessor shall have no obligation whatsoever to maintain or repair the Premises.

9. **SIGNS AND IMPROVEMENTS.**

Lessee shall not place any sign, advertising, or improvements on the Leased Premises without the prior written consent of Lessor. If Lessee fails to remove improvements and other property of Lessee and of any other party following lease termination or expiration, Lessor may elect to retain such improvements or property, or enter the Leased Premises and raze or remove same and Lessee hereby waives any claim or right of action with respect thereto. Lessee shall pay Lessor all of Lessor's costs related to such razing or removal, including without limitation storage and transportation. Lessee shall indemnify, defend and save harmless Lessor from and against any claim or action by any party brought or asserted against Lessor with respect to such retention, razing, or removal.

10. **ASSIGNMENT AND SUBLETTING.**

Lessee shall not assign, license or transfer any portion of Lessee's interest in this Lease or the Leased Premises without the prior written consent of Lessor, and any attempt to do so without such consent shall render same null and void. Lessee shall not permit any security interest in any third party to attach to the Leased Premises or any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without the prior written consent of Lessor, and any attempt to do so without such consent shall render same null and void.

11. **LIABILITY.**

11.1 EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LESSOR, LESSEE SHALL RELIEVE, INDEMNIFY, AND DEFEND LESSOR AGAINST AND FROM ALL EXPENSES, DAMAGES, ACTIONS, FINES, PENALTIES, CLAIMS, JUDGEMENTS, SETTLEMENTS, AND DEMANDS OF EVERY KIND OR NATURE, INCLUDING REASONABLE COUNSEL, INVESTIGATOR AND EXPERT FEES, ARISING OUT OF ANY FAILURE BY LESSEE TO PERFORM ANY OF

THE AGREEMENTS, TERMS, COVENANTS, OR CONDITIONS OF THIS LEASE, AND ANY BODILY INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE TO OR OF ANY PERSON OR ENTITY THAT COMES UPON THE LEASED PREMISES OR APPURTENANCES THERETO, OR ON OR UNDER THE WALKWAYS, ROADWAYS, SIDEWALKS, CURBS, OR LOADING AREAS CONTIGUOUS THERETO, HOWEVER OCCURRING, AND ALSO FOR ANY MATTER GROWING OUT OF THE CONDITION, OCCUPATION, MAINTENANCE, ALTERATION, REPAIR, USE, OR OPERATION OF THE LEASED PREMISES OR APPURTENANCES THERETO OR ANY PART THEREOF, OR OF THE WALKWAYS, ROADWAYS, SIDEWALKS, CURBING, AND LOADING AREAS CONTIGUOUS THERETO.

11.2 LESSOR SHALL RELIEVE, INDEMNIFY, AND DEFEND LESSEE AGAINST AND FROM ALL EXPENSES, DAMAGES, ACTIONS, FINES, PENALTIES, CLAIMS, JUDGMENTS, SETTLEMENTS, AND DEMANDS OF EVERY KIND OR NATURE, INCLUDING REASONABLE COUNSEL, INVESTIGATOR AND EXPERT FEES, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LESSOR.

11.3 THE NEGLIGENT ACTS OR OMISSIONS OF ANY TENANT, INVITEE, LICENSEE, EMPLOYEE, CONTRACTOR, AGENT OR GRANTEE OF LESSEE OCCURRING ON THE LEASED PREMISES SHALL BE DEEMED THE NEGLIGENCE OF THE LESSEE. THE NEGLIGENT ACTS OR OMISSIONS OF ANY TENANT, INVITEE, LICENSEE, EMPLOYEE, CONTRACTOR, AGENT OR GRANTEE OF LESSOR OCCURRING ON THE LEASED PREMISES SHALL BE DEEMED THE NEGLIGENCE OF THE LESSOR.

11.4 LESSEE AND LESSOR SHALL PAY PROPORTIONATE SHARES OF THE LOSS THAT ARISES OUT OF THE JOINT OR CONCURRING NEGLIGENCE OF LESSEE AND LESSOR; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS IMPAIRING THE RIGHT OF EITHER PARTY TO SEEK CONTRIBUTION OR INDEMNIFICATION FROM A THIRD PERSON.

12. ENVIRONMENTAL COMPLIANCE.

12.1 RESPONSIBILITY FOR ENVIRONMENTAL CLAIMS (AS DEFINED IN SECTION 12.5) AS BETWEEN THE PARTIES SHALL BE BORNE AS FOLLOWS:

- (I) LESSOR SHALL BE RESPONSIBLE FOR ENVIRONMENTAL CLAIMS ARISING FROM: (A) ENVIRONMENTAL CONDITIONS EXISTING ON THE LEASED PREMISES PRIOR TO THE DATE OF THIS LEASE, OR (B) USE OF THE LEASED PREMISES BY LESSOR OR ITS LICENSEES OR CONTRACTORS FROM AND AFTER THE DATE OF THIS LEASE PURSUANT TO SECTION 4 AND SECTION 5 UNLESS SUCH ENVIRONMENTAL CLAIMS ARISE FROM LESSEE'S NEGLIGENCE IN WHICH EVENT LESSEE SHALL BE LIABLE AS SET FORTH IN SECTIONS 12.1(II) OR 12.1(III), OR (C) ITS FAILURE, OR THAT OF ITS LICENSEES OR CONTRACTORS, TO COMPLY WITH ITS OBLIGATIONS UNDER THIS LEASE WHEN SUCH FAILURE IS A CONTRIBUTING CAUSE TO SUCH**

ENVIRONMENTAL CLAIMS.

- (II) LESSEE SHALL BE RESPONSIBLE FOR ENVIRONMENTAL CLAIMS ARISING FROM: (A) ENVIRONMENTAL CONDITIONS ON THE LEASED PREMISES FROM AND AFTER THE DATE OF THIS LEASE, OR (B) THE USE OF OR PRESENCE UPON THE LEASED PREMISES OF LESSEE, OR THAT OF ITS CONTRACTORS, INVITEES OR ANY UNAUTHORIZED THIRD PARTY; OR (C) ITS FAILURE, OR THAT OF ITS LICENSEES OR CONTRACTORS, TO COMPLY WITH ITS OBLIGATIONS UNDER THIS LEASE WHEN SUCH FAILURE IS A CONTRIBUTING CAUSE TO SUCH ENVIRONMENTAL CLAIMS.**

- (III) THE PARTIES HERETO SHALL BEAR IN PROPORTIONATE SHARES RESPONSIBILITY FOR ENVIRONMENTAL CLAIMS ARISING FROM THE JOINT RESPONSIBILITY OF LESSOR AND LESSEE AS SET FORTH IN SECTIONS 12.1(I) AND 12.1(II).**

12.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.1(III), THE PARTY WHICH IS RESPONSIBLE SHALL RELEASE THE OTHER PARTY FROM ALL RESPONSIBILITY FOR SUCH ENVIRONMENTAL CLAIMS AND SHALL DEFEND, INDEMNIFY, PROTECT AND SAVE HARMLESS THE OTHER PARTY FROM AND AGAINST ALL SUCH ENVIRONMENTAL CLAIMS.

12.3 LESSEE SHALL GIVE IMMEDIATE WRITTEN NOTICE TO LESSOR OF ANY RELEASE OF HAZARDOUS SUBSTANCES ON OR FROM THE LEASED PREMISES, ANY VIOLATION OF ENVIRONMENTAL LAWS, INSPECTION OR INQUIRY OF GOVERNMENTAL AUTHORITIES CHARGED WITH ENFORCING ENVIRONMENTAL LAWS WITH RESPECT TO LESSEE'S USE OF THE LEASED PREMISES, OR ANY CONDITION OR ACTIVITY ON THE LEASED PREMISES WHICH CREATES A RISK OF HARM TO PERSONS, PROPERTY OR THE ENVIRONMENT.

12.4 IN THE EVENT ANY CLEANUP, RESPONSE, REMOVAL OR REMEDIATION OF ANY ENVIRONMENTAL CONDITION IS REQUIRED BY A GOVERNMENTAL ENTITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "RESPONSE ACTION"), LESSEE SHALL NOT BE ENTITLED TO ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, BY REASON OF THE RESPONSE ACTION'S INTERFERENCE WITH LESSEE'S USE OF THE LEASED PREMISES. IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED PREMISES BEING RENDERED UNUSABLE BY LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4 FOR A PERIOD IN EXCESS OF 5 CONSECUTIVE DAYS, THE BASE RENT SHALL BE REDUCED PRO RATA TO REFLECT THE PORTION OF THE LEASED PREMISES RENDERED UNUSABLE; HOWEVER, THERE SHALL BE NO ABATEMENT IN THE BASE RENT FOR ANY INTERFERENCE WITH LESSEE'S USE OF THE LEASED PREMISES DUE TO A RESPONSE ACTION FOR WHICH LESSEE IS EITHER PARTIALLY OR WHOLLY RESPONSIBLE PURSUANT TO SECTIONS 12.1(II) OR 12.1(III). IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED

PREMISES BEING RENDERED UNUSABLE TO LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4, FOR WHICH LESSEE IS NEITHER PARTIALLY OR WHOLLY RESPONSIBLE, FOR A PERIOD IN EXCESS OF 30 CONSECUTIVE DAYS, THE BASE RENT SHALL CONTINUE TO BE REDUCED PRO RATA AS OUTLINED ABOVE IF ANY RESPONSE ACTION RESULTS IN A PORTION OF THE LEASED PREMISES BEING RENDERED UNUSABLE TO LESSEE FOR THE PURPOSES SET FORTH IN SECTION 4, FOR WHICH LESSEE IS NEITHER PARTIALLY OR WHOLLY RESPONSIBLE, FOR A PERIOD IN EXCESS OF 120 CONSECUTIVE DAYS, THE BASE RENT WILL CONTINUE TO BE REDUCED PRO RATA AS OUTLINED ABOVE PLUS LESSEE SHALL HAVE THE OPTION OF TERMINATING THIS LEASE. LESSEE SHALL PERMIT LESSOR AND ITS CONTRACTORS FULL, UNRESTRICTED AND UNCONDITIONAL ACCESS TO THE LEASED PREMISES FOR THE PURPOSE OF COMPLETING OR ENGAGING IN A RESPONSE ACTION FOR WHICH LESSOR HAS ANY RESPONSIBILITY OR, AT LESSOR'S OPTION, A RESPONSE ACTION FOR WHICH LESSEE IS RESPONSIBLE PURSUANT TO SECTIONS 12.1(II) OR 12.1(III) SHOULD LESSEE FAIL TO DILIGENTLY PURSUE AND COMPLETE SUCH RESPONSE ACTION TO THE SATISFACTION OF LESSOR. LESSOR'S COMPLETION OF ANY OF LESSEE'S OBLIGATIONS HEREUNDER SHALL NOT BE DEEMED A WAIVER OF LESSEE'S OBLIGATIONS UNDER THIS LEASE. LESSOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONDUCT REASONABLE INSPECTIONS OF LESSEE'S RESPONSE ACTION AND LESSEE SHALL PROVIDE LESSOR ALL INFORMATION REQUESTED BY LESSOR REGARDING LESSEE'S RESPONSE ACTION OR ANY ENVIRONMENTAL CLAIMS FOR WHICH LESSEE IS RESPONSIBLE.

12.5 THE TERM "ENVIRONMENTAL CLAIMS" MEANS ANY CLEANUP, RESPONSE, REMOVAL OR REMEDIATION REQUIRED BY A GOVERNMENTAL ENTITY, RELATED TO ANY ENVIRONMENTAL CONDITIONS AFFECTING THE AIR, SOIL, SURFACE WATERS, GROUND WATERS, STREAMS, SEDIMENTS AND SIMILAR ENVIRONMENTAL CONDITIONS CAUSED BY, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THIS LEASE.

13. INSURANCE.

13.1 Lessee shall maintain continuously in effect a policy of comprehensive general liability insurance, including contractual liability covering the liability assumed by Lessee under the provisions of this Agreement, including but not limited to the provisions of Sections 11 and 12 hereof. Such insurance shall be in limits of not less than \$2,000,000.00 combined single limit, bodily injury and property damage liability each occurrence. Lessee shall furnish to Lessor certificates evidencing such insurance in companies and form acceptable to Lessor and providing not less than thirty (30) days' notice of cancellation or any material change in coverage.

13.2 (a) If the Leased Premises consist of a building or other similar improvements owned by Lessor, Lessee shall pay the premium for fire and casualty insurance on the leased premises, and Lessee shall not do anything in or about said premises which will cause the cancellation of such insurance. At the request of Lessor, Lessee shall provide Lessor with a copy of Lessee's fire and casualty insurance policy.

(b) Lessee shall indemnify, save and keep harmless Lessor from all cost, damages, losses and expenses (including attorney's fees) suffered by Lessor and/or by the properties and improvements owned by Lessor as a result of the negligence of the Lessee, its customers, agents or employees and/or resulting from the failure of Lessee to comply with the terms and provisions of this Lease or with Lessee's duties and obligations as herein provided.

(c) Except if damaged by reason of negligence of the Lessor, its agents or employees, or failure of Lessor to comply with the obligations assumed by Lessor herein, Lessee assumes sole risk for all buildings and improvements on the leased premises at all times during the term of this Lease.

13.3 All risk insurance on the property of the Lessee, or in Lessee's care, custody and control shall contain a waiver of subrogation against Lessor.

13.4 If the leased premises consist of a building or other similar improvements owned by Lessor, and the leased premises shall be partly damaged or totally destroyed by fire or any other cause, other than caused by the negligence of the Lessor, its customers, agents or employees and/or resulting from the failure of Lessor to comply with the terms and provisions of this Lease or with Lessor's duties and obligations as herein provided, Lessee shall, at Lessee's expense, immediately restore such damage. The rent accruing during such restoration shall not be abated.

14. CONDEMNATION.

Subject to Lessee's right to recover from Lessor an amount equal to the depreciated value of the improvements that were placed on the Leased Premises by Lessee with Lessor's consent, if all or any part of the Leased Premises shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, Lessor may terminate this Lease as of the date when possession is taken. Subject to the above, all damages awarded for such taking shall belong to and be the property of Lessor and Lessee shall have no claim against Lessor by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Lessor as a result of any such taking. In addition to the above, Lessee may make claims against the condemning authority for moving expenses, loss of fixtures, or other matters which do not affect the award otherwise payable to Lessor so long as such claim does not reduce the award otherwise payable to Lessor.

15. DEFAULTS AND REMEDIES.

15.1 Should Lessee default in: (1) fulfilling any of the covenants or obligations of this Lease other than the covenants for making payments; or (2) if the Leased Premises become vacant or deserted; or (3) if the Leased Premises are damaged by reason of negligence or carelessness of Lessee, or its agents, then, in any one or more of such events, upon Lessor serving a thirty (30) day notice upon Lessee specifying the nature of said default, and upon the expiration of said thirty (30) days, if Lessee shall have failed to remedy such default, or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period and Lessee has not diligently commenced curing such default within such thirty (30) day period and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Lessor may serve a three (3) day notice of termination of this Lease upon Lessee, and upon the expiration of said three (3) days, this Lease and the Lease Term hereunder shall end and expire and Lessee shall then quit and surrender the Leased Premises to Lessor.

15.2 If the notice provided for in Section 15.1 hereof shall have been given, and the term shall have expired as aforesaid; or (i) if Lessee shall default in making a timely payment as herein provided; or (ii) if any execution or attachment shall be issued against Lessee or any of Lessee's property whereupon the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee; or (iii) if there occurs a Bankruptcy Default as defined in Section 16 hereof; then, and in any of such events, Lessor may, without notice, re-enter the Leased Premises either by force or otherwise, and dispossess Lessee and the legal representatives of Lessee or other occupant of the Leased Premises, by summary proceedings or otherwise, and remove their effects. Lessee hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Lessee shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Lessor may cancel and terminate such renewal or extension agreement by written notice.

15.3 Lessor may, in addition to any other remedies set forth in this Section, suspend rail service (if applicable) in the event Lessee breaches any of the covenants in this Lease, and such suspension may continue until such breach is remedied.

16. BANKRUPTCY.

If, at the date fixed as the Commencement Date or at any time during the Lease Term, there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy, or there shall be commenced a case by or against Lessee under the Bankruptcy Code, or a petition filed in insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property (all the hereinabove collectively referred to as a "Bankruptcy Default"), Lessor may terminate this Lease in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Leased Premises, and shall immediately surrender the Leased Premises to Lessor. Lessor, in addition to the other rights and remedies Lessor has by virtue of any other provision contained herein or elsewhere in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security, deposit, or monies received by it from Lessee or others on behalf of Lessee.

17. DISCONTINUANCE.

Lessor shall not be responsible for any loss or damage sustained by Lessee in consequence of any temporary elimination of the Tracks, or service thereover, due to circumstances beyond Lessor's reasonable control. However, the payment of any rent or additional rent will be prorated for the period of time the Tracks are out of service or service has been suspended under this section.

18. NO WAIVER.

The waiver by Lessor of any breach by Lessee of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained. The subsequent acceptance by Lessor of any Base Rent or Additional Rent due hereunder or any or all other monetary obligations of Lessee hereunder, whether or not denoted as Base Rent or Additional Rent hereunder, shall not be deemed to be a waiver of any preceding breach by Lessee, of any term, covenant, obligation or condition of this Lease, other than the failure of Lessee to make the particular payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, obligation or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in a notice to Lessee executed by Lessor.

19. NOTICES.

Every notice, approval, consent, or other communication desired or required under this Lease shall be effective only if the same shall be in writing and sent postage prepaid by United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section.

Lessor:

With copy to:

Watco Transportation Services
Attn: Real Estate Department
315 W. 3rd St.
Pittsburg, KS 66762

Lessee:

City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

20. BINDING ON SUCCESSORS.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, personal representatives, and assigns of the parties hereto, subject, however, to the provisions of Section 10 of this Lease.

21. QUIET ENJOYMENT.

Nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.

22. ENTIRE AGREEMENT.

The entire agreement between Lessor and Lessee is set forth in this Lease and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, other than as set forth in this Lease. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.

23. HEADINGS.

The heading of each section of this Lease is for convenience only and it shall not affect any construction or interpretation of this Lease.

24. RIGHT TO INSPECT AND EXHIBIT.

Lessor shall have the right to enter the Leased Premises at reasonable hours in the day or night to examine and inspect the Leased Premises, make such repairs, additions or alterations as it may deem necessary for the safety, preservation or restoration of the Leased Premises and the improvements, if any, located thereon (there being no obligation, however, on the part of Lessor to make any such inspections, repairs, additions or alterations), or to exhibit the Leased Premises to prospective purchasers.

25. MECHANICS' LIEN.

In the event any mechanics' lien is filed against the Leased Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, upon thirty (30) days' notice to Lessee, may terminate this Lease and may pay said lien, without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging said lien.

26. RECORDING.

Lessee shall not record this Lease without the prior consent of Lessor.

27. JOINT AND SEVERAL LIABILITIES.

If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Lessee, the liability of each individual, corporation, partnership or other business association to perform all covenants, obligations or conditions hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Lessee shall be a partnership or other business association, the members which are, by virtue of state or federal law, subject to personal liability, the liability of each such member shall be joint and several.

28. SEVERABILITY.

If any term, covenant, obligation or condition of this Lease or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision of this Lease is and shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease unless expressly so provided.

29. BROKERAGE COMMISSION.

Any fees or commissions, with respect to the Leased Premises, due to a broker or finder are the sole responsibility of the Party that engaged those services.

30. HOLDING OVER.

Should Lessee hold over in possession of the Premises or any portion thereof after the expiration of the Lease Term or sooner termination as provided by this Lease without the execution of a new lease agreement or renewal agreement, Lessee, at the option of Lessor, shall be deemed to be occupying the entire Leased Premises from month to month, subject to such occupancy being terminated by either party upon thirty (30) days' notice to the other party, at a monthly rental equal to 200% of Base Rent due for the month immediately preceding the termination of this Lease, and otherwise subject to all the other terms, covenants, obligations and conditions of this Lease insofar as the same may be applicable to a month to month tenancy, including the payment of all Additional Rent as defined in this Lease. The acceptance of rent by Lessor shall not be evidence that Lessor has exercised its option to treat Lessee as a holdover tenant pursuant to the option set forth above.

31. THIRD PARTY BENEFICIARY.

Nothing contained in this Lease shall be construed as to confer upon any other party the rights of a third party beneficiary.

32. APPLICABLE LAW.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Oklahoma.

33. SURVIVAL.

Any covenant, obligation or liability which arose, may have arisen or was incurred by either party hereto prior to the termination of this Lease shall survive the termination of this Lease.

34. TERMINOLOGY.

As used in this Lease, the terms "Lessor," "Lessee" and "party" shall include the subsidiaries, affiliates, directors, officers, agents and employees of Lessor and Lessee.

35. EXHIBITS.

The provisions typed on this page, and/or the following pages, and any exhibit or addendum to this Lease shall be deemed a part hereof.

36. FORCE MAJEURE.

Subject to the terms and conditions of this Lease and specifically excluding the obligation to pay Rent as provided for herein, if an event of force majeure has occurred, the non-performing party shall be excused from further performance or observance of its obligations under this Lease which are so affected for as long as such circumstances prevail and such party continues to use its reasonable efforts to recommence performance or observance as soon as possible and to whatever extent possible without delay. The non-performing party shall immediately notify the party to whom performance is due and describe at a reasonable level of detail the circumstances causing such Event of Default or delay.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

WITNESS:

(LESSOR)

STILLWATER CENTRAL RAILROAD, LLC

_____ **BY:** _____ **DATE** _____

WITNESS:

(LESSEE)

CITY OF MIDWEST CITY

_____ **BY:** _____ **DATE** _____

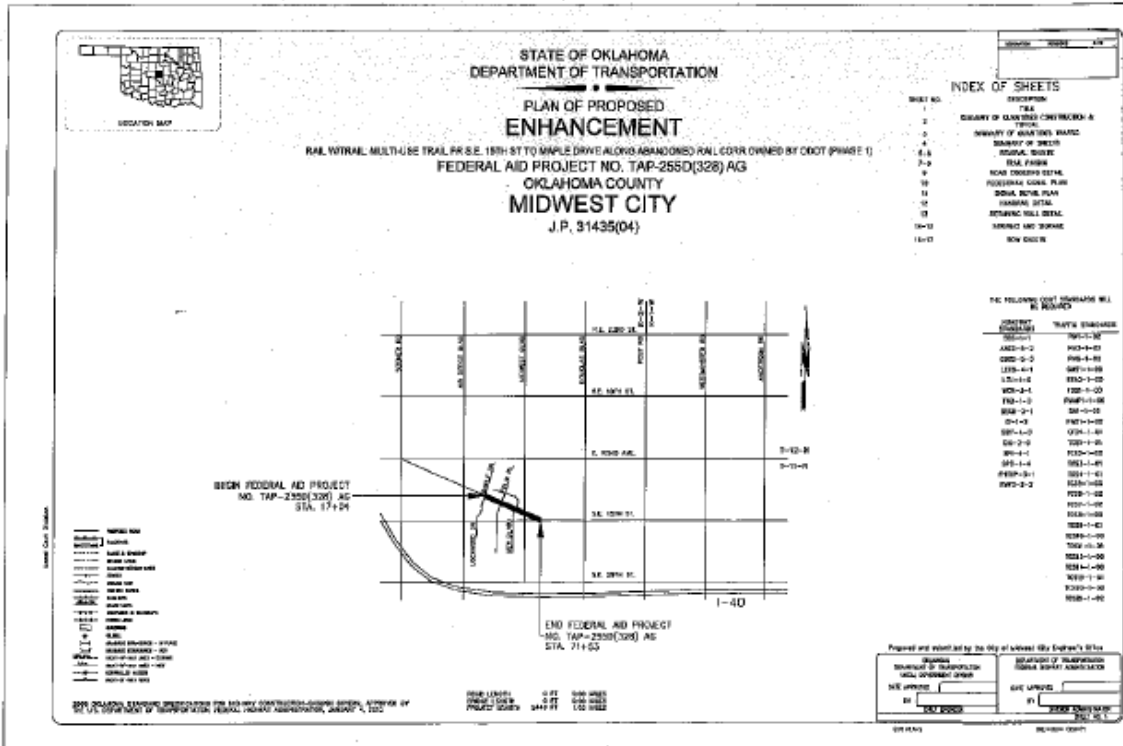


EXHIBIT B RENT ESCALATOR

At the end of each year, effective on the anniversary date of execution of lease agreement, rent rate of leased premises shall increase by 3% of the amount paid the year previous.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : August 9th, 2016

SUBJECT : Discussion and consideration of accepting maintenance bond from H&H Plumbing and Utilities, Inc. in the amount of \$1,224.00 for the water line improvements installed in conjunction with the new Mathis Brothers Sleep Center located at 7503 S.E. 29th Street.

The one year maintenance bond from H&H Plumbing and Utilities, Inc. is for the water line improvements installed in conjunction with the new Mathis Brothers Sleep Center located at 7503 S.E. 29th Street.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and North American Specialty Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One Thousand Two Hundred Twenty Four and 00/100 (\$ 1,224.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Public Fire Line to Mathis Brothers Sleep Center, SE 29th & Marshall (the "Improvement"), for a period of One (1) years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Clark Construction, Inc. dated the 15th day of December 20 14, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 15th day of December, 20 14

H & H Plumbing & Utilities, Inc.
Principal

ATTEST: [Signature]
Secretary

By [Signature]

North American Specialty Insurance Company
Surety

ATTEST: [Signature]
Secretary Patti Jackson

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

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

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of December, 2014.

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

Lic. No.
OK 02653


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

Contractor: Clark Construction, Inc. Ph.#: 677-2692 Project: Mathis Brothers Sleep Center
Address: 1015 E. Grand Blvd. Fax #: 677-2667 Address: SE 29th & Marshall
Oklahoma City, OK 73129 Midwest City, OK

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

Public Fire Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 Water line pipe	LF	45	20.00	900.00
2	12" x 6" Tapping sleeve	EA	1	3,000.00	3,000.00
3	6" Tapping valve & box	EA	1	1,200.00	1,200.00
4	6" Wet tap	EA	1	600.00	600.00
5	6" x 6" Tee	EA	1	380.00	380.00
6	6" MJ 980° bend	EA	1	290.00	290.00
7	6" Gate valve & box	EA	2	1,200.00	2,400.00
8	Fire hydrant	EA	1	2,100.00	2,100.00
9	Fire hydrant riser	EA	1	400.00	400.00
10	Sand bedding	CY	6	15.00	90.00
11	Rock backfill	TONS	12	40.00	480.00
12	Chlorination & disinfection	LS	1	200.00	200.00
13	Pressure test	LS	1	200.00	200.00
					12,240.00
	Mobilization				750.00
	Staking				500.00
	Inspection fees				244.80
	Maintenance bonds				100.00

Submitted By:  Title: Vice President Contract Amount: \$ 13,834.80
Accepted By: _____ Date: 12/15/2014
Title: _____ Date: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

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

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

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



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of December, 2014.

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

Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.

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

Contractor: Clark Construction, Inc.
Address: 1015 E. Grand Blvd.
Oklahoma City, OK 73129

Ph.#: 677-2692
Fax #: 677-2667

Project: Mathis Brothers Sleep Center
Address: SE 29th & Marshall
Midwest City, OK

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

Public Fire Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 Water line pipe	LF	45	20.00	900.00
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12	Chlorination & disinfection	LS	1	200.00	200.00
13	Pressure test	LS	1	200.00	200.00
					12,240.00
	Mobilization				750.00
	Staking				500.00
	Inspection fees				244.80
	Maintenance bonds				100.00

Contract Amount **\$ 13,834.80**

Submitted By: *Carl Hendrix*

Title: Vice President

Date: 12/15/2014

Accepted By: _____

Title: _____

Date: _____

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

PROJECT NAME: Mathis Brothers Sleep Center
PROJECT LOCATION: 7503 SE 29th Street
TYPE OF CONSTRUCTION: Fire Line

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$12,240.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] OWNER Date: 4-4-16

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of APRIL, 2016, personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 05/09/19 [Signature]
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

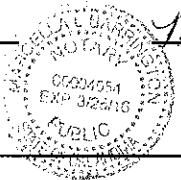
This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature] CONTRACTOR Date: March 22, 2016

STATE OF Oklahoma)
)ss.
COUNTY OF McClain)

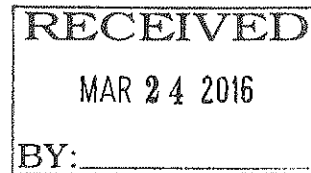
Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 22nd day of March, 2016, personally appeared Carl Hendrix to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 3/25/2016 [Signature]
NOTARY PUBLIC
My Commission #00004054



Please have owner sign & mail or hand deliver to:

City of Midwest City
Development Services
Attn: Glenn
100 N. Midwest Blvd.
Midwest City, OK 73110



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

Batch ID: GILLEKD 12/23/14 00 Receipt no: 95954

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$244.80

INSP FEE FOR FIRE LINE

Trans number: 3188987
FEES / ENGINEERING 01000003771520

Tender detail

CK Ref#:	5676	\$244.80
Total tendered:		\$244.80
Total payment:		\$244.80

Trans date: 12/23/14 Time: 14:31:01

THANK YOU FOR YOUR PAYMENT

H & H PLUMBING & UTILITIES, INC.
266 INDUSTRIAL BLVD.
GOLDSBY, OK 73093-9116
288-2346

5676

12/23/14

Pay to the order of City of Midwest City \$ 244.80

Two hundred forty-four & 80/100 dollars

Carl Hendrix

005676 103109125 1026001307



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : August 9th, 2016

SUBJECT : Discussion and consideration of accepting maintenance bond from Southeast Plumbing and Backhoe, Inc. in the amount of \$560.00 for the water line improvements installed in conjunction with the new Raising Canes restaurant located at 2800 South Air Depot Boulevard.

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Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Southeast Plumbing and Backhoe, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Five Hundred Sixty and No/100 (\$ 560.00), such sum being not less than ten percent (10%) of the total contract price to construct or install 1-6" Waterline For 1-Fire Hydrant & 2-Water Meters Taps, Raising Caine's, 2800 S Air Depot, Midwest City, OK (the "Improvement"), for a period of One(1) years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Matthew's Trenching Co. dated the 26th day of September, 20 15, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 26th day of October, 20 15

Southeast Plumbing and Backhoe, Inc. Principal

ATTEST: [Signature] Secretary

By [Signature] The Ohio Casualty Insurance Company Surety

ATTEST: [Signature] Secretary

By [Signature] Patsy A. Payne Attorney-in-Fact

Approved as to form and legality this day of , 20 City Attorney

Accepted by the City Council of the City of Midwest City this day of , 20

City Clerk Mayor

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6972402

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

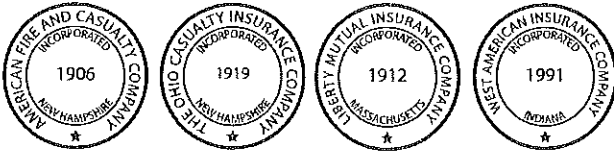
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carey L. Payne; Diane Dowdy; Donna Stevens; Gary Liles; Glen A. Tolentino; Patsy A. Payne; Randy D. Webb; Rick D. Webb; Tom R. Webb

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

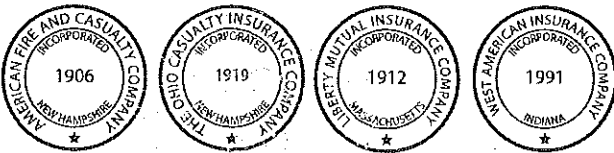
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: August 9, 2016

Subject: Discussion and consideration of awarding a bid and entering into a contract for FY 2016/2017 to purchase portland cement from Goddard Concrete cement in the amounts of \$94.00 per cubic yard, with 2% calcium \$99.00 per cubic yard and 3500lb portland cement in the amounts of \$100.00 per cubic yard, with 2% calcium \$105.00 per cubic yard.

On Tuesday, July 26, 2016, at 2:00 p.m., bids were opened for the FY 2016/2017 portland cement contract. Goddard Concrete submitted the only bid. Goddard has held the contract in the past and has provided quality products and timely delivery.

Staff would recommend awarding a bid and entering into a contract with Goddard Concrete for 2500lb portland cement in the amounts of \$94.00 per cubic yard, with 2% calcium \$99.00 per cubic yard and 3500lb portland cement in the amounts of \$100.00 per cubic yard, with 2% calcium \$105.00 per cubic yard.

In FY 2016-17 approximately \$139,450.00 was encumbered for portland cement.

Funds are available through numerous accounts in the Public Works departments.

Vaughn K. Sullivan
Community Service Director

Attachment: Bid Tabulation Sheet

**PORTLAND CEMENT CONCRETE
 BID LIST**

		Bid Amount
1. Goddard Concrete 3101 NE 10 th Okla. City, OK 73117 (405) 424-4383 Attn: Kelly Goddard Goddard.concrete@att.net	2500# per sq. in. @ 28 days 2500# per sq. in. @ 28 days w/ 2% calcium chloride 3500# per sq. in. @ 28 days 3500# per sq. in. @ 28 days w/ 2% calcium chloride	94.00 <hr/> 99.00 <hr/> 100.00 <hr/> 105.00 <hr/>
2. Dolese Brothers 13 NW 13 Okla. City, OK 73101 (405) 297-8268 Attn: Projects projects@dolese.com	2500# per sq. in. @ 28 days 2500# per sq. in. @ 28 days w/ 2% calcium chloride 3500# per sq. in. @ 28 days 3500# per sq. in. @ 28 days w/ 2% calcium chloride	No Bid <hr/> No Bid <hr/> No Bid <hr/> No Bid <hr/>
3. Schwarz Ready Mix P.O. Box 850450 Yukon, OK 73085 (405) 354-8824 Attn: Philip Schwarz Philip.Schwarz@srmokc.com Tony.welton@srmokc.com Tony Cell # 517-6971	2500# per sq. in. @ 28 days 2500# per sq. in. @ 28 days w/ 2% calcium chloride 3500# per sq. in. @ 28 days 3500# per sq. in. @ 28 days w/ 2% calcium chloride	No Bid <hr/> No Bid <hr/> No Bid <hr/> No Bid <hr/>
4. Metheny Concrete 1617 S Lowry St Oklahoma City, OK 73129 (405-947-5566 Attn: Brent Roberts broberts@methenyconcrete.com	2500# per sq. in. @ 28 days 2500# per sq. in. @ 28 days w/ 2% calcium chloride 3500# per sq. in. @ 28 days 3500# per sq. in. @ 28 days w/ 2% calcium chloride	No Bid <hr/> No Bid <hr/> No Bid <hr/> No Bid <hr/>



Memorandum

TO: Honorable Mayor and Council
FROM: Vaughn K. Sullivan, Community Services Director
DATE: August 9, 2016
SUBJECT: Discussion and consideration of accepting the Midwest City Baseball Association FY2015-16 financial statement.

The Facility Lease Agreement with the Midwest City Baseball Association requires that they submit an annual financial statement.

The FY 2015-16 Midwest City Baseball Association financial statement is attached for your review.

Action is at the discretion of the Council.

Vaughn Sullivan
Community Services Director

Attachment: Baseball Financial Report

MWCBA FINANCIAL STATEMENT

July 1, 2015 - June 30, 2016

Page 1

INCOME

GATE FEES	\$77,414
LEAGUE & TOURNEY FEES	\$19,375
CONCESSION	\$64,612
DONATIONS (Dick's, Academy)	\$1,500
DONATION (Backstop Signs)	\$4,000
FENCE ADVERTISING	\$275
TOTAL INCOME	\$167,176

GENERAL EXPENSES

FIELD MAINTENANCE (labor, dirt, chemicals, etc)	\$35,815
UMPIRE LABOR	\$18,657
MOODY SCOREBOARDS	\$842
TONI'S TROPHIES	\$9,838
REPAIRS (A/C units, plumbing, etc)	\$622
ECKROAT SEED	\$2,639
AT&T	\$2,537
FUEL	\$2,634
MISC	\$1,652
GATE LABOR	\$5,765
SILSBY MEDIA	\$156
MAXIMUM SECURITY	\$335
INSURANCE	\$4,725
DONATIONS (WWP, St Jude's, MWC & CA HS)	\$3,975
TOTAL EXPENSES	\$90,192

CAPITAL IMPROVEMENTS

SPORT SUPPLY GROUP	\$175
EVANS HARDWARE	\$1,036
SAMS CLUB (Memberships)	\$480
HOME DEPOT	\$1,539
LOWES	\$256
HITEX FLAGS	\$250
HOME TEAMS ONLINE	\$545
CRUTCHO CREEK SOD	\$3,100
ECKROAT SEED FIELD RENOVATION	\$8,500
TOTAL CAPITAL IMPROVEMENTS	\$15,881

CONCESSION EXPENSES

SAMS CLUB	\$44,849
CONCESSION LABOR	\$12,122
OK COUNTY HEALTH DEPT	\$250
TOTAL CONCESSION EXPENSES	\$57,221

TOTAL INCOME **\$167,176**

TOTAL EXPENSES **\$163,294**

TOTAL NET INCOME **\$3,882**



Memorandum

TO: Honorable Mayor and Council
FROM: Vaughn K. Sullivan, Community Services Director
DATE: August 9, 2016
SUBJECT: Discussion and consideration of accepting the Oklahoma Spartans Youth Organization 2015-16 financial statement.

The Facility Lease Agreement with the Oklahoma Spartans Youth Organization requires that they submit an annual financial statement.

The 2015-16 Oklahoma Spartans Youth Organization financial statement is attached for your review.

Action is at the discretion of the Council.

Vaughn Sullivan
Community Services Director

Attachment: Football Financial Report

Twelve-Month Cash Flow

Fiscal Year
Begins: Jan-15

Telstar Youth Football Complex
9600 NE 19th St. Midwest City, OK 73110
(432)813-7144, Dionwilliams@okspartans.org

	Beginning	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Monthly Average	Overview
--	-----------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	-----------------	----------

Cash Summary

Cash on Hand (beginning of month)	0	0	0	0	0	0	0	0	0	0	11,000	188	154	154	958
Cash Available (on hand + receipts, before cash)	0	0	0	0	0	0	0	0	0	0	22,351	326	154	154	1,915
Cash Position (end of month)	0	0	0	0	0	0	0	0	0	0	188	154	154	154	54

Cash Receipts

Sponsors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Collections from Gate	0	0	0	0	0	0	0	0	0	0	4,321	174	0	0	450
Collection from Concession	0	0	0	0	0	0	0	0	0	0	7,030	152	0	0	718
Total Cash Receipts	0	0	0	0	0	0	0	0	0	0	11,351	326	0	0	973

Cash Paid Out

Scoreboards	0	0	0	0	0	0	0	0	0	0	6,000	0	0	0	600
Officials Fees	0	0	0	0	0	0	0	0	0	0	4,140	120	0	0	426
Trophies	0	0	0	0	0	0	0	0	0	0	2,906	0	0	0	291
Food Concession	0	0	0	0	0	0	0	0	0	0	3,048	32	0	0	308
Police Office	0	0	0	0	0	0	0	0	0	0	240	0	0	0	24
Park Help	0	0	0	0	0	0	0	0	0	0	840	20	0	0	86
Game Equipment Sticks Markers Uprights	0	0	0	0	0	0	0	0	0	0	1,802	0	0	0	200
Office Equipment Soft ware Wristbands	0	0	0	0	0	0	0	0	0	0	235	0	0	0	26
Complex Repairs & Equipment Rope, PVC, Etc	0	0	0	0	0	0	0	0	0	0	367	0	0	0	41
Field Paint & Paint Sprayers	0	0	0	0	0	0	0	0	0	0	976	0	0	0	108
League & Complex General Liability Inc	0	0	0	0	0	0	0	0	0	0	1,608	0	0	0	179
League & Complex Inc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Owners' Withdrawal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Cash Paid Out	0	0	0	0	0	0	0	0	0	0	22,163	172	0	0	1,861

Essential Operating Data (non cash flow information)

Sales Volume (dollars)	
Accounts Receivable	
Bad Debt (end of month)	
Inventory on hand (eom)	
Accounts Payable (eom)	
Depreciation	



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: August 9, 2016

Subject: Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$.80 per mailing.

Staff would recommend entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma tourism and Recreation Commission in the amount of \$.80 per mailing.

In an effort to solicit and serve meeting planners and event coordinators, the Convention & Visitors Bureau creates, produces and arranges for mass distribution of the Midwest City Visitors Guide. The 8.5 X 11 double-sided full color reference tool outlines Midwest City meeting facilities, hotels, points of interest, and amenities. The up-to-date meeting facility listings, hotel accommodations, special event descriptions, and current community photos provide an attractive overview of all Midwest City has to offer. The Midwest City visitors guide is available statewide at all Oklahoma Welcome Centers and through Certified Folder displays in hotel lobbies statewide.

In addition, the Oklahoma Tourism and Recreation Commission receives as high as 800 requests per month, through their web site and by phone, for a Midwest City visitors guide. This contract covers the cost of postage for distributing the Midwest City visitors guide by mail anywhere in the United States.

The Midwest City Convention and Visitors Bureau will spend approximately \$3,500.00 in FY16-17 with the Oklahoma Tourism and Recreation Commission to mail the Midwest City visitors guide nationwide.

Funds are budgeted and available in the Convention and Visitors Bureau budget.

Vaughn K. Sullivan
Community Service Director

Attachment: Oklahoma Tourism and Recreation Commission Contract

Fulfillment Agreement

BETWEEN

OKLAHOMA TOURISM AND RECREATION COMMISSION

AND

CITY OF MIDWEST CITY

AUTHORITY

1. This Fulfillment Agreement between the Oklahoma Tourism and Recreation Commission and City of Midwest City, is in accordance with 74 O.S. Section 2221(B), which authorizes the Oklahoma Tourism and Recreation Department to enter into promotional programs with private organizations in order to serve the people of the state through the promotion of tourism and tourism economic development.

SCOPE OF SERVICES

2. Oklahoma Tourism and Recreation Department (OTRD) agrees to provide fulfillment services for City of Midwest City.
3. OTRD reserves the right to refuse fulfillment services of a proposed brochure at its sole discretion. Upon approval, OTRD agrees to make the Visit Midwest City brochure available to the public through the OTRD web site (www.TravelOK.com), as well as to interested callers.
4. OTRD agrees that literature will enter the postal stream within 4 business days of receipt of request.
5. OTRD will ship all literature "Bound Printed Matter".
6. OTRD agrees to provide a monthly listing of customers the Visit Midwest City brochure was provided to the previous month.
7. City of Midwest City agrees to provide sufficient quantity of its brochure to ensure timely fulfillment.

INVOICING AND PAYMENTS

8. OTRD agrees to invoice City of Midwest City for fulfillment services rendered during the preceding month.

9. OTRD will charge \$0.80 per brochure. If the US Postal Service raises the postage rates during the term of this Agreement, OTRD reserves the right to increase the fee per brochure by an amount equal to the postal increase. A quantity discount fee structure is as follows: the first 500 brochures invoiced at regular brochure postage price; 501 – 800 brochures invoiced at 80% of the regular price; 801-1000 brochures invoiced at 60% of regular price; and 1000+ brochures invoiced at 50% of regular price.
10. Payment terms will be “30 Days Net”. If an outstanding Fulfillment Program balance remains unpaid for a period of 90 days, the brochure may be temporarily removed from the program at the discretion of OTRD until full payment of any outstanding invoices has been made.

TERMS AND CONDITIONS

11. This agreement will be in force for 12 months from the date the agreement is executed by the last party, or until 30 days after notice has been given by either party of its desire to terminate the contract. This agreement will continue for additional like 12-month terms unless 30-day notice has been given by either party to terminate.
12. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30-day notice.
13. Any amendment to this Agreement must be in writing.
14. *City of Midwest City* is liable for payment for all fulfillment costs for literature distributed up to the termination date.

AUDITS AND RECORDS CLAUSE

15. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the contractor agrees any pertinent Municipal, State or Federal agency will have the right to examine and audit all records relevant to execution of this contract.
16. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
17. Each party acknowledges that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties. This Agreement has been reviewed, accepted, and executed by the parties’ duly authorized representatives on the day(s) and year written below.

GOVERNING LAW

18. The laws of the State of Oklahoma shall govern this agreement.

AUTHORIZATION OF FULFILLMENT AGREEMENT

Authorized Signature
Oklahoma Tourism and Recreation Dept.

Title

Print Name

Date of Signature

Authorized Signature
City of Midwest City

Mayor

Title

Mathew Dukes

Print Name

07/23/2016

Date of Signature



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: August 9, 2016

Subject: Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobby's state-wide for FY 2016/2017 with Certified Folder Display Services, Inc. in the amount of \$4,762.03.

Staff would recommend entering into a contract to distribute the Midwest City Visitors Guide in hotel lobby's state-wide for FY 2016/2017 with Certified Folder Display Services, Inc. in the amount of \$4,762.03.

In an effort to solicit and serve meeting planners and event coordinators, the Convention & Visitors Bureau creates, produces and arranges for mass distribution of the Midwest City Visitors Guide. The 8.5 X 11 double-sided full color reference tool outlines Midwest City meeting facilities, hotels, points of interest, and amenities. The up-to-date meeting facility listings, hotel accommodations, special event descriptions, and current community photos provide an attractive overview of all Midwest City has to offer. The Midwest City visitors guide is available statewide at all Oklahoma Welcome Centers and through Certified Folder displays in hotel lobbies state-wide.

Funds are budgeted and available in the Convention and Visitors Bureau budget.

Vaughn K. Sullivan
Community Service Director

Attachment: Certified Folder Contract



DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 106800 - Corey Brennan
 ADVERTISER ID: 121183
SHIP TO:
 ADVERTISER: Midwest City CVB
 CONTACT: Susan MacQuarrie, Convention & Tourism Manager
 EMAIL: SMacQuarrie@MidwestCityOK.org
 ADDRESS1: 7200 SE 29th St. NEW ADDRESS:
 ADDRESS2: _____
 CITY: Midwest City
 STATE: OK ZIP: 73110
 PHONE: (405) 455-1818 FAX: (405) 455-1843

FEDERAL TAX ID: _____ REF: 15-0092551
 PO NUMBER: 180014
BILL TO:
 ADVERTISER: Midwest City CVB
 CONTACT: Susan MacQuarrie
 WEB SITE: visitmidwestcity.com
 ADDRESS1: 7200 SE 29th St. NEW ADDRESS:
 ADDRESS2: _____
 CITY: Midwest City
 STATE: OK ZIP: 73110
 PHONE: (405) 455-1808 FAX: (405) 455-1843

RENEWAL

DATE: 05/18/2016
 CONTRACT: 16-0097885 REV: 00001
 START DATE: 7/1/2016
 END DATE: 6/30/2017

NAME OF BROCHURE / PUBLICATION:

Midwest City Visitor Guide

INVENTORY ID NUMBER: 002229

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	COMPET	NET FEE
1-VM-12-CN/OKC	Oklahoma City - Magazines	309	07/01/16	06/30/17	450.95	12	5,411.40	-649.37	0.00
									0.00
									4,762.03

COMMENTS/SPECIAL INSTRUCTIONS:

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____
 Name (print): _____
 Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____
 Name (print): _____
 Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Plus any applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
396.84	396.84	396.84	396.84	396.84	396.84
Dec	Jan	Feb	Mar	Apr	May
396.84	396.84	396.84	396.84	396.84	396.79

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

Total Net Fee = 4,762.03

PREPAYMENT OPTION (Please check one) Yes No

Prepayment Discount percentage(0.00) 0.00

TOTAL PREPAID FEE (Plus any applicable tax) \$ 4,762.03

All fees billed 30 days in advance of service



Contract Nbr: 16-0097885
Revision Nbr: 0001

- 1. Brochure Placement. The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) under this Agreement shall be within the sole and absolute discretion of Certified.
2. Fuel Surcharge. Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser.
3. Rights of Location Management. The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures.
4. No Representations or Warranties. Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that: (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. Shipment of Brochures. All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense.
6. No Other Rights. This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship.
7. Reproduction of Materials; Compliance with Laws; Indemnity. Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement.
8. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or law principals.
10. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. Limitation on Damages. Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events.
12. Indemnification. Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified, its agents, assigns and subcontractors, concerning or related to this Agreement.
13. Jurisdiction and Venue. Advertiser consents to the exclusive jurisdiction of the superior courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
14. Modification in Writing. This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. Transfer of Rights. Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. Prior Understandings. This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. Notices. All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the front of this Agreement.
18. Waiver. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. Failure to Provide Brochures. Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. Loss of Material. Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. Print & Advertisement Disclaimer. In no event shall Certified be liable for color variance in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preference, Certified reserves the right to specify color of advertisement.
22. Website Content. Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. Cancellation. This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC). In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. No Third Party Beneficiaries. This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

APPROVED BY ADVERTISER

Signature: _____

Name (print): _____

Date: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : August 9, 2016

SUBJECT : Discussion and consideration of the reappointment of Max Wilson and Rick Lewis to the ADA Transition Plan Committee for additional three-year terms.

The terms of Max Wilson and Rick Lewis will expire on August 10, 2016. Both wish to be considered for reappointment.

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

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

Current members are as follows:

- Max Wilson (term expires August 10, 2016)
- Rick Lewis (term expires August 10, 2016)
- Clint Reininger (term expires August 10, 2017)
- John Reininger (term expires August 10, 2017)
- April Hawkins (term expires August 10, 2018)
- Dean Hinton (Planning Comm) (term expires August 10, 2018)
- Christine Allen-Price (City Council) (term expires August 10, 2018)

Action is at the discretion of Mayor and Council.

Billy Harless
Community Development Director



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: August 9, 2016

Subject: Discussion and consideration of reappointing Casey Hurt to the Park Board for a three-year term.

Mr. Casey Hurt's term on the Park and Recreation Board has ended. Mr. Hurt is a Ward 4 appointment. He has indicated that he wishes to be reappointed.

Action is at the discretion of the Council.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large, prominent 'V' at the beginning.

Vaughn K. Sullivan
Community Services Director



Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Community Services Director

DATE: August 9, 2016

SUBJECT: Discussion and consideration of declaring surplus one (1) 1995 Chevrolet 1 ton pickup truck, City inventory #09-03-05, VIN #1GCHC33K9SF003715; one (1) 1994 Chevrolet ½ ton Pickup truck, City inventory #09-02-18, VIN #1GOGC24K8RE171043; one (1) Chaovet Stage Designer 50 stage lighting control board; thirty two (32) 2' x 4' T-8 light fixtures; three (3) 2' x 2' T-8 light fixtures, from the Street Department and authorizing their disposal by sealed bid or auction.

The equipment listed has been removed from service. There are no other operational applications available within the City.

- one (1) 1995 Chevrolet 1 ton pickup truck, City inventory #09-03-05, VIN #1GCHC33K9SF003715
- one (1) 1994 Chevrolet ½ ton Pickup truck, City inventory #09-02-18, VIN #1GOGC24K8RE171043
- one (1) Chaovet Stage Designer 50 stage lighting control board
- thirty two (32) 2'X4' T-8 light fixtures
- three (3) 2'X2' T-8 light fixtures

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: August 9, 2016

Subject: Discussion and consideration of declaring a fire department thermal imaging camera and a 1999 Chevy Suburban vin 3GKEC16R4XG540762 unit 07-02-03 surplus and authorizing their disposal by public auction.

Staff respectfully requests that the Council declare as surplus a fire department thermal imaging camera. This camera no longer has any operational value to the Fire Department. This camera was recently replaced with a brand new modern unit. This camera was our first thermal imaging camera and was purchased in 1999. This unit has had a long and useful life with the department and had its last major service in 2008 with additional smaller updates since then. The unit is now no longer working and should be offered as surplus to sell "for parts and not working condition". The camera make is ISG, model is the Talisman, serial # 1431.

Staff respectfully requests that the Council declare as surplus a 1999 Chevrolet Suburban, unit number 07-02-03, vin 3GKEC16R4XG540762. This vehicle is no longer of any operational value to the Fire Department. This unit has served a long career at the fire department by first being a Shift Commander 203 unit and then Training 206 unit. This vehicle is past its useful service life due primarily to age, and the repairs required to make it operationally reliable are not cost effective. I would consider the vehicle in "fair" cosmetic and mechanical condition.

Staff recommends approval.



Bert Norton
Fire Chief



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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: August 9, 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 city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. Guy Henson, City Manager



FURTHER INFORMATION





Memorandum

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: August 9, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending the Midwest City Municipal Code, Chapter 42, trees, by amending article III, tree trimming, etc; Section 42-49, trimming; clearance; Section 42-50, dead or diseased tree removal within right-of-way; and Section 42-51, notice; and repealing Sections 42-52, hearing; 42-53, order to trim or remove; 42-54, work to be done by city forces or contract; 42-55, cost to be determined; 42-56, failure to pay costs certified to county treasurer; and placing those repealed sections into reserve for future use; and providing for repealer and severability.

Staff is recommending amending the Midwest City Municipal Code, Chapter 42, trees. These changes are to raise the tree clearance from twelve (12) feet above street right-of-way to fourteen (14) feet. The change is needed to allow proper clearance for our CNG trash trucks and our ladder fire trucks. The other changes are putting the code in line with the current procedure we are using in addressing tree issues.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Enc. Copy of the ordinance

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 42, TREES, BY AMENDING ARTICLE III, TREE TRIMMING, ETC.; SECTION 42-49, TRIMMING; CLEARANCE; SECTION 42-50, DEAD OR DISEASED TREE REMOVAL WITHIN RIGHT-OF-WAY; AND SECTION 42-51, NOTICE; AND REPEALING SECTIONS 42-52, HEARING; 42-53, ORDER TO TRIM OR REMOVE; 42-54, WORK TO BE DONE BY CITY FORCES OR CONTRACT; 42-55, COST TO BE DETERMINED; 42-56, FAILURE TO PAY COSTS CERTIFIED TO COUNTY TREASURER; AND PLACING THOSE REPEALED SECTIONS INTO RESERVE FOR FUTURE USE; AND PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That Chapter 42, Trees, Article III, Tree Trimming, Etc., of the Midwest City Code is hereby amended by amending Section 42-49, Trimming; clearance, to read as follows:

(a) It shall be unlawful and an offense for any owner of any tree or shrub to allow such tree or shrub to overhang any street or right-of-way within the city such that:

(i) any part of such tree or shrub obstructs the light from any street lamp or the view of any street, intersection or traffic control device or sign;
or

(ii) the clear space between the tree or shrub is less than fourteen (14) feet above the surface of the street or right-of-way.

(b) Every owner of any tree or shrub overhanging any street or right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp, or obstruct the view of any street, intersection or traffic control device or sign, and so that there shall be a clear space of at least ~~twelve (12)~~fourteen (14) feet above the surface of the street or right-of-way. Every property owner shall remove from the owner's property all dead, diseased or dangerous trees and shrubs, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the authority to order the trimming or removal of any tree or shrub that interferes with the proper spread of light from a street light, or interferes with visibility or any traffic control device or sign, or does not provide a clear space of at least ~~twelve (12)~~fourteen (14) feet above the surface of the street or right-of-way. In the event of failure of the owners to comply with the provisions of this section, the city shall also have the authority to trim or remove any tree or shrub that violates the provisions of this section and charge the cost of trimming or removal to the owner.

SECTION 2. That Chapter 42, Trees, Article III, Tree Trimming, Etc., of the Midwest City Code is hereby amended by amending Section 42-50, Dead or diseased tree removal within right-of-way, to read as follows:

The city shall have the right to cause the removal of any dead or diseased trees on right-of-way abutting private property within the city when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the city. The city ~~tree board~~ will notify the owners of such trees in writing ~~the owners of such trees~~. Removal shall be done by the property ~~said~~ owners at their own expense within ~~thirty (30)~~ ten (10) days after the date of service ~~of~~ the notice. In the event of failure of owners to remove any dead or diseased trees after service of notice ~~comply with such provisions~~, the city shall have the authority to remove such trees and charge the cost of removal to the owner.

SECTION 3. That Chapter 42, Trees, Article III, Tree Trimming, Etc., of the Midwest City Code is hereby amended by amending Section 42-51, Notice to owner, to read as follows:

1
2 Overhanging trees and/or shrubs are public nuisances and the city may abate such
3 nuisances in conformance with the provisions of Section 27-8 and Section 27-13 of
4 this Notice of violaton, provision of a hearing, order to trim or remove, work to be done by
5 the city forces or a contract, the determination of costs and statement to be sent to owner and
6 the certification of costs to the county treasurer shall be done in accordance with Section 27-
7 8 and 27-13 of the Midwest City Code.

8 (a) ~~After ten (10) days' written notice by the city to the property owner by~~
9 ~~certified mail with return receipt requested, or b personal service to the owner of such~~
10 ~~property, at the address shown by the current year's tax rolls in the county treasurer's office,~~
11 ~~a hearing shall be held by the governing body as hereinafter provided.~~

12 (b)(a) ~~If the property owner is unable to be notified by certified mail, or if the~~
13 ~~property owner refuses receipt of the certified mail, then notice of said violation shall be~~
14 ~~published in two (2) consecutive Thursday issues in an official newspaper in the city; and the~~
15 ~~last publication shall be at least four (4) days prior to the day set for the hearing prescribed by~~
16 ~~section 42-52.~~

17 **SECTION 4.** That Chapter 42, Trees, Article III, Tree Trimming, Etc., of the Midwest City Code is
18 hereby amended by repealing Section 42-52, Hearing; Section 42-53, Order to trim or remove;
19 Section 42-54, Work to be done by city forces or contract; Section 42-55, Cost to be determined;
20 statement of cost to be sent; and Section 42-56, Failure to pay costs certified to county treasurer, in
21 their entirety and placing them into reserve for future use.

22 **Sec. 42-52. – Hearing.**

23 ~~Upon the date specified in the notice given as required by this article, the city~~
24 ~~council shall hold a hearing on the report and shall receive information thereon, including~~
25 ~~anything which may be presented by the owner of the premises, personally or by agent or~~
26 ~~attorney. The owner of such property may given his written consent to the city~~
27 ~~authorizing the removal of dead, dying or diseased trees or any part of the tree, and waive~~
28 ~~his right to a hearing by the city council.~~

29 **• Sec. 42-53. – Order to trim or remove.**

30 ~~If the city council determines that the conditions specified in sections 42-49 and~~
31 ~~42-50 exist upon such premises and declares same to be a nuisance, it shall order the~~
32 ~~property to be removed of dead, dying or diseased trees or any part of the tree, if~~
33 ~~necessary to abate the conditions found to exist.~~

34 **Sec. 42-54. – Work to be done by city forces or contract.**

35 ~~The work ordered to be performed under section 42-53 may be done by the~~
employees of this city under the supervision of the department head designated by the city
manager, or it may be let by contract to the lowest and best bidder, after appropriate
notice, in the manner for letting other contracts by public bid.

• Sec. 42-55. – Cost to be determined; statement of cost to be sent.

~~Upon completion of the work ordered to be performed under section 42-52, the~~
department head designated by the city manager shall report the cost thereof to the city
council. Such report shall be itemized as to each tract as follows: Actual cost of the labor,
maintenance and equipment required for removal or trimming, including the cost of
notice and mailing. The city council shall examine its report, and after receiving
appropriate information shall determine the total actual costs of the work, and shall direct
the city clerk to forward a statement and demand payment thereof, by certified mail with
return receipt requested to the owner of the property at the address shown by the current
tax rolls in the office of the treasurer of the county in which the property lies.

• Sec. 42-56. – Failure to pay costs to be certified to county treasurer.

1 ~~If the payment for the work performed under this chapter is not made within thirty~~
2 ~~(30) days from the date of mailing the notice prescribed by section 42-55, the city clerk~~
3 ~~shall forward a certified statement of the amount of such costs to the county treasurer of~~
4 ~~the county in which the property upon which the work was done is located, to be levied~~
5 ~~upon the property and to be collected by the county treasurer in the manner prescribed by~~
6 ~~the laws of this state.~~

7 **SECTION 5. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
8 repealed.

9 **SECTION 6. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for
10 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
11 the ordinance.

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

14 CITY OF MIDWEST CITY, OKLAHOMA

15 _____
16 MATTHEW D. DUKES, II, Mayor

17 ATTEST:

18 _____
19 SARA HANCOCK, City Clerk

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

21 _____
22 KATHERINE BOLLES, City Attorney

1 Overhanging trees and/or shrubs are public nuisances and the city may abate such
2 nuisances in conformance with the provisions of Section 27-8 and Section 27-13 of this
3 Code.

4 **SECTION 4.** That Chapter 42, Trees, Article III, Tree Trimming, Etc., of the Midwest City Code is
5 hereby amended by repealing Section 42-52, Hearing; Section 42-53, Order to trim or remove;
6 Section 42-54, Work to be done by city forces or contract; Section 42-55, Cost to be determined;
7 statement of cost to be sent; and Section 42-56, Failure to pay costs certified to county treasurer, in
8 their entirety and placing them into reserve for future use.

9 **SECTION 5. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
10 repealed.

11 **SECTION 6. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for
12 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
13 the ordinance.

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

16 CITY OF MIDWEST CITY, OKLAHOMA

17 _____
18 MATTHEW D. DUKES II, Mayor

19 ATTEST:

20 _____
21 SARA HANCOCK, City Clerk

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

23 _____
24 KATHERINE BOLLES, City Attorney



MUNICIPAL AUTHORITY

AGENDA



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

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.

August 09, 2016 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 26, 2016, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of accepting the Midwest City Soccer Club 2015 financial statement. (Parks and Recreation - F. Gilles)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

July 26, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed

Chairman Dukes called the meeting to order at 6:49 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for July 26, 2016. The Trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR
MIDWEST CITY MUNICIPAL AUTHORITY MEETING**

July 26, 2016 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed.

Chairman Dukes called the meeting to order at 8:22 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 July 12, 2016, as submitted.
2. Discussion and consideration of passing and approving Resolution No. MA-2016-02 releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.
3. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, revenue/Transfers in (14) \$204,500.
4. Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service across the property located at 8726 S.E. 15th Street for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
5. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2016.

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

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

Adjournment. There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Chairman Dukes. Nay: none. Absent: Reed. Motion carried. The meeting adjourned at 8:23 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Vaughn K. Sullivan, Community Services Director

DATE: August 11, 2015

SUBJECT: Discussion and consideration of accepting the Midwest City Soccer Club 2015 financial statement.

The Facility Lease Agreement with the Midwest City Soccer Club requires that they submit an annual financial statement.

The 2015 Midwest City Soccer Club financial statement is attached for your review.

Action is at the discretion of the Council.

Vaughn Sullivan
Community Services Director

Attachment: Soccer Financial Report

12:13 PM
03/25/16
Cash Basis

OK Country Soccer Club dba Midwest City Soccer Club
Profit & Loss
January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
ACCPC CR Dep	15,047.80
Miscellaneous Income	2,188.41
Program Income	<u>166,607.28</u>
Total Income	<u>183,843.49</u>
Gross Profit	183,843.49
Expense	
Assigner fees	676.00
Business Expenses	1,970.00
Business Fees	2,665.24
Complex Expenses	7,588.85
Concession Expenses	3,589.89
Contract Services	105,175.57
Contributions	100.00
Facilities and Equipment	972.84
Operations	16,785.61
Other Types of Expenses	21,868.40
Registration Expenses	1,951.32
Tournament Entry Fees	11,018.50
Tournament Expenses	<u>1,467.35</u>
Total Expense	<u>175,829.57</u>
Net Ordinary Income	<u>8,013.92</u>
Net Income	<u><u>8,013.92</u></u>

12:13 PM
03/25/16
Cash Basis

OK Country Soccer Club dba Midwest City Soccer Club
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
New Competitive Acct 6975	22,059.87
New Operations Acct 6986	8,263.35
Total Checking/Savings	<u>30,323.22</u>
Total Current Assets	30,323.22
Fixed Assets	
Furniture and Equipment	
Bob Cat Zero-Turn Mower	9,737.00
Popcorn Machine	1,150.00
Scanner (13)	306.48
Slush Mach (13)	1,900.00
Total Furniture and Equipment	<u>13,093.48</u>
Total Fixed Assets	<u>13,093.48</u>
TOTAL ASSETS	<u>43,416.70</u>
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	2,694.38
Unrestricted Net Assets	32,708.40
Net Income	8,013.92
Total Equity	<u>43,416.70</u>
TOTAL LIABILITIES & EQUITY	<u>43,416.70</u>



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

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.

August 09, 2016 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 26, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

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

July 26, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed.

Chairman Dukes called the meeting to order at 6:50 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for July 26, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

July 26, 2016 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed.

Chairman Dukes called the meeting to order at 8:23 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 July 12, 2016, as submitted.
2. Discussion and consideration of passing and approving Resolution No. HA-2016-02 releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.

Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. 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 was needed or 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.** The Trustees did not enter into executive session and no action was taken on this item.

Adjournment. There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Reed. Motion carried. The meeting adjourned at 8:24 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

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

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: August 09, 2016

SUBJECT: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General
Manager/
Administrator*

Trustees

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

Board of Grantors

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Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: August 9, 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

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: August 9, 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