



MIDWEST CITY
MEETING AGENDAS FOR
June 28, 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.

June 28, 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 June 28, 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.

June 28, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance - Mayor Dukes
- Community-related announcements
- Water's Worth It Proclamation

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 June 14, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of May 2016. (Finance - F. Chen)
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Street & Alley Fund, expenses/Street (09) \$3,205. Fire Fund, revenue/Transfers In (00) \$119,172. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$39,856; expenses/Street (09) \$45,773. Grants Fund, revenue/Intergovernmental (62) \$21,275; expenses/Police (62) \$21,275. Fire Capitalization Fund, revenue/Transfers In (00) \$3,206; expenses/Fire (64) \$3,206. Grants Fund, revenue/Intergovernmental (62) \$75,000; Transfers In (62) \$5,355; expenses/Police (62) \$80,355. Police Impound Fees Fund, expenses/Transfers Out (62) \$5,355. Reimbursed Projects Fund, expenses/General Gov't (14) \$76. Decrease: CVB Fund, revenue/Transfers In (00) \$119,172. (Finance - F. Chen)
4. Discussion and consideration of approving a .05 percent cost of living increase effective July 1, 2016 for all employees not covered by a collective bargaining agreement and expanding longevity pay to be paid for up to a maximum of 30 years of service. (City Manager - G. Henson)

5. Discussion and consideration of renewing a property insurance policy from Travelers Insurance with a \$25,000 deductible at a premium rate of \$0.285 cents per hundred dollars of value for all property; a \$100,000 deductible for wind/hail claims; and a \$2,500 deductible at a premium rate of \$71,049 for coverage of all City vehicles under the terms and conditions contained in the proposal submitted by First Point Insurance for property insurance for fiscal year 2016-2017. (Risk Management - L. Smithson)
6. Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's Auto and General Liability Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$110,726 for a self-insured retention of \$250,000 per occurrence. (Risk Management - L. Smithson)
7. Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the Workers Compensation Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$219,357 for self-insured retention of \$500,000 per claim for police and fire employees, and \$450,000 per claim for all other employees. (Risk Management - L. Smithson)
8. Discussion and consideration of renewing the contract with Constellation New Energy Gas Division for the purchase of natural gas for City facilities using more than 1,000 MMBtu (decatherm) through July 31, 2016 and through July 31, 2017. (City Manager - T. Lyon).
9. Discussion and consideration of renewing the contract for On-Site Turnkey Vehicle and Equipment Part Operation for FY 2016-2017 with O'Reilly Auto Parts. (City Manager - T. Lyon).
10. Discussion and consideration of renewing an agreement in the amount of \$50,000 with Mid-Del Youth and Family Center, Inc. for emergency youth shelter, counseling, juvenile diversionary, training/consultation and community education services for fiscal year 2016-17. (City Manager - G. Henson)
11. Discussion and consideration of renewing an agreement with Midwest Media & Marketing, Inc. for fiscal year 2016-17 in the amount of \$66,000 to provide public relations and marketing services. (City Manager - G. Henson)
12. Discussion and consideration of ratifying, approving and adopting the 2016-17 collective bargaining agreement with the Fraternal Order of Police, Lodge 127 as negotiated and presented at the June 14, 2016 Council meeting. (Police - B. Clabes)
13. Discussion and consideration of renewing the agreement with the Cities of Choctaw and Nicoma Park for animal care services for fiscal year 2016-17. (Police - B. Clabes)
14. Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2016-2017. (Police - B. Clabes)

15. Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the Cities of Choctaw and Nicoma 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. (Police - B. Clabes)
16. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2016-17. (Police - B. Clabes)
17. Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2016-17 to provide for the incarceration of City prisoners and "Hold for State" prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$42.00 per day per prisoner. (Police - B. Clabes)
18. Discussion and consideration of 1) renewing the CivicPlus Service and License Agreement in the amount of \$4,730 for continuing system enhancements, maintenance, support and hosting; 2) renewing the agreement for CivicSend services in the amount of \$995; and 3) re-developing MyMWC, a custom mobile application, in the total amount of \$7,450 for the 2016-17 fiscal year. (Public Relations - K. Hunt)
19. Discussion and consideration of approving and entering into a Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. (Neighborhood Services - M. Stroh)
20. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2016-17. (Neighborhood Services - M. Stroh)
21. Discussion and consideration of renewing a contract with Crush Enterprises Inc., dba Jan-Pro Cleaning Systems, in the amount of \$1,080.00 per month for weekly cleaning services for the Charles J. Johnson building for the 2016-17 fiscal year. (Neighborhood Services - M. Stroh)
22. Discussion and consideration of approving and entering into a contract for Cityworks implementation for traffic operations sign management with New Edge Services, LLC in the total amount of \$24,000.00 and an hourly support rate of \$130.00 per hour. (Community Services - V. Sullivan)
23. Discussion and consideration of canceling a contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and awarding a bid and entering into a contract with Portable Restroom Trailers, LLC for the fabrication and purchase of a 10-station mobile restroom trailer in the total amount of \$49,731.00. (Community Services - V. Sullivan)

24. Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company. (Community Services - V. Sullivan)
25. Discussion and consideration of approving and entering into a contract for FY 16-17 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates in the amount of \$700.00 per month. (Community Services - V. Sullivan)
26. Discussion and consideration of renewing a contract for FY 16-17 weekly Welcome Center cleaning services with Crush Enterprises Inc., dba Jan-Pro of OKC, in the amount of \$295.00 per month. (Community Services - V. Sullivan)
27. Discussion and consideration of renewing contracts, without modifications, for FY 2016-17 street rehabilitation and repair with Nash Construction Company, Bermuda grass slab sod with Canadian Valley Turf Farm, traffic signal maintenance with Midstate Traffic Control, Inc., uniforms, shop towels and floor mats with Unifirst Holdings, Inc. and pavement markings with Road Safe Traffic Systems, Inc. (Community Services - V. Sullivan)
28. Discussion and consideration of entering into a three-year contract with Environmental System Research Institute, Inc (ESRI) at the price of \$20,000 per year for GIS software maintenance, for a total of \$60,000 for the three-year period. (Community Development - B. Harless)
29. Discussion and consideration of renewing for fiscal year 2016-17 the contracts with: ACOG in the amount of \$800.00 for UPWP traffic counts; All Roads Paving in the amount of \$661,478.77 for intersection paving at SE 15th and Douglas; Bauman Instrument in the amount of \$409,000.00 for services regarding SCADA system at water treatment plant; Crafton, Tull, & Associates in the amount of \$250,000.00 for engineering services regarding SE 29th from Midwest Boulevard to Douglas reconstruction; Crafton, Tull, & Associates in the amount of \$12,500.00 for engineering and landscape design services for the Original Mile Median and Entryway Improvement Project; Crafton Tull & Associates in the amount of \$217,500.00 for overlay of Sooner Road and installation of new sidewalks Reno to SE 29th; DLT Solutions in the amount of \$1,510.65 for AutoCAD subscription; ESRI, Inc in the amount of \$20,000.00 for GIS software annual maintenance; Firetrol in the amount of \$605.00 for testing and inspection of fire alarm system and portable fire extinguishers; Garver, LLC in the amount of \$344,000.00 for services regarding SCADA construction plans; Garver, LLC in the amount of \$6,260.00 for engineering services for Titan Tower; H&H Plumbing in the amount of \$76,915.00 for Sooner Road sanitary sewer extension; Holland Backhoe in the amount of \$589,179.55 for utility relocation SE 15th, Lynn Fry to Anderson; Holland Backhoe in the amount of \$387,570.00 for Carl Albert Titan Tower modification project; HydroCad in the amount of \$644.00 for HydroCad software maintenance; IT Nexus in the amount of \$2,000.00 for MapViewer maintenance; MAC Systems in the amount of \$216.00 to monitor fire alarms; MTZ Construction in the amount of \$246,054.45 for Sooner Road and SE 15th Street paving expansion; MTZ Construction in the amount of \$145,078.50 for North Oaks Phase III cul-de-sac paving; ODOT in the amount of \$34,316.20 for the City's share of

construction plans for the Palmer Loop Trail and Mid-America Park Trail; ODOT in the amount of \$4153.00 for engineering services with RL Shears for Eastside Elementary; ODOT in the amount of \$25,237.00 for the City's share to reconstruct and signalize railroad crossing on Westminster between NE 10th and NE 23rd; ODOT in the amount of \$31,027.00 for the City's share to reconstruct and signalize railroad crossing on Douglas between NE 10th and NE 23rd; ODOT in the amount of \$30,923.00 for the City's share to reconstruct and signalize railroad crossing on Midwest Boulevard between NE 10th and NE 23rd; ODOT in the amount of \$194,065.50 for the City's share to roto-mill and overlay Sooner Road, from Reno to SE 29th; ODOT in the amount of \$28,187.00 for the City's share to reconstruct and signalize railroad crossing on Sooner between Reno and NE 10th; ODOT in the amount of \$26,869.00 for the City's share to reconstruct and signalize railroad crossing on NE 10th between Sooner and Air Depot; Standley Systems to lease a Savin MP C4502 at \$104.00 per month, inclusive of maintenance, per copy cost of \$0.0089 black and white images and \$0.05 color images; TAP Architecture in the amount of \$35,800 for design, engineering, and construction administration services regarding I-40 beautification. (Community Development - B. Harless)

30. Discussion and consideration of approving and entering into a General Mutual Cooperation Agreement with the Board of County Commissioners of Oklahoma County authorizing Oklahoma County to assist with street improvements and tinhorn installation during FY 2016-17. (Community Development - P. Menefee)
31. Discussion and consideration of accepting a Permanent Trail Easement from the Department of the Air Force for the construction of the proposed trail system located along S.E. 29th Street, from Air Depot Boulevard to Sooner Road, located in the Southwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
32. Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with SHI International Corp. in the amount of \$8,674.41 for software maintenance in connection with the City's GroupWise email system; SHI International Corp. in an amount not to exceed \$71,611.00 for software licenses related to Microsoft Windows 7 and Office 2010; SHI International Corp. in an amount not to exceed \$3,000.00 for ESET Endpoint Antivirus; Messaging Architects Inc. in an amount not to exceed \$4,375.00 for Netmail email archiving; ISG Technology in an amount not to exceed \$14,000.00 for VMWare maintenance; ImageNet Consulting in an amount not to exceed \$42,593.80 for Laserfiche maintenance; American Solutions for Business \$160.00 for PrintChef maintenance; HelpSystems, LLC in an amount not to exceed \$1,500.00 for Robot/Alert & Robot/Transform iSeries management software; SHI International Corp. in an amount not to exceed \$2,054.00 for Veeam Standard Support; SPSVar. in an amount not to exceed \$5,040.00 for hardware maintenance in connection with the City's IBM iSeries; AgendaPal in an amount not to exceed \$4,800.00 for agenda management/creation software; Tyler Technologies in an amount not to exceed \$124,570.00 for software maintenance in connection with the Police, 911 and Court; and SunGard Public Sector Inc. in an amount not to exceed \$101,176.00 for software

maintenance in connection with the City's SunGard ERP Software Package.
(Information Technology - R. Rushing)

33. Discussion and consideration of : 1) declaring two black file cabinets, Webster's 9th Edition Dictionary, a plastic paper holder, and a metal paper holder as surplus; and 2) authorizing their disposal by public auction or sealed bid. (Community Development - B. Harless)
34. Discussion and consideration of declaring one (1) Da-lite model 81634 motorized in-ceiling screen with 4X3 format, one (1) 1995 Mitsubishi model CS 27200 television, one (1) Memorex model MVD 454C DVS/VCR, one (1) General Electric model VG4021 VCR, one (1) Bretford 48" television cart, one (1) 20 inch floor buffer (very old) and one (1) Pro Form Crosswalk model 480 treadmill (serial number W54111319) from the Recreation Department surplus property and authorizing their disposal by sealed bid or auction. (Community Services - V. Sullivan)
35. 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. (Information Technology - R. Rushing)
36. Discussion and consideration of 1) declaring one (1) Ductless Fume Hood, Model # AU-550L, surplus property; and 2) authorizing its disposal. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. (PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road. (Community Development - B. Harless)
2. (PC-1872) Public hearing with discussion and consideration of approval of the Replat of the south half of Lot 9 and all of Lot 10, Block 12 in the Pointon City Addition located at 604 S. Marion and in Section 6, T-11-N, R-1-W. (Community Development - B. Harless)
3. (MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Dr. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Minutes of the June 7, 2016 Planning Commission meeting. (Community Development - B. Harless)
2. Convention and Visitors Bureau Quarterly Activity Report for the period ending June 30, 2016. (Community Services - V. Sullivan)

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

June 14, 2016 – 6:00 p.m.

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

Mayor Dukes called the meeting to order at 6:02 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for June 14, 2016. City Manager Guy Henson and Stormwater and Sanitation Manager Paul Streets 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.

*Councilmember Allen arrived at 6:06 p.m.

The mayor closed the meeting at 6:59 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

June 14, 2016 – 7:00 p.m.

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

Mayor Dukes called the meeting to order at 7:10 p.m.

Opening Business. The meeting opened with the invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Dawkins. Mayor Dukes presented a proclamation to Lowe's for their contribution to Tel-Star Elementary and one to Literacy Link in celebration of thirty years. City Manager Guy Henson made community-related announcements.

Consent Agenda. Motion was made by Dawkins, seconded by Reed, to approve the items on the Consent Agenda, as submitted, except for items 5 and 8.

1. Discussion and consideration of approving the minutes of the special meetings of May 5, 2016 and May 23, 2016; and the staff briefing and regular meeting of May 24, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: General Gov't Sales Tax Fund, revenue/Transfers In (14) \$94,649; expenses/General Gov't (14) \$94,649. General Fund, revenue/Taxes (00) \$321,117; revenue/Fines (00) \$161,019; expenses/Transfers Out (00) \$270,327; expenses/City Clerk (02) \$8,100; expenses/Swimming Pool (19) \$21,000; expenses/ Municipal Court (12) \$10,886; expenses/Finance (08) \$20,700. CDBG Fund, revenue/ Transfers In (00) \$3,764; expenses/Grants Mgmt. (39) \$4,541. Police Fund, revenue/ Transfers In (00) \$147,391. CVB Fund, revenue/Transfers In (00) \$128,799. Disaster Relief Fund, expenses/Disaster Relief (88) \$665. Hotel/Motel Fund, revenue/Taxes (00) \$17,190; expenses/Transfers Out (00) \$17,190. Welcome Center Fund, revenue/ Transfers In (00) \$5,157. Park & Rec Fund, revenue/Transfers In (00) \$2,406. General Gov't Sales Tax Fund, revenue/Transfers In (10) \$7,000; expenses/Animal Welfare (10) 7,000. Street & Alley Fund, expenses/Street (09) \$55,056. Disaster Relief Fund, expenses/Disaster Relief (88) \$104,296.
3. 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.

4. Discussion and consideration of approving and adopting a resolution renewing, ratifying and affirming for fiscal year 2016-17 those certain Sales Tax Agreements dated September 1, 2011 and November 1, 2011 pertaining to the Midwest City Municipal Authority's Capital Improvement Refunding Revenue Bonds, Series 2011, and Capital Improvement Revenue Bonds, Series 2011A, respectively.
5. **Discussion and consideration of the approval of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 127 as negotiated for the Fiscal Year 2016/2017.** Motion was made by Dawkins, seconded by Allen, to approve the agreement, as submitted, except for the portion of Article 27 referencing how FOP members pay their health benefits premiums. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. Discussion and consideration of approving and entering into a Retainer Agreement with Holloway, Dobson & Bachman, PLLC for fiscal years 2015-16 and 2016-17 to establish the terms and conditions under which that firm will represent the City in Richard Dequasie v. Health Care Service Corporation, United States District Court, Western District, Case No. CIV-2015-1069-HE.
7. Discussion and consideration of approving the management representation letters to Grant Thornton LLP and accepting the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center, LLC, Lowe's STC, LLC and STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.
8. **Discussion and consideration of renewing an agreement with Midwest Media & Marketing, Inc. for fiscal year 2016-17 in the amount of \$66,000 to provide public relations and marketing services.** No action was taken on this item.
9. Discussion and consideration of renewing the annual agreement with Oklahoma County Health Department to provide for storage for an emergency preparedness trailer owned by health department.
10. Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255B(406)CS, State Job Number 32589(08), with the Oklahoma Department of Transportation in the total amount of \$550,578 to reconstruct and signalize the railroad crossing located on NE 10th Street between Sooner Road and Air Depot Boulevard, with Midwest City contributing \$26,869.
11. Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255N(407)CS, State Job Number 32589(09), with the Oklahoma Department of Transportation in the total amount of \$420,052 to reconstruct and signalize the railroad crossing located on Sooner Road between Reno Avenue and NE 10th Street, with Midwest City contributing \$28,187.
12. Discussion and consideration of accepting maintenance bonds for Turtlewood Addition, Section 5, from Silver Star Construction Company, Inc. in the amount of \$45,930.85 for the paving improvements and from H & H Plumbing and Utilities, Inc. in the amount of \$21,023.80 and \$10,248.20 for the water line and storm sewer improvements, respectively.

13. Discussion and consideration of approving and entering into an Embedded Worker Agreement with the Oklahoma Department of Human Services, beginning July 1, 2016 through June 30, 2017, to embed an OKDHS social worker within the police department to assist in the assessment of child abuse and neglect cases.
14. Discussion and consideration of approving and entering into a S.T.E.A.M. Camp Contract in an amount not to exceed \$6,500.00 with Thick Descriptions to establish the terms and conditions under which Thick Descriptions will provide a week-long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to Neighborhoods In Action Youth Summer Camp participants.
15. Discussion and consideration of approving and entering into an agreement with GMR & Associates, Inc. to perform annual groundwater monitoring in the Midwest City Town Center Plaza Development for calendar year 2016 in an amount not to exceed \$6,500.00.
16. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Steed Head Start facility located at 2118 Flannery Drive.
17. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street.
18. Discussion and consideration of approving and entering into a Facility Lease Contract with the Oklahoma Spartans Youth Organization (OSYO) for the use of Tel-Star North Football Complex from July 1, 2016 through June 30, 2021.
19. Discussion and consideration of approving and entering into the FY 2016-2017 Service Contract with the Oklahoma Spartans Youth Organization for the Tel-Star North Football Complex for the period from July 1, 2016 through June 30, 2017.
20. Discussion and consideration of approving and entering into the FY 2016-2017 Services Contract with the Midwest City Baseball Association for services at Reed Baseball Complex and Civic Baseball Complex from July 1, 2016 through June 30, 2017.
21. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2016-17.
22. Discussion and consideration of renewing an agreement with the Oklahoma Humane Place Spay/Neuter Clinic to perform veterinary services associated with the Adopt-A- Pet program for fiscal year 2016-2017.
23. Discussion and consideration of renewing agreements with Amber Oaks Vet Hospital and Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2016-2017.

24. Discussion and consideration of approving and entering into agreements for fiscal year 2016-17 with Animal Medical Center, Pet-Vet Animal Clinic and Reno Animal Hospital, who are electing to offer free services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.
25. Discussion and consideration of the reappointment of Nancy Rice and Cindy Bullen to the Traffic and Safety Commission for additional two-year terms.
26. Discussion and consideration of 1) declaring one (1) GE Refrigerator serial number GS52373 from the Police Department as surplus property; and 2) authorizing the disposal of this property by public auction or sealed bid.

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

Discussion Items.

1. **Public hearing with discussion and consideration of approving and adopting a resolution of the City of Midwest City, Oklahoma approving and adopting the budget for the City of Midwest City, Oklahoma for the 2016-2017 fiscal year in the total amount of \$93,225,999 and establishing budget amendment authority.** The following citizens addressed the Council: Glenn Goldschlager, 1409 Evergreen Circle; Doug Beabout, 13200 Shirley Lane; Ruby Bray, 1308 McGregor Drive; Debbie Fisher, 1509 McGregor Drive; Beverly Coate, 1608 McGregor Drive; Robert Toney, 116 Ridgewood Drive; Steve Huff, 13220 Shirley Lane; and Police Chief Brandon Clabes and Fire Chief Bert Norton. Motion was made by Reed, seconded by Allen, to approve and adopt Resolution #2016-10, as submitted. Voting aye: Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Abstain: McClure. Absent: none. Motion carried.
2. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, by amending Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, Section 15-15, Fire lanes, Section 15-15, Blocking fire hydrants and fire department connections, Section 15-22, Location of fire hydrants, Section 15-24, Smoke detectors, and Section 15-26, Access and operational standards for controlled access gates and gated subdivisions; by amending Article II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required; by amending Article II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; recovery of costs; by amending Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56, Amendments; by amending Article III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-61, Adopted; by amending Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-72, Alarm and detection systems plan review; fee, and Section 15-73, Sprinkler systems; by amending Article IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, and Section 15-101, Permit required; fees, and by amending Article IV, Open Burning, by repealing Section 15-104, Burn pit defined; inspection; revocation of permit; establishing an effective date; and providing for repealer and severability.** No action was taken on this item.

3. **Discussion and consideration of approving and entering into a Personal Services Contract with Emergency Services Consulting International to conduct a fire department master plan study for the amount of \$46,296.** Motion was made by McClure, seconded by Dawkins, to approve and enter into a Personal Services Contract in the amount of \$46,296 with Emergency Services Consulting International to conduct a fire department master plan study with additional language in Phase 4 regarding National Fire Protection Association 1710 standards, and to renew the contract for the 2016-17 fiscal year. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of approving and entering into an Agreement to Provide Professional Consulting Services in an amount not to exceed \$68,000 with Matrix Consulting Group to conduct a Police Department Study.** Motion was made by Dawkins, seconded by Allen, to approve and enter into an Agreement to Provide Professional Consulting Services in an amount not to exceed \$68,000 with Matrix Consulting Group to conduct a Police Department Study and to renew the agreement for the 2016-17 fiscal year. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of 1) appointing a replacement to fill Pat Byrne's seat on the Economic Development Advisory Committee (EDAC) that is now vacant due to his resignation because of his election to the City Council; and 2) reappointing Ed Miller or appointing a replacement for the second Council appointee seat on the EDAC.** Motion was made by McClure, seconded by Reed, to appoint Wade Moore to fill the remainder of Pat Byrne's unexpired term ending April 14, 2017; and to reappoint Ed Miller to an additional three-year term to end on April 14, 2019. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration of accepting the recommendations of the Original Mile Reinvestment Committee for FY 2015-16.** Motion was made by McClure, seconded by Dawkins, to approve and implement the following recommendations of the Original Mile Reinvestment Committee for FY 2015-16 as submitted: Park Design (currently advertised) \$70,000; develop infill housing on six city-owned lots (shovel ready lots with incentive package to spur redevelopment of housing in neighborhood) \$120,000; purchase additional properties for redevelopment (in targeted areas) \$150,000; prepare Overlay District Guidelines \$15,000.00; Node and Linkage Study (including public information stations and events to support and market concepts \$12,000 for study, \$8,000 for events and promotion) \$20,000; Lockheed Corridor Development (including sidewalk improvements and lighting) \$600,000; Key Boulevard Corridor Development (including sidewalk improvements, lighting, landscaping) \$600,000; and purchase additional monuments \$15,000. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

Beverly Coate, 1608 McGregor Drive; and James Harpin, 1250 N. Air Depot #119, addressed the Council.

Adjournment.

There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: McClure, Dawkins, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 9:12 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



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

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Frank Chen, Deputy Finance Director
DATE: June 28, 2016
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of May, 2016.

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

Sewer Construction (186) decreased because of the payment to:
Garney Companies, Inc. <\$133,671>

Sanitation (190) decreased and **Utilities Capital Outlay (189)** increased due to the budgeted transfer of \$390,354.

MWC Utilities Authority (193) decreased because of the payments for:
Solider Creek Industrial Park <\$676,696>

MWC Hospital Authority (425) increased resulting from:
(9010)-unrealized gain on investment \$803,915
(9050)-unrealized gain on investment \$144,138

This item is at Council's discretion.

Frank Chen

Frank Chen
Deputy Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending May, 2016
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,950,762	-	2,053,701	522,051	(624,991)	(102,939)	1,950,762
10	GENERAL	4,795,076	(162,415)	4,222,650	34,634,985	(34,224,974)	410,011	4,632,662
11	CAPITAL OUTLAY RESERVE	892,260	-	873,787	18,473	-	18,473	892,260
13	STREET AND ALLEY FUND	1,782,095	-	1,729,956	536,209	(484,070)	52,139	1,782,095
14	TECHNOLOGY FUND	485,659	-	481,257	393,806	(389,403)	4,403	485,659
16	REIMBURSED PROJECTS	983,106	(184,121)	675,743	530,665	(407,423)	123,242	798,985
17	29TH & DOUGLAS PROPERTY	5,500,000	(289,774)	5,210,226	125,201	(125,201)	-	5,210,226
20	MWC POLICE DEPARTMENT	1,418,567	(7,222)	1,518,741	11,589,862	(11,697,257)	(107,396)	1,411,345
21	POLICE CAPITALIZATION	910,271	-	676,458	488,545	(254,732)	233,813	910,271
25	JUVENILE FUND	54,998	-	104,185	102,958	(152,145)	(49,187)	54,998
30	POLICE STATE SEIZURES	44,911	-	38,409	16,648	(10,146)	6,502	44,911
31	SPECIAL POLICE PROJECTS	49,039	-	50,212	6,974	(8,147)	(1,173)	49,039
33	POLICE FEDERAL PROJECTS	87,053	-	92,441	1,333	(6,720)	(5,387)	87,053
34	POLICE LAB FEE FUND	18,696	-	21,465	9,730	(12,500)	(2,770)	18,696
35	EMPLOYEE ACTIVITY FUND	17,238	-	15,875	10,348	(8,985)	1,363	17,238
36	JAIL	152,535	-	185,400	103,189	(136,054)	(32,865)	152,535
37	POLICE IMPOUND FEE	177,386	-	111,976	67,246	(1,837)	65,410	177,386
40	MWC FIRE DEPARTMENT	1,240,551	(4)	888,234	9,298,831	(8,946,518)	352,313	1,240,547
41	FIRE CAPITALIZATION	528,912	-	592,836	338,700	(402,623)	(63,923)	528,912
45	MWC WELCOME CENTER	345,554	(171)	325,488	192,576	(172,681)	19,895	345,383
46	CONV / VISITORS BUREAU	184,049	-	140,024	307,710	(263,685)	44,025	184,049
50	DRAINAGE TAX FUND	179,808	-	253,942	185,306	(259,440)	(74,134)	179,808
60	CAPITAL DRAINAGE IMP	408,787	-	334,872	416,938	(343,023)	73,915	408,787
61	STORM WATER QUALITY	915,548	-	884,423	693,654	(662,529)	31,125	915,548
65	STREET TAX FUND	1,294,252	-	1,080,011	421,421	(207,181)	214,240	1,294,252
70	EMERGENCY OPER FUND	732,553	-	740,750	376,686	(384,882)	(8,197)	732,553
75	PUBLIC WORKS ADMIN	270,740	-	216,227	842,235	(787,722)	54,513	270,740
80	INTERSERVICE FUND	139,282	-	146,291	1,969,385	(1,976,395)	(7,010)	139,282
81	SURPLUS PROPERTY	314,677	(247,440)	57,402	46,812	(36,976)	9,835	67,237
115	ACTIVITY FUND	261,277	-	304,088	158,836	(201,646)	(42,811)	261,277
123	PARK & RECREATION	568,304	-	378,386	512,731	(322,813)	189,919	568,304
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	404,757	(404,757)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	209,245	(5,795)	261,039	54,866	(112,454)	(57,588)	203,451
143	GRANT FUNDS	85,395	(25,395)	58,318	320,022	(318,340)	1,682	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending May, 2016
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,958,779	(5,832)	2,530,406	855,718	(433,177)	422,540	2,952,947
172	CAP. WATER IMP-WALKER	530,741	(13,850)	864,897	423,882	(771,887)	(348,005)	516,891
178	CONST LOAN PAYMENT REV	2,083,978	(12,218)	1,694,117	658,644	(281,000)	377,643	2,071,761
184	SEWER BACKUP FUND	80,909	-	80,681	1,694	(1,466)	228	80,909
186	SEWER CONSTRUCTION	6,059,192	(2,779,239)	4,652,015	1,424,299	(2,796,362)	(1,372,063)	3,279,952
187	UTILITY SERVICES	432,623	(924)	384,521	1,029,633	(982,455)	47,178	431,700
188	CAP. SEWER IMP.-STROTH	223,968	(8,439)	166,194	382,348	(333,013)	49,334	215,528
189	UTILITIES CAPITAL OUTLAY	1,709,083	(133,668)	(129,021)	2,278,464	(574,028)	1,704,436	1,575,415
190	MWC SANITATION DEPARTMENT	2,029,622	-	2,166,341	5,287,679	(5,424,397)	(136,718)	2,029,622
191	MWC WATER DEPARTMENT	471,783	-	730,063	5,147,033	(5,405,313)	(258,280)	471,783
192	MWC SEWER DEPARTMENT	1,144,677	-	971,908	4,970,625	(4,797,856)	172,769	1,144,677
193	MWC UTILITIES AUTHORITY	561,231	(33,571)	1,107,612	106,178	(686,130)	(579,952)	527,660
194	DOWNTOWN REDEVELOPMENT	3,492,015	(6,953)	3,165,630	1,255,223	(935,791)	319,432	3,485,063
195	HOTEL/CONFERENCE CENTER	639,203	(1,284,709)	(314,204)	4,997,183	(5,328,485)	(331,301)	(645,505)
196	HOTEL 4% FF&E	1,149,514	-	1,266,980	199,887	(317,353)	(117,466)	1,149,514
197	JOHN CONRAD REGIONAL GOLF	164,727	(4,167)	86,403	999,925	(925,768)	74,157	160,560
201	URBAN RENEWAL AUTHORITY	62,990	-	3,804	65,586	(6,400)	59,186	62,990
202	RISK MANAGEMENT	3,136,518	(37)	3,812,390	1,844,514	(2,520,422)	(675,908)	3,136,481
220	ANIMALS BEST FRIEND	72,570	-	69,763	22,084	(19,277)	2,807	72,570
225	HOTEL MOTEL FUND	-	-	-	543,073	(543,073)	-	-
230	CUSTOMER DEPOSITS	1,406,172	(1,406,172)	-	28,963	(28,963)	-	-
235	MUNICIPAL COURT	105,435	(105,435)	-	2,053	(2,053)	-	-
240	L & H BENEFITS	1,696,434	(110,784)	1,943,651	6,396,803	(6,754,803)	(358,000)	1,585,650
250	CAPITAL IMP REV BOND	3,318,662	(61,433,123)	(61,635,836)	13,607,586	(10,086,211)	3,521,375	(58,114,461)
269	2002 G.O. STREET BOND	3,136,300	-	3,341,434	206,246	(411,381)	(205,135)	3,136,300
310	DISASTER RELIEF	1,495,186	(184,669)	1,407,848	174,696	(272,027)	(97,331)	1,310,517
340	REVENUE BOND SINKING FUND	-	-	-	5,129,505	(5,129,505)	-	-
350	G. O. DEBT SERVICES	1,351,713	-	1,431,347	1,541,308	(1,620,942)	(79,634)	1,351,713
351	TAX INCREMENT FINANCING	-	(1,227,332)	(1,181,139)	-	(46,193)	(46,193)	(1,227,332)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	74,400,255	(9,792,283)	66,270,390	226,733	(1,889,150)	(1,662,417)	64,607,974
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,852,067	(352,067)	2,500,000	50,495	(50,495)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	9,257,334	(10,672)	9,223,576	1,574,676	(1,551,591)	23,085	9,246,661
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	4,127,156	(154,711)	3,157,879	3,037,781	(2,223,213)	814,568	3,972,447
	TOTAL	157,164,581	(79,983,189)	74,509,619	130,170,203	(127,498,429)	2,671,775	77,181,394



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: June 28, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Street & Alley Fund, expenses/Street (09) \$3,205. Fire Fund, revenue/Transfers In (00) \$119,172. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$39,856; expenses/Street (09) \$45,773. Grants Fund, revenue/Intergovernmental (62) \$21,275; expenses/Police (62) \$21,275. Fire Capitalization Fund, revenue/Transfers In (00) \$3,206; expenses/Fire (64) \$3,206. Grants Fund, revenue/Intergovernmental (62) \$75,000; Transfers In (62) \$5,355; expenses/Police (62) \$80,355. Police Impound Fees Fund, expenses/Transfers Out (62) \$5,355. Reimbursed Projects Fund, expenses/General Gov't (14) \$76. Decrease: CVB Fund, revenue/Transfers In (00) \$119,172.

The first supplement is needed to increase budget for relocating water line and fire hydrants related to Sooner Rd/SE 15th St. Improvements Project. The second supplement is needed to increase budget for transfer in from General Fund to amount anticipated to end of fiscal year. The third supplement is needed to budget insurance proceeds related to damaged street signal box at SE 29th and Sooner Rd. and cost of replacement signal box. The fourth supplement is needed to budget the FY16 Byrne Justice Assistance Grant to be used to purchase equipment for law enforcement purposes. The fifth supplement is needed to reclass purchase of garage door openers in Fire Fund to capital outlay fund. The sixth and seventh supplements are needed to budget 2016 Safe Oklahoma Grant to be used to fund overtime worked related to policing high violent crime areas and budget transfer in from Impound Fees Fund to Grants Fund to pay social security related to grant. The eighth supplement is needed to roll forward remaining budget for 311 App Hospital Authority Grant from fiscal year 2014-2015 to current fiscal year. The decrease is needed to correct supplement submitted to Council on June 14th. The supplement increasing the transfer in from General Fund should have been to the Fire Fund instead of the CVB Fund.

Frank Chen

Deputy Finance Director

SUPPLEMENTS

June 28, 2016

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			3,205	
		0	0	3,205	0
		0	0	3,205	0

Explanation:
Increase budget for relocating water line and fire hydrants related to Sooner Rd./15th St. Improvements Project. Funding to come from fund balance.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	119,172			
		119,172	0	0	0
		119,172	0	0	0

Explanation:
Increase budget for transfer in from General Fund to amount anticipated to end of fiscal year.

Fund GEN GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Miscellaneous	39,856			
09	Street			45,773	
		39,856	0	45,773	0
		39,856	0	45,773	0

Explanation:
Budget insurance proceeds related to damaged street signal box at 29th and Sooner Rd. and cost of replacement signal box. Cost in excess of insurance proceeds will be funded from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	21,275			
62	Police			21,275	
		21,275	0	21,275	0
		21,275	0	21,275	0

Explanation:
Budget FY16 Byrne Justice Assistance Grant to be used to purchase equipment for law enforcement purposes.

SUPPLEMENTS

June 28, 2016

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	3,206			
64	Fire			3,206	
		3,206	0	3,206	0
		3,206	0	3,206	0

Explanation:
Supplement budget to reclass expense for purchase of garage door openers in Fire Fund (040) to capital outlay fund.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	75,000			
62	Transfers In	5,355			
62	Police			80,355	
		80,355	0	80,355	0
		80,355	0	80,355	0

Explanation:
Budget 2016 Safe Oklahoma Grant from Oklahoma Attorney General to be used to fund overtime related to policing in high violent crime areas in the community and budget transfer in from Impound Fees Fund to pay for social security related to grant.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		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	Transfers Out			5,355	
		0	0	5,355	0
		0	0	5,355	0

Explanation:
Budget transfer to Grants Fund to pay for social security expenses related to 2016 Safe Oklahoma Grant. Funding to come from fund balance.

SUPPLEMENTS

June 28, 2016

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			76	
		<u>0</u>	<u>0</u>	<u>76</u>	<u>0</u>

Explanation:
Roll forward remaining budget for 311 App Hospital Authority Grant from fiscal year 2014-2015 to current fiscal year. Funding to come from fund balance.

DECREASES

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In		119,172		
		<u>0</u>	<u>119,172</u>	<u>0</u>	<u>0</u>

Explanation:
Decrease budgeted transfer in from General Fund to correct supplement submitted to Council 6/14/16. The supplement should have been to Fire Fund (see above) rather than CVB Fund.



City Manager
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 28, 2016

RE: Discussion and consideration of approving a .05 percent cost of living increase effective July 1, 2016 for all employees not covered by a collective bargaining agreement and expanding longevity pay to be paid for up to a maximum of 30 years of service.

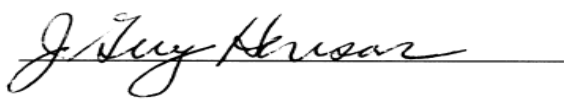
Staff is recommending a cost of living increase for all full time employees not covered by a collective bargaining agreement. As we are still in negotiations with the IAFF, nothing has been finalized with that group of employees. As with the FOP, non-represented employees' longevity pay will increase to a maximum of 30 years and be calculated by taking \$100.00 a year times the years of service with 1/26th of that total number paid each pay period. We anticipate longevity pay will total \$8000 in FY 2016-17.

The cost per fund for the cost of living increase is as follows:

General Fund	\$71,216
Technology	\$1,666
Police Civilian	\$15,865
Juvenile	\$1,469
Fire Civilian	\$3,511
Welcome Center	\$921
CVB	\$1776
Capital Drainage	\$2,281
Storm Water	\$4,271
Emergency Operations	\$3,138
PWA	\$7,382
Fleet	\$6,562
Surplus	\$239
Parks	\$645
CDBG	\$2,400
Utility Service	\$6,356
Sanitation	\$9,445
Water	\$18,805

Sewer	\$24,819
Downtown	\$447
Hotel MWC Admin	\$478
Golf	\$4,530
Risk	\$1,301
L&H	\$387
Disaster Relief	\$1,280
Hospital Discretionary	\$708
Total	\$191,898

Action is at the Council’s discretion.



J. GUY HENSON
City Manager



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 28, 2016

RE: Discussion and consideration of renewing a property insurance policy from Travelers Insurance with a \$25,000 deductible at a premium rate of \$0.285 cents per hundred dollars of value for all property; a \$100,000 deductible for wind/hail claims; and a \$2,500 deductible at a premium rate of \$71,049 for coverage of all City vehicles under the terms and conditions contained in the proposal submitted by First Point Insurance for property insurance for fiscal year 2016-2017.

Attached is a copy of the renewal property insurance quote for the City of Midwest City facilities, equipment and vehicles for the 2016-2017 fiscal year.

This fiscal year the City is insuring in excess of \$127 million in buildings and contents. The City's wind/hail deductible is \$100,000 due to the overall loss ratio in the State of Oklahoma. Auto physical damage deductible is \$2,500 per vehicle vs \$5,000 for last fiscal year. Earthquake coverage and deductible remains the same as 2015-2016 fiscal year.

If you have any questions regarding the City's property insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

Lynn Smithson
Risk Manager

Property Coverages



		<u>2015-2016</u>		<u>2016-2017</u>	
1	Property Blanket Building/Personal Property	Limit Deductible Premium	\$167,389,481 \$25,000-\$100,000 Wind/Hail* \$494,623 Property Rate .284		\$127,101,325 \$25,000-\$100,000 Wind/Hail \$374,297 Property Rate .285
2	EDP (Computer Equipment)	Limit Deductible Premium	1,504,618 \$1,000 Included In Property		Coverage is provided under contents limit per location \$5,000 Included in Property
3	Boiler and Machinery/Equipment Breakdown		Coverage is included in the property limit. Sublimits: Expediting Expense, Pollution Clean-Up, Spoilage at \$250,000 each		Coverage is included in the property limit. Sublimits: Expediting Expense, Pollution Clean-Up, Spoilage at \$250,000 each
		Limit Premium	Included In Property		Included In Property
4	Inland Marine				
	4a. Contractors Equipment <small>(Pull Behind, Off Road, Misc Contr Equip)</small>	Limit Deductible	\$4,286,058 \$5,000		\$5,563,934 \$5,000
	4b. Miscellaneous Property <small>(Copiers, Telephones, Holiday Lights)</small>	Limit Deductible	\$2,003,886 \$5,000		\$939,992 \$5,000
	4c. Fine Arts located in Library	Limit Deductible	\$148,300 \$1,000		\$148,300 included in Scheduled Property \$1,000
	4d. Leased or Rented Items	Limit Deductible	\$360,000 \$5,000		\$360,000 \$5,000
		Premium	\$44,483		\$45,543
5	Automobile Physical Damage		Automatic Auto Physical Damage Coverage - Described Autos - Owned commercial autos and Owned private passenger autos for Comprehensive Coverage Only		Automatic Auto Physical Damage Coverage - Described Autos - Owned commercial autos and Owned private passenger autos for Comprehensive Coverage and Collision
		Limit Deductible	\$14,718,869 5,000 per vehicle Hired Car Physical Damage		Per schedule Submitted 2,500 per vehicle Hired Car Physical Damage
		Deductible Premium	\$1,000 \$62,870		\$1,000 \$71,049

* A 250,000 Wind/Hail Deductible applies to locations 4 and 5 (Reed Convention Center, Sheraton Hotel)

Disclaimer:

Information contained in this proposal is descriptive only. This proposal contains highlights or typical features available in our policies. These features are subject to change based upon underwriting and may or may not be available or apply to your policy. The precise coverage afforded is subject to the terms and conditions of the policies issued. The Company reserves the right, in its sole discretion, to amend or withdraw this Proposal if the Company becomes aware of any new, corrected or updated information that The Company reasonably believes would change its underwriting evaluation

Property Coverages



		2015-2016	2016-2017		
6	Blanket Earnings and Extra Expense	Limit	\$4,044,000		
		Deductible	72 Hours		
		Coins%	50%		
		Premium	Included in Property Premium		
		\$1,000,000	72 Hours		
		50%	Included in Property Premium		
		Included in Property Premium	Included in Property Premium		
7	Earthquake	Limit	\$10,000,000		
		Deductible	\$100,000		
		Premium	Included in Property Premium		
		\$10,000,000	\$100,000		
		Included in Property Premium	Included in Property Premium		
8	Flood	Limit	\$5,000,000		
		Deductible	See Attached List on Page 7		
		Premium	Included in Property Premium		
		\$5,000,000	See Attached List on Page 7		
		Included in Property Premium	Included in Property Premium		
9	Deluxe Public Sector Service Endorsement	Confiscated Property	\$100,000		
		Street Lights - each item	\$100,000		
		Street Lights - per occurrence	\$1,000,000		
		Street Signs - each item	\$2,500		
		Street Signs - per occurrence	\$50,000		
		Traffic Signs and Lights - each item	\$100,000		
		Traffic Signs and Lights - per occurrence	\$500,000		
		Stadium Lights - each item	\$250,000		
		Stadium Lights - per occurrence	\$1,093,550		
		Covered Fences			
		12 38	711 S Douglas Blvd	Decorative Metal Fence	\$400,000
		60 190	101 N Midwest Blvd	Decorative Fence	\$75,000
		69 208	Doug Hunt Softball Complex	Crittenden Field Fence	\$65,000
		77 223	red Quinn Happy Trails Dog Park	Park Fence	\$35,000
		82 230	100 N Midwest Blvd	Decorative Rock Wall Fence	\$207,000
		81 229	9601 NE 16th St	Fence	\$100,000
		84 232	2401 S Post Rd	Fencing & Backstop	\$83,165
		85 233	9600 NE 19th St	Fence	\$100,000
		88 264	8700 E Reno	Fencing & Backstop	\$12,000
		88 265	8700 E Reno	Fencing & Backstop	\$12,000
		88 266	8700 E Reno	Fencing & Backstop	\$12,000
		89 267	Doug Hunt Softball Complex	Mitchell Field Fence	\$65,000
		91 269	Doug Hunt Softball Complex	Sanderson Field Fence	\$65,000
		80 228	10570 Waterplant Rd	Fence	\$5,200
		90 268	101 N Douglas Blvd	Play Area/Basketball Courts/Goals/Fences	\$50,000
		Premium	Included in Property Premium		
			Included in Property Premium		
		\$601,976	\$490,889		
Annual Premium		(Premium Includes TRIA (Terrorism Coverage))	(Premium Includes TRIA (Terrorism Coverage))		

Disclaimer:
Information



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

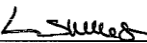
FROM: Lynn Smithson, Risk Manager

DATE: June 28, 2016

RE: Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's Auto and General Liability Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$110,726 for a self-insured retention of \$250,000 per occurrence.

Attached is a public entity excess liability insurance proposal with OneBeacon Government Risks for the City of Midwest City's Auto and General Liability Self-Insurance Plan for the 2016-2017 fiscal year. OneBeacon Government Risks' proposal is the low bid. The self-insured retention for the City is \$250,000 per occurrence. Under this proposal OneBeacon will be providing excess liability coverage in the areas of: general liability, auto liability, law enforcement liability, and public official's legal liability.

Staff recommends approval.



Lynn Smithson
Risk Manager



Liability Coverages

	2015-2016	2016-2017
10 General Liability		
General Aggregate	4,000,000	4,000,000
Products/Completed Operations Aggregate	4,000,000	4,000,000
Coverage A Bodily Injury and Property Damage		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Coverage B Personal and Advertising Injury		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Damage to Premises Rented to You Each Occurrence	1,000,000	2,000,000
Coverage C Health Care and Social Services		
Each Wrongful Act	Not Covered	Not Covered
Medical Expense	Not Covered	Not Covered
Sexual Abuse		
Each Occurrence	1,000,000	1,000,000
Premium	\$25,487	\$26,173
Terrorism Premium	\$765	\$785
11 Professional Liability		
Public Officials Errors & Omissions		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Employment Practices		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Benefits Administration		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Law Enforcement Liability		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Premium	\$58,815	\$60,390
12 Automobile Liability		
Liability	2,000,000	2,000,000
Self-Insured Retention	250,000	250,000
Hired Excess Auto Liability	Covered	Covered
Non-Owned Auto Liability	Covered	Covered
Broad Form Endorsement		
All Owned Vehicles		
Premium	\$21,755	\$23,378
Premium Including Terrorism	106,822	110,726



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

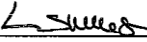
FROM: Lynn Smithson, Risk Manager

DATE: June 28, 2016

RE: Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the Workers Compensation Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$219,357 for self-insured retention of \$500,000 per claim for police and fire employees, and \$450,000 per claim for all other employees.

Attached is an excess workers compensation proposal from Midwest Employers for the City's workers compensation self-insurance plan for the 2016-2017 fiscal year.

Staff recommends approval.



Lynn Smithson
Risk Manager

**Excess Worker's Compensation
Midwest Employers Casualty**

Renewal Comparison		
	<u>2015-2016</u>	<u>2016-2017</u>
Specific & EL Retention	\$450,000	\$450,000
Specific & EL Retention - 7710	\$500,000	\$500,000
Specific & EL Retention - 7720	\$500,000	\$500,000
Aggregate Limit	\$1,000,000	\$1,000,000
Estimated Aggregate Retention	\$2,316,320	\$1,956,697
Minimum Aggregate Retention	\$2,314,604	\$1,917,563
Estimated Policy Period Premium	\$204,770	\$219,357
	Estimated Payroll 2015-2016 26,448,633	Estimated Payroll 2016-2017 27,519,142



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: June 28, 2016

RE: Discussion and consideration of renewing the contract with Constellation New Energy Gas Division for the purchase of natural gas for City facilities using more than 1,000 MMBtu (decatherm) through July 31, 2016 and through July 31, 2017.

Staff recommends that the City renew its contract with Constellation New Energy Gas Division, the successor to ONEOK, for the purchase of natural gas for City facilities using more than 1,000 MMBtu through July 31, 2017. All first of the month nominated volumes will be priced at "Index" plus \$0.05 per MMBtu. It is estimated the previous year's contract saved the City approximately \$20,000 for natural gas costs.

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

Tim L. Lyon

Tim Lyon, Assistant City Manager

(Attachment 1)



Account Manager: Brian Dye
 (918) 518-5803
 Brian.Dye@Constellation.com

DEAL NO. NGIDX21663341

Transaction Confirmation

This Transaction Confirmation, which constitutes a Nomination Order, is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective November 01, 2009, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and City of Midwest City ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: June 10, 2016
Buyer: City of Midwest City
Seller: CONSTELLATION NEWENERGY - GAS DIVISION, LLC
Facility Name: City of Midwest City PHYS POOL ACCOUNT
Delivery Period: August 01, 2016 - July 31, 2017 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Buyer's estimated nomination range is from 906 MMBtu to 2924 MMBtu per month.

Usage Variance : The price stated herein is based on the facility's historic and/or estimated monthly usage and metered rate of consumption. Buyer agrees to use reasonable efforts to provide Constellation prompt prior written notice before any significant change in the facility's anticipated usage of natural gas, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility.

Deal Type: Physical INDEX

Contract Quantity (MMBtu): As nominated by Customer 5 business days prior to NYMEX Last Day Settle or, in the event Customer does not provide nomination, as determined by Constellation for each month of flow.

Index Price : To be based on the index price published in the first issue of "Inside FERC's Gas Market Report" for the calculation period, in the section "Prices of Spot Gas Delivered to Pipelines" under the heading "Oneok Gas Transportation LLC" for "Oklahoma-Index".

Index Adder : Index Price Plus 0.0500/MMBtu
 US\$ Rounded to four decimal places
 Plus applicable taxes

The price referenced herein is inclusive of fuel.

Incremental Pricing : The price for volumes below, or in excess of the Customer's first of the month nomination, will be calculated as follows:

For volumes above the Customer's first of the month nomination, Constellation shall charge Customer a price based upon the applicable index as published in Gas Daily's "Daily Price Survey" or the applicable first of the month published index, plus transport, fuel and any charges associated with delivery of gas to the Delivery Point unless such volumes are covered under a separate transaction confirmation.



For volumes below the customer's first of the month nomination, Constellation shall credit Customer a price based upon the applicable index as published in Gas Daily's "Daily Price Survey" or the applicable first of the month published index, plus any charges associated with delivery of gas to the Delivery Point unless such volumes are covered under a separate transaction confirmation.

Notwithstanding the foregoing, if during the month of delivery Customer directs Constellation to purchase or sell volumes of gas, such volumes will be based on the then-current spot market price, as determined by Constellation in its reasonable discretion.

Alternative Pricing Mechanism : The above described index pricing may be amended by a mutually agreed to fixed, NYMEX based, price arrangement at any time during the Delivery Period herein. Upon expiration of such a fixed price arrangement before the end of the Delivery Period, the pricing mechanism shall return to the index pricing of the Delivery Period herein.

NYMEX Trigger Rights : Customer has the right to trigger the NYMEX price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX settlement for each applicable month.

Allocation : Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Pipeline : OGT

Delivery Point(s) : Pool

Utility : ONG

LDC Account No(s) : 2067990, 2068000, 2068010, 2068020, 2068030, 2068040

Seller's planned billing method for this facility is to bill Buyer based on: Actual Consumption

Period of Daily Balancing: Should an operational flow order or period of daily balancing occur, Constellation will attempt to adjust Buyer's daily nomination to match expected usage as determined by Constellation. The incremental increased or decreased volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 12 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 Days prior to the expiration of the then-current Extension Term. Each month, the default price (the "Evergreen Price") will equal the applicable published index, plus transportation, fuel and any other charges associated with the delivery of gas to the Delivery Point. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via fax to 502-213-9103 or email to CNEGasConfirmationsKY@Constellation.com.



Constellation NewEnergy-Gas Division, LLC

David T. Denny
 David T. Denny
 Vice President

6/10/2016

PA-150624
 NGIDX21663341
 6/10/2016 1:02:35 PM

City of Midwest City

By: _____

Name: _____

Title: _____

Date: _____



THE CITY OF
MIDWEST CITY

TO: Honorable Mayor and City Council

FROM: Tim Lyon, Assistant City Manager of Administration

DATE: June 28, 2016

RE: Discussion and consideration of renewing the contract for On-Site Turnkey Vehicle and Equipment Part Operation for FY 2016-2017 with O'Reilly Auto Parts.

O'Reilly Auto Parts has agreed to renew the City's On-Site Turnkey Vehicle and Equipment Part Operation contract with the City of Midwest City without modification for Fiscal Year 2016-2017. This program has provided the Fleet Services Department an efficient and cost effective method of purchasing parts and lubricants.

In FY 2016/2017 approximately \$50,000 per month was encumbered for replacement parts for City vehicles and equipment.

Staff recommends approval.

Tim L. Lyon

Tim Lyon, Assistant City Manager of Administration

Attachment (1)



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

Memorandum

TO: Honorable Mayor and Council

FROM: Guy Henson, City Manager

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing an agreement in the amount of \$50,000 with Mid-Del Youth and Family Center, Inc. for emergency youth shelter, counseling, juvenile diversionary, training/consultation and community education services for fiscal year 2016-17.

The attached agreement is a renewal of the terms of an agreement the city has had with Mid-Del Youth and Family Center, Inc. for a number of years. The funds are budgeted in the general government contractual account.

Staff recommends approval.

A handwritten signature in black ink, reading "J. Guy Henson", is written over a horizontal line.

J. GUY HENSON
City Manager

Attachment

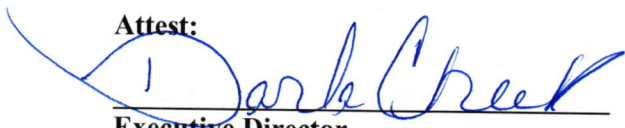
**MIDWEST CITY AND MID-DEL YOUTH AND FAMILY CENTER AGREEMENT
FY 2016-2017**

This agreement dated on the _____ day of _____, 2016 is by and between the City of Midwest City Oklahoma, hereinafter called "City" and Mid-Del Youth and Family Center, Inc., hereinafter called "Mid-Del".

1. In consideration of this agreement, the City agrees to pay the sum of \$50,000, half of which will be submitted by invoice at the beginning of the fiscal year and the other half being submitted at the middle of the fiscal year. Midwest City shall provide a facility located at 2600 North Air Depot, Oklahoma City, Oklahoma for use by Mid-Del as an emergency youth shelter, as needed and under the terms and conditions specified in separate lease agreements between City and Mid-Del.
2. Mid-Del shall furnish to the City the services listed as follows:
 - (A) Emergency Youth Shelter
 - (B) Counseling
 - (C) Juvenile Diversionary Program
 - (D) Training/Consultation and community education
3. Mid-Del shall also give priority to City for crisis intervention, information/referral services and Substance Abuse Subtle Screening Inventory (SASSI) for the Municipal Court. If a fee is assessed for said services, then that fee shall only be payable by the said client receiving said services and Mid-Del agrees no claim shall be made to City for providing said service.
4. This agreement shall be effective from July 1, 2016 through June 30, 2017 and may be renewed for successive one-year periods upon 30 days written notice in advance of the termination date accepted by the other party.
5. This agreement may be terminated by either party during the primary term or any extension thereto by written notice mailed certified mail, return receipt requested, at least 90 days prior to the proposed termination date. Date of mailing shall be the date of notice.
6. This agreement constitutes the entire agreement between the parties relating to the services consideration. This agreement is not assignable by either party. This agreement shall only be amended by a written document properly executed by both parties.

Dated this _____ day of _____ 2016

Attest:


Executive Director

Mid-Del Youth and Family Center, Inc.

President of the Board

Approved by the City Council of Midwest City, Oklahoma, this _____ day of _____, 2016
Attest:

City Clerk

Mayor

City Manager

City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing an agreement with MidwestMedia & Marketing, Inc. for fiscal year 2016-17 in the amount of \$66,000 to provide public relations and marketing services.

This item is on the agenda to renew the agreement under which Kay Hunt provides the City with public relations and marketing services. Mrs. Hunt has been providing similar services to the City under contract for several years now and her performance has been of great benefit to the City.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "J. Guy Henson", is written over a horizontal line.

J. GUY HENSON, AICP
City Attorney

Attachment

CONTRACT FOR SERVICES

This Contract for Services is effective on the 1st day of July, 2016, by and between midwest media & marketing, Inc. (“Contractor”) and the City of Midwest City, a municipal corporation (“City”). The purpose of this contract is for the City to secure the services of Contractor as Public Relations Specialist. Term of the Contract shall end on June 30, 2017.

1. Contractor will provide the services described in this Contract for a total fee of \$66,000. This fee shall be paid by the City to Contractor in twenty-four (24) equal semi-monthly payments. Contractor shall provide weekly/monthly reports describing the work accomplishments for previous week/month.
2. Contractor will provide the City the following services/strategies upon the approval and execution of this contract by the City Council:
 - a. Prepare a minimum of twenty (25) news articles during the term of this agreement pertaining to various aspects of city operations and activities. This will include, but, not be limited to:
 - i. Performing required research,
 - ii. Attending periodic meetings with department heads and staff,
 - iii. Preparing article drafts,
 - iv. Proofing articles with department heads and/or staff,
 - v. Editing of articles,
 - vi. Developing relationships with media,
 - vii. Distributing of articles to media and other developed strategies, such as e-newsletter, website.
 - b. Research daily area newspapers, including the Oklahoman, Edmond, Norman, Moore, Yukon/Mustang.
 - c. Website development and content management - Maintain and edit the content on a daily/weekly/monthly basis; and upload and update stories, calendar of event information, photo gallery sections, video as needed.
 - d. Video Marketing:
 - i. Contractor will shoot video of selected subject matters throughout the year; however, an independent contractor will be hired to edit the footage. Videos will be marketed through the website, Channel 20, YouTube City Channel, Social Media, and Media outlets.
 - ii. Contractor will act as the project manager and do the following:
 - 1) Coordinate with City Manager and Department Heads to determine the subject of the monthly videos,
 - 2) Create video storyboard and write scripts,
 - 3) Arrange for on-cam talent and participants in each video,
 - 4) Shoot the video or coordinate the shooting,

- 5) Arrange for editing of each video,
- 6) Distribute and make placements of videos.
- e. Social Media:
 - i. Maintain City Facebook and Twitter accounts,
 - ii. Post and Tweet weekly/monthly information,
 - iii. Respond to citizens' complaints and questions in a timely manner,
 - iv. Report citizens' complaints and questions to appropriate city staff for their responses.
- f. E-newsletter - Research and write content, create layout and distribute City View e-newsletter to email database a minimum of twelve (12) editions a year; and Manage email database.
- g. Quarterly Utility Bill Newsletter - Research and write content, create layout of quarterly newsletter.
- h. Shop Midwest City Campaign - Continue marketing the Shop Midwest City brand through stories, website, Channel 20, e-newsletters, collateral material, and social media.
- i. Media Relations:
 - i. Create and maintain relationship with area media,
 - ii. Periodically host area media in MWC,
 - iii. Prepare and distribute press releases,
 - iv. Maintain current media database,
 - v. Assist media with needed information and data for stories.
- j. Channel 20 - Develop, manage, maintain information included on a weekly, monthly basis.
- k. Disaster Communications Plan - Carry out the completed disaster communication plan.
- l. Department assistance - Work with city department heads and staff on various brochures, flyers and other public documents (When necessary, Contractor will have to hire outside professional graphic designers to complete the task. The cost of such service will be agreed upon prior to hiring contractor and paid by the specific department.); and edit content and provide needed photography.
- m. Public Event Management & Promotion - Will work with city event planners in the overall promotion of event, including, but, not limited to: press releases, social media, Channel 20, e-newsletters, quarterly newsletters, website, online calendar of events, etc.; and assist, at the discretion of City Manager, in the organization and management of public events.

- n. Ponies on Parade Public Art Campaign - Work with Community Development Department project manager to coordinate campaign by soliciting community partners and artists; and promote campaign to media, potential sponsors and residents.
 - o. Meet with the City's Administrative Staff a minimum of once a month (if said meeting takes place). The purpose of the meetings is to discuss new and current projects and activities pertinent to Contractor's plan of work.
 - p. Attend City Council meeting a minimum of one (1) time per month.
 - q. Stay Connected - Continue to promote campaign to public through website, social media, Channel 20, e-newsletters, press releases, city app, Notify MWC.
 - r. Coordinate, organize, manage and promote the Christmas event, Storyland Christmas, a multi-week event; and seek event sponsors.
 - s. Develop and market various public education campaigns, such as the Go Clean Go Green campaign and any other campaign that is developed throughout the year.
 - t. Serve, assist with planning, and market the 75th Anniversary event.
 - u. Any additional public relations, marketing or event planning projects deemed necessary by the City Manager.
3. Contractor will perform and complete the work under this contract in a professional workmanlike manner. Contractor shall not, either during or after the term of this contract, disclose to any third party any confidential information relative to the work or the business of the City without the written consent of the City.
 4. Contractor agrees to indemnify and hold harmless the City and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, which directly arise out of Contractor's breach of any of the terms or provisions of this contract, or by any other act, error or omission of Contractor, its agents, servants, employees, subcontractors, or any other persons or entities for whose acts Contractor is legally liable.
 5. All documents prepared or furnished by Contractor pursuant to this contract are instruments of service with respect to the work performed under this contract. The City shall retain ownership and a property interest in them, whether or not the work under this contract is completed.
 6. Either party to this contract may terminate it by giving to the other party thirty (30) days' notice in writing. Upon delivery of such notice by the City to Contractor, Contractor shall immediately discontinue all services in connection with the performance of work under this contract. As soon as practical after receipt of notice of termination, Contractor shall submit a

final invoice, showing in detail the services performed under this contract up to the date of notice of termination. The City shall then pay Contractor within thirty (30) days any unpaid invoice(s) which relate to services actually performed under this contract. Originals of all completed or partially completed documents prepared under this contract shall be promptly delivered to the City.

7. This contract contains the entire agreement between the parties covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by both parties.
8. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been a part of this contract.
9. Neither the City nor Contractor shall assign, sublet or transfer its interest in this contract without the written consent of the other party. Nothing in this contract shall be construed as creating any personal liability on the part of any officer, agent or employee of the City or of Contractor.

PASSED AND APPROVED by the City on the 24th day of May, 2016 and by Contractor on the _____ day of _____, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

Matthew D. Dukes, II, Mayor

Sara Hancock, City Clerk

APPROVED as to form and legality this 24th day of May, 2016.

Katherine Bolles, City Attorney

midwestmedia & marketing, inc.

Kay Hunt, President

###



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: June 28, 2016

SUBJECT: Discussion and consideration of ratifying, approving and adopting the 2016-17 collective bargaining agreement with the Fraternal Order of Police, Lodge 127 as negotiated and presented at the June 14, 2016 Council meeting.

Just prior to the June 14, 2016 Council meeting, City Attorney Katherine Bolles was made aware of new legislation from the Oklahoma Police Pension and Retirement system that could have an influence on the negotiated 2016-2017 collective bargaining agreement with the Fraternal Order of Police, Lodge 127. Since the information was new, Council was advised by city staff to approve a portion of the negotiated contract but not Article 27 which the new law specifically addressed. Also, the city staff assured the Council open communication would occur with the labor unit so that a collective bargaining agreement could be reached in a timely manner.

The City conferred with the Fraternal Order of Police, Lodge 127 President Archie Huston about the new legislation and possible options. After consultation with appropriate parties by the FOP, it was determined by President Huston to move forward with the ratifying, approving and adopting of the 2016-2017 collective bargaining agreement with the Fraternal Order of Police, Lodge 127 as negotiated and presented at the June 14, 2016 Council meeting.

Staff recommends approval.

Brandon Clabes
Chief of Police



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: June 28, 2016

SUBJECT: Discussion and consideration of renewing the agreement with the Cities of Choctaw and Nicoma Park 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 Cities of Choctaw and Nicoma Park 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 _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Choctaw**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

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

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

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

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

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

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

- a. 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____.

Katherine Bolles, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 17th day of May, 2016.

CITY OF CHOCTAW

Randy Ross

Mayor

ATTEST:



[Signature]

City Clerk

Approved as to form and legality this 16th day of May, 2016.

[Signature]

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, Police Chief

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2016-2017.

With the renewal of this agreement, the City of Midwest City will provide emergency animal control services for the City of Choctaw for fiscal year 2016-2017.

Staff recommends approval.

Brandon Clabes
Police Chief

Attachment: Proposed Agreement

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

This Agreement, effective on the ____ day of _____, 20 __, by and between the **City of Choctaw**, hereinafter referred to as "Choctaw" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Choctaw has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Choctaw; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Choctaw.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Choctaw, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Choctaw shall provide a Choctaw police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Choctaw.
3. Choctaw agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Choctaw also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Choctaw to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Choctaw. The City of Choctaw shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Choctaw through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date

hereof. Said renewal shall be for the following year (July 1 through June 30). This Agreement may be renewed from year to year.

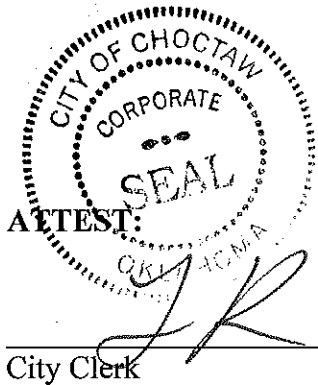
5. Choctaw shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Choctaw. Nothing in this paragraph shall be deemed a waiver by Choctaw or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the Council of the City of Choctaw, Oklahoma, have approved and executed this Agreement on the 17th day of May, 2016.

CITY OF CHOCTAW

Randy Ross

Mayor


ATTEST:
JR

City Clerk

Approved as to form and legality this 16th day of May, 2016.

[Signature]

City Attorney

Approved by the Council of Midwest City, Oklahoma this _____ day of _____, 20__.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Katherine Bolles, 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: June 28, 2016

SUBJECT: Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the Cities of Choctaw and Nicoma 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.

The Midwest City Police Department requests the Council to renew the current agreements with the Cities of Choctaw and Nicoma Park, 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 Choctaw**, Oklahoma a municipal corporation (hereinafter referred to as "Choctaw"), 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 "Choctaw prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Choctaw municipal convictions and/or any other person that is otherwise held solely at the request of Choctaw police.
- B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a Choctaw police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Choctaw prisoners when all state charges

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

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Choctaw 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. Choctaw'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, Choctaw agrees to pay Midwest City fifty-four dollars (\$54.00), prorated to the closest hour interval, per Choctaw prisoner or hold for municipal/state prisoner per day the Choctaw prisoner or hold for municipal/state prisoner is held on behalf of Choctaw. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Choctaw prisoner upon entry into the jail. If the Choctaw 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 Choctaw 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 Choctaw municipal ordinances or Oklahoma state statutes, or otherwise held for Choctaw police.
- B. Midwest City agrees to prepare and submit to Choctaw 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. Choctaw 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 Choctaw prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Choctaw law enforcement officers and Choctaw's agents, in the pursuance of their official duties, as approved by the Choctaw 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, Choctaw assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Choctaw access, at all times, to Choctaw prisoners or hold for municipal/state prisoners. Choctaw assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Choctaw until such time as they are returned to the Jail by Choctaw.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Choctaw prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Choctaw agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Choctaw prisoners or hold for municipal/state prisoners when so required by the Choctaw Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Choctaw to Midwest City upon Choctaw's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Choctaw's financial responsibility for Choctaw 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 Choctaw prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Choctaw for the posting of bonds for those persons charged with violations of Choctaw ordinances. All fines/bonds will be posted with the Choctaw municipal court clerk. Choctaw will be responsible for authorization of all own-recognizance bonds on Choctaw prisoners. Choctaw municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Choctaw 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, Choctaw's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Choctaw prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Choctaw 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 Choctaw prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Choctaw 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 Choctaw prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Choctaw agrees to provide transportation to and from medical facilities outside of the Jail for any Choctaw prisoner or hold for municipal/state prisoner by a law

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 Choctaw in a timely manner. This provision does not intend or create any liability and/or indicate that Choctaw has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Choctaw prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Choctaw 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 Choctaw to the same extent as Choctaw safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

19. Transportation of Choctaw Prisoners. Choctaw hereby assumes responsibility for the transportation of Choctaw prisoners to all municipal court appearances and shall hereby coordinate with the Choctaw municipal judges for the posting of bonds for those persons charged with violations of Choctaw ordinances. Choctaw 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 Choctaw, Oklahoma on the 17th day of May, 2016 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2016.

CITY OF CHOCTAW, OKLAHOMA,
a municipal corporation



Randy Ross
Mayor

JR
City Clerk

Approved as to form and legality this 16th day of May, 2016.

[Signature]
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.

Katherine Bolles, 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 Council

FROM: Brandon Clabes, Chief of Police

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2016-17.

The Midwest City Police Department requests the Council renew the current agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility. The terms of the agreement shall be from July 1, 2016 through June 30, 2017.

In consideration of Midwest City Police Department providing space to City Tele-Coin Company for inmate telephone equipment and software, City Tele-Coin Company will compensate the City of Midwest City by paying a commission of fifty-two percent (52%) of all Usage Revenue generated through Traditional Collect, Prepaid Collect and Prepaid Inmate Calling Card telephone traffic (local, intraLATA, interLATA and Interstate) originating from the facility managed by the Midwest City Police Department. City Tele-Coin Company will pay all commissions on a monthly basis along with a monthly report of all monies. Based on last year's revenue numbers from inmate telephone services, the City could receive approximately \$2,924.67 in commissions. City Tele-Coin Company will provide this service and equipment at no cost to the City of Midwest City.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the _____ day of _____, 20____, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as "CTC"), and

Midwest City Police Department (hereinafter referred to as "MIDWEST")

WHEREAS, MIDWEST has requested **CTC** to perform the services hereinafter described and **CTC** has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, **MIDWEST** and **CTC** hereby agree:

(A) THE WORK

MIDWEST agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate and pay telephone communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CTC** shall install, service, and maintain inmate and pay telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of **MIDWEST**. **CTC** will be responsible for any and all local, long distance, and equipment charges. **CTC** shall remit to **MIDWEST** its portion of the revenues as set out herein below. Parties acknowledge that **CTC** shall be the exclusive provider of such services during the time this agreement is in force and effect.

(1) LOCATIONS

- (a) Midwest City Jail**
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MIDWEST commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

Rate – CTC shall remit commissions pursuant to MIDWEST’s election directly hereunder of either **Option 1** or **Option 2**, to wit:

OPTION 1 (USAGE REVENUE ON ALL TRAFFIC)

CTC shall remit to MIDWEST **52% (Fifty-Two Percent)** of all **Usage Revenue** generated through **Traditional Collect, Prepaid Collect, and Prepaid Inmate Calling Card** telephone traffic (local, *intraLATA*, *interLATA*, and interstate) originating from the facility managed by MIDWEST, as listed in Section A “*The Work*” and processed by CTC’s call processing system. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

OPTION 2 (USAGE REVENUE ON COLLECT & PREPAID TRAFFIC; PURCHASE DISCOUNT ON CARDS)

CTC shall remit to MIDWEST **52% (Fifty-Two Percent)** of all **Usage Revenue** generated through **Gross Collect and Direct Pay** telephone traffic (local, *intraLATA*, *interLATA*, and interstate) originating from the facility managed by MIDWEST, as listed in Section A “*The Work*” and processed by CTC’s call processing system. CTC shall issue to MIDWEST a Purchase Discount of **52% (Fifty-Two Percent)** on **Prepaid Inmate Calling Cards** at any time such purchase is made by MIDWEST. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

- (1) **Remittance and Acceptance** – **Remittance** of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to MIDWEST on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by MIDWEST, and shall be made within 30 days after receiving said commission payment. **Acceptance** of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (2) **Adverse Conditions** – At any time while this contract is in force and effect, should the Oklahoma Corporation Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes MIDWEST’S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this agreement shall be for period beginning **July 1, 2016**, with the initial term completed in **June 30, 2017**. At the initial term completion date, or any subsequent renewal term completion date, CTC or MIDWEST, at its option, has the right to refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to MIDWEST or CTC. Any certified notice is to be mailed and received Ninety (90) days prior to termination date of this contract, or subsequent renewal term, to the address provided herein. This initial contract, and any renewal thereof, shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party within the time frame set out herein. Should any action be taken which would otherwise warrant solicitation by MIDWEST for competitive offers for provision of MIDWEST’s inmate telephone service, MIDWEST shall grant CTC an opportunity to match or beat any offer from another telephone service provider in that CTC shall have a fair chance to retain its position as incumbent inmate telephone service provider.

(D) ASSIGNMENT

CTC’s interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

(E) EQUIPMENT

CTC agrees to provide for MIDWEST adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MIDWEST is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by MIDWEST, subject to industry standards.

(F) OBLIGATIONS OF MIDWEST

MIDWEST agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and MIDWEST will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement (i) *by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement*, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) *or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement*, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of MIDWEST and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

(I) NOTICES

Notices or other communications required to be given under this agreement, other than those covered in Paragraph (L), shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MIDWEST: Midwest City Police Department

Attn: Chief Brandon Clabes
100 North Midwest Boulevard
Midwest City, Oklahoma 74834

(PH) 405-739-1302
(FX) 405-739-1398

TO CTC: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlana Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

MIDWEST acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) HOLD HARMLESS

(1) **MIDWEST** agrees to defend, hold harmless, and indemnify **CTC** from any and all damages, of any nature and kind, caused by **MIDWEST**, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by **CTC** in defense of a claim for damages caused by **MIDWEST**. Further, specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by **CTC**, whether the damage be to the person or property, including but not limited to attorney's fees incurred by **CTC** in defense of any such damage or claim for any such damage(s).

(2) **CTC** agrees to defend, hold harmless, and indemnify **MIDWEST** from any and all damages, of any nature and kind, caused by **CTC**, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by **MIDWEST** in defense of claim for damages caused by **CTC**.

(L) REPAIR SERVICE

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CTC** shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CTC** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Noticejerry@citytelecoin.com, jerryjr@citytelecoin.com
- (iv) Emergency318-746-3920 or 318-747-9208

(M) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **MIDWEST** to be used for resale to inmates at **MIDWEST** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CTC** in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CTC shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CTC** with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, **CTC** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

MIDWEST acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **MIDWEST**'s order. Should the invoice not be paid within said thirty (30) days, **CTC** hereby reserves, and **MIDWEST** hereby authorizes, **CTC** to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CTC** to deduct the balance due from any earned commissions which you may have coming due from **CTC**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CTC** prior to the time of sale.

(N) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(O) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this _____ day of _____, 20____.

Midwest City Police Department

By:


Signature

Brandon Clabes

Print Name

Police Chief

Title

Midwest City, Oklahoma

By:

Signature

Matthew D. Dukes II

Print Name

Mayor

Title

THUS DONE AND SIGNED on this 5th day of April, 2016.

City Tele-Coin Company, Inc.

By:


Signature

Gerald L. Juneau

Print Name

President & CEO

Title

ATTACHMENT 1

Technology Bonus

CTC shall remit to MIDWEST a one-time Technology Bonus in the amount of \$2,000.00 (Two Thousand Dollars and Zero Cents) worth of Prepaid Inmate Calling Cards, due when contract enters new rollover year.

THUS DONE AND SIGNED on this _____ day of _____, 20____.

Midwest City Police Department

By:

Signature

Brandon Clabes

Print Name

Police Chief

Title

Midwest City, Oklahoma

By:

Signature

Matthew D. Dukes II

Print Name

Mayor

Title

THUS DONE AND SIGNED on this 5th day of April, 2016.

City Tele-Coin Company, Inc.

By:

Signature

Gerald L. Juneau

Print Name

President & CEO

Title



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: June 28, 2016

SUBJECT: Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2016-17 to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$42.00 per day per prisoner.

The Midwest City Police Department requests the Council to renew the current Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County. The purpose of this Agreement is to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail, under the custody of County officials. As compensation for this service the City agrees to pay the County Sheriff a rate of \$42.00 per day the inmate is held on the behalf of the City.

The term of the Agreement is from July 1, 2016 to June 30, 2017, and may be renewed for thirteen (13) successive one-year terms each to begin on July 1st of each year. Also, this Agreement would only be utilized if the Midwest City Police Department jail is at its maximum capacity of seventy (70) prisoners or more.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Jail Services Agreement

OKLAHOMA COUNTY- MIDWEST CITY JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1st day of July 2016, by and between the City of Midwest City, Oklahoma, an Oklahoma municipality (hereafter referred to as the "City"), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "County"), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as "County Sheriff").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the provisions of 74 Oklahoma State Supp. 1994 §1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma State Statute Supp. 1995 §192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the County Sheriff or his designee shall have charge of the jail; and

WHEREAS, 19 Oklahoma State Statute Supp. 1994 §180.43 contemplates that the expenses for the feeding, care, housing and upkeep of City prisoners are to be paid from City of Midwest City funds received pursuant to this contract.

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 the 1st day of July 2016, at 12:01 a.m., and terminate at midnight on the 30th day of June 2017, unless the Parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.
 - B. This Agreement may be renewed between the City, County, and County Sheriff annually, beginning at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the Parties.

1. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.
2. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X §26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.
2. **No Separate Legal Entity.**
No separate legal entity or organization shall be deemed created by virtue of this Agreement.
3. **Definitions.**
 - A. A City prisoner shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions and/or any other person that is otherwise held solely at the request of the City police.
 - B. A "Hold for State" prisoner shall be defined as a prisoner arrested by a City police officer with or without a warrant for any alleged violation of state law. "Hold for State" prisoners will become City prisoners when all state charges have been declined or disposed of and the prisoner is being held only for municipal charge(s), or municipal conviction(s).
 - C. A prisoner day shall be defined as each calendar day that a City prisoner, as defined herein, is incarcerated in the Oklahoma County Jail.
4. **Purpose.**
The purpose of this Agreement is to provide for the incarceration of City prisoners and "Hold for State" prisoners within the Oklahoma County Jail, under the custody of County officials, and to otherwise coordinate booking and detention functions.
5. **Financial Obligation of the City.**
The financial obligations of the City under this Agreement shall be limited to "Compensation" as set out below.
6. **Termination.**
 - A. This Agreement may be terminated by any Party for any reason, or for no reason, upon one hundred eighty (180) days written notice to the other Parties.

- 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.

7. Compensation.

As compensation for the services set out below, the City agrees to pay the County Sheriff a rate of forty-two dollars and zero cents (\$42.00) per prisoner per day the inmate is held on behalf of the City, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of City 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 municipal ordinances of the City or otherwise held for City Police.

The County Sheriff agrees to prepare and submit to the City monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and charter requirements. The City agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

8. Services.

In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma State Statute Supp. 1995 §192, and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

- A. The County Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who are "City Prisoners" or "Hold for State" prisoners, as defined herein.
- B. The County Sheriff shall permit the law enforcement officers of the City and the City's agents, in the pursuance of official duties, as approved by the Chief of Police of the City and the County Sheriff, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time the City assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.
- C. The County and County Sheriff shall allow the City access, at all times, to persons incarcerated pursuant solely to City ordinance violations and/or municipal convictions. The City assumes responsibility and liability for any and all prisoners or trustees upon their removal from the premises until such time as they are returned to the facility by the City.

D. The County Sheriff agrees to provide Oklahoma County Reserve Deputies, if available, to serve in the capacity of hospital guards for prisoners when admittance into a medical facility outside the jail is required. The City agrees to pay any costs incurred by the County and County Sheriff for Reserve Deputies serving as guards for City prisoners when so requested by the Midwest City Police Department.

9. Custody.

A. For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon the City's presentation and the County's acceptance of the documentation required by County for booking of prisoners. For compensation purposes, the City's financial responsibility for City prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.

B. The County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of "City Prisoners" and "Hold for State" prisoners, as defined herein.

C. The County Sheriff shall coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances. All fines/ bonds will be posted with the Municipal Court Clerk or designee. The City will be responsible for authorization of all own recognizance bonds on City prisoners. Municipal authorities of the City shall coordinate with the County for the purposes of conducting video arraignments of prisoners on municipal charges.

D. The County Sheriff agrees to release City prisoners within a reasonable time upon notification or authorization to release, unless special circumstances prevent release within that time whereupon the release shall be done as soon as possible. For compensation purposes, the City's financial responsibility ends at release and/or the date the County receives authorization from the City for release of City prisoner.

10. Medical Care.

The City will not present and/or transport any prisoner which is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the County Jail Facility's Booking In/ Receiving area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail.

Once the prisoner is in the custody of the County Sheriff, the County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the Federal and State standards and laws, City ordinances, or court orders applicable to the operations of the County Jail facility.

The County Sheriff agrees the compensation set out in paragraph 7 herein, included providing City prisoners with the same level of medical care and services provided County prisoners. The County Sheriff agrees to provide transportation and security for "Hold for State" prisoners requiring removal from the facility for emergency medical service. The County Sheriff shall also notify the designated contact person at the Midwest City Police Department when medical care is needed for a City prisoner at an outside medical care facility. The City agrees to provide transportation to and from medical facilities outside of the County Jail for any City 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.

Nothing in this agreement shall limit the ability of the County Sheriff to collect the statutorily allowed fees for medical services as set forth in 19 Oklahoma State Statute Supp. 2003 § 531.

In the event that a City prisoner requires medical services/treatment off-site, City will be liable for any such expenses incurred including any transportation costs. City further agrees that it is the party primarily responsible for paying any such medical and related expenses and agree to hold County harmless and indemnify the County for any and all such expenses.

11. 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 State Statutes 1991 Supp. §§ 151-172, inclusive last amended. 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 parties.

12. Notices.

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City, County, and County Sheriff at the following addresses:

If to City: Mayor, City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

and to

Chief of Police
City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

If to County: Chairman of the Board of Commissioners
Oklahoma County, Oklahoma
320 Robert S. Kerr Avenue, Room 101
Oklahoma City, Oklahoma 73102;

and to

Sheriff of Oklahoma County
201 North Shartel Avenue
Oklahoma City, Oklahoma 73102

13. Fiscal limitations.

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

14. Non-Assignable.

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

15. Severable.

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

16. Laws and Regulations.

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of 74 Oklahoma State Statute Supp. 1995 §192, pertaining to minimum standards for jails shall specifically apply.

- 17. Multiple Counterparts.**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 18. Inspections.**
The County Sheriff shall make available upon request any and all inspection reports concerning the County Jail to the Chief of Police and City Manager of the City or their designees, in a timely manner. This provision does not intend, suggest or create any liability and/or indicate the City has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.
- 19. Security.**
City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premises. Information belonging to the County or County Sheriff will be safeguarded by the City to the same extent as the City safeguards their information of like kind relating to its own operation, subject to disclosures required by law.
- 20. Transportation of City Prisoners.**
The City hereby agrees to assume responsibility for the transportation of City prisoners to all municipal court appearances and shall hereby coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances.
- 21. Amendments.**
Any amendments to this Agreement must be in writing and approved by the parties.
- 22. 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.

IN WITNESS HEREOF, THE Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

The Board of County Commissioners of Oklahoma County, Oklahoma

By _____ Date _____
Chairperson

Attest:

County Clerk

John Whetsel, Sheriff Date _____

Witness

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

Assistant District Attorney

The City of Midwest City

By _____ Date _____
Mayor, City of Midwest City
Matthew D. Dukes II

City Clerk, City of Midwest City

Sara Hancock

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

Municipal Counselor, City of Midwest City
Katherine Bolles, City Attorney



Public Relations
100 N. Midwest Blvd.
Midwest City, OK 73110
khunt@midwestcityok.org
Office: 405-702-3411
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Kay Hunt, Public Relations

DATE: June 28, 2016

RE: Discussion and consideration of 1) renewing the CivicPlus Service and License Agreement in the amount of \$4,730 for continuing system enhancements, maintenance, support and hosting; 2) renewing the agreement for CivicSend services in the amount of \$995; and 3) re-developing MyMWC, a custom mobile application, in the total amount of \$7,450 for the 2016-17 fiscal year.

All of these items were approved in the FY 2016-17 budgets.

Action is at the Council's discretion.

Kay Hunt
Public Relations Specialist



Project Development

Organization **Midwest City** URL <http://midwestcityok.org>

Street Address **100 N. Midwest Blvd**

Address 2

City **Midwest City** State **OK** Postal Code **73110**

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone **Ryan Rushing 405-473-9895 IT Director**

Emergency Contact & Mobile Phone **Allen Stephenson 405-317-0920 IT Assist. Director**

Emergency Contact & Mobile Phone **Kay Hunt 405-702-3411 PR**

Billing Contact **Jill Donaldson** E-Mail **jdonaldson@midwestcityok.org**

Phone **405-739-1204** Ext. Fax **405-739-1208**

Billing Address **100 N. Midwest Blvd.**

Address 2

City **Midwest City** ST **OK** Postal Code **73110**

Tax ID # **73-6027530** Sales Tax Exempt # **73-6027530 or 657733**

Billing Terms Account Rep **Ashleigh Grove**

Info Required on Invoice (PO or Job #)

Contract Contact **Kay Hunt** Email **khunt@midwestcityok.org**

Phone **405-702-3411** Ext. Fax

Project Contact **Ryan Rushing** Email **rrushing@midwestcityok.org**

Phone **405-739-1374** Ext. Fax



Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be invoiced at the completion of the following phases:
 - a. Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Phase 4: Customized Website Training - the remaining half of the Total Fees Year 1.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Each year this Agreement is in effect, a technology investment, not to exceed, 5 percent (%) of the total Annual Services costs may be applied.
4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Agreement Renewal

6. This Agreement shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
7. Either party may terminate the agreement by providing the other party with 60 days written notice prior to the contract renewal date.
8. In the event of early termination of this Agreement by the Client after project Go Live, Client forfeits eligibility for the CP Basic Redesign and payment of services rendered (annual services will be prorated) is due within 15 days of termination.
9. This Agreement may be extended to any municipality in the State of Oklahoma to purchase at Agreement prices in accordance with the terms stated herein.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
11. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

12. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

- 14. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of either party.

Liabilities

- 15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- 17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Jay Dee Collier *Mayor*

 Client

6-9-15

 Date

Jim Grant

 CivicPlus

June 9, 2015

 Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: salespecialists@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 302 S. 4th Street, Suite 500 Manhattan, KS 66502</p>
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from May 15, 2015.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$29,215
<i>Server Storage not to exceed 20 GB</i>	
	Total Fees Year 1 \$29,215

Annual Services (Continuing GCMS® System Enhancements , Maintenance, Support and Hosting)	\$4,730
<i>Billed 12 months from contract signing</i>	

--Remainder of this page left intentionally blank--



Exhibit A.1 Project Development Scope of Work

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project kickoff to review awarded contract • establish communication plan for the duration of the project effort • work with the City to identify all key internal and external project stakeholders • develop project timeline • provide Project Management and Support 	<p>Midwest City will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, the City has 10 business days to address the modifications and come to a consensus. • approve the project timeline (limited to two reviews) prior to proceeding with the project. • update the current primary live website content and delete any pages from the website that are no longer wanted or needed.
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
<p>Process Roadmap Consultation 4 days on-site. <i>Quote includes travel expenses</i></p> <p>A consultation package concentrating on evaluation of processes for customer and citizen services. Designed to fit specific client needs in management of the website design and creation process on the client side.</p> <p><u>Deliverable:</u> A comprehensive report of current citizen-facing practices and citizen/customer-facing processes, recommendations for improving quality and efficiency of government-to-citizen and government –to-customer relations and processes, a follow-up report reviewing the results of implemented suggestions.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to the City, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the City completed to ensure all needs are clearly understood 	<p>Midwest City will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements



<p>Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	<p>Midwest City will:</p> <ul style="list-style-type: none"> • request layout and mood board changes as necessary • approve layout and mood board • Phase 2: Website Layout billing milestone complete
<p>Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 420 content pages from http://midwestcityok.org to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the City to adjust design and content changes • work with the City to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	<p>Midwest City will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's go live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
<p>Phase 4: 3 Days of Customized On-Site Implementation Training for up to 12 employees <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provided training to the City before the website goes live • train up to 12 City staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules • provide access to online training manuals and videos for the City staff 	<p>Midwest City will:</p> <ul style="list-style-type: none"> • provide a location for training in Midwest City with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that the City finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Midwest City will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website



Project Development and Deployment Includes the Following:

Project Development and Deployment Includes the Following:		
Modules	Functionality	
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me@ email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log 	
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Invoice

Invoice # 159678
Date 6/15/2016
Terms Net 30
Due Date 7/15/2016
PO #
Contract Start Date 6/15/2016
Contract End Date 6/14/2017

Bill To
Jill Donaldson
Midwest City
100 N. Midwest Blvd
Midwest City OK 73110

Qty	Description	Rate	Amount	Start Date	End Date
1	Website Annual Fee Renewal for Website Hosting & Support	4,730.00	4,730.00	6/15/2016	6/14/2017

Total Amount Due 4,730.00
\$4,730.00

PLEASE NOTE OUR UPDATED MAILING ADDRESS:

CIVICPLUS
302 S 4TH ST STE 500
MANHATTAN, KS 66502

QUESTIONS? EMAIL: ACCOUNTING@CIVICPLUS.COM

A Finance Charge of 2.9% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



Organization	Midwest City, OK	URL	http://midwestcityok.org
Street Address	XX		
Address 2	XX		
City	XX	State	XX
		Postal Code	XX
Billing Contact	XX	Email	XX
Phone	XX	Fax	XX
Project Contact	XX	Email	XX
Phone	XX	Fax	XX
Tax ID #	XX	Sales Tax Exempt #	XX
Billing Terms	XX	Account Rep	Kayla Maldonado
Info Required on Invoice (PO or Job #)	XX		

CivicPlus Project Details for the Addition of CivicSend

All Quotes are in US Dollars and Valid until 6/30/2016

Key Features

- Unlimited email messages and lists
- Visually rich, mobile responsive templates
- GCMS® integration with centralized, single point-of-access
- Access to multiple communication channels including email, SMS/text, Facebook and Twitter, robust tracking analytics
- Auto-posts content to your website
- Multiple list selection

Initial Term (Year 1) \$995

Renewal Term (Year 2)	\$995
Renewal Term (Year 3)	\$995

Terms

Client will be invoiced for the initial term on July 1, 2016. The renewal term will be invoiced at the first of the month indicated above. Client agrees to allow CivicPlus to display the CivicSend insignia on the footer of all communications. Each year this agreement is in effect, a 5% technology investment and benefit fee will be applied to the yearly cost. Client will be invoiced electronically through email. Upon request CivicPlus will mail the invoice and the Client will be charged a \$5.00 convenience fee.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

FORMALNAME

Date

CivicPlus

Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Organization	Midwest City, OK		URL	http://midwestcityok.org/	
Street Address	XX				
Address 2	XX				
City	XX	State	XX	Postal Code	XX
Billing Contact	XX		Email	XX	
Phone	XX	Ext.	XX	Fax	XX
Billing Address	XX				
Address 2	XX				
City	XX	State	XX	Postal Code	XX
Tax ID #	XX		Sales Tax Exempt #	XX	
Billing Terms	Annual		Account Rep	Kayla Maldonado	
Info Required on Invoice (PO or Job #)	XX				
Project Contact	XX		Email	XX	
Phone	XX	Ext.	XX	Fax	XX

CivicPlus Project Development Services & Scope of Services for Custom Mobile Application <small>All Quotes are in US Dollars and Valid until 6/29/2016</small>	
Project Details	One Time Fee
Design & Project Overview	
<ul style="list-style-type: none"> • Unique app name (name of app for on iTunes & Android Market) • Unique design elements and color scheme <ul style="list-style-type: none"> ○ Image design for icon screen ○ Splash page that will appear when launching the app ○ Banner that will appear across the top of app (including text and background) ○ Background (image & color) ○ Color of text under icons • Unique module appearance <ul style="list-style-type: none"> ○ App navigation (which modules appear and in what order they appear) ○ Name of modules ○ Icons associated with the modules 	\$5,500
Total Project Development Fee	\$5,500

Annual Support, Maintenance & Hosting Service Include the Following:	
<ul style="list-style-type: none"> • Support <ul style="list-style-type: none"> ○ 7-7 (CST) Mon-Fri (excluding holidays) ○ 24/7 Emergency Support ○ Dedicated Support Personnel ○ 2-hour Response during Normal Hours ○ Usability Improvements ○ Integration New & Upgraded Services ○ Proactive Support for Updates & Fixes ○ Online Training Manuals ○ Monthly Newsletters ○ Phone Consulting ○ CivicPlus Connection • Maintenance of CivicPlus Application & Modules <ul style="list-style-type: none"> ○ Install Service Patches for OS ○ Upgrades ○ Fixes ○ Improvements ○ Integration ○ Testing ○ Development ○ Usage License • Hosting <ul style="list-style-type: none"> ○ Shared Web/SQL Server ○ DNS Consulting & Maintenance ○ Monitor Bandwidth-Router Traffic ○ Redundant ISP ○ Redundant Cooling ○ Natural Gas Powered Generator ○ Daily Tape Backup ○ Intrusion Detection & Prevention ○ Antivirus Protection ○ Upgrade Hardware 	\$1,950
<ul style="list-style-type: none"> • Annual Placement on Apple's iTunes Store and Android's Market 	Included
Total Annual Fee Increase	\$1,950

Client agrees to allow CivicPlus to display CivicPlus insignia within the custom developed app and available splash screen.

Client will be invoiced for the Total Project Development Fee and the Total 1st Year Annual Fee upon submission of the Sales Form and P.O.

The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Annual fees for your Custom Mobile Application are subject to the renewal terms of the original contract between CivicPlus and Midwest City, OK.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

FORMALNAME

Date

CivicPlus

Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
302 S 4th Street
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the agreement back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

--Remainder of this page left intentionally blank--



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

TO: Honorable Mayor and Council

FROM: Mike S. Stroh, Neighborhood Services Director

Date: June 28, 2016

Subject: Discussion and consideration of approving and entering into a Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc.

Staff recommends the City lease to CAA office space at the premises known and designated as the City of Midwest City Neighborhoods in Action Center located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130.

The term of this agreement shall begin on the 1st day of July, 2016 and shall continue for (12) months. CAA will pay \$950.00 each month. The City and CAA shall have the option to renew this agreement annually beginning on July 1st of each year. This is the seventh consecutive year we have had this agreement.

The Lease and Operating Agreement, a copy which is attached for your review, provides a comprehensive scope of terms associated with the lease of office space to CAA at the Neighborhoods in Action location.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Attachment (1)

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 3rd day of June, 2016, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA office space at the premises known and designated as the **City of Midwest City Neighborhoods in Action Center**, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130, hereinafter called the "Leased Premises."

CAA shall have exclusive use of two (2) private offices and a waiting area, shared use of the 5500 SF facility for programming, providing services and events; shared use of the copier; use of CITY paid utilities, internet and telephone equipment; and shared parking.

The term of this agreement shall begin on the 1st day of July, 2016 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of Nine Hundred Fifty and 00/100 Dollars (\$950.00), payable to CITY at the address designated below in advance on the 1st of each calendar month throughout the term of this agreement. CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Rent payments shall be made payable to:

City of Midwest City
Neighborhoods in Action Center
1124 N. Douglas Blvd.
Midwest City, OK 73130

CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Neighborhoods in Action Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

CITY OF MIDWEST CITY
100 N. Midwest Blvd.
Midwest City, OK 73110

By: James Sconzo, Executive Director

By: Matthew D. Dukes, II, Mayor

ATTEST:

ATTEST:

City Clerk

Approved as to form, this 28th, day of June, 2016.

City Attorney



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2016-2017.

Sierra has agreed to renew its abatement contract without modifications for FY 2016-2017. The last bid for these services was done for FY 2013-2014.

Neighborhood Services is very pleased with the quality of the work we receive from Sierra.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

**PRICES FOR CONTRACT STARTING JULY 1, 2013
FOR THE CUTTING AND MOWING OF RANK WEEDS, GRASS, ETC. AND
THE CLEAN-UP OF TRASH AND/OR DEBRIS**

1. <u>SHOW-UP FEE:</u>	
Based on Contractor transporting equipment to job site if job was completed by property owner after contract was received by Contractor.	<u>\$15.00</u>
2. <u>CUTTING, MOWING AND DEBRIS REMOVAL:</u>	
A. up to and including 1/4 acre ($\leq 10,890$ Sq. Ft.) and one (1) 30 gallon container of trash.	<u>\$60.00</u>
B. 1/4 acre up to and including 1/2 acre ($>10,890$ Sq. Ft. - $\leq 21,780$ Sq. Ft.) and one (1) 30 gallon container of trash.	<u>\$80.00</u>
C. 1/2 acre up to and including 3/4 acre ($>21,780$ Sq. Ft. - $\leq 32,670$ Sq. Ft.) and one (1) 30 gallon container of trash.	<u>\$95.00</u>
D. 3/4 acre up to and including 1 acre ($>32,670$ Sq. Ft. - $\leq 43,560$ Sq. Ft.) and one (1) 30 gallon container of trash.	<u>\$110.00</u>
E. more than 1 acres ($>43,560$ Sq. Ft.) (per acre) and one (1) 30 gallon container of trash.	<u>\$110.00 for first acre & \$65.00 for each additional acre of portion thereof.</u>
3. <u>TRASH AND/OR DEBRIS REMOVAL:</u>	
Removal of each one-half (1/2) ton pick-up load (per load).	<u>\$65.00</u>
4. <u>LITTER REMOVAL:</u>	
Per half hour of litter pick up.	<u>\$25.00</u>
5. <u>TIRE DISPOSAL:</u>	
A. automobile or pick-up truck	\$5.00 without rim \$8.00 with rim
B. semi-truck or similar	\$8.00 without rim \$12.00 with rim

As the undersigned, I agree to adhere to all rules and regulations as set forth in this contract/ bid form. Further, as the undersigned, I agree to the prices set forth in this agreement for the 2013-2014 contract year.

Name: Dennis Larson Date: June 17, 2013

Address: 2905 Harr Dr Ste 202, Midwest City, OK 73110

Company Name: Sierra Environmental

Phone Number: 405-733-8832



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

Memorandum

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing a contract with Crush Enterprises Inc., dba Jan-Pro Cleaning Systems, in the amount of \$1,080.00 per month for weekly cleaning services for the Charles J. Johnson building for the 2016-17 fiscal year.

Jan-Pro was selected on the criteria of providing the best scope of services and lowest price and has agreed to renew its cleaning services contract without modifications.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh
Neighborhood Services Director



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of approving and entering into a contract for Cityworks implementation for traffic operations sign management with New Edge Services, LLC in the total amount of \$24,000.00 and an hourly support rate of \$130.00 per hour.

The Federal Highway Administration regulations require local government agencies to maintain a sign management data base and track maintenance and conditions associated with street signs. Noncompliance with this regulation can have a negative impact on Midwest City's ability to obtain Federal Highway grant funds for future road improvement projects.

The Public Works Departments currently utilizes a software system, Cityworks, to create work orders and track costs associated with various Public Works operations. The Cityworks software also has sign management capabilities. This contract provides for New Edge Services to build the data base platform in Cityworks, import existing data into the Cityworks software, implement a data manipulation work order process and train city personnel to maintain the sign management data. After New Edge Services configures the data, and the sign inventory is in a format can be manipulated though our current work order processes, staff will contract separately for a field assessment of the condition of each sign and enter the assessment information for each sign into Cityworks, ultimately bringing us into compliance with the Federal Highway sign management regulations.

New Edge Services has been quality support and implantation services for the Public Works Departments Cityworks software for several years and Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: New Edge Contract



Quotation – 08170009
Cityworks Implementation for Traffic Operations

Date: June 2, 2016

Customer: City of Midwest City
 100 N. Midwest Blvd.
 Midwest City, OK 73110

Attention: Kathy H. Spivey
 GIS Coordinator
 (405)739-1219
 khspivey@midwestcityok.org

Quoted By: Laura Carr
 469-888-5044
 lcarr@newedgeservices.com

Item	Description	Total Fee
1.0	<p>Cityworks Implementation for Traffic Operations</p> <p>As an Authorized Business Partner of Azteca Systems, NewEdge Services, LLC (NewEdge) will work with the City of Midwest City to implement Cityworks for the Traffic Operations division of the Streets Department. This implementation will include configuration for Street Signs only.</p> <p>NewEdge Service’s implementation process includes the following tasks:</p> <ul style="list-style-type: none"> • Kick Off Meeting (8 Hours) – Collect data for Cityworks configuration, discuss project schedule and timelines • Database Configuration (80 Hours) – Build Cityworks database from collected information • Workflow Assessment (8 Hours) – Review current workflow processes, review the configured Cityworks database and make modifications • Database Review (4 Hours) – Final review of the configured Cityworks database • User Training (8 Hours) – Cityworks user training • Equipment Change Out Training (4 Hours) – Train the users to make edits to the GIS data through Cityworks • On-Site Support (16 Hours) – One-on-one training with the Cityworks users • Continued Support – NewEdge staff will continue to support the Traffic Operations division after the go-live date. This would include questions about how to use Cityworks, configuration changes, etc. 	\$22,800.00
1.1	<p>Assistance With Building GIS Sign Inventory</p> <p>NewEdge will work with the City of Midwest City’s GIS and Traffic operations staff to add data layers to the existing GIS database that will graphically represent the signs installed on poles. These data layers will be used within the Cityworks software to associate work orders and service requests with the actual signs.</p> <p>NewEdge understands the City currently has a sign inventory as stacked point features. NewEdge will provide the City a data model for the related</p>	\$1,200.00



	sign assets and the City GIS staff will be responsible for populating the related sign tables with the data from the sign point layers.	
1.2	Hourly Support NewEdge staff can provide hourly support for additional Cityworks and GIS needs. NewEdge will utilize hourly support if requests are to be on-site, requests are major configuration changes to the Cityworks application that cannot be handled within a 24-hour timeframe, requests for additional training or the implementation of traffic signals or another division into Cityworks.	\$130.00 / Hour

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING NEWEDGE SERVICES, LLC TO COMMENCE THE SERVICES AS DESCRIBED ABOVE AND INVOICE THE FEES LISTED ABOVE.

Signature of Authorized Representative

Date

Name (Please Print)

Title

Notes:

The fees quoted are good for 60 days from the date listed. The information contained within this quotation is confidential and proprietary and shall not be released to a third party without the consent of NewEdge Services, LLC.

**This Cityworks Implementation is for Traffic Signs only. The tasks do not include the configuration of the GIS or Cityworks for assets used for Traffic Signals.



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: April 12, 2016

Subject: Discussion and consideration of canceling a contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and awarding a bid and entering into a contract with Comforts of Home Services, Inc. for the fabrication and purchase of a 10-station mobile restroom trailer in the total amount of \$49,731.00.

On Tuesday, March 29, 2016, at 2:00 p.m., bids were opened for the fabrication and purchase of one (1) new 10 station portable restroom trailer. Bids were submitted by Portable Restroom Trailers, LLC, Ameri-Can Engineering and Comfort of Home Services, Inc. At the April 12, 2016 Council meeting a contract was approved entered into with Portable Restroom Trailers, LLC who had submitted the lowest and best bid meeting specifications in the amount of \$47,870.00. However, Portable Restroom Trailers, LLC has failed to deliver the Portable Restroom Trailer in the 57 days promised in the bid documents and as of the writing of this memo staff has not successfully obtained a delivery date for the Portable Restroom Trailer from Portable Restroom Trailers, LLC. Staff has made contact with the next lowest bidder meeting specification, Comforts of Home Services, Inc., and they have agreed to honor their bid submitted on March 29, 2016 in the total amount of \$49,731.00.

Consequently, staff is recommending the City Council cancel the contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and award and enter into a contract with Comforts of Home Services, Inc., the next lowest and best bid meeting specifications, in the total amount of \$49,731.00.

This portable restroom trailer will be used at Tel-Star North Football Complex during youth football season, all city festivals and special events, as well as made available to our emergency responders as an on-site emergency restroom facility during natural disasters. The purchase will reduce, if not eliminate, the need for portable restroom and port-a-potty rentals.

Funds for this purchase were budgeted and are available in the capital outlay account.

Vaughn K. Sullivan
Community Service Director

Attachment: Bid Tabulation



MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: April 12, 2016

Subject: Discussion and consideration of canceling a contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and awarding a bid and entering into a contract with Comforts of Home Services, Inc. for the fabrication and purchase of a 10-station mobile restroom trailer in the total amount of \$49,731.00.

On Tuesday, March 29, 2016, at 2:00 p.m., bids were opened for the fabrication and purchase of one (1) new 10 station portable restroom trailer. Bids were submitted by Portable Restroom Trailers, LLC, Ameri-Can Engineering and Comfort of Home Services, Inc. At the April 12, 2016 Council meeting a contract was approved entered into with Portable Restroom Trailers, LLC who had submitted the lowest and best bid meeting specifications in the amount of \$47,870.00. However, Portable Restroom Trailers, LLC has failed to deliver the Portable Restroom Trailer in the 57 days promised in the bid documents and as of the writing of this memo staff has not successfully obtained a delivery date for the Portable Restroom Trailer from Portable Restroom Trailers, LLC. Staff has made contact with the next lowest bidder meeting specification, Comforts of Home Services, Inc., and they have agreed to honor their bid submitted on March 29, 2016 in the total amount of \$49,731.00.

Consequently, staff is recommending the City Council cancel the contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and award and enter into a contract with Comforts of Home Services, Inc., the next lowest and best bid meeting specifications, in the total amount of \$49,731.00.

This portable restroom trailer will be used at Tel-Star North Football Complex during youth football season, all city festivals and special events, as well as made available to our emergency responders as an on-site emergency restroom facility during natural disasters. The purchase will reduce, if not eliminate, the need for portable restroom and port-a-potty rentals.

Funds for this purchase were budgeted and are available in the capital outlay account.

Vaughn K. Sullivan
Community Service Director

Attachment: Bid Tabulation

10 Station Portable Restroom Trailer

Bid List

Vendor Name

Bid Amount

Ameri-Can Engineering
775 North Michigan Street
Argos, IN 46501
Telephone: 574-892-5151
Fax: 574-892-5150
Email: mandi@ameri-can.com
Website: www.ameri-can.com
Mandi J. Whitaker
Sales and Customer Service Director

Base Bid \$ 50,287.80
Option 1: \$ 1,928.75
Option 2: \$ 5,673.41
Option 3: \$ 725.40
Option 4: \$ 772.19 (for 2)
Option 5: \$ 2,625.00 (for 3)
Option 6: \$ 2,352.00

Portable Restroom Trailers, LLC
Office:(877)600TOILETS [8645] Ext #7
Direct:719-200-2808
Email:Greg@PortableRestroomTrailers.com
Gregory Macneir
National Account Specialist

Base Bid \$ 47,870.00
Option 1: \$ Not Available
Option 2: \$ Not Available
Option 3: \$ 0-Included
Option 4: \$ 650.00 each
Option 5: \$ 0-Included
Option 6: \$ 680.00

Comfort of Home Services Inc.
E-mail: kaitlyn@cohsi.com
1551 Aucutt Rd.
Montgomery, IL 60538
Phone: 877.382.2935 Fax: 847.574.7600
www.cohsi.com
Kaitlyn Fischer P: 815-690-3603
Sales Associate

Base Bid \$ 49,731.00
Option 1: \$ 1,520.00
Option 2: \$ 5,852.00
Option 3: \$ 0.00 Standard
Option 4: \$ 779.00
Option 5: \$ 0.00 Standard
Option 6: \$ 1,862.00



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual contract with provisions for five (5) annual renewals. This is the third year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 2015-2016.

The following is an itemized list of rate adjustments:

Price Increase Adjustments:

HOURLY LABOR RATES

SENIOR PROJECT MANAGER FROM 68.74 PER HOUR TO 75.10 PER HOUR
EQUIPMENT OPERATOR 27.50 25.80

UNIT COST FOR CONCRETE PAVING

100 TO 200 SY (6" DEPTH) FROM 52.05 TO 54.25 PER SQ YARD
100 TO 200 SY (8" DEPTH) FROM 62.70 TO 63.00 PER SQ YARD
100 TO 200 SY (10" DEPTH) FROM 69.30 TO 70.25 PER SQ YARD
201 TO 500 SY (6" DEPTH) FROM 48.65 TO 51.00 PER SQ YARD
201 TO 500 SY (8" DEPTH) FROM 58.10 TO 58.65 PER SQ YARD
201 TO 500 SY (10" DEPTH) FROM 64.70 TO 65.95 PER SQ YARD
500 TO 1000 SY (6" DEPTH) FROM 43.75 TO 45.20 PER SQ YARD
500 TO 1000 SY (8" DEPTH) FROM 53.30 TO 54.05 PER SQ YARD
500 TO 1000 SY (10" DEPTH) FROM 59.65 TO 61.00 PER SQ YARD

HOURLY EQUIPMENT RATES

FRONT END LOADER FROM 75.70 TO 85.70 PER HOUR
AGGREGATE BASE ROCK FROM 34.00 TO 34.50 PER TON

MISCELLANEOUS SUPPLIES

CEMENT KILN DUST FROM 64.50 TO 67.40 PER TON
SAND FOR ICE CONTROL FROM 22.00 TO 22.40 PER TON

Price Reduction Adjustments:

UNIT COST FOR CONCRETE PAVING

CURB AND GUTTER (OVER 100 L.F.) FROM 39.85 TO 38.60 PER FOOT
SIDEWALKS (4" THICK LESS THAN 100 S.Y.) FROM 78.80 TO 75.80 PER SQ YARD
SIDEWALKS (4" THICK MORETHAN 100 S.Y.) FROM 69.35 TO 67.40 PER SQ YARD

HOURLY EQUIPMENT RATES

SOIL COMPACTOR FROM 77.70 TO 69.25 PER HOUR
WATER TRUCK FROM 60.95 TO 51.40 PER HOUR
SCRAPER (615 CAT OR EQUAL) FROM 175.00 TO 152.00 PER HOUR
ROAD RECLAIMER FROM 211.00 TO 188.85 PER HOUR
CMIRS 500 RECLAIMER FROM 293.00 TO 277.40 PER HOUR
MILLING MACHINE FROM 340.00 TO 325.00 PER HOUR
FREIGHT FOR ASPHALT WITHIN MWC (14 TON HOURLY EQUIPMENT RATES) FROM 7.55 TO 7.45
ROAD GRADER FROM 94.80 TO 91.50 PER HOUR

LABOR AND EQUIPMENT ONLY FOR ASPHALT PAVING

10 TONS PER DAY MIN. FROM 58.10 TO 54.30 PER TON
101 TO 200 TONS PER DAY FROM 40.40 TO 37.85 PER TON
201 TO 400 TONS PER DAY FROM 24.65 TO 23.15 PER TON
401 TO 700 TONS PER DAY FROM 13.60 TO 12.80 PER TON
701 TONS AND OVER PER DAY FROM 10.05 TO 9.45 PER TON

ASPHALT SUPPLIES

TRACKLESS TACK COAT FROM 8.55 TO 7.95 PER GALLON
TYPE S3 PER TON (MATERIAL ONLY) FROM 47.80 TO 46.15 PER TON
TYPE S4 PER TON (MATERIAL ONLY) FROM 55.05 TO 49.90 PER TON
TYPE S5 PER TON (MATERIAL ONLY) FROM 56.35 TO 50.50 PER TON

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation

CITY OF MIDWEST CITY PUBLIC WORKS
8730 S.E. 15th STREET * MIDWEST CITY, OKLAHOMA 73110-7941
(405) 739-1060 * FAX (405)739-1090

and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large initial 'V'.

Vaughn K. Sullivan
Community Services Director

Attachment: Renewal Agreement Letter



Public Works Administration

8730 S.E. 15th Street
Midwest City, OK 73110

office 405.739.1066

fax 405.739.1090

TDD 405.739.1359

May 14, 2016

Silver Star Construction Co., Inc.

Mr. Steve Shawn
2401 S. Broadway
Moore, OK 73160

“Public Works General and Emergency Services”

Contract for Public Works General and Emergency Services, including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City and Midwest City Municipal Authority.

Dear Mr. Shawn:

It is time to re-new the City and Midwest City Municipal Authority contracts for FY 2016/17. As you will recall, we have the option to re-new our contract in the event that both parties agree. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions, with modifications or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Services Director

_____ Yee, we agree to continue the present contract without modifications.

 X Yes, we agree to continue the present contract with modifications (see attached).

_____ No, we are not able to continue the present contract without modification.

Sign: SSK Title: president Date: 6-14-16

City of MWC Emergency Services			
Description	Current Price	Proposed Updated Price	
LABOR RATES			
STAFF ENGINEER	201.00	201.00	
SENIOR PROJECT MANAGER	68.74	75.10	
PROJECT SUPERINTENDENT	47.50	47.50	
EQUIPMENT OPERATOR	27.50	25.80	
LABORER	22.80	22.80	
CONCRETE FINISHERS	30.85	30.85	
LICENSED SURVEYOR AND FIELD CREW	164.00	164.00	
CONCRETE PAVING REPAIRS			
100 TO 200 SY (6" DEPTH)	52.05	54.25	
100 TO 200 SY (8" DEPTH)	62.70	63.00	
100 TO 200 SY (10" DEPTH)	69.30	70.25	
201 TO 500 SY (6" DEPTH)	48.65	51.00	
201 TO 500 SY (8" DEPTH)	58.10	58.65	
201 TO 500 SY (10" DEPTH)	64.70	65.95	
500 TO 1000 SY (6" DEPTH)	43.75	45.20	
500 TO 1000 SY (8" DEPTH)	53.30	54.05	
500 TO 1000 SY (10" DEPTH)	59.65	61.00	
CURB AND GUTTER (LESS THAN 100 L.F.)	52.10	52.10	
CURB AND GUTTER (OVER 100 L.F.)	39.85	38.60	
SIDEWALKS (4" THICK LESS THAN 100 S.Y.)	78.80	75.80	
SIDEWALKS (4" THICK MORE THAN 100 S.Y.)	69.35	67.40	
ADDL COST PER CUBIC YARD FOR H.E. CONCR	9.40	9.40	
ASPHALT PAVING CONSTRUCTION AND REPAIRS			
10 TONS PER DAY MIN.	58.10	54.30	
101 TO 200 TONS PER DAY	40.40	37.85	
201 TO 400 TONS PER DAY	24.65	23.15	
401 TO 700 TONS PER DAY	13.60	12.80	
701 TONS AND OVER PER DAY	10.05	9.45	
TRACKLESS TACK COAT	8.55	7.95	
TYPE S3 PER TON (MATERIAL ONLY)	47.80	46.15	
TYPE S4 PER TON (MATERIAL ONLY)	55.05	49.90	
TYPE S5 PER TON (MATERIAL ONLY)	56.35	50.50	
FREIGHT FOR ASPHALT WITHIN MWC (14 TON HOURLY EQUIPMENT RATES)	7.55	7.45	
HOURLY EQUIPMENT RATES			
ROAD GRADER	94.80	91.50	
FRONT END LOADER	75.70	85.70	
SOIL COMPACTOR	77.70	69.25	
WATER TRUCK	60.95	51.40	
DUMP TRUCKS	56.15	56.15	
DEMOLITION TRUCKS & TRAILERS (40CY)	84.75	84.75	
DEMOLITION TRUCKS & TRAILERS (70CY)	115.00	115.00	
SELF LOADING KNUCKLE BOOM TRUCKS (45CY)	103.00	103.00	
TRAILER MOUNTED WOOD CHIPPER (CHIPS UP TO 8" DIA)	61.00	61.00	
SEMI TRAILER END DUMPS	73.00	73.00	
TRACK MOUNTED BACKHOE (90,000 LBS)	199.00	199.00	
TRACK MOUNTED BACKHOE (60,000 LBS)	169.00	169.00	
SCRAPER (615 CAT OR EQUAL)	175.00	152.00	
SKID STEER LOADER	52.00	52.00	
ROAD RECLAIMER	211.00	188.85	
CMI RS 500 RECLAIMER	293.00	277.40	
BACKHOE	56.00	56.00	
STREET SWEEPER	125.00	125.00	
BULLDOZER (D-7H OR EQUAL)	197.00	197.00	
BULLDOZER (D-6H OR EQUAL)	149.00	149.00	
BULLDOZER (DEERE 400)	85.00	85.00	
GRADE-ALL (OR SIMILAR TYPE EXCAVATOR)	140.00	140.00	
TREE SPADE TRUCK	85.00	85.00	
MILLING MACHINE	340.00	325.00	
TRACTOR LOADER / BOX BLADE	65.00	60.00	
SALT & SAND DISTRIBUTION TRUCK	85.00	85.00	
TRACTOR MOWER BAT-WING CONFIGURATION	65.00	65.00	
BUCKET TRUCK	105.00	105.00	
AIR CURTAIN BURNER	30.00	30.00	
TUB GRINDER (MIN 750HP)	915.00	915.00	
EXTRA CREW TRUCKS AS NEEDED (3/4 TON PICK UP)	81.00	81.00	
OTHER COMMON USED MATERIALS			
AGGREGATE BASE ROCK	34.00	34.50	
RECYCLED CONCRETE BASE ROCK	22.00	22.00	
RIP RAP STONE (18" SIZE ODOT SPECS)	57.00	57.00	
CEMENT KILN DUST	64.50	67.40	
SAND FOR ICE CONTROL	22.00	22.40	
BOND RATES PER THOUSAND DOLLARS	9.00	9.00	
EMERGENCY SERVICES			
VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	28.40	28.40	
VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	31.90	31.90	
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	186.80	186.80	
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	207.85	207.85	
TRIMMING OF HAZARDOUS TREES & LIMBS	127.10	127.10	
TREE REMOVAL (0-24" DBH PER TREE)	400.00	400.00	
TREE REMOVAL (24-48" DBH PER TREE)	787.00	787.00	
TREE REMOVAL (> 48" DBH PER TREE)	1,195.00	1,195.00	
C & D STORM DEBRIS REMOVAL PER CY	29.65	29.65	
C & D STORM DEBRIS REMOVAL PER TON	81.30	81.30	
NON-EMERGENCY CURBSIDE DEBRIS CLEAN UP			
VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	24.00	24.00	
VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	27.50	27.50	
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	165.00	165.00	
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	185.00	185.00	
C & D STORM DEBRIS REMOVAL PER CY	22.00	23.00	
C & D STORM DEBRIS REMOVAL PER TON	123.00	123.00	



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of approving and entering into a contract for FY 16-17 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of \$700.00 per month.

Vann and Associates has been providing the Midwest City CVB marketing and public relations services for several years. The scope of their services includes website and social media administration, as well as production and distribution of the CVB's monthly e-newsletter. Using one professional firm for all public relations provides brand continuity and consistent positive image production across all the CVB's communication mediums.

In addition, the contract provides a not to exceed hourly production rate of \$175.00 for the development of additional print media advertisements. The CVB will use the hourly rate provision to produce advertisements and flyers for various publications throughout the year.

The CVB director has been very pleased with the quality of Vann and Associates work and staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Vann and Associates Contract



AGREEMENT | MWC CVB

Services Provided

Social Media Marketing development:

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

Social Media Management:

Once the content and strategy has been developed, Vann & Associates will then manage both the MWC CVB Facebook and Twitter accounts utilizing both written content and graphics to engage current and new engagements. Ultimately, this will continue the positive growth the organization has realized over the past four years.

E-newsletter Development & Distribution:

Vann & Associates will work with MWC CVB staff to develop timely messaging to distribute via an e-newsletter once a month. This messaging will include special events, showcases of unique experiences with Midwest City as well as "call to action" statements for readers to request Visitor Guides and reserve an event space or hotel room during their next visit to Oklahoma.

Services provided include content development, writing and graphic design.

Periodic Website Updates:

From time-to-time, the MWC CVB has updates which need to be made to their website including updated and/or changing listings, events, promotions, etc. Vann & Associates will continue to make those updates at the direction of MWC CVB staff.

Compensation for Services

For the services described above, Vann & Associates will charge a fee of \$700 per month for a term of twelve months. This does not include third-party services such as Constant Contact or website hosting.

Additional Third-Party Costs

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

Limit On Agency Service Fees

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

Communication/Reporting

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

Agency Responsibilities

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

Client Responsibilities

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

Agency of Record

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

Past Due Payments

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

Defining a Billable Hour

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

Length of this agreement

This is a twelve-month agreement beginning July 1, 2016 and ending on June 30, 2017.

Cancellation Policy

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

Dispute Resolution

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

Acceptance of Terms

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

Consented and Agreed to:



TONY VANN
PRESIDENT

May 16, 2016

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing a contract for FY 16-17 weekly Welcome Center cleaning services with Crush Enterprises Inc., dba Jan-Pro of OKC, in the amount of \$295.00 per month.

Jan-Pro has been providing cleaning services at the Welcome Center since February of 2013 and the Welcome Center Manager is very pleased with the quality of their work.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Jan-Pro Renewal Agreement



The City of
MIDWEST CITY
Oklahoma Tourism Info Center

March 30, 2016

Attn: Toni Cox
Jan-Pro Cleaning Systems

“Weekly Janitorial Services”

Dear Madam:

It is time to re-new the City of Midwest City’s contract for FY 2016/17. As you recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Service Director

Jyh. Cij Yes, we agree to continue the present contract without modification.

_____ No, we are not able to continue the present contract without modification.

Signature: *Jyh. Cij* Title: PRESIDENT Date: 4-1-16

SV

7200 SE 29TH STREET ▪ MIDWEST CITY, OKLAHOMA 73110
(405) 739-8232 ▪ FAX (405) 869-8632



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing contracts, without modifications, for FY 2016-17 street rehabilitation and repair with Nash Construction Company, Bermuda grass slab sod with Canadian Valley Turf Farm, traffic signal maintenance with Midstate Traffic Control, Inc., uniforms, shop towels and floor mats with Unifirst Holdings, Inc. and pavement markings with Road Safe Traffic Systems, Inc..

Nash Construction Company has agreed to renew the city's street rehabilitation and repair contract, without modification for FY 2016-17. In FY2015-16 approximately \$390,051.00.00 was encumbered with Nash Construction for street repair by multiple departments for city-wide street repair and paving services.

Canadian Valley Farm has agreed to renew the city's Bermuda grass slab sod contract, without modification, for FY 2016-17. In FY 2015-16 approximately \$14,950.00 was encumbered with Canadian Valley Farm for slab sod by multiple departments for city-wide projects.

Mid State Traffic Control has agreed to renew the city's traffic signal maintenance contract, without modification, for FY 2016-17. In FY 2015-16 approximately \$120,881.00 was encumbered with Mid State Traffic Control for signal maintenance. This contract is used by the Street and Engineering Departments for city-wide maintenance, rehabilitation and construction of traffic signals.

Unifirst Holdings has agreed to renew the city's uniform contract, without modification for FY 2016-17. In FY 2015-16 approximately \$59,847.00 was encumbered with Unifist Holdings, Inc. for uniforms, shop towels and floor mats. The contract is used for multiple departments city-wide.

Road Safe Traffic Systems, Inc. has agreed to renew the city's pavement marking contract, without modification, for FY 2016-17. In FY 2015-16 approximately \$150,250.00 was encumbered with Road Safe Traffic Systems for pavement markings. This contract is used by Community Development and the Street Department for city-wide striping of streets and parking lots projects.

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large initial 'V'.

Vaughn K. Sullivan
Community Services Director

Attachment: Renewal Agreement Letters



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
office 405.739.1066
fax 405.739.1090
TDD 405.739.1359

April 13, 2016

Nash Construction Co.
Mr. Bill Nash
700 S Irving
Oklahoma City, OK 73129

“Street Repair”

Dear Mr. Nash,

It is time to re-new the city of Midwest City’s contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Services Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: William K Nash Title: President Date: 15 APR 2016

VKS:da



Public Works Administration

8730 S.E. 15th Street
Midwest City, OK 73110

office 405.739.1066

fax 405.739.1090

TDD 405.739.1359

April 8, 2016

Mr. Chris Roberts
Canadian Valley Turf Farm
P.O. Box 424
Spencer, OK 73084

“Bermuda Grass Slab Sod”

Dear Mr. Roberts,

It is time to re-new the city of Midwest City’s contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Services Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign:

Title:

Manager

Date:

4/12/16

VKS:da



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
office 405.739.1066
fax 405.739.1090
TDD 405.739.1359

April 8, 2016

Unifirst Holdings, Inc.
Mrs. Tracy Caine
2130 E California Ave
Oklahoma City, OK 73117

"Uniforms"

Dear Mr. Caine,

It is time to re-new the city of Midwest City's contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan (handwritten signature)

Vaughn K. Sullivan
Community Services Director

X (handwritten mark)

Yes, we agree to continue the present contract without modification.

(blank line)

No, we are not able to continue the present contract without modification.

Sign: Mr. Tracy Caine Title: General Manager Date: 4/12/16

VKS:dka

FY 2016/17 (handwritten)



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
office 405.739.1066
fax 405.739.1090
TDD 405.739.1359

April 8, 2016

Road Safe Traffic Systems, Inc.
Mr. Ernie Livingston
1302 W 36th Street North
Tulsa, OK 74127

“Pavement Marking”

Dear Mr. Livingston,

It is time to re-new the city of Midwest City’s contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Services Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Ernie Livingston Title: Branch Manager Date: 4/20/16

VKS:dka



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
office 405.739.1066
fax 405.739.1090
TDD 405.739.1359

May 11, 2015

Midstate Traffic Control, Inc.
Attn: Len Scantling
12501 N Santa Fe Ave
Oklahoma City, OK 73114

“Traffic Signal Maintenance”

Dear Mr. Scantling,

It is time to re-new the city of Midwest City’s contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Community Services Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Stu Edley Title: President Date: 4-21-16

VKS:da



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT –
BUILDING INSPECTION DIVISION

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : June 28, 2016

SUBJECT : Discussion and consideration of entering into a three-year contract with Environmental System Research Institute, Inc (ESRI) at the price of \$20,000 per year for GIS software maintenance, for a total of \$60,000 for the three-year period.

ESRI has been a long-time provider of GIS software maintenance for the Community Development Department. By signing this contract, the cost will be locked in for three years. In addition, this contract will provide the department with access to additional software without additional cost, as well as unlimited license access which will allow us to have GIS backup servers and increased work efficiency.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb



Quotation # 20488942

Date: June 3, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1202 Richardson Dr. Suite 405
Richardson, Texas 75080
Phone: 1-800-447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 259169 Contract #

City of Midwest City
Community Development Dept
100 N Midwest Blvd
Midwest City, OK 73110

ATTENTION: Kathy Spivey
PHONE: (405) 739-1219
FAX: 405-739-1399

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 06/03/2016 To: 09/01/2016

Material	Qty	Description	Unit Price	Total
140536	1	Populations of 50,001 to 100,000 Small Government Department Platform Program: year 1	20,000.00	20,000.00
140536	1	Populations of 50,001 to 100,000 Small Government Department Platform Program: Year 2	20,000.00	20,000.00
140536	1	Populations of 50,001 to 100,000 Small Government Department Platform Program: Year 3	20,000.00	20,000.00
			Item Total:	60,000.00
			Subtotal:	60,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$60,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman

Email: jhoffman@esri.com

Phone: 1-800-447-9778 x5675

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL GOVERNMENT DEPARTMENT
 PLATFORM AGREEMENT
 (E218-3)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Platform (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription
 One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 2
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 2
Number of Esri User Conference Registrations provided annually	1
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Virtual Campus Annual User License allowance	1,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

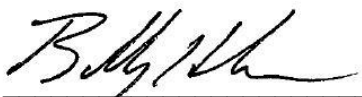
DATE : June 28, 2016

SUBJECT : Discussion and consideration of renewing for fiscal year 2016-17 the contracts with: **ACOG** in the amount of \$800.00 for UPWP traffic counts; **All Roads Paving** in the amount of \$661,478.77 for intersection paving at SE 15th and Douglas; **Bauman Instrument** in the amount of \$409,000.00 for services regarding SCADA system at water treatment plant; **Crafton, Tull, & Associates** in the amount of \$250,000.00 for engineering services regarding SE 29th from Midwest Boulevard to Douglas reconstruction; **Crafton, Tull, & Associates** in the amount of \$12,500.00 for engineering and landscape design services for the Original Mile Median and Entryway Improvement Project; **Crafton Tull & Associates** in the amount of \$217,500.00 for overlay of Sooner Road and installation of new sidewalks Reno to SE 29th; **DLT Solutions** in the amount of \$1,510.65 for AutoCAD subscription; **ESRI, Inc** in the amount of \$20,000.00 for GIS software annual maintenance; **Firetrol** in the amount of \$605.00 for testing and inspection of fire alarm system and portable fire extinguishers; **Garver, LLC** in the amount of \$344,000.00 for services regarding SCADA construction plans; **Garver, LLC** in the amount of \$6,260.00 for engineering services for Titan Tower; **H&H Plumbing** in the amount of \$76,915.00 for Sooner Road sanitary sewer extension; **Holland Backhoe** in the amount of \$589,179.55 for utility relocation SE 15th, Lynn Fry to Anderson; **Holland Backhoe** in the amount of \$387,570.00 for Carl Albert Titan Tower modification project; **HydroCad** in the amount of \$644.00 for HydroCad software maintenance; **IT Nexus** in the amount of \$2,000.00 for MapViewer maintenance; **MAC Systems** in the amount of \$216.00 to monitor fire alarms; **MTZ Construction** in the amount of \$246,054.45 for Sooner Road and SE 15th Street paving expansion; **MTZ Construction** in the amount of \$145,078.50 for North Oaks Phase III cul-de-sac paving; **ODOT** in the amount of \$34,316.20 for the City's share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; **ODOT** in the amount of \$4153.00 for engineering services with RL Shears for Eastside Elementary; **ODOT** in the amount of \$25,237.00 for the City's share to reconstruct and signalize railroad crossing on Westminster between NE 10th and NE 23rd; **ODOT** in the amount of \$31,027.00 for the City's share to reconstruct and signalize railroad crossing on Douglas between NE 10th and NE 23rd; **ODOT** in the amount of \$30,923.00 for the City's share to reconstruct and signalize railroad crossing on Midwest Boulevard between NE 10th and NE 23rd; **ODOT** in the amount of \$194,065.50.00 for the City's share to roto-mill and overlay Sooner Road, from Reno

to SE 29th; **ODOT** in the amount of \$28,187.00 for the City's share to reconstruct and signalize railroad crossing on Sooner between Reno and NE 10th; **ODOT** in the amount of \$26,869.00 for the City's share to reconstruct and signalize railroad crossing on NE 10th between Sooner and Air Depot; **Standley Systems** to lease a Savin MP C4502 at \$104.00 per month, inclusive of maintenance, per copy cost of \$0.0089 black and white images and \$0.05 color images; **TAP Architecture** in the amount of \$35,800 for design, engineering, and construction administration services regarding I-40 beautification.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are in my office and available to you at your convenience.

Staff recommends approval.



Billy Harless, AICP
Community Development Director

BH:lkb



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 : June 28th, 2016

SUBJECT: Discussion and consideration of approving and entering into a General Mutual Cooperation Agreement with the Board of County Commissioners of Oklahoma County authorizing Oklahoma County to assist with street improvements and tinhorn installation during FY 2016-17.

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

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachment

June 2, 2016

City of Midwest City

Re: Annual General Mutual Cooperation Agreement

Dear Town Clerk:

Please find enclosed three copies of the annual general mutual cooperation agreement between Oklahoma County and the City of Midwest City.

Please have the mayor sign in the appropriate place and you will also need to sign. **Return all three originals** to me so that I can get this on the agenda for the County Commissioner's meeting; once they are completed you can call my office and we will have someone pick them up. Upon approval by the Board of County Commissioners, I will send one of the originals back to you for your files.

If you have any question, please do not hesitate to call me at 713-1507.

Sincerely,

Cody L. Compton
Oklahoma County District #1

Enclosures (3)

GENERAL MUTUAL COOPERATION AGREEMENT

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

THIS GENERAL MUTUAL COOPERATION AGREEMENT (the "Agreement") is entered into effective July 1, 2016, between the **CITY OF MIDWEST CITY**, a municipal corporation organized and existing under the laws of the State of Oklahoma (the "Municipality"), and the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County").

RECITALS:

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

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

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

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

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

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

1. The County may, at their discretion, perform work to construct, improve, or repair certain roadways within the incorporated limits of the Municipality.

2. The Municipality's governing body must submit specific written requests to the County, titled regarding particularly described streets or portions of streets for which the Municipality is seeking the County's assistance in construction, improvement, repair and maintenance. Said requests shall adequately and specifically describe the street location and the specific type of assistance needed from the County and describe the anticipated period of time that such assistance shall be needed. If the County approves the Municipality's request for assistance, said request shall be performed pursuant to the authority of this Agreement and the specific agreement.

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

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

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

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

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

8. This Agreement shall commence on July 1, 2016 and continue through June 30, 2017.

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

MUNICIPALITY

APPROVED by the Municipality this _____ day of _____,

2016.

ATTEST:

City Clerk

By _____
Mayor

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

City Attorney

COUNTY

APPROVED by the County this _____ day of _____,
2016.

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

By _____
Chairman

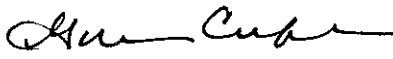
ATTEST:

By _____
Member

County Clerk

By _____
Member

APPROVED as to form and legality this 1st day of Feb, 2016.



Assistant District Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

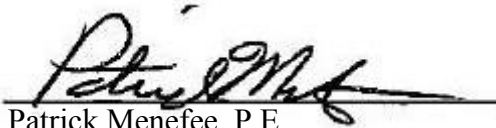
From: Patrick Menefee, P.E., City Engineer

Date: June 28th, 2016

Subject: Discussion and consideration of accepting a Permanent Trail Easement from the Department of the Air Force for the construction of the proposed trail system located along S.E. 29th Street, from Air Depot Boulevard to Sooner Road, located in the Southwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement is for the portion of the proposed Trail system that's adjacent to the base's perimeter fence located on the south side of S.E. 29th Street.

Staff recommends approval.



Patrick Menefee, P.E.
City Engineer

Attachments



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 72D AIR BASE WING (AFMC)
TINKER AIR FORCE BASE OKLAHOMA

10 Jun 16

City of Midwest City
Attn: Brandon Bundy
100 N Midwest Blvd
Midwest City, OK 73110

Attached are two partially executed originals of Easement AFMC TK 2-16-001 for your execution.

Please return one fully executed original to my attention:

72 ABW/CEIA
Attn: Robyn Williams
7535 5th St
Tinker AFB, OK 73145

If you have any questions, please give me a call at (405) 734-3173 or email robyn.williams@tinker.af.mil.


ROBYN WILLIAMS
Realty Specialist
Tinker AFB

Attachment
Easement AFMC TK 2-16-001

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
CITY OF MIDWEST CITY
ON
TINKER AIR FORCE BASE, OKLAHOMA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for this Easement is included herein and the granting of this Easement is not against the public interest, does hereby grant and convey to City of Midwest City, a municipal corporation of Oklahoma County, duly incorporated in the State of Oklahoma (Grantee), a nonexclusive easement to construct, operate, and maintain a multi-use trail on, over, and across the property on Tinker Air Force Base (AFB), Oklahoma, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Government and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

This Easement shall be for a term of 25 years ("Term Beginning Date") and ending ___ day This Easement may be renewed for a success: Grantee to the Government at least 1 year pri

The Commencement date and the expiration date will be written in by Real Property Office after document is signed.

2. RENT

This Easement is granted at no cost to the Gra

3. CORRESPONDENCE

Any written notices under this Easeme such notice to the parties at the following add

michelle ng

GOVERNMENT:
72 ABW/CE
Attn: Real Property Officer
7535 5th Street, Building 400
Tinker AFB, OK 73145

GRANTEE:
City of Midwest City
Attn: City Clerk
100 North Midwest Boulevard
Midwest City, OK 73110

4. USE OF EASEMENT AREA

4.1. Permitted Uses. Grantee shall use the Easement Area solely for purposes of constructing, operating and maintaining a multi-use trail available to the public. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. RESERVED

4.3. Government's Right of Access And Inspection. The Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

4.4. Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to the Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as the Government or its duly authorized representatives may from time to time impose.

4.5. No Obstructions. Neither party shall use the Easement Area nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6. Limitation Of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, Grantee has no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and Grantee agrees not to assert any such right or interest by reason of this Easement.

5. TERMINATION OF EASEMENT

5.1. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement. The Government shall give written notice of any termination, which shall be effective as of the date of this notice.

5.2. The Government may terminate this Easement at any time in the event of national emergency as declared by the President or the Congress of the United States, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

Grantee has inspected and knows the condition of the Easement Area. It is understood that this Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent.

8. MAINTENANCE OF EASEMENT AREA

8.1. Maintenance of Easement Area. Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement. This includes, but is not limited to, erosion and damage to the Easement Area by users of the trail.

8.2. Damage to Government Property. If Grantee, or their invitees, damages or destroys any real or personal property of the Government, Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

Reserved

10. INSURANCE

10.1. Risk of Loss. Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. During the entire Easement Term, Grantee, at no expense to the Government, shall carry and maintain the following types of insurance:

10.2.1. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective at all times throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies, and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.1.1. The insurance carried and maintained by Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2. Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.2.2. Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or Grantee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$1,000,000 each coverage and policy limit.

10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Oklahoma; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will Grantee be entitled to assign to any third-party rights of action that Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. Grantee is self-insured, in amounts meeting all requirements of this Easement.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by Grantee under Paragraph 10.1, Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1. In the event that the Government, in consultation with Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by Grantee for its operations, and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Government, in consultation with Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and, second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1. Alterations. Grantee is authorized to construct, repair, and maintain improvements related to a multi-use trail system within the Easement Area.

11.2. Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of this Easement, the Government may elect, in its sole discretion, to require Grantee to remove all of its improvements and other property from the Easement Area and restore the Easement Area

at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to the Government's satisfaction. The Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with the Government's notice of termination. Alternatively, at those same times, the Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to the Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to the Government and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefor. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at the Government's option, Grantee's improvements and personal property located on the Easement Area shall either become the Government's property without compensation therefor or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse the Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards as they apply to the Easement Area. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard applicable to the Easement Area and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions pertaining to the Easement Area caused by or resulting from Grantee's action or inaction or that of its officers,

agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material on the Easement Area, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of the Government, indemnify the Government for all costs of completing such cleanup, abatement, or response action pertaining to the Easement Area.

16.2. Environmental Permits. Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the the Government and others, directly or indirectly, due to the negligent exercise by Grantee of any of the rights granted by this Easement, or any other negligent act or omission of the Grantee pertaining to the Easement Area, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.

16.4. Government Caused Environmental Damage. Grantee does not assume any of the Government's liability or responsibility for environmental impacts and damage resulting from the Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to Grantee and to appropriate regulatory agencies, as required by Applicable Law. Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of Grantee.

16.6. Grantee Response Plan. Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills in the Easement Area.

16.7. Pesticide Management. Any pesticide use in the Easement Area will require prior Government approval.

16.8. Compliance with Water Conservation Policy. Grantee will comply with the Installation water conservation policy, as it may apply to the Easement Area and as it may be amended from time to time (to the extent that such policy exists and Grantee receives copies thereof), from the Term Beginning Date through the Term Expiration Date.

16.9. Protection of Environment and Natural Resources. Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from Grantee's activities, Grantee shall be fully liable for any such damage. Grantee will ensure its use of the Easement Area and activities will not interfere with or impact the floodplains of Crutch Creek or Kuhlman Creek.

16.10. Pesticides and Pesticide Related Chemicals in Soil. Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions whether the person is warned or not.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent it applies to the Easement Area and Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action pertaining to the Easement Area will, to the extent practicable, be coordinated with representatives designated by Grantee. Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries upon the Easement Area against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact Grantee's quiet use and enjoyment of the Easement Area. Grantee agrees that, notwithstanding any other provision of this Easement, the Government shall have no liability to Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents,

and invitees to enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

20.3.2. The United States Environmental Protection Agency (USEPA) and State of Oklahoma, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to Grantee and with the Government's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY WAIVER

An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated 4 April 16 has been delivered to Grantee and is attached as Exhibit D hereto. The EBS Waiver sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. The EBS Waiver is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard Grantee acknowledges and agrees that Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1. Covenant Against Contingent Fees. Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by Grantee on this Easement secured or made through bona fide established commercial agencies retained by Grantee for the purpose of doing business. "Bona

vide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of or Delegate to the Congress or resident commissioner shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1. Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2. The Parties agree that in the event of Grantee’s noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1. The Government may, by written notice to Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that Grantee, or any agent or representative of Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against Grantee as in a breach of this Easement by Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5. No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of Grantee involving transactions related to this Easement.

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Easement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

22.9. Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

22.11. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or

circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13. Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of Grantee.

22.16. No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Oklahoma; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of Grantee that significantly hinder Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement

Area at the invitation of Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by Grantee's parties. Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1. Compliance With Applicable Laws. Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. "Applicable Laws" means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2. Permits, Licenses, and Approvals. Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Easement Area improvements and Grantee equipment in compliance with all Applicable Laws.

25.3. No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises concurrent federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Grantee's use and occupation of the Easement Area.

25.5. Grantee Right to Contest. Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 25. The Government shall not be required to join in or assist Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of this Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, renewals of this Easement.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1. No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of Grantee, or injuries or death of Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2. Grantee Liability. Except as otherwise provided in this Easement, Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by Grantee, Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with or pursuant to this Easement, and all claims for

damages against the Government arising out of, or related to, this Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, with Grantee for the Easement Area, but does not terminate any obligations of Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Four (4) exhibits are attached to and made a part of this Grant, as follows:

- Exhibit A – Description of Premises
- Exhibit B – Map of Premises
- Exhibit C – Reserved
- Exhibit D – Environmental Baseline Survey Waiver

GRANTOR SIGNATURE PAGE

IN WITNESS WHEREOF, I have hereunto set my hand the 10 day of June, 2016.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: 

STEPHANIE P. WILSON, Col, USAF
Commander, 72 ABW

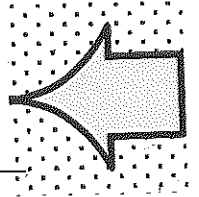
GRANTEE ACCEPTANCE SIGNATURE PAGE

Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 2016.

CITY OF MIDWEST CITY

By: _____
MATTHEW D. DUKES, II, Mayor



Attest:

SARA HANCOCK, City Clerk

EXHIBIT A
29th Street Trails

A tract of land within Section 16, T11N, R2W, Oklahoma County, Oklahoma, more particularly described as:

COMMENCING at the Northwest corner of Northwest Quarter (NW/4) of Section 16, T11N; R2W, west of the Indian Meridian;

Thence North 89°37'56" East, along the North line of said Northwest Quarter (NW/4), a distance of 40.00 feet to the POINT OF BEGINNING;

Thence South 00°35'37" East, parallel to the West line of said Northwest Quarter (NW/4), a distance of 70.00 feet;

Thence North 89°37'56" East, parallel to the North line of said Northwest Quarter (NW/4), a distance of 1751.48 feet;

Thence South 86°56' 31" East, a distance of 79.54 feet;

Thence South 00°35'37" East, a distance of 13.21 feet;

Thence North 89°37'56" East, a distance of 700.31 feet;

Thence North 58°48'53" East, a distance of 36.08 feet;

Thence North 89°37'56" East, a distance of 841.67 feet;

Thence North 00°35'37" West, a distance of 69.94 feet;

Thence South 89°37'27" West, parallel to the North line of said Section 16, a distance of 3404.27 feet; back to the POINT OF BEGINNING.

Sidelines of said easement shall be extended or lengthened to terminate at the boundary of the parent tract.

Said described tract of land contains 251,661 square feet or 5.78 acres, more or less.

Exhibit B

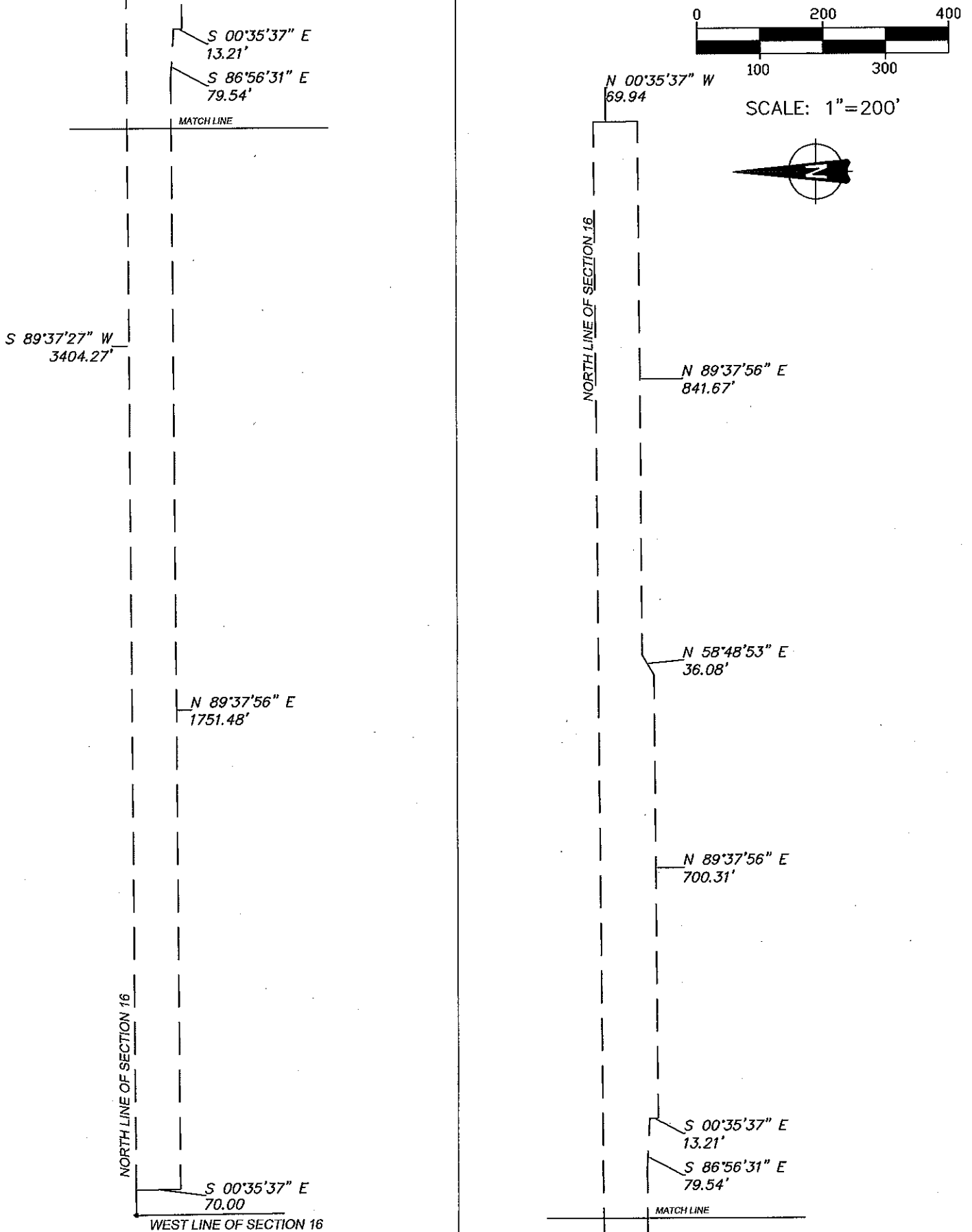


Exhibit D

WAIVER FOR ENVIRONMENTAL BASELINE SURVEY

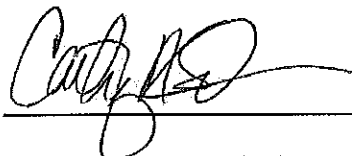
SUBJECT: Easement to Midwest City to allow construction and operation of a multi-use path along SE 29th Street from Air Depot Boulevard to Sooner Road. Portions of this trail would be located within Accident Potential Zone I (APZI). This is a compatible use under the Department of Defense/Air Force Air Installation Compatibility Use Zone (AICUZ). Midwest City will receive a 25-year easement with an option to renew for an additional 25-year term. The trail system will be located outside the existing perimeter fence and no Government improvements will be impacted by the trail or this easement. The multi-use trail will cross Crutcho Creek via a prefabricated pedestrian bridge and the trail will cross Kuhlman Creek using the existing shoulder. The floodplain will not be impacted. The easement area is undeveloped with trees and minimal landscaping. Midwest City will be responsible for managing the trees and landscape maintenance of the easement area.

WAIVER QUALIFICATION: A site inspection of the property was conducted on 20 April 2015 which indicated there were no potential sources of contamination for this proposed action. The subject easement qualifies for a waiver of the requirement for an Environmental Baseline Survey in accordance with the following criteria as outlined by Air Force Instruction 32-7066, *Environmental Baseline Survey in Real Estate Transactions*:

- The easement will not create health and safety risks when the property is used as intended.
- The allowable activities permitted within the easement will not introduce hazardous materials or petroleum products on the property.
- The allowable use of the property under the easement is consistent with environmental compliance requirements.

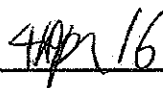
CERTIFICATION: Based upon a records search, the proposed terms of the easement and that the proposed use will not introduce hazardous materials or petroleum products on the property, this easement is certified as meeting the requirements for a waiver from an Environmental Baseline Survey.

APPROVAL: _____



CATHY R. SCHEIRMAN, P.E.
Base Civil Engineering

DATE: _____





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with **SHI International Corp.** in the amount of \$8,674.41 for software maintenance in connection with the City's GroupWise email system; **SHI International Corp.** in an amount not to exceed \$71,611.00 for software licenses related to Microsoft Windows 7 and Office 2010; **SHI International Corp.** in an amount not to exceed \$3,000.00 for ESET Endpoint Antivirus; **Messaging Architects Inc.** in an amount not to exceed \$4,375.00 for Netmail email archiving; **ISG Technology** in an amount not to exceed \$14,000.00 for VMWare maintenance; **ImageNet Consulting** in an amount not to exceed \$42,593.80 for Laserfiche maintenance; **American Solutions for Business** \$160.00 for PrintChef maintenance; **HelpSystems, LLC** in an amount not to exceed \$1,500.00 for Robot/Alert & Robot/Transform iSeries management software; **SHI International Corp.** in an amount not to exceed \$2,054.00 for Veeam Standard Support; **SPSVar.** in an amount not to exceed \$5,040.00 for hardware maintenance in connection with the City's IBM iSeries; **AgendaPal** in an amount not to exceed \$4,800.00 for agenda management/creation software; **Tyler Technologies.** in an amount not to exceed \$124,570.00 for software maintenance in connection with the Police, 911 and Court; and **SunGard Public Sector Inc.** in an amount not to exceed \$101,176.00 for software maintenance in connection with the City's SunGard ERP Software Package

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Staff recommends approval.

Ryan Rushing, Information Technology Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 28, 2016

Subject: Discussion and consideration of : 1) declaring two black file cabinets, Webster's 9th Edition Dictionary, a plastic paper holder, and a metal paper holder as surplus; and 2) authorizing their disposal by public auction or sealed bid.

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

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

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH/lkb

PROPOSED COMMUNITY DEVELOPMENT SURPLUS LIST- June 2016

ITEM	CONDITION
(2) 4-drawer black file cabinets	Fair
Webster's 9 th Edition Dictionary	Good
Plastic paper holder	Good
Metal paper holder	Good



Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Community Services Director

DATE: June 28, 2016

SUBJECT: Discussion and consideration of declaring one (1) Da-lite model 81634 motorized in-ceiling screen with 4X3 format, one (1) 1995 Mitsubishi model CS 27200 television, one (1) Memorex model MVD 454C DVS/VCR, one (1) General Electric model VG4021 VCR, one (1) Bretford 48" television cart, one (1) 20 inch floor buffer (very old) and one (1) Pro Form Crosswalk model 480 treadmill (serial number W54111319) from the Recreation Department surplus property 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.

- (1) Da-lite model 81634 motorized in-ceiling screen with 4X3 format
- (1) 1995 Mitsubishi model CS 27200 television
- (1) Memorex model MVD 454C DVS/VCR
- (1) General Electric model VG4021 VCR
- (1) Bretford 48" television cart
- (1) 20 inch floor buffer (very old)
- (1) Pro Form Crosswalk model 480 treadmill serial number W54111319)

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 28, 2016

SUBJECT: 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.

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

Staff recommends approval

A handwritten signature in black ink that reads "Ryan Rushing". The signature is written over a horizontal line.

Ryan Rushing, Information Technology Director

		CPU	
<i>INVENT #</i>	<i>MIS#</i>	<i>MANUFACTOR</i>	<i>SERIAL NUMBERS</i>
		Custom Computers Plus	CCP1299WTP03
		Custom Computers Plus	CCP1299WTP02
	597	Dell Optiplex 360	79HRJK1
	716	Dell Optiplex 380	HRRXHQ1
	718	Dell Optiplex 380	HRRWHQ1
		MONITORS	
<i>INVENT #</i>	<i>MIS #</i>	<i>MANUFACTURE</i>	<i>SERIAL NUMBERS</i>
	417	Dell	
	478	Dell	
	N/A	ViewSonic P220F	
		MISCELLANEOUS	
Quantity	MIS #	Hardware Type	Serial Number
1		HP Laserjet 4 Plus	
1		HP Laserjet 4050	
1		HP Laserjet 4050N	USBB113432
1		HP Laserjet 4050TN	USCF012287
1		HP Laserjet 4050	USBB404072
1		HP Laserjet P2055dn	VNB3R10839
1		Samsung SCX-4826FN	6575BACS700878N
1		BOX3 - Box of Miscellaneous	



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: June 28, 2016

SUBJECT: Discussion and consideration of 1) declaring one (1) Ductless Fume Hood, Model # AU-550L, surplus property; and 2) authorizing its disposal.

This item is on the agenda for you to 1) declare one (1) Ductless Fume Hood Model # AU-550L, Serial #ACO2880999 as surplus, and 2) authorize its disposal. This item no longer in working order, is not serviceable for repair, and cannot be sold due to the nature of the chemicals that were stored in this hood. This item's original purchase price was not over \$10,000.

Staff recommends approval.

Brandon Clabes
Chief of Police



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 28, 2016

Subject: (PC – 1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road.

Dates of Hearing: Planning Commission – June 7, 2016
City Council – June 28, 2016

Owner: Quinn & Cara Alsup

Applicant: Kathryn Peacock

Proposed Use: Transition house for women recently released from prison

Size:

The area of request has a frontage along N Post Road of approximately 75 ft and a depth of approximately 410 ft, containing an area of approximately 30,750 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Single Family Detached Residential
North, South, East & West – R-6, Single Family Detached Residential

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, South, East & West – R-6, Single Family Detached Residential

Land Use:

Area of Request – Single family residence
North, South, East & West – Single family residence

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categorized, it is recommended that single-family detached land use continues to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

Municipal Code Citation:

2.7.1. R-6, Single-Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

7.6 Special Use Permit

7.6.1 General Description and Authorization

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

A. Consideration for compatibility

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

B. Review and approval

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

C. Use identified by individual zoning district

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

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

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

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

B. Specific conditions

The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. This area was zoned R-1-D, Single Family Residential, with the adoption of the 1985 Zoning Ordinance and Map.
2. June 7, 2016 – Planning Commission recommended approval of PC-1871.

Staff Comments:

Engineering Comments:

Note: This application is a request to grant a SUP for a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of Post Road in the street right-of-way adjacent to the east side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement located along the west side of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from Post Road. Post Road is classified as a secondary arterial road in the 2008 Comprehensive Plan. Post Road is a two (2) lane, 26-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, Post Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Post Road does not meet current code requirements for a secondary arterial and does not have existing sidewalk along the frontage of the area of request. The adjacent properties are in the same, unimproved state. Current code allows the waiving of improvement requirements when the adjacent properties are in a substandard condition and the application is not for commercial purposes. This special use permit application does meet the conditions to eliminate improvement requirements.

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

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

Plan Comments:

The area of request contains an existing 1100 square foot single family residence. The applicant is proposing to use the residence as a transition house for women recently released from prison. The transition house would be one part of a faith based re-entry program that supports women with spiritual, emotional and relationship support in addition to other needs during their re-entry process. There would be no more than 4 women housed at the residence at any one time, including 1 "house mom". The women chosen to live in this residence will have participated in the Women in Transition program while in prison, and demonstrated a commitment to change their life while working directly with, and selected by the applicant. Once selected to live in the residence they will be required to have a job, attend church and work with a life coach. Once the women are stable enough they will be encouraged to obtain a residence of their own. The average length of a stay will be one year.

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

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

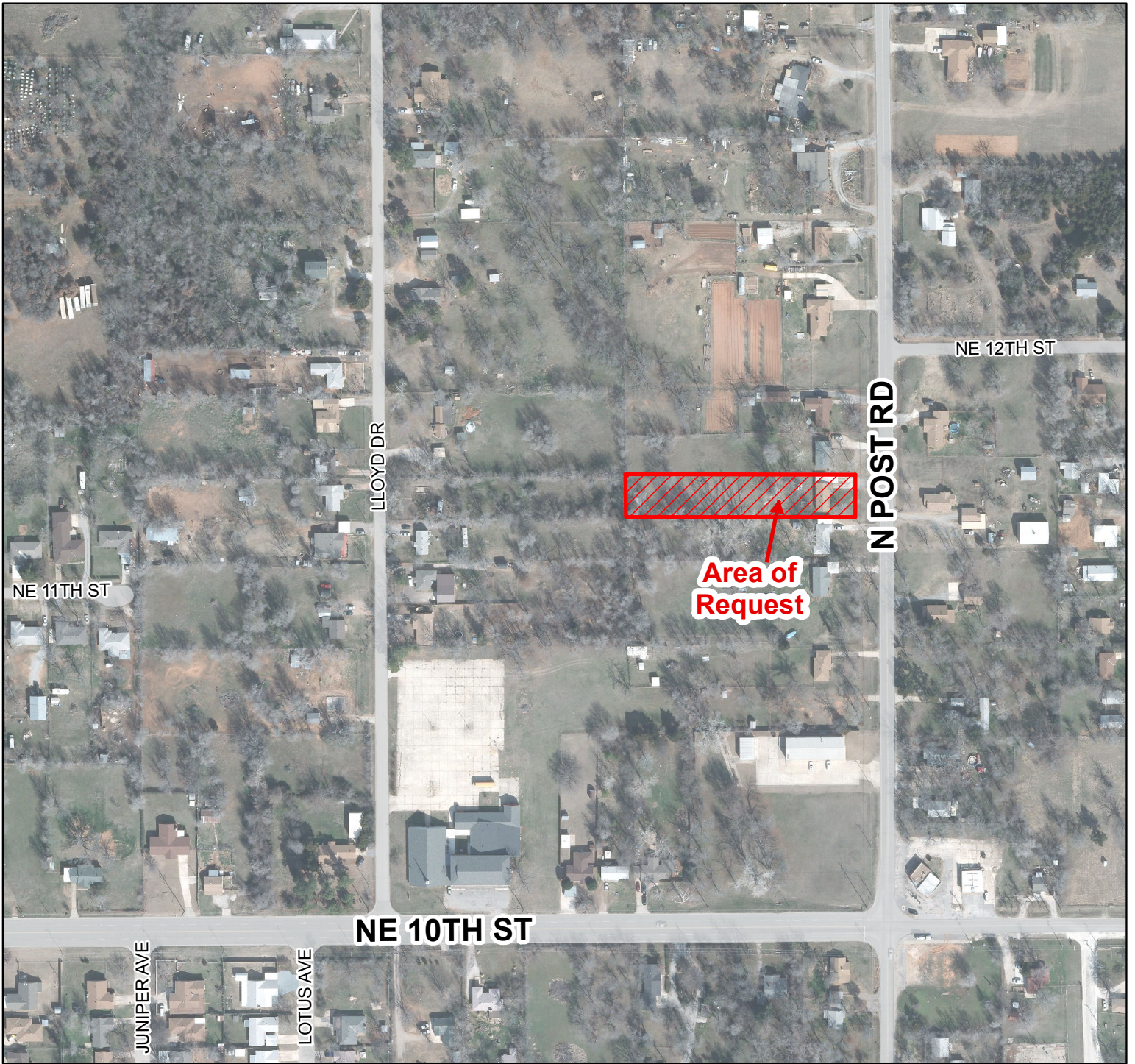
1. The proposed use would not expand beyond the traditional use of a single family residence. Therefore staff believes this request to be in harmony with the general purpose of the Comprehensive Plan.
2. The proposed use is in harmony with the general purposes of the R-6 zoning district regulations as it would continue to use the single family residence as it is currently.
3. The proposed use is not likely to adversely affect the neighboring properties. The residents will be participants of a larger re-entry program.
4. The proposed use would not generate additional pedestrian or vehicular traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of a group residential at 1205 N. Post Road.

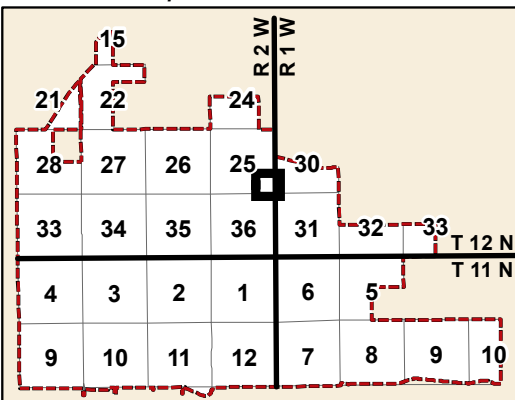
Action Required: Approve or reject a resolution for a Special Use Permit to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential district for the property noted in this report and subject to staff's comments as found in the June 28, 2016, agenda packet, and as noted in PC – 1871 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

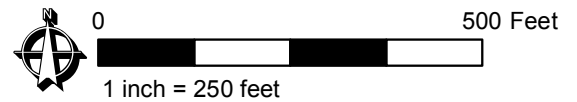
Billy Harless, AICP
Community Development Director
CA



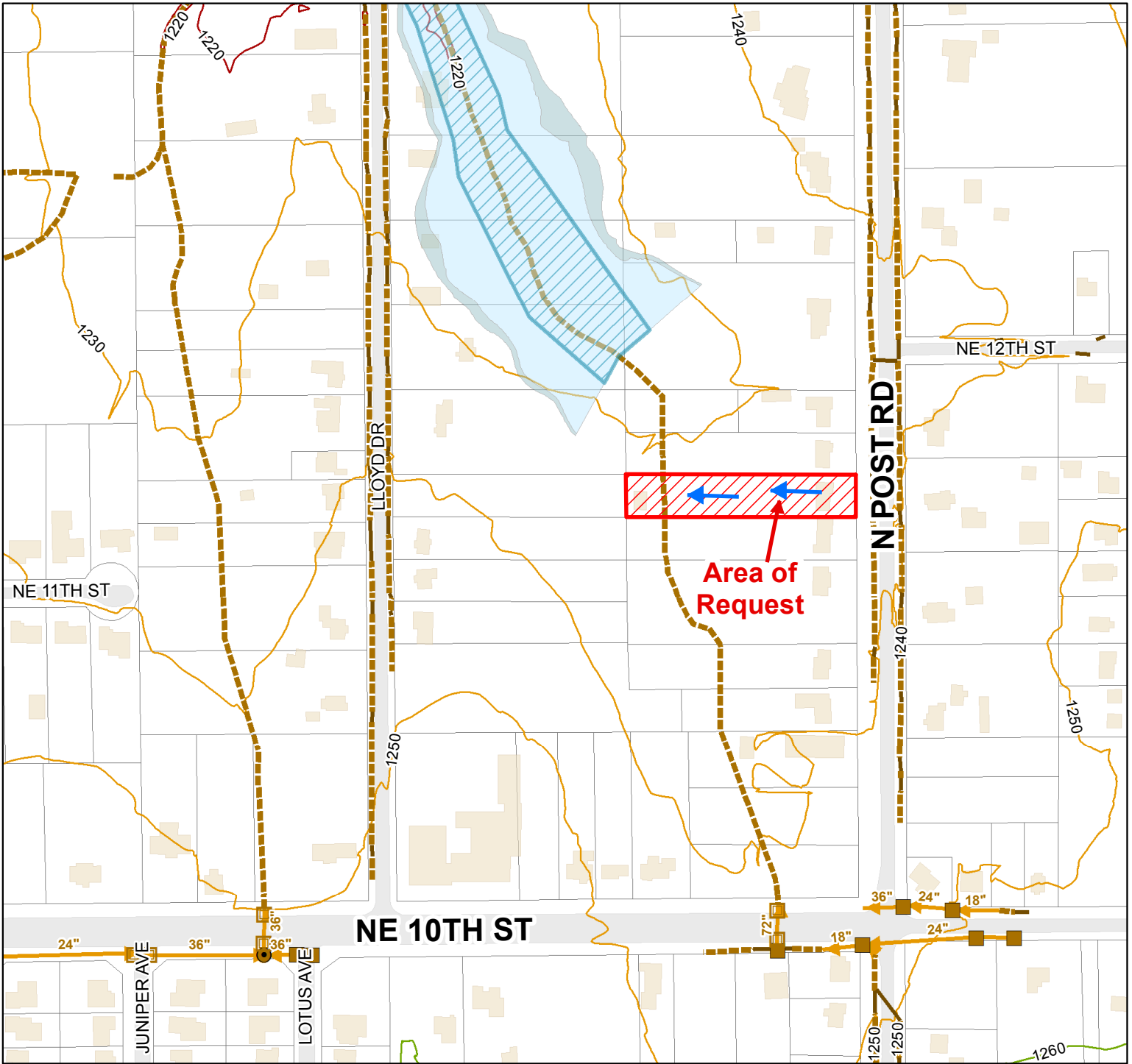
Locator Map



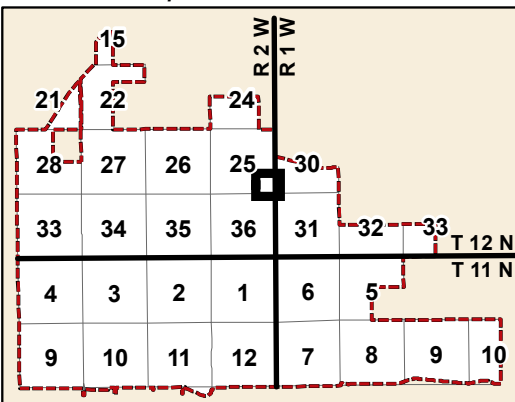
**2013 DOP (AERIAL) VIEW FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**


















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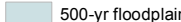
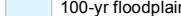


Locator Map



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

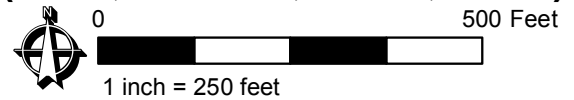
2009 FEMA Floodplains

-  500-yr floodplain
-  100-yr floodplain

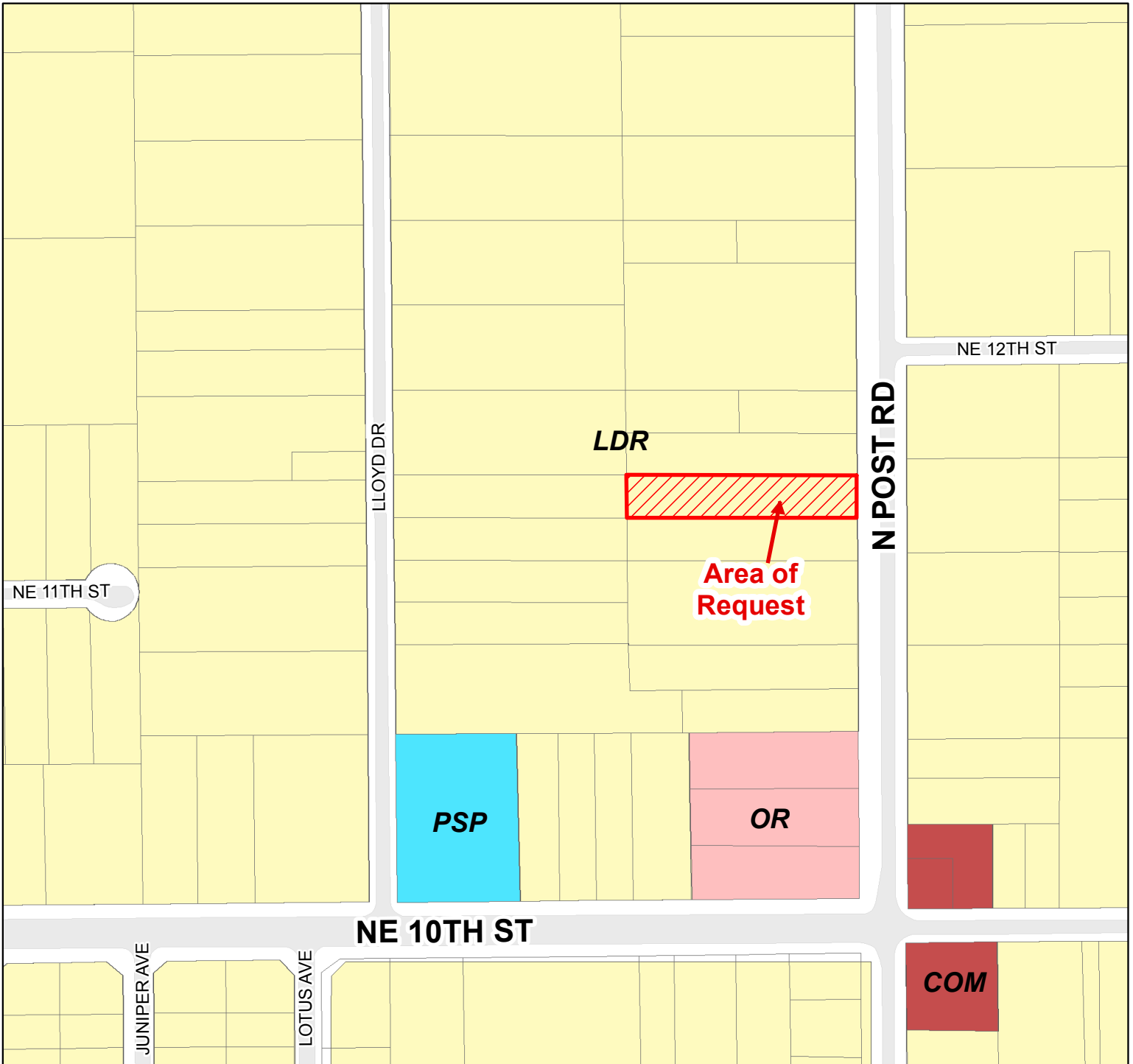
2009 FEMA Floodway

-  FLOODWAY

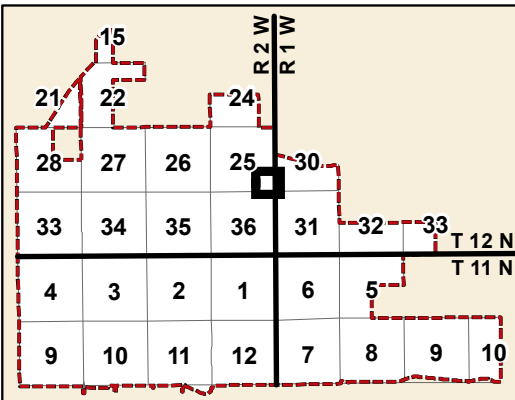
DRAINAGE LOCATION MAP FOR PC-1871 (SE/4, Sec. 25, T12N, R2W)













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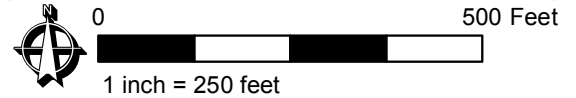
Locator Map



Future Land Use Legend

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

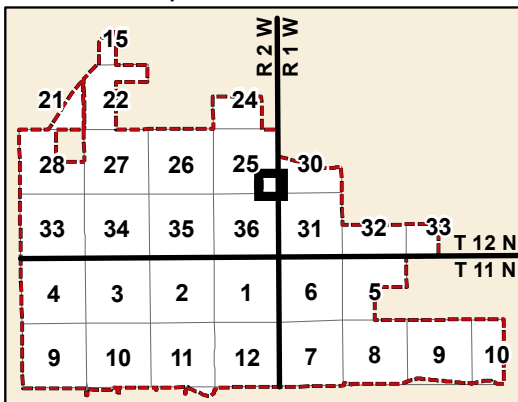
**FUTURE LAND USE
MAP FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**








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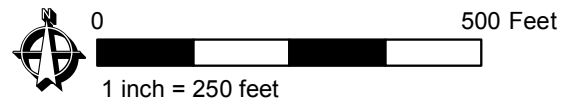
Locator Map



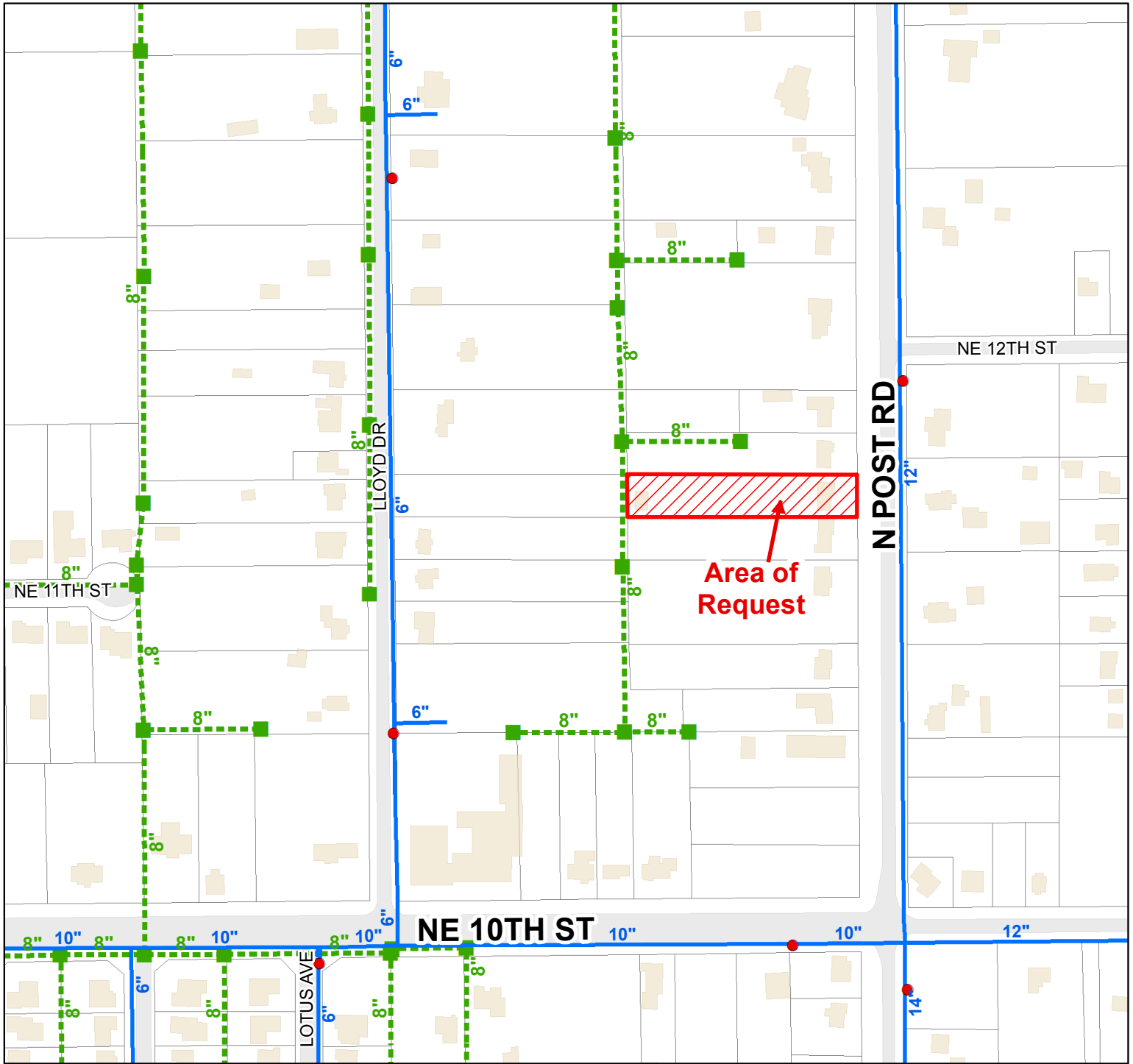
General Map Legend

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

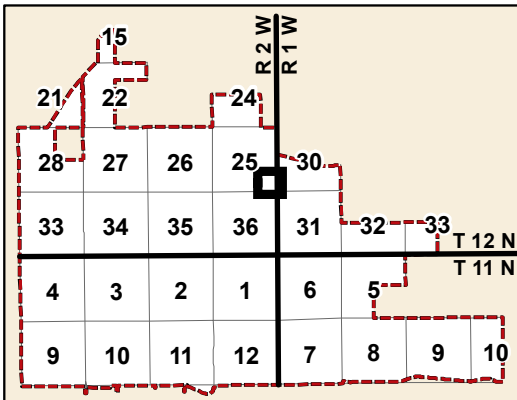
**GENERAL MAP FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**



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Locator Map

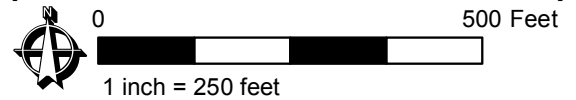


Water/Sewer Legend

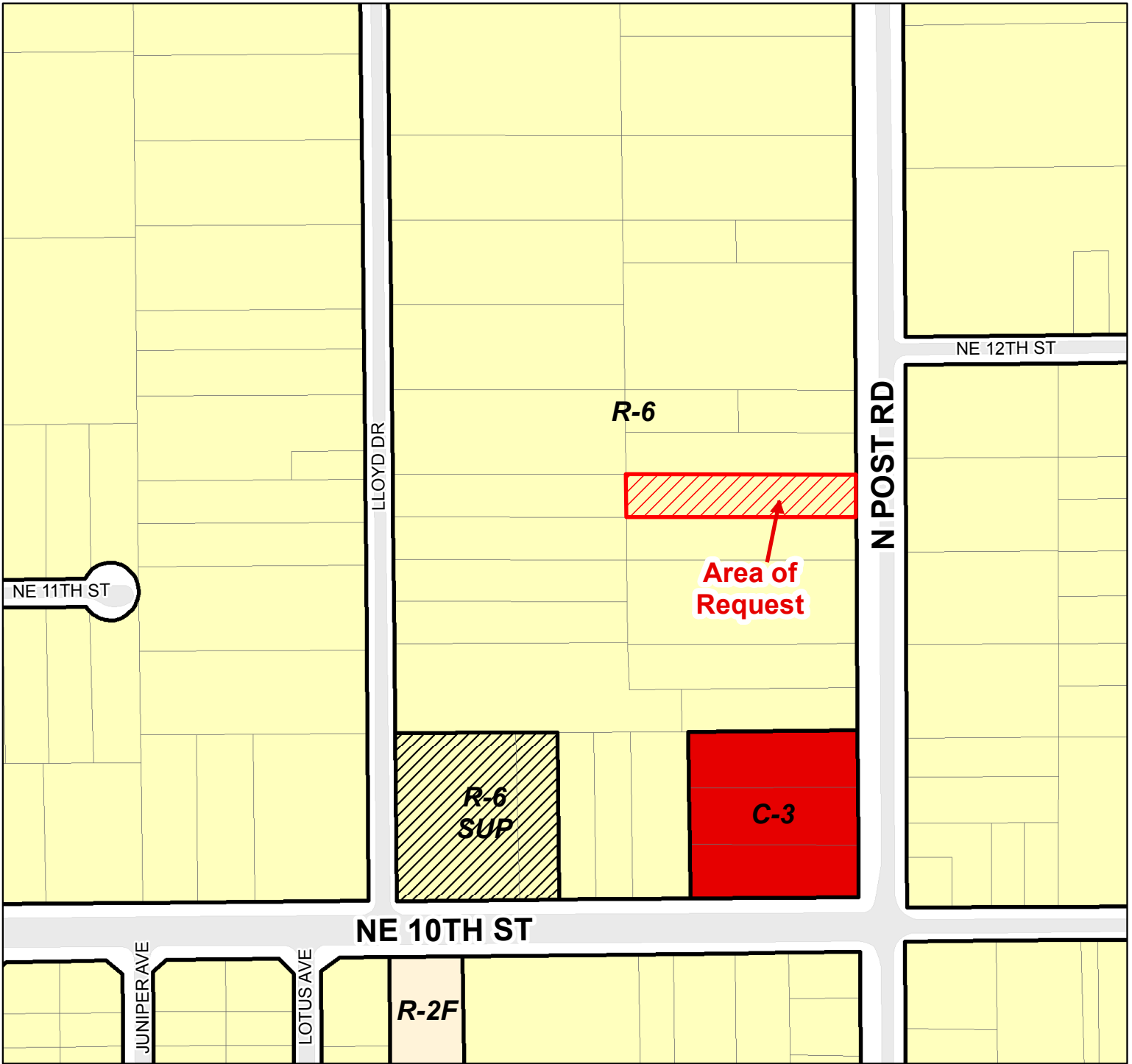
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

WATER/SEWER LINE LOCATION MAP FOR PC-1871

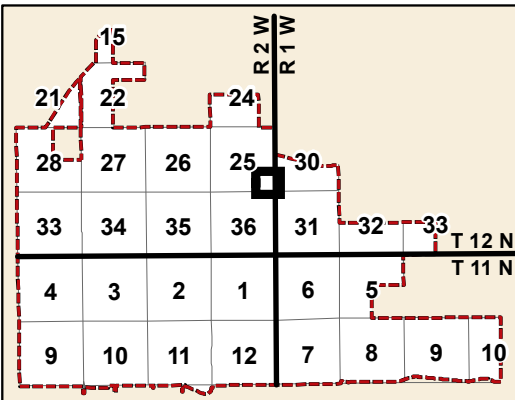
(SE/4, Sec. 25, T12N, R2W)



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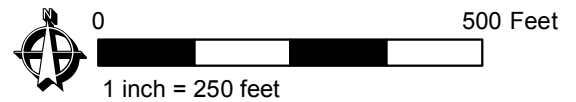
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 28, 2016

Subject: (PC – 1872) Public hearing with discussion and consideration of approval of the Replat of the south half of Lot 9 and all of Lot 10, Block 12 in the Pointon City Addition located at 604 S. Marion and in Section 6, T-11-N, R-1-W.

Dates of Hearing: Planning Commission – June 7, 2016
City Council – June 28, 2016

Owners: Merla Jean Allen

Proposed Use: Two (2) single family residential lots

Size:

The area of request has a frontage along S. Marion Ave. of approximately 144ft, and a depth of approximately 135 ft. containing an area of approximately .4463 acres.

Zoning Districts:

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

Land Use:

Area of Request – one single family residence
North, South, East and West – single family residences

Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

Subdivision Regulations

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code.
2. The Final Plat of the Pointon City Addition was filed with Oklahoma County in 1948.
3. County records show that Lots 8, 9 and 10 were replatted at some time. The time of the replat is unknown. The City lot split atlas shows the area of request as the south half of Lot 9 and all of Lot 10 but City records do not show an application for a replat from the original plat.
4. June 7, 2016 – Planning Commission recommended approval of this Replat.

Engineer's Comments:

Note: This application is a request to split a single lot into two separate lots that will both meet current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the east side of Marion Avenue in the street right-of-way adjacent to the west side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

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

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

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

Streets and Sidewalks

Access to the area of request is available from Marion Avenue. Marion Avenue is classified as a local road in the 2008 Comprehensive Plan. Marion Avenue is a two (2) lane, 24-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, Marion Avenue has fifty (50) feet of right-of-way adjacent to and parallel to the west side of the area of request.

Marion Avenue does not meet current code requirements for a local street and does not have existing sidewalk along the frontage of the area of request. The adjacent properties are in the same, unimproved state. Current code allows the waiving of improvement requirements when the adjacent properties are in a substandard condition and the application is not for commercial purposes. This replat application does meet these conditions to eliminate improvement requirements.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the west to the east. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

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

Fire Marshal's Comments:

The fire department has reviewed this requested replat. Future construction will be subject to the codes listed under Chapter 15 of the MWC Code of Ordinances.

Staff Comments:

As mentioned in the history section of this report, Lots 8, 9 and 10 of Block 12 of the Pointon City Addition have been adjusted since the time that the original plat was created in 1948. The City has no record of a lot split, short form plat or replat of the area of request, however, the City's lot split atlas does show Lots 8, 9 and 10 of Block 12 in their current configuration which is different from the original plat. Due to the age of the City's lot split atlas, Lots 8, 9, and 10 had to have been adjusted shortly after the original plat was filed. Staff has also researched county records and found that the lots are configured as they are on the City's lot split atlas and different from the original plat. Although it is unclear when these lots were adjusted, it is clear that they have been as such for some time. Staff is comfortable moving forward with this requested replat.

This replat will allow the owner to divide the existing single lot into two lots. There is one existing single family residence on the lot. That residence is intended to remain on proposed lot 1 of this replat.

There is a chicken coop building located in the far northeast corner of the lot. If this replat is approved, that building will be on a lot with no main structure for it to be accessory to. Staff spoke with the applicant about this and she intends to have the accessory building taken down by the time this application is heard by the City Council on June 28, 2016.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and new lots may be created utilizing the replatting process.

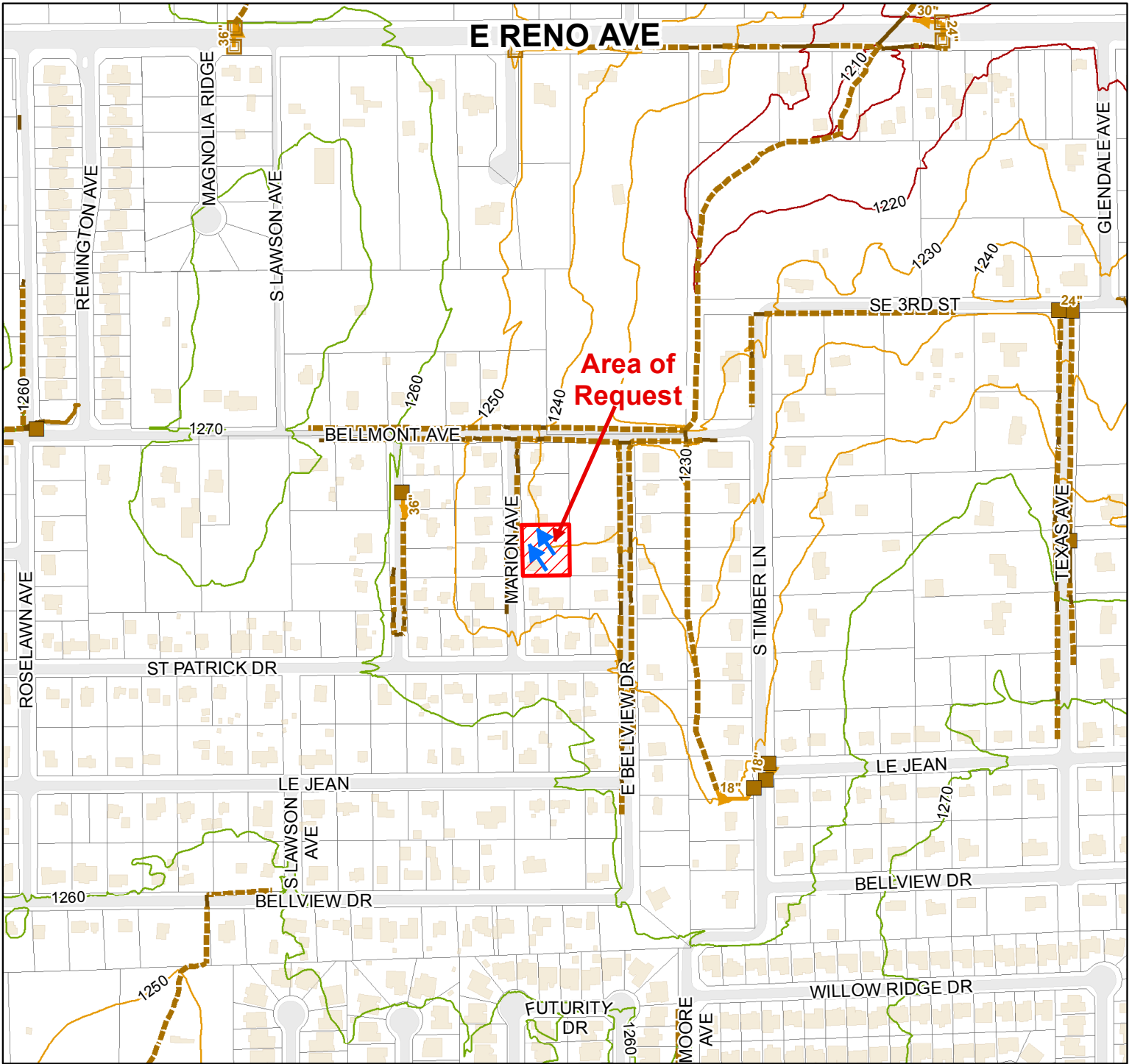
As this replat meets the subdivision regulations, staff recommends approval of the replat of a part of the south half of Lot 9 and all of Lot 10, Block 12 of the Pointon City Addition subject to these comments.

Action Required: Approve or reject the replat of a part of the south half of Lot 9 and all of Lot 10, Block 12 in the Pointon City Addition located on the property as noted herein, subject to the staff comments and found in the June 28, 2016 agenda packet and made a part of PC-1872 file.

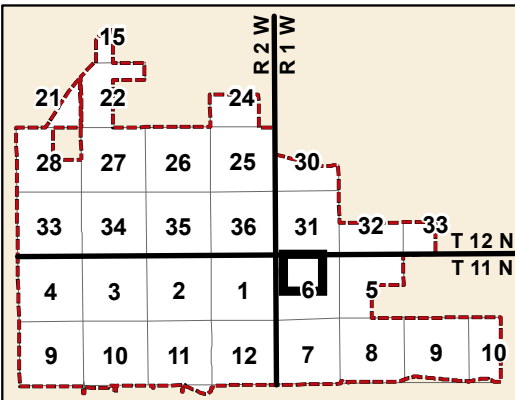


Billy Harless, AICP
Community Development Director

KG



Locator Map

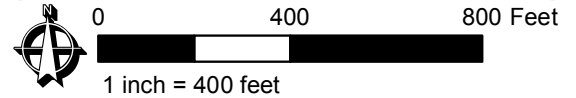


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

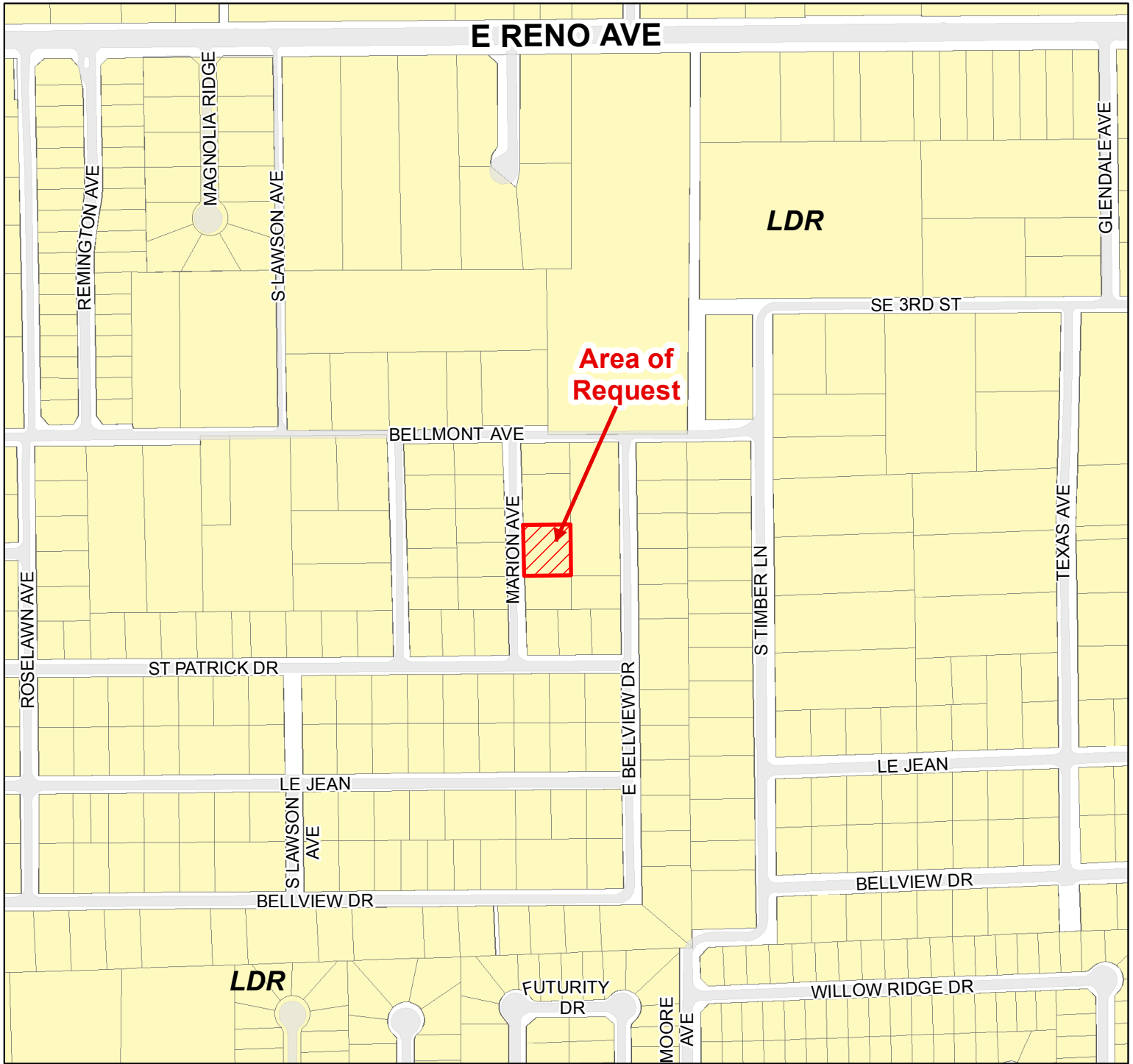
2009 FEMA Floodplains

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

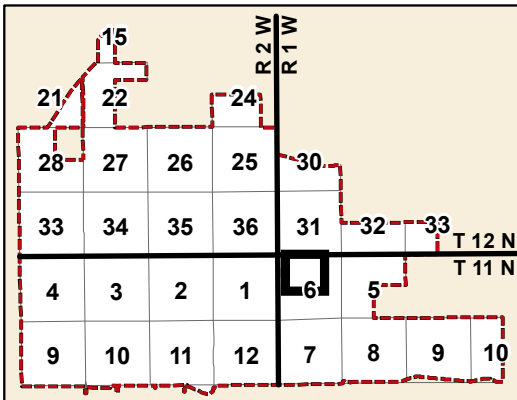
DRAINAGE LOCATION MAP FOR PC-1872 (NW/4, Sec. 6, T11N, R1W)













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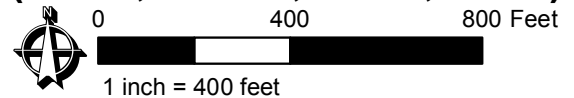
Locator Map



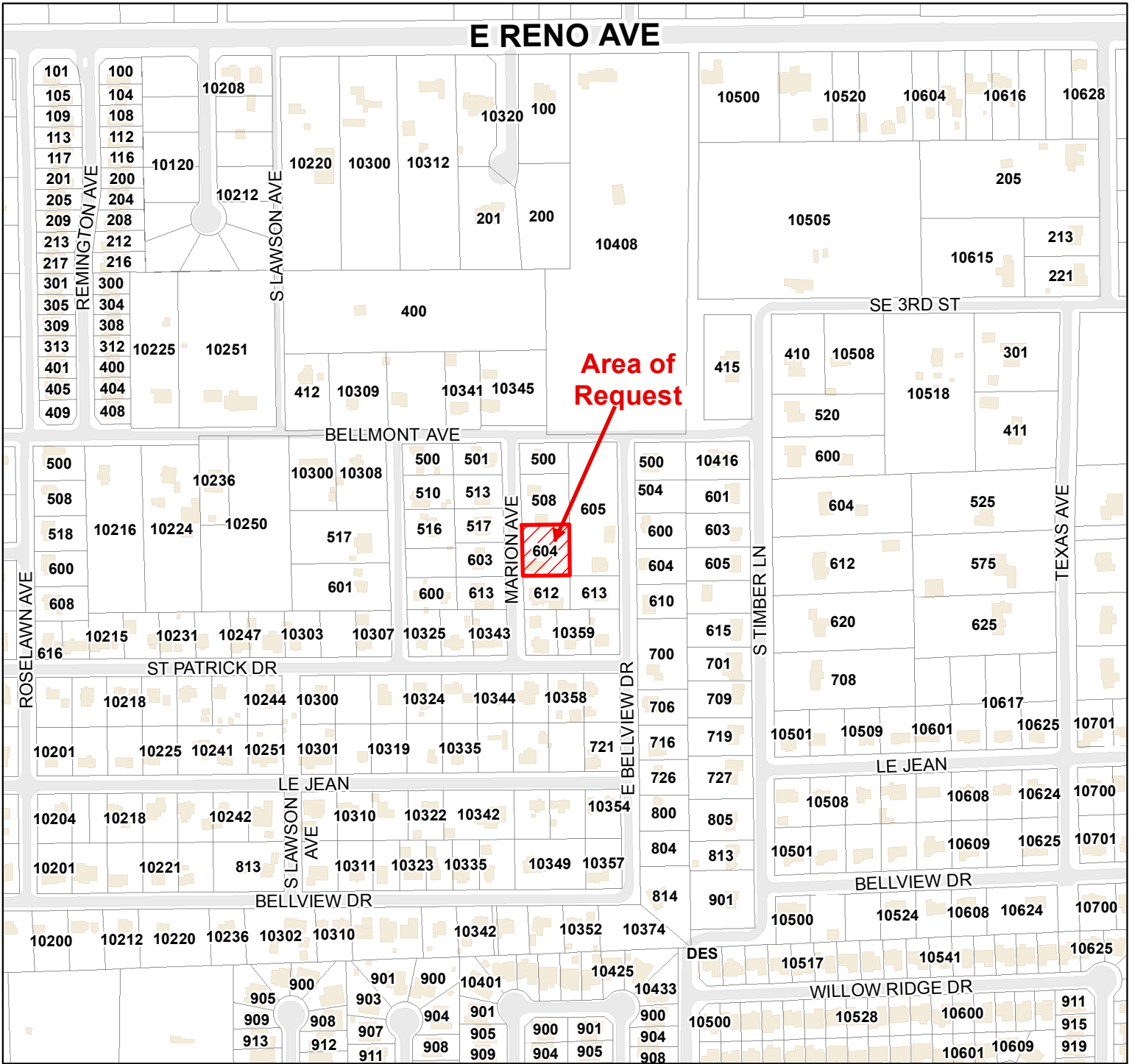
Future Land Use Legend

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

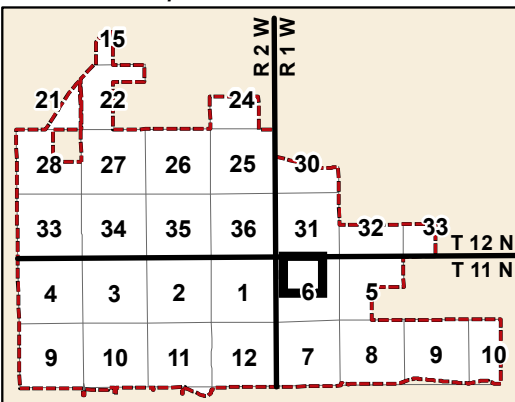
**FUTURE LAND USE
MAP FOR
PC-1872
(NW/4, Sec. 6, T11N, R1W)**








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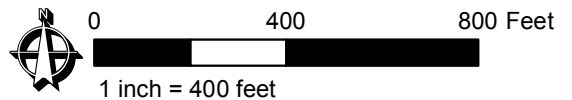
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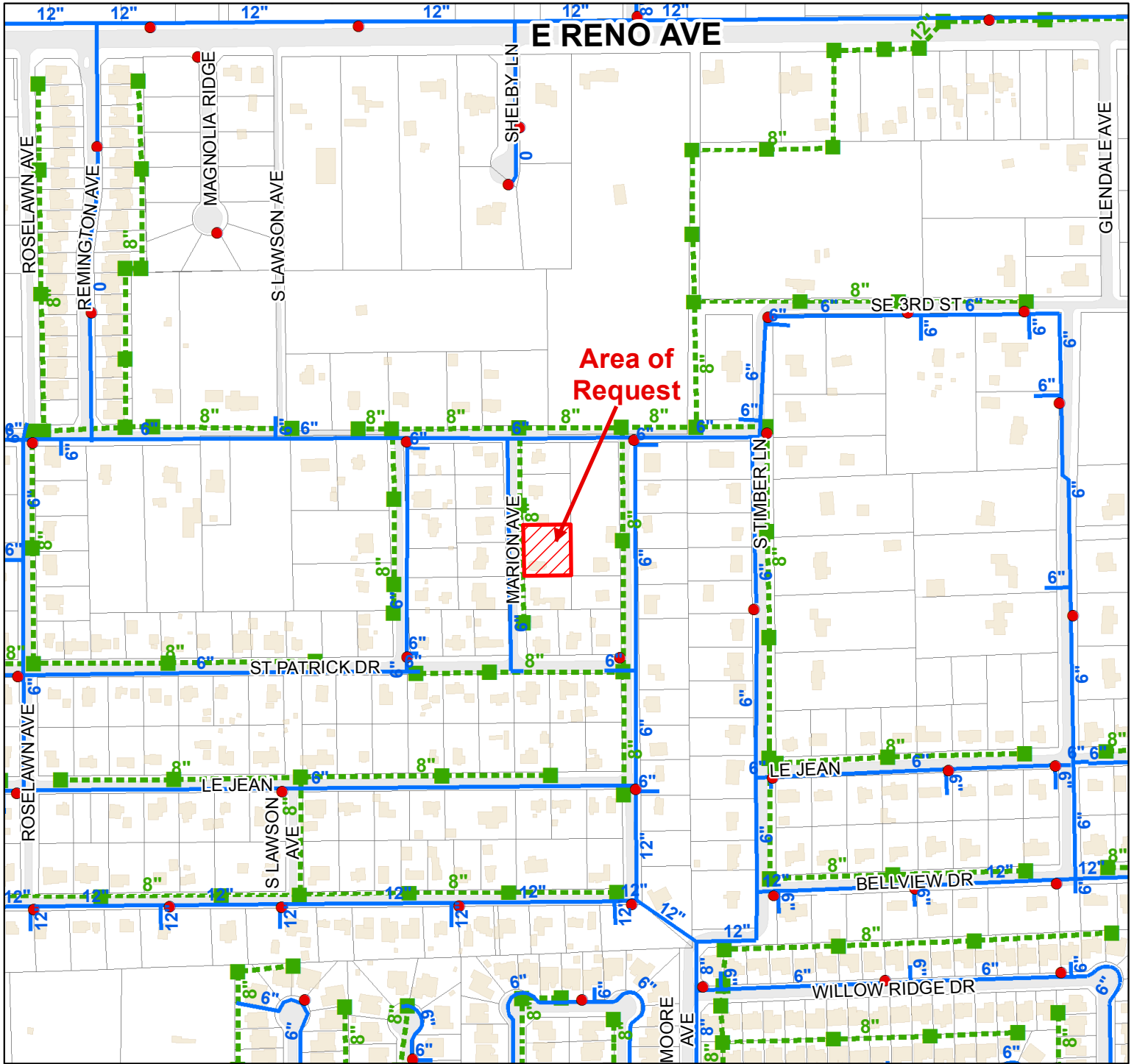
General Map Legend

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

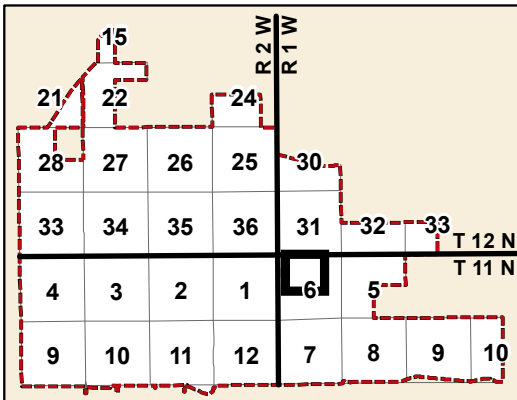
**GENERAL MAP FOR
PC-1872
(NW/4, Sec. 6, T11N, R1W)**



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Locator Map



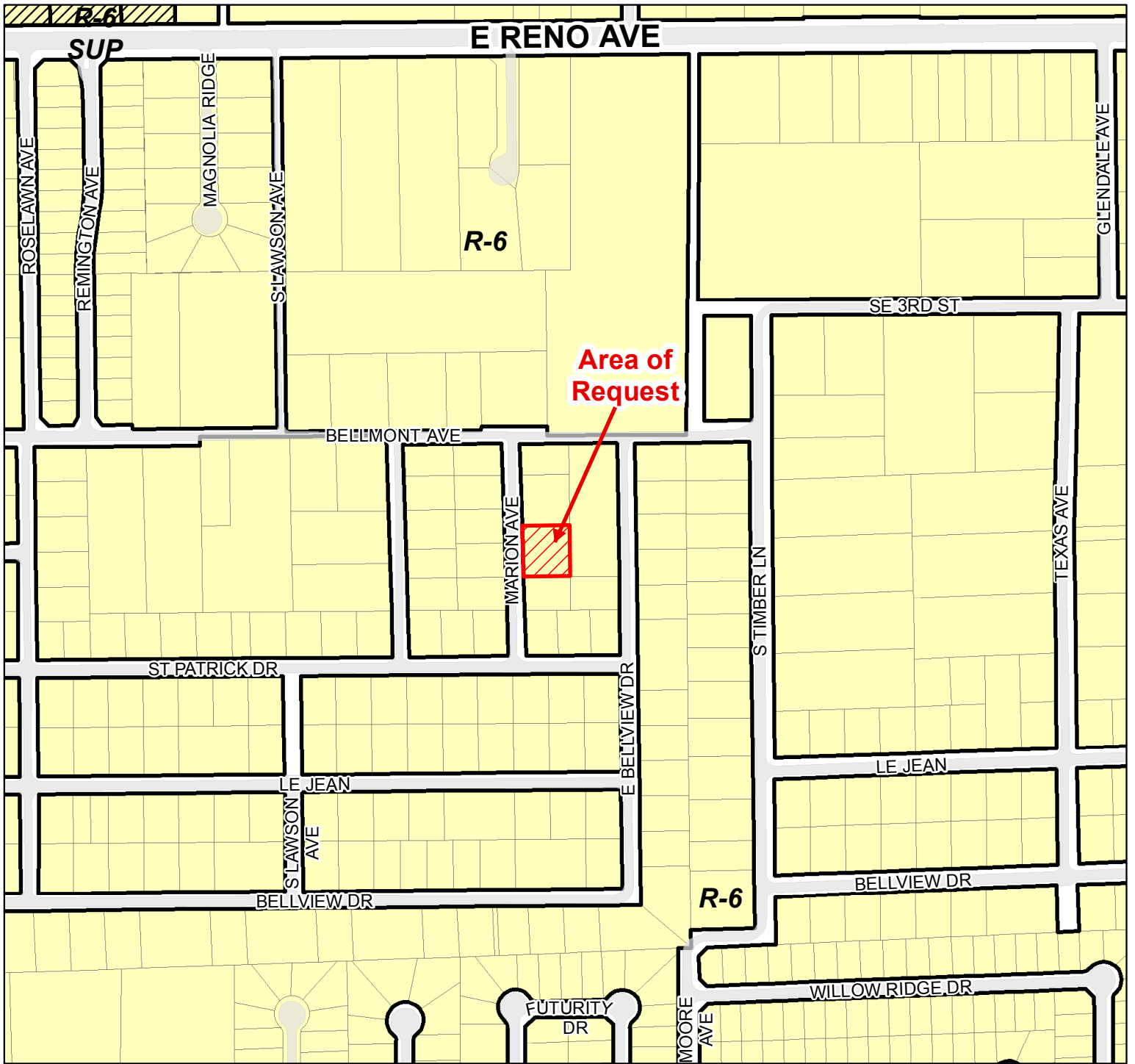
Water/Sewer Legend

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

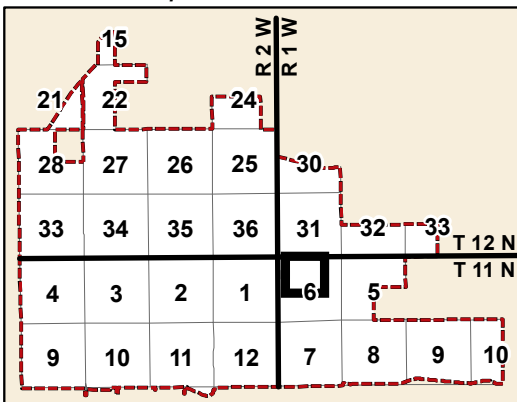
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1872
(NW/4, Sec. 6, T11N, R1W)**



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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1872
(NW/4, Sec. 6, T11N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 28, 2016

Subject: (MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Dr.

Dates of Hearing: Planning Commission – June 7, 2016
City Council – June 28, 2016

Owners: Harold Fontenot & Todd Hall

Proposed Use: Three (3) lots for single family residential development

Size:

The area of request is located between the streets of N. White Oak and Cedar Drive and has approximately 600 ft of frontage on both streets, containing an area of 4.27 acres, more or less.

Zoning Districts:

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

Proposed Parcel 1 – Frontage of approximately 112.80 ft. along Cedar Dr. and a depth of approximately 147.64 ft. containing an area of approximately .3823 acres.

Proposed Parcel 2 – Frontage of approximately 140 ft. along White Oak and a depth of approximately 162.36 ft. containing an area of approximately .5218 acres.

Proposed Parcel 3 – Frontage of approximately 487.2 ft. along Cedar Dr. and frontage of approximately 460 ft. along White Oak and a depth of approximately 310 ft. containing an area of approximately 3.3658 acres.

Municipal Code Citation:

Appendix A, Zoning Regulations

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

Subdivision Regulations

Sec. 38-20.1. Purpose

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where adequate infrastructure, easements, and right-of-way already exist and the extension of any City facilities to serve any lot within the subdivision is not required, then a minor plat may be suitable as an instrument to subdivide one lot into three or fewer lots.

In agreement with the intent of this subdivision ordinance, minor plats are intended to ensure that public facilities are available and will have sufficient capacity to serve the proposed subdivision. Additionally, minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighborhood and nearby properties.

History:

1. This area was platted into residential lots in April of 1950.
2. This area was annexed into Midwest City limits in Sept. of 1959.
3. This area has been zoned single family residential since the adoption of the 1985 zoning code.
4. PC-1793 – The Caliber Estates Preliminary Plat heard by the Planning Commission and City Council several times in late 2013 and once in January 2014. A final plat application for the Caliber Estates Preliminary Plat has never been submitted.
5. June 7, 2016 – Planning Commission recommended approval of MP-9.

Engineer's Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the east side of North Cedar Drive in the street right-of-way adjacent to the east side of the area of request.

An eight (8) inch public water main is located on the east side of North White Oak Street in the street right-of-way adjacent to the west side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

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

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

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

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

Streets and Sidewalks

Access to the area of request is available from North White Oak Street and North Cedar Drive. North White Oak Street is classified as a collector road in the 2008 Comprehensive Plan. North White Oak Street is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with bar ditches. Current code requires a half street right-of-way width of thirty (30) feet for a collector street and presently, North White Oak Street has twenty-five (25) feet of right-of-way adjacent to and parallel to the west side of the area of request. North Cedar Drive is classified as a local street in the 2008 Comprehensive Plan. North Cedar Drive is a two (2) lane, 20-foot wide, uncurbed, asphalt concrete roadway with bar ditches. Current code requires a half street right-of-way width of twenty-five (25) feet for a local street and presently, North Cedar Drive has twenty (20) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Five feet of right of way must be dedicated to the city along the full frontage of the area of request along both North White Oak Street and North Cedar Drive. These right of way dedications are reflected on the Minor Plat.

Neither North White Oak Street nor North Cedar Drive meets current design standards for a local street.

Under Section 38-59 of the Subdivision Regulations, the applicant can and has requested a subdivision waiver to the street improvements and sidewalk requirements. Due to the location of the area of request, the lack of any adjacent improved roadways or existing sidewalks, and the lack any near term or future proposed road improvement projects to the area of request, staff recommends to approval of the waiver.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the west to the east. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

Five feet of right of way must be dedicated to the city along the full frontage of the area of request along both North White Oak Street and North Cedar Drive. These right of way dedications are reflected on the Minor Plat. All proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the minor plat.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

Fire Marshal's Comments:

The fire department has reviewed the application for MP-9 located at 1001 N. Cedar Drive. Future development must meet the provisions of Chapter 15 of the Municipal Code.

Staff Comments:

The applicant is making this request in order to create 3 separate parcels. The applicant intends to keep the lots residential and sell them for residential development. There is currently one single family residence on proposed parcel 1. That residence is intended to remain on the parcel.

As noted in the history section of this report, a preliminary plat in the same area of request was heard by the Planning Commission and City Council several times in late 2013 and once in early 2014. The Caliber Estates Preliminary Plat proposed 14 single family residential lots. The application requested waivers to the half street and sidewalk improvements. Neighbors in the area of request protested the number of lots due to the traffic the development would bring to the already narrow streets. The neighbors did not support the waivers to the half street improvements due to the number of lots proposed. The City Council voted to approve the preliminary plat but denied the waivers to the street and sidewalk required improvements. A final plat application was never applied for or subsequently heard by the Planning Commission and City Council.

The applicant is requesting a waiver to the street improvements required under the 2012 Midwest City Subdivision Regulations. Staff is agreeable to this request as both North White Oak and Cedar Drive are both unimproved from NE 10th Street to the south beyond the border of the area of request. As both streets are unimproved both to the north and south of the area of request, staff agrees with this request. The applicant is also requesting a waiver to the sidewalk requirements of the 2012 Subdivision Regulations. Staff is also agreeable to this request as there is not a sidewalk to the north or south of the proposed development on neither North White Oak or Cedar Drive.

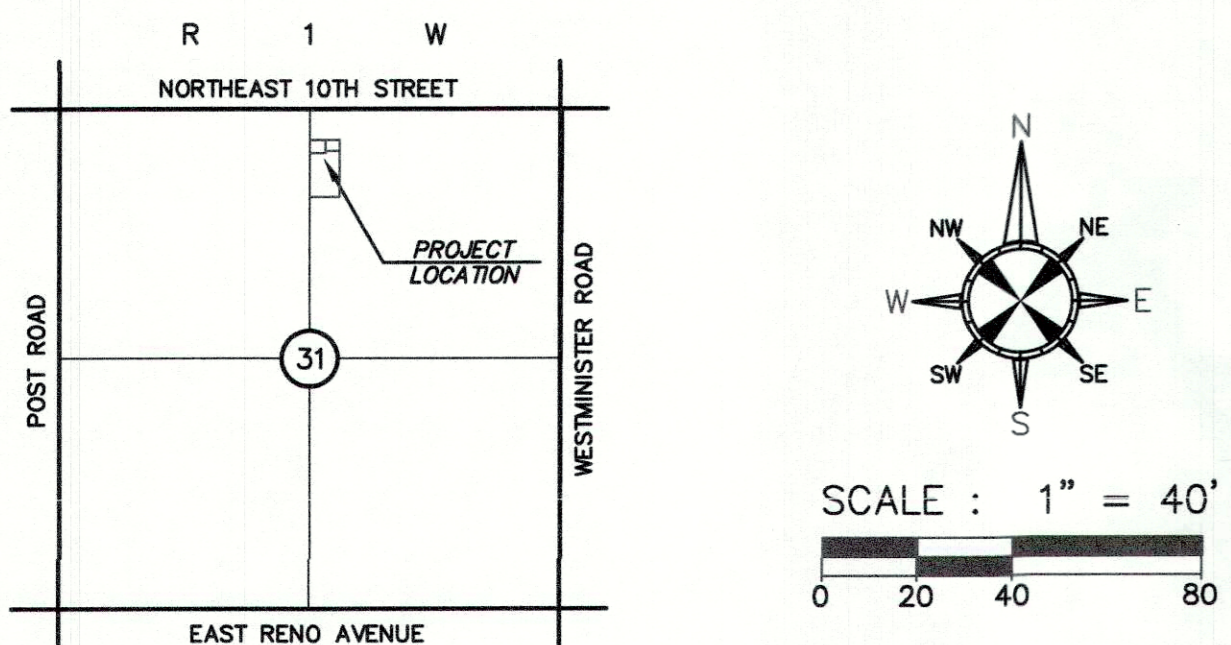
As this request conforms to the standards set forth in the 2012 Subdivision Regulations, the 2010 Zoning Ordinance and is in harmony with the 2008 Comprehensive Plan, staff recommends approval subject to the comments within MP-9 file.

Action Required: Approve or reject the Fontenot-Hall Minor Plat along with the requested waivers to the requirements for street improvements and sidewalk requirements for the property located as noted herein, subject to the staff comments and found in the June 28, 2016 agenda packet and made a part of MP-9 file.



Billy Harless, AICP
Community Development Director

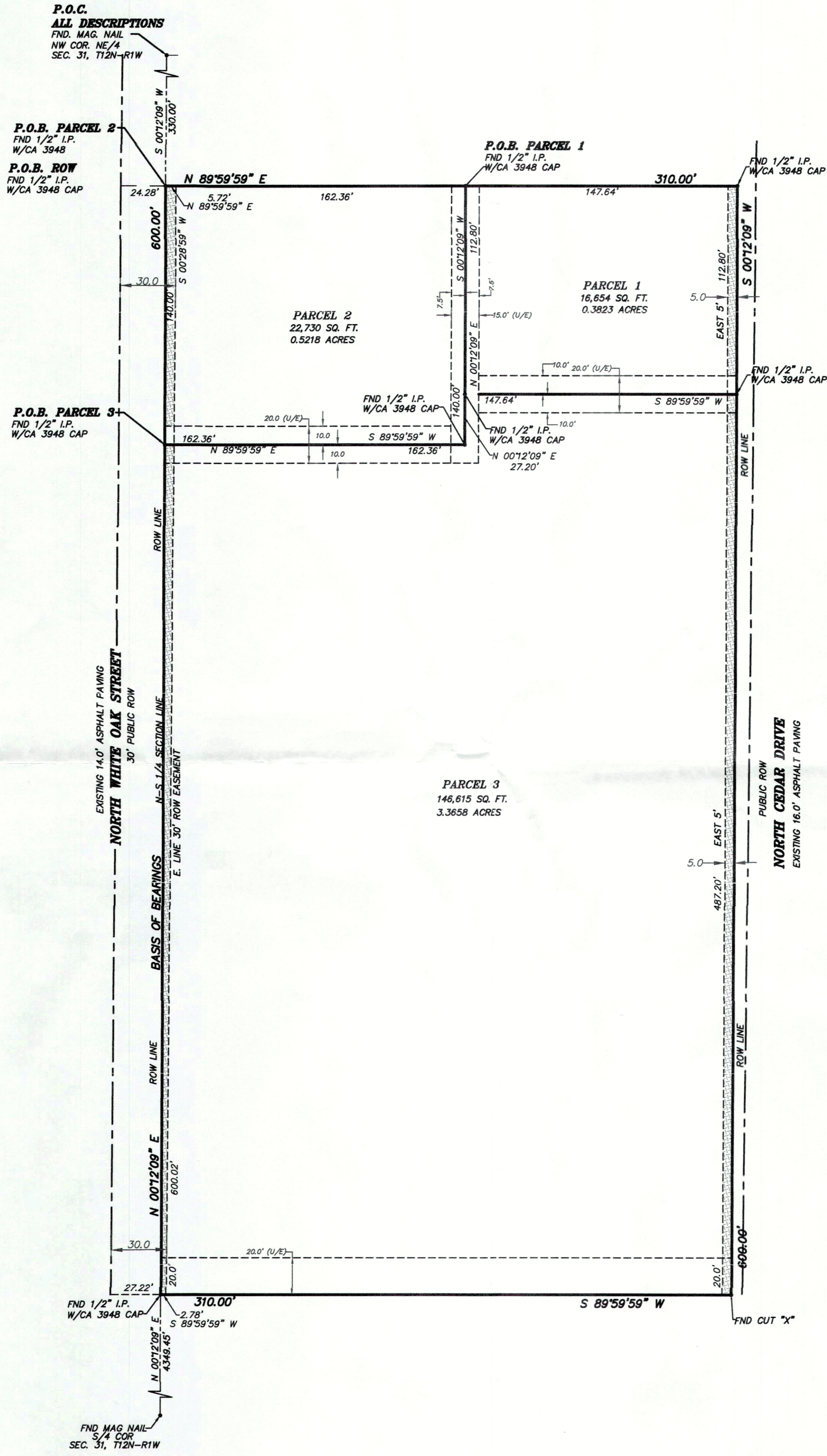
KG



MINOR PLAT OF FONTENOT-HALL SUBDIVISION A PART OF THE NE/4, SECTION 31, T12N-R1W, I.M. MIDWEST CITY OKLAHOMA COUNTY, OKLAHOMA

PROPERTY DESCRIPTION

(BEING ALL OF PARCELS 1, 2, & 3)
A TRACT OF LAND IN THE WEST (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 12 NORTH, RANGE 1 WEST OF THE INDIAN MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 330 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF SAID SECTION; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 310 FEET TO A POINT; THENCE SOUTH 600 FEET TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 310 FEET TO A POINT; THENCE NORTH 600 FEET TO THE POINT OR PLACE OF BEGINNING. (DEED BOOK 10127, PAGE 1170)



- NOTES:**
- (1) The bearing of N 00°12'09" E, as shown on the west line of the Northeast Quarter of Section 31, was used as the basis of bearing for the purpose of this survey.
 - (2) (C) Indicates Monuments Set
 - (3) U/E & D/E Indicates Utility Easements and Drainage Easements (Created by this Plat)
 - (4) The units of measurement shown for all dimensions on the Final Plat is " FEET "

MONUMENT LEGEND
○ - 1/2" IRON PIN SET W/CA 3948
● - MONUMENT FOUND AS DESCRIBED

SYMBOL LEGEND		LIST OF ABBREVIATIONS	
⊠ A.C. PAD	☀ GROUND LIGHT	— ROP HEADWALL	— ROAD SIGN
⊠ AIR VALVE	⊠ GROUND ROD	— SANITARY	— SANITARY
⊠ AUTO-SPRINKLER	⊠ GUARD POST	— STORM	— BUILDING LINE
⊠ BENCHMARK	⊠ QUAD ANCHOR	— UNDERGROUND	— BLDG. - BUILDING
⊠ BORE HOLE	⊠ HANDICAPPED PARKING	⊠ TANK ACCESS	— BRNG. - BEARING
⊠ BUSH	⊠ IRON GRATE	⊠ TELE. MH	— CONC. CONCRETE
⊠ CLEAN OUT	⊠ LIGHT POLE	⊠ TELE. PED.	— DIA. - DIAMETER
⊠ ELEC. METER	⊠ MAIL BOX	⊠ TRAFFIC SIGNAL	— DIST. - DISTANCE
⊠ ELEC. METER	⊠ MAIL BOX	⊠ TRAFFIC CONTROL BOX	— F.F. - FINISHED FLOOR
⊠ ELEC. PED.	⊠ MONITOR MELL	⊠ TREE	— F.CE. - FENCE
⊠ ELEC. TRANS.	⊠ MON. FOUND TUBE	⊠ UNDER. TELE. MARKER	— FL. - FLOW LINE
⊠ FIRE HYDRANT	⊠ AS DESCRIBED	⊠ MON. SET	— G/R - GAS REGULATOR
⊠ FIRE RISER	⊠ AS DESCRIBED	⊠ MON. SET	— H.C. - HANDICAPPED
⊠ FLAG POLE	⊠ AS DESCRIBED	⊠ MON. SET	— M - MEASURED
⊠ GAS METER	⊠ POWER MH	⊠ UTILITY POLE	— DIMENSION
⊠ GAS VALVE	⊠ POWER POLE	⊠ WATER METER	— P.O.B. - POINT OF BEGINNING
⊠ GATE	⊠ PROPANE TANK	⊠ WATER VALVE	— P.O.C. - POINT OF COMMENCEMENT
⊠ GENERATOR	⊠ PULL BOX	⊠ CHANLINK FENCE	— P.O.M. - POINT OF MEASUREMENT
⊠ BARBED WIRE FENCE	⊠ CHANLINK FENCE	⊠ UNDER. WATER	— P.O.T. - POINT OF TERMINATION
⊠ ROAD CENTERLINE	⊠ OVERHEAD ELECTRIC LINE	⊠ EASEMENT LINE	— PED. - PEDESTAL
⊠ STOCKADE FENCE	⊠ SUBJECT BOUNDARY LINE	⊠ TRAIN TRACKS	— PLTR. - PLANTER
⊠ UNDERGROUND COMMUNICATIONS	⊠ UNDERGROUND ELECTRIC	⊠ UNDER. GAS	— R - RECORD DIMENSION
⊠ UNDERGROUND SANITARY SEWER	⊠ UNDERGROUND OIL PIPE LINE	⊠ UNDER. WATER	— R.O.W. - RIGHT-OF-WAY
			— RD. - ROOF DRAIN
			— RET. - RETAINING
			— SAN. - SANITARY
			— STAT. - STATUTORY
			— TR - TOP OF RIM
			— TRANS. - TRANSFORMER
			— TYP. - TYPICAL
			— U/G - UNDERGROUND
			— W/SS - WITH UNDERGROUND SERVICE

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL BY THESE PRESENTS:
That we the undersigned FONTENOT SUBDIVISION do hereby certify that we are the owners of and the only person or persons corporation or corporations having the right title or interest in the land shown on the annexed of Parcels 1, 2, & 3 FONTENOT SUBDIVISION to the Oklahoma County, Oklahoma. That they have caused the same to be surveyed and platted into Parcels and easements as shown on the annexed plat. I further certify that it dedicates all streets, easements and rights of way as shown on said plat for the uses shown, for successors and assigns forever and has caused the same to be released from encumbrances so that the title is clear, except as shown in the bonded abstractors certificate hereon.

ATTEST: _____
TODD M. HALL

ATTEST: _____
HAROLD M. FONTENOT

OWNERS NOTARY
Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared _____ to me known to be the identical person who signed the name of the maker to this instrument and acknowledged by me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.
My Commission #: _____ My Commission Expires _____

Notary Public
Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared _____ to me known to be the identical person who signed the name of the maker to this instrument and acknowledged by me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.
My Commission #: _____ My Commission Expires _____

BONDED ABSTRACTORS CERTIFICATE
The undersigned duly qualified abstractor in and for said County and State hereby certifies that according to the records of said County, title to the land shown on the annexed plat of FONTENOT-HALL SUBDIVISION a part of the NE/4 of Section 31, T12N-R1W of the I.M. Midwest City, Oklahoma County, Oklahoma appears to be vested in _____ on this _____ day of _____ 2015 unincumbered by pending actions, judgments, liens, taxes and other encumbrances except minerals previously conveyed and mortgages of record.
Executed this _____ day of _____ 2015
_____ TITLE COMPANY

CERTIFICATE OF APPROVAL
I, _____ chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of FONTENOT-HALL SUBDIVISION, Midwest City, Oklahoma, this _____ day of _____ 2015

ACCEPTANCE OF DEDICATIONS
Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of FONTENOT-HALL SUBDIVISION, Midwest City, Oklahoma are hereby accepted.
Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____ 2015
ATTEST: _____
CITY CLERK MAYOR

CERTIFICATE OF CITY CLERK
I, _____ City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or structured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of FONTENOT-HALL SUBDIVISION OF MIDWEST CITY, OKLAHOMA
Signed by the City Clerk on this _____ day of _____ 2015
_____ CITY CLERK

COUNTY TREASURER'S CERTIFICATE
I, _____ hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year _____, and all prior years on the land shown on the annexed plat of FONTENOT-HALL SUBDIVISION, an addition to the City of Midwest City, Oklahoma County, Oklahoma.
IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this _____ day of _____ 2015
_____ COUNTY TREASURER

STATE OF OKLAHOMA COUNTY OF OKLAHOMA
Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared James M. Powers PLS, RPLS, CFedS to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written
My Commission Expires: _____
_____ NOTARY PUBLIC

I, James M. Powers do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of FONTENOT-HALL SUBDIVISION, an addition to the City of Midwest City, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 27th day of August 2010, and that monuments shown thereon actually exist and their positions are correctly shown, that this survey meets the Oklahoma Minimum Standards for practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title II Section 41-108 of the Oklahoma State Statutes.

James M. Powers PLS, RPLS, CFedS
Registration No.: 1484
In the State of Oklahoma
Date of Survey: 8/27/2010

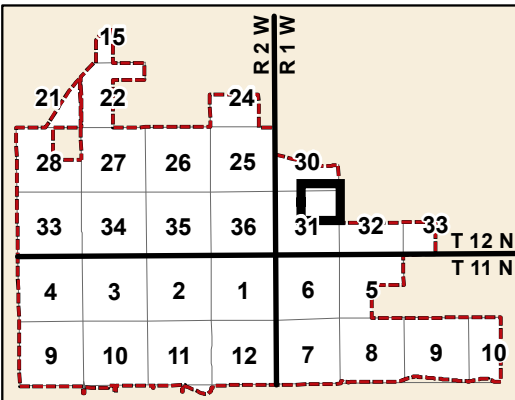
Prepared for:
FONTENOT-HALL SUBDIVISION
North Cedar Drive
Oklahoma City, OK

RED PLAINS SURVEYING COMPANY
Survey Prepared by:
Red Plains Surveying Company
1917 S. Harvard Avenue
Oklahoma City, OK 73128
Phone: 405.603.7842 - Fax: 405.603.7852
Email: comments@rpsurveying.com
OKLAHOMA CA. NO. 3948 EXPIRES 6/30/17

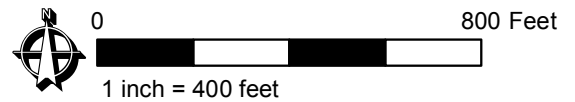
Project No.: 15-459-01P
Draw: FC
Check: ERH
Scale: 1"=40'
Date: 10/23/2015
Sheet No.: 1 of 11



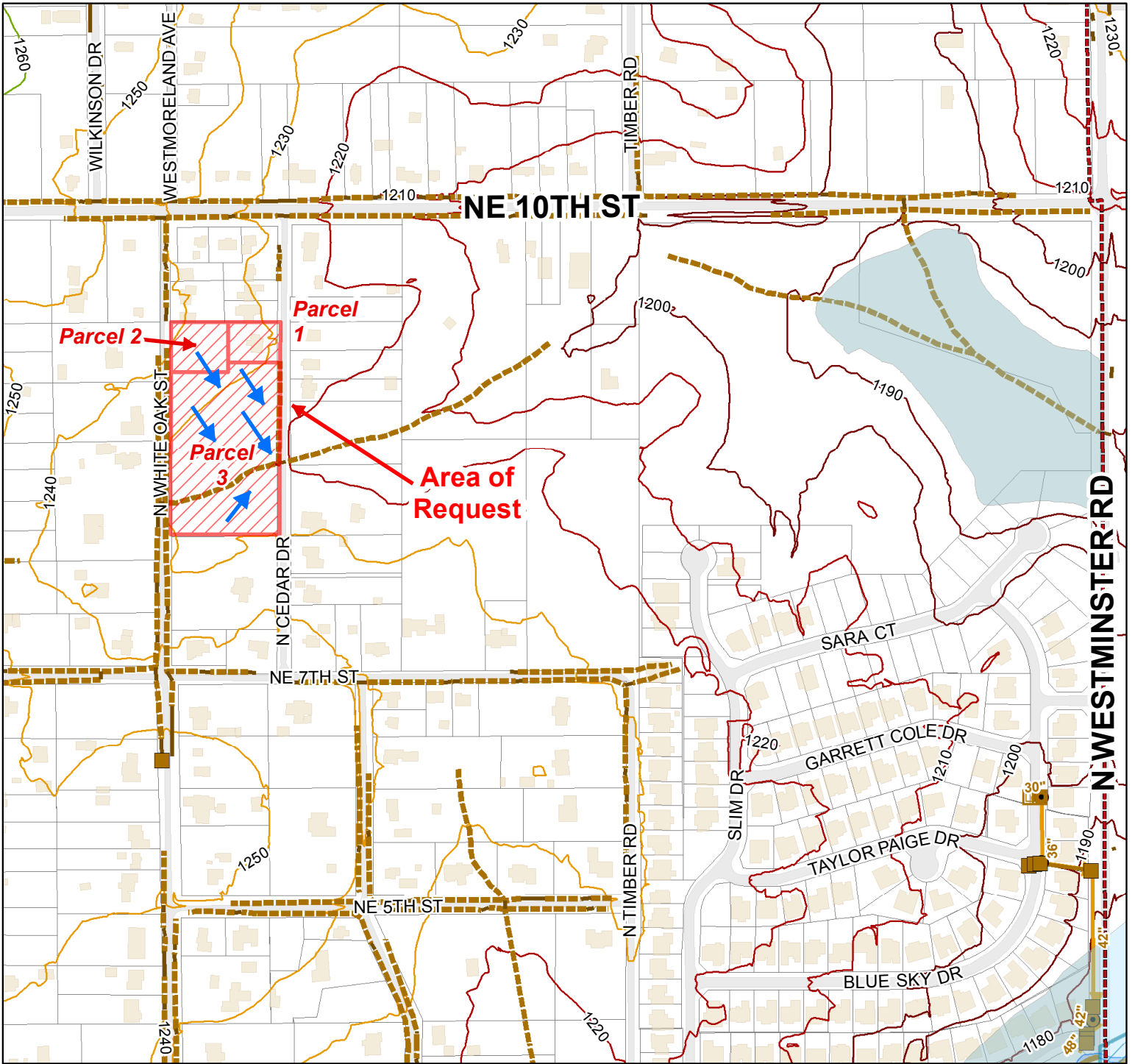
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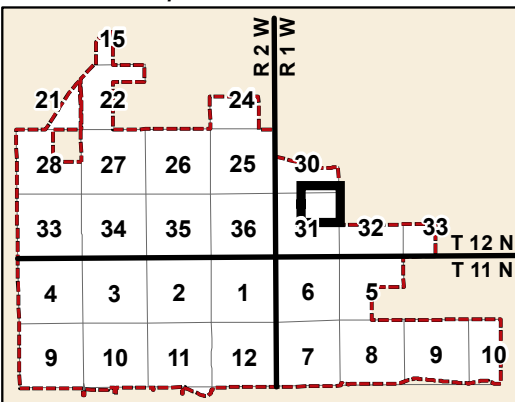
**2013 DOP (AERIAL) VIEW FOR
MP-9
(NE/4, Sec. 31, T12N, R1W)**














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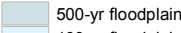
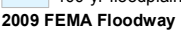
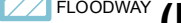



Locator Map

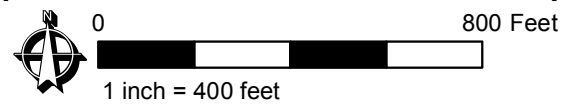


- Drainage Legend**
-  Curb Inlets
 -  Inlets
 -  Junction Box
 -  Culverts
 -  Flumes
 -  Developed Channels
 -  Trickle Channels
 -  Undeveloped Channels
 -  Storm Lines
 -  Creeks
- ELEVATION**
-  1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

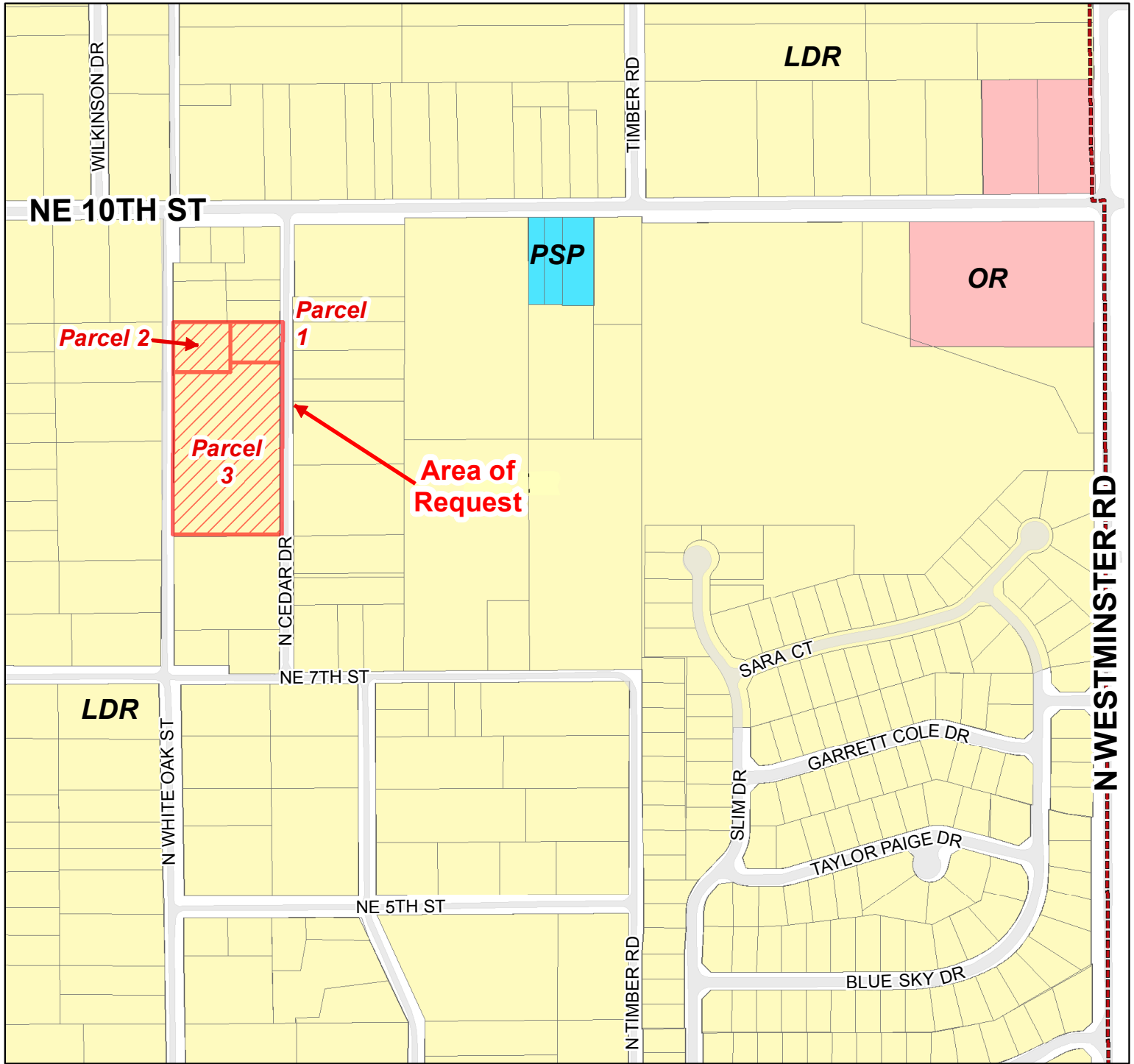
2009 FEMA Floodplains

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

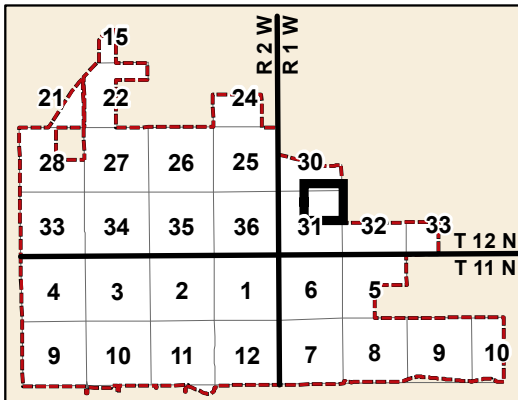
DRAINAGE LOCATION MAP FOR MP-9 (NE/4, Sec. 31, T12N, R1W)













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Locator Map

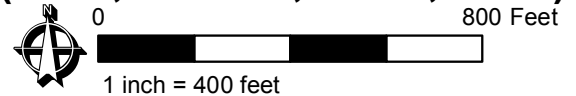


Future Land Use Legend

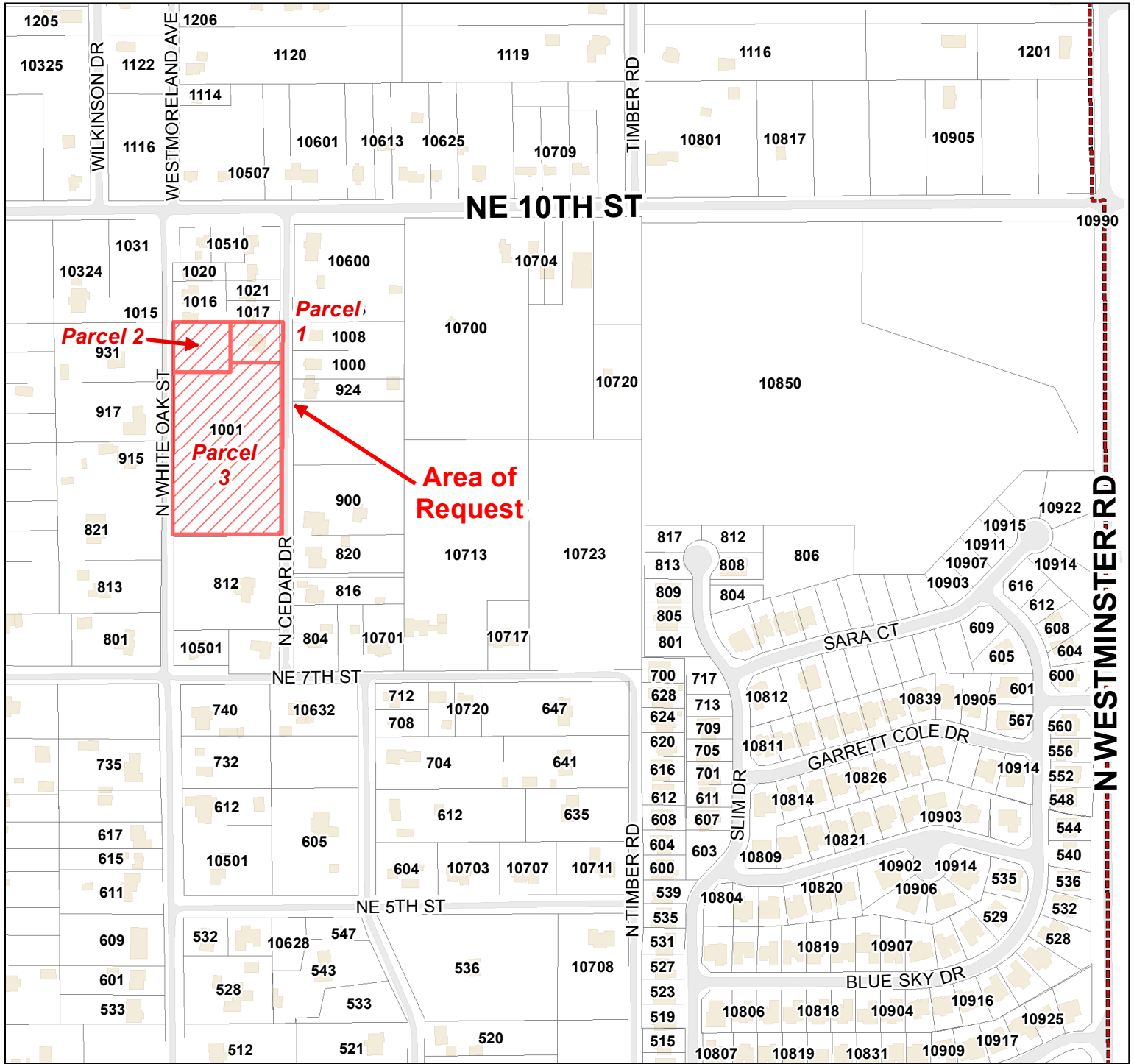
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
MP-9**

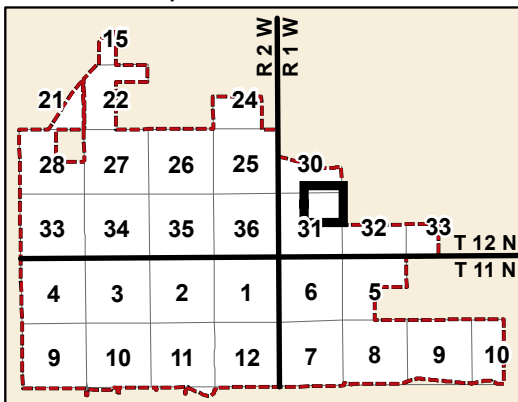
(NE/4, Sec. 31, T12N, R1W)








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Locator Map



General Map Legend

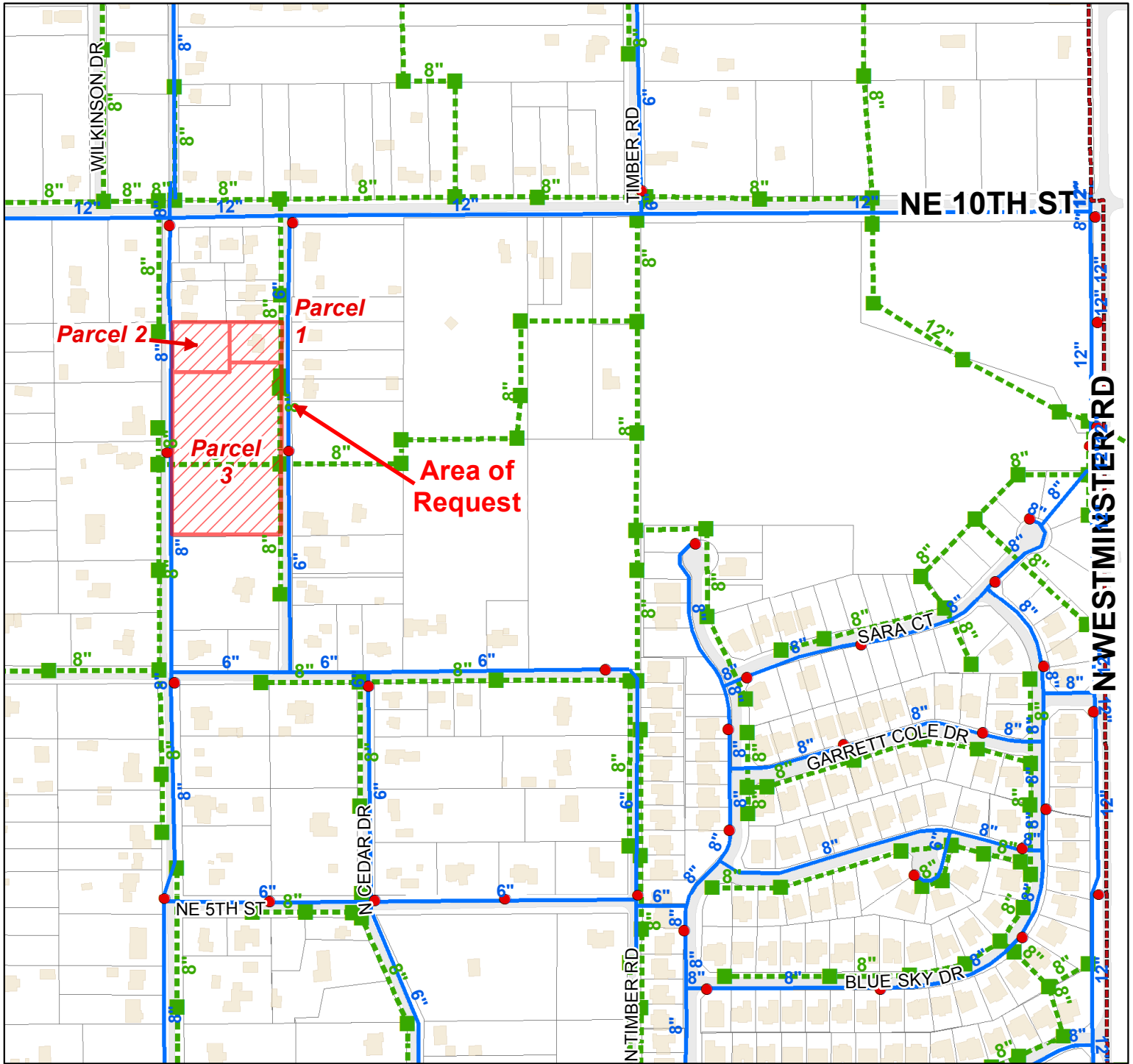
-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

GENERAL MAP FOR MP-9

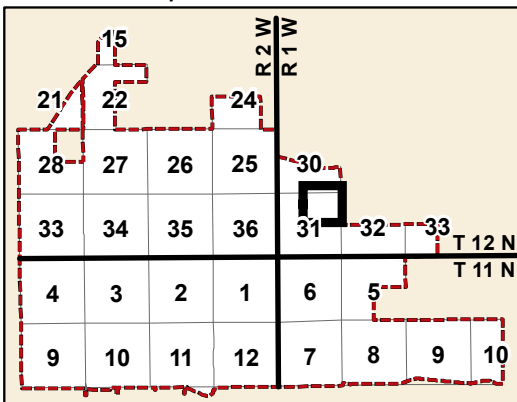
(NE/4, Sec. 31, T12N, R1W)



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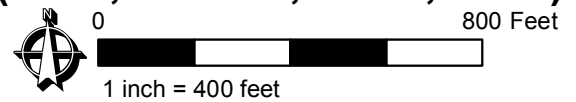
Locator Map



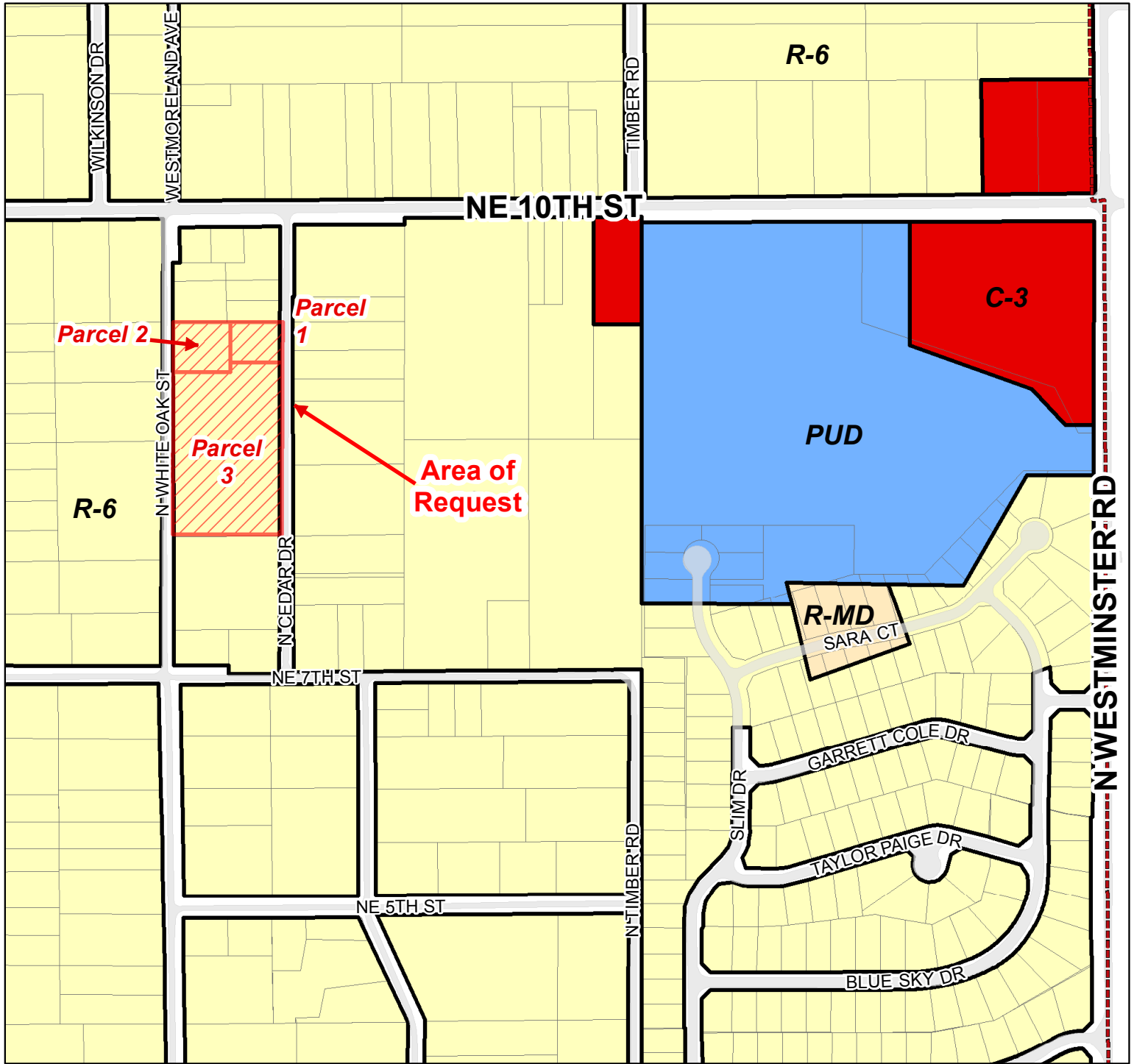
Water/Sewer Legend

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

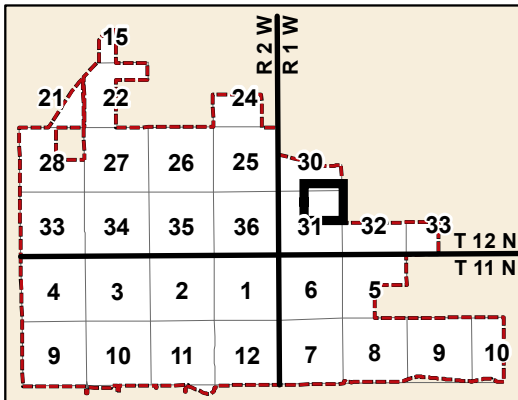
WATER/SEWER LINE LOCATION MAP FOR MP-9 (NE/4, Sec. 31, T12N, R1W)



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-9 (NE/4, Sec. 31, T12N, R1W)



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NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2016 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2015 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

June 7, 2016 - 7:00 p.m.

This regularly scheduled meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 7, 2016 at 7:00 p.m., with the following members present:

Commissioners present: Dean Hinton, Acting Chairman
 Jess Huskey
 Russell Smith
 Turner Mann
 Jay Dee Collins

Commissioners absent: Floyd Wicker, Chairman
 Stan Greil

Staff present: Billy Harless, Community Development Director
 Kellie Gilles, Current Planning Manager
 Patrick Menefee, City Engineer
 Christine Allison, Associate Current Planner

The meeting was called to order by Acting Chairman Hinton at 7:00 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Collins, to approve the minutes of the May 3, 2016 Planning Commission meeting as presented. Voting aye: Hinton, Huskey, Smith and Collins. Nay: none. Abstain: Mann Absent: Wicker and Griel. Motion carried.

B. NEW MATTERS:

- 1 (MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Drive.**

Staff members presented a brief overview of this item. The owner/applicant, Harold Fontenot, 13097 Rose Petal Circle, Herndon, VA, was present via telephone. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item

subject to staff comments as noted in MP-9. Voting aye: Huskey, Smith, Collins, Mann and Hinton. Nay: None. Absent: Wicker and Greil. Motion carried.

2 (PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of Section 25, T-12-N, R-2-W, located at 1205 N. Post Rd.

Staff members presented a brief overview of this item. The applicant, Kathryn Peacock, 12799 Twin Pines, Choctaw, OK, was present. There was general discussion about this item. Huskey asked if only four people would be allowed to live in the house at one time. Harless stated that the SUP will be based on the staff report if approved subject to staff comments. As the staff report states that only four occupants will be living there at one time, that is the maximum allowed. The applicant stated that she may have an emergency and need to house an additional woman for a night until other arrangements can be made but four is the intended occupant load. A motion was made by Huskey, seconded by Mann, to recommend approval of this item subject to staff comments as noted in PC-1871. Voting aye: Huskey, Smith, Collins, Mann and Hinton. Nay: None. Absent: Wicker and Greil. Motion carried.

3. (PC-1872) Public hearing with discussion and consideration of approval of the Replat of the south half of Lot 9 and all of Lot 10, Block 12 in the Pointon City Addition located at 604 S. Marion and in Section 6, T-11-N, R-1-W.

Staff members presented a brief overview of this item. The applicant, Merla Jean Allen, 701 Fairlane Drive, Midwest City, was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item. Voting aye: Huskey, Smith, Collins, Mann and Hinton. Nay: None. Absent: Wicker and Greil. Motion carried.

C. COMMISSION DISCUSSION: None.

D. PUBLIC DISCUSSION: No one appeared before the Commission during this portion of the agenda.

E. FURTHER INFORMATION: There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by Mann, seconded by Smith. Voting aye: Huskey, Smith, Collins, Mann and Hinton. Nay: None. Absent: Wicker and Greil. Motion carried.

The meeting adjourned at 7:29 p.m.

Dean Hinton, Acting Chairman
(KG)



Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Community Services Director

DATE: June 28, 2016

Subject: Convention and Visitors Bureau Quarterly Activity Report for the period ending June 30, 2016.

In an effort to keep the Midwest City Council informed regarding various activities being conducted at the Midwest City Convention & Visitors Bureau, I have attached a spreadsheet of group leads the Convention and Visitors Bureau are attempting to attract to Midwest City and the approximate value to all of our hotel properties.

If you have any questions, please give me a call at 739-1361

Vaughn K. Sullivan
Community Services Director

Attachment: CVB Quarterly Report

<u>ACTIVE</u>	<u>TYPE/ STATUS</u>	<u>VALUE</u>
2	Prospect/ Proposed/ Pending	10,000
0	Tentative	- 0 -
6	Definite/ Realized	432,000
2	Inquiry -In progress/ actively working	TBD
1	Turndown/ Lost	78,500

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshows, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

Convention & Visitors Bureau Activities:

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshow, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- CVB Conference Groups – It's a busy conference season in Midwest City with several huge events coming this summer. There are 2 that will have a great media presence and fan following that will drive significant traffic to Midwest City Hotels, Shopping and Dining establishments. Additional traffic and overall activity will be noticeable.
- CVB Special Events – Covered in Color, Lunchtime & Tunes and recently, participation in the Made In Oklahoma Festival. By all accounts, each of these events can be considered a success. Covered In Color will be scheduled for next April and after the trial period for Lunchtime & Tunes, this lunch time event will be brought back for Fridays in October. Of Course Made In Oklahoma Festival continues to grow and has become Midwest City's key destination event.
- CVB Community partners – Partnership continues with Sheraton/ Reed Center team, the CVB has partnered with the MWC Chamber of Commerce on Tinker and the Primes event, The Chamber Golf Tournament and upcoming Tribute to Liberty event. We are currently working together with several other entities to plan and prepare for next year 2017, Midwest City's 75th Birthday. We have identified the need for a strong committee to be formed ASAP to address the first order of business, 75th logo development and branding of birthday activities. In the planning process of the above mentioned events, the CVB has established a line of communication with Sooner Investments / Collette in regards to basic practices in Town Center Plaza. In addition, a line of communication and distribution of information is currently practiced to promote, market and inform the public regarding events at the Rose State College / Hudiburg Chevrolet Center.
- CVB Advertising & Promotion / Marketing – Social media outlets continue to be utilized to the fullest extent to promote and market Midwest City. The addition of the e-newsletter experienced a slow launch but continues to improve. The visitmidwestcity.com website is hugely popular and we are seeing much use in the visitmidwestcity.com mobile version. Print marketing has been scaled back the past few years; the most significant publications targeting primary audiences are being used. A short list of specific publications are: Living in Oklahoma magazine, Meeting Planner Guide, border ad on the Tinker Base Map, presences in the Tinker Base Guide and Directory, MWC Chamber Directory and key Oklahoma State Travel publications such as the State Travel Guide. The CVB and MWC Welcome Center have 'joined forces' in exploring opportunities to promote our mutual interests.
- CVB and Industry Partners- Participation in industry focused organizations such OSAE, OTIA, OK DMO continues. Networking and educational opportunities provide valuable information and trends in the Oklahoma Travel and Tourism industry that allow Midwest City to be competitive in the meeting planning, special events and destination markets. Most recently, the CVB exhibited and attended the May OTIA (Oklahoma Travel Industry Association) Conference.



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.

June 28, 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 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 June 14, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of entering into a contract with Smith-Roberts-Baldishwiler, L.L.C ("SRB") in the amount of \$21,000 to perform an ALTA/ACSM survey and prepare a plat of the Sheraton-Reed Center campus and adjacent property. (Economic Development - R. Coleman)
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2016. (City Manager - T. Lyon)
4. Discussion and consideration of renewing an agreement with Aimbridge Hospitality, L.P. to provide qualified management services at the Sheraton Midwest City Hotel and Reed Conference Center for fiscal year 2016-2017. (City Manager - T. Lyon)
5. Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company. (Community Services - V. Sullivan)
6. Discussion and consideration of awarding a bid to and entering into a contract with Roll-Offs USA, Inc. to purchase new metal Four-Yard Front Load Refuse Containers with Polyethylene Lids for \$567 each and with wheels or casters for \$617 each; Six-Yard Containers for \$718 each and with wheels or casters for \$768 each; and Eight-Yard Containers for \$849 each and with wheels or casters for \$899 each. (Sanitation & Stormwater - R. Paul Streets)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA



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

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

June 14, 2016 – 6:00 p.m.

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

Chairman Dukes called the meeting to order at 6:59 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for June 14, 2016. The Trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:00 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

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

June 14, 2016 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 9:12 p.m.

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

1. Discussion and consideration of approving the minutes of the special meetings of May 5, 2016 and May 23, 2016; and the staff briefing and regular meeting of May 24, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2015-2016, increase: Utilities Capital Outlay Fund, revenue/Transfers in (14) \$32,438; expenses/General Gov't (14) \$32,438. Sanitation Fund, expenses/Sanitation (41) \$55,700. Utility Services Fund, expenses/Utility Services (50) \$15,000.
3. Discussion and consideration of approving and entering into a two-year Sensor X- change Agreement with DanCo Systems, Inc. in the amount of \$5,250 for air monitoring sensors used in MSA Air Monitoring Systems.
4. Discussion and consideration of renewing contracts, without modification, for FY 2016-17 for liquid chlorine with Brenntag Southwest, Inc., sodium chlorite solution with Evoqua Water Technologies, LLC, and sewer grease liquefying agent with Municipal Industries Inc.
5. Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Baseball Association for the use of Marion Reed Baseball Complex and Civic Park from July 1, 2016 through June 30, 2021.
6. Discussion and consideration of declaring 5 tons DQG OEV of compost from the Wastewater Department surplus property and authorizing its disposal by sealed bid or auction.

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

Discussion Item.

1. **Public hearing with discussion and consideration of approving and adopting a resolution of the Midwest City Municipal Authority approving and adopting its budget for the 2016-17 fiscal year in the amount of \$46,023,591.** Motion was made by McClure, seconded by Dawkins, to approve and adopt Resolution 2016-01, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

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 city manager to take action as appropriate based on the discussion in executive session.** Motion was made by McClure, seconded by Reed, to go into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried. The trustees went into executive session at 9:14 p.m. at which time Trustee Moore left the meeting. Chairman Dukes reconvened the meeting in open session at 9:27 p.m. at which time Trustee Moore returned to the meeting. Motion was made by Dawkins, seconded by McClure, to authorize the city manager to take action as discussed in executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

Adjournment.

There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 9:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Robert Coleman, Director of Economic Development

DATE: June 28, 2016

SUBJECT: Discussion and consideration of entering into a contract with Smith-Roberts-Baldishwiler, L.L.C (“SRB”) in the amount of \$21,000 to perform an ALTA/ACSM survey and prepare a plat of the Sheraton-Reed Center campus and adjacent property.

The Municipal Authority approved entering into a contract with Falcon Realty Advisors during the December 18, 2015, meeting. The Authority agreed to sell Falcon approximately 1.0 acre (M.O.L.) of the south side of the Reed Center campus for the purpose of constructing a new restaurant.

The transaction has stalled partly because of issues surrounding obsolete easements and right-of-ways near and around the subject site. There are also questions about the exact boundaries of the neighboring Hampton Inn as well as the location of the Center Drive right-of-way.

The attached agreement with SRB details the steps necessary to resolve these matters so the Authority may proceed with the sale.

Staff recommends approval.

Robert B. Coleman
Director of Economic Development

Attachments



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

June 9, 2016

Robert Coleman
Economic Development
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110
(405) 739-1218

rcoleman@midwestcityok.org

exhibit A

RE: Reed Center
5750 Will Rogers Road
Midwest City, OK

Dear Mr. Coleman:

Smith Roberts Baldischwiler, LLC (SRB) is pleased to submit a proposal on the above referenced project for the estimated cost of \$21,000.00. Reimbursable expenses, such as overnight courier service, state taxes (if applicable), recording and copying fees will be an additional expense from the costs of the survey.

Please reference the attached "SCOPE OF SERVICES" for an explanation of each proposed task, along with the estimated cost of each task.

If this proposal meets with your approval, please complete the attached agreement and return.

If you have any questions, please contact me.

Sincerely,

Darin L. Raibourn, P.L.S.
Project Manager
Smith Roberts Baldischwiler
100 NE 5th Street
Oklahoma City, OK 73104
405-840-7094
darin.raibourn@srbok.com

SCOPE OF SERVICES:

1. Records research (Deeds, Chain of Title, Easements, etc.) for defining the "Land" consisting of the Reed Center, proposed Outparcel, Hampton Hotel, other Adjoiners
2. Plot information obtained in 1. above and introduce aerial overlay for purposes of initial presentation of findings.
3. Meetings and conference calls with MHA representatives to discuss the findings in 1. and 2. above.
4. Perform a special purpose ALTA/ACSM Land Title survey of the Reed Center, Outparcel and Hampton Inn tracts. Location of improvements to be limited to 5 feet each side of boundary limits. Other improvements will be reflected by the aerial overlay.
5. Define new boundary lines between the Reed Center Tract, the Outparcel Tract and the Hampton Inn Tract, plus create new rights-of-way limits for Center Drive south of the Hampton Inn Tract.
6. Create a Final Plat for purposes of filing that establishes Lotting of the above referenced Tracts, process same through Planning Commission and City Council and assist in filing of the Final Plat in the Oklahoma County Clerk's Office.
7. Prepare an ALTA/ACSM Land Title Survey of the Outparcel Tract for transaction purposes.
8. Prepare Legal Descriptions and Exhibits, as necessary, for cross-drive, cross-access, etc. between the various parties.

Any application and filing fees, taxes, title company expenses, etc. required by the City or County will be the responsibility of the client.

Tasks 1, 2 and 3:	\$3,000
Tasks 4 and 5:	\$9,500
Task 6:	\$3,500
Task 7:	\$3,000
Task 8:	<u>\$2,000</u>
TOTAL:	\$21,000



Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	84.48'	196.45'	24°38'27"	S 66°59'44" W	83.83'

Line Table

Line #	Direction	Length
L1	N 38°00'38" E	201.82'
L4	S 30°49'48" E	118.95'
L2	S 37°50'54" E	131.72'
L5	N 89°32'15" E	39.12'
L3	S 53°02'30" W	30.17'
L6	N 51°56'54" W	159.58'

SMITH ROBERTS BALDISCHWILER, LLC
 Telephone: (405) 840-7094
 Oklahoma City, OK 73104
 100 N.E. 5th Street
 Suite 400
 Fax: (405) 840-9116
 Email: info@smithrobertsbaldischwiler.com
ENGINEERS SURVEYORS PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. 5949 EXPIRES JUNE 30, 2017

NO.	DATE	REVISIONS DESCRIPTION	BY

Field Book.....N/A
 Party Chd.....N/A
 Processed By.....N/A
 Drawn By.....CWI
 Checked By.....G.R.S.
 Project Number
 N/A
 Scale
 1"=20'

**PROPERTY EXHIBIT
 AT REED CENTER
 TINKER DIAGONAL AND CENTER DRIVE
 MIDWEST CITY, OKLAOMA COUNTY, OKLAHOMA**



Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	84.48'	196.45'	24°38'27"	S 66°59'44" W	83.83'

Line Table

Line #	Direction	Length
L1	N 38°00'38" E	201.82'
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SMITH ROBERTS BALDISCHWILER, LLC
 Telephone: (405) 840-7084
 100 N.E. 5th Street,
 Oklahoma City, OK 73104
 Fax: (405) 840-9916
 Email: info@smithrobertsbaldischwiler.com
ENGINEERS • SURVEYORS • PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2017

NO.	DATE	REVISIONS	DESCRIPTION

Field Book.....N/A
 Party Chart.....N/A
 Processed By.....N/A
 Drawn By.....CRH
 Checked By.....G.W.S.
 Project Number
 N/A
 Scale
 1"=60'

PROPERTY EXHIBIT
REED CENTER
 TINKER DIAGONAL and CENTER DRIVE
 MIDWEST CITY, OKLAHOMA COUNTY
 STATE OF OKLAHOMA

TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER:**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT:**

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

SRB:

Name: _____ Date _____
Title: _____



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: June 28, 2016

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2016.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2015-2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553	502,540	
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	

Key Indicators												
Hotel Room Revenue	237,624	303,370	238,484	261,573	247,784	130,269	167,169	240,719	288,416	285,579	269,376	
Food and Banquet Revenue	152,583	215,499	194,501	300,137	188,236	148,485	131,994	194,679	212,364	267,474	124,564	

Fiscal Year 2014-2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenue												
Budgeted (MTD)	511,446	542,630	475,331	553,313	501,325	400,218	403,812	523,717	681,650	607,856	619,911	676,294
Actual (MTD)	470,372	524,186	429,186	589,573	468,516	365,039	372,991	494,170	522,082	621,442	500,863	359,961
Budgeted (YTD)	511,446	1,054,076	1,529,607	2,082,920	2,726,550	3,126,768	3,530,580	4,054,297	4,735,947	5,343,803	5,963,714	6,640,008
Actual (YTD)	470,372	994,558	1,423,743	2,013,317	2,481,832	2,846,871	3,219,862	3,675,468	4,197,550	4,818,992	5,319,855	5,679,816
Expenses												
Budgeted (MTD)	498,201	515,509	482,411	518,740	499,060	475,321	467,058	494,170	565,110	545,860	542,785	559,980
Actual (MTD)	481,222	496,660	484,921	546,148	466,838	471,665	479,316	487,208	506,924	563,705	506,376	467,951
Budgeted (YTD)	498,201	1,013,710	1,496,121	2,014,861	2,575,082	3,050,403	3,517,461	4,011,631	4,576,741	5,122,601	5,665,386	6,225,366
Actual (YTD)	481,222	977,882	1,462,804	2,008,952	2,475,790	2,947,455	3,426,771	3,918,980	4,425,904	4,989,609	5,495,986	5,963,936
Revenue vs. Expenses												
Budgeted (MTD)	13,245	27,121	(6,880)	34,573	2,184	(75,103)	(63,246)	29,547	116,540	61,996	77,126	116,314
Actual (MTD)	(10,850)	27,525	(55,736)	43,425	1,678	(106,626)	(106,325)	(36,602)	15,157	57,737	(5,513)	(107,990)
Budgeted (YTD)	13,245	40,366	33,486	68,059	151,468	76,365	13,119	42,666	159,206	221,202	298,328	414,642
Actual (YTD)	(10,850)	16,675	(39,060)	4,364	6,042	(100,584)	(206,909)	(243,511)	(228,354)	(170,617)	(176,130)	(284,120)



THE CITY OF
MIDWEST CITY

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing an agreement with Aimbridge Hospitality, L.P. to provide qualified management services at the Sheraton Midwest City Hotel and Reed Conference Center for fiscal year 2016-2017.

In 2011 the Midwest City Municipal Authority entered into a five year agreement with Aimbridge Hospitality to provide management services at the Sheraton Midwest City Hotel and Reed Conference Center. Aimbridge manages the hotel guest rooms, all food and beverage components, the Conference Center and oversees the maintenance and repair of the property on behalf of the Municipal Authority.

The term sheet includes the following items:

- Term - 1 Year
- Base Management Fee – Reduced from **3%** to **2.5%** of Total Gross Revenues
- Incentive Fee – To be negotiated
- Termination Provision – 90 days written notice
- Centralized Accounting – \$3,000 per month
- Centralized Revenue Services – Reduced from **\$2,000** per month to **\$1,500** per month
- Personnel Approvals – Owner has the right to approve the hiring of the General Manager, Director of Sales, the Food and Beverage Director, and Controller.

Staff recommends approval.

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

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

FIRST AMENDMENT OF MANAGEMENT AGREEMENT

FIRST AMENDMENT OF MANAGEMENT AGREEMENT (this "Amendment") dated as of June ____, 2016, between Midwest City Municipal Authority, a public trust in Oklahoma County, Oklahoma ("Owner"), and Aimbridge Hospitality, LLC, a Delaware limited liability company (f/k/a Aimbridge Hospitality, L.P., a Texas limited partnership) ("Manager").

Background

A. Owner and Manager entered into that certain Management Agreement dated as of July 30, 2011 (the "Agreement") for the management and operation of the hotel known as the Sheraton Midwest City Hotel and Reed Conference Center, having an address of 5750 Will Rogers Road, Midwest City, OK 73110 (the "Property").

B. Owner and Manager have agreed to amend the Agreement as set forth in this Amendment.

Amendment

The parties agree as follows:

1. Effective as of August 1, 2016, Section 3.1 of the Agreement is hereby amended and replaced with the following:

“3.1 **Term.** The term of this Agreement is hereby extended through and including July 31, 2019, subject to the last sentence of this Section 3.1 (the “Term”). The term automatically shall be extended for additional terms of one (1) year each, unless Owner provides written notice to Manager not less than one hundred twenty (120) days prior to the end of the then-current Term of Owner’s intent not to extend the Term of the Agreement. Notwithstanding the foregoing, the Agreement may be terminated prior to the scheduled expiration of the Term or any extension thereof (i) without cause, provided that Owner provides Manager with not less than ninety (90) days written notice of such termination; and (ii) as otherwise provided in Articles 15, 16 and 17.”

2. Effective as of August 1, 2016, Section 11.1(a) of the Agreement is hereby amended and replaced with the following:

“a base fee (the “**Base Fee**”) in an amount equal to two and one-half percent (2.5%) of Gross Revenues in respect of any applicable period; plus”

3. Effective as of August 1, 2016, Section 11.1(c) of the Agreement is hereby amended and replaced with the following:

“a revenue management fee (the “**Revenue Management Fee**”) for an allocation of Manager’s revenue management services to be provided by Manager’s corporate employees on a “centralized” basis in the amount of \$1,500 for each Accounting Period. The Revenue

Management Fee shall be adjusted annually effective July 1 of each Fiscal Year by a percentage equal to the increase, if any, in the CPI for the month of June immediately preceding the applicable July 1, over the CPI for June 2016; plus”

4. Effective as of August 1, 2016, Section 11.1(d) of the Agreement is hereby amended and replaced with the following:

(d) “an incentive fee (the “**Incentive Fee**”) determined as follows:

During each Fiscal Year, if the amount of NOI exceeds the budgeted amount of NOI for that Fiscal Year by more than a percent to be determined, the Incentive Fee shall be equal to one percent (1.0%) of Gross Revenues for any such Fiscal Year.

5. The above recitals are incorporated in this Amendment by reference. Any capitalized terms not otherwise defined in this Amendment will have the same meaning as ascribed to them in the Agreement.

6. Owner and Manager each has the capacity and authority to execute this Amendment and has obtained all necessary consents thereto.

7. Except as expressly amended, modified and supplemented hereby, the provisions of the Agreement are and shall remain in full force and effect in accordance with its terms.

8. This Amendment may be executed by one or more of the parties to this on separate counterparts (including by electronic means such as email or fax), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. All terms of this Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

10. No modification, waiver, amendment, discharge, change or termination of this Amendment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, change or termination is or may be sought.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Owner and Manager have duly executed this instrument as of the day first above written.

OWNER:

MIDWEST CITY MUNICIPAL AUTHORITY

By: _____
Name: _____
Title: _____

MANAGER:

AIMBRIDGE HOSPITALITY, LLC

By: _____
Name: _____
Title: _____



Memorandum

To: Honorable Chairman and Trustees, Midwest City Municipal Authority

From: Vaughn K. Sullivan, Community Services Director

Date: June 28, 2016

Subject: Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual contract with provisions for five (5) annual renewals. This is the third year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 2015-2016.

The following is an itemized list of rate adjustments:

Price Increase Adjustments:

HOURLY LABOR RATES

SENIOR PROJECT MANAGER FROM 68.74 PER HOUR TO 75.10 PER HOUR
EQUIPMENT OPERATOR 27.50 25.80

UNIT COST FOR CONCRETE PAVING

100 TO 200 SY (6" DEPTH) FROM 52.05 TO 54.25 PER SQ YARD
100 TO 200 SY (8" DEPTH) FROM 62.00 TO 63.00 PER SQ YARD
100 TO 200 SY (10" DEPTH) FROM 69.30 TO 70.25 PER SQ YARD
201 TO 500 SY (6" DEPTH) FROM 48.65 TO 51.00 PER SQ YARD
201 TO 500 SY (8" DEPTH) FROM 58.10 TO 58.65 PER SQ YARD
201 TO 500 SY (10" DEPTH) FROM 64.70 TO 65.95 PER SQ YARD
500 TO 1000 SY (6" DEPTH) FROM 43.75 TO 45.20 PER SQ YARD
500 TO 1000 SY (8" DEPTH) FROM 53.30 TO 54.05 PER SQ YARD
500 TO 1000 SY (10" DEPTH) FROM 59.65 TO 61.00 PER SQ YARD

HOURLY EQUIPMENT RATES

FRONT END LOADER FROM 75.70 TO 85.70 PER HOUR
AGGREGATE BASE ROCK FROM 34.00 TO 34.50 PER TON

MISCELLANEOUS SUPPLIES

CEMENT KILN DUST FROM 64.50 TO 67.40 PER TON
SAND FOR ICE CONTROL FROM 22.00 TO 22.40 PER TON

Price Reduction Adjustments:

UNIT COST FOR CONCRETE PAVING

CURB AND GUTTER (OVER 100 L.F.) FROM 39.85 TO 38.60 PER FOOT
SIDEWALKS (4" THICK LESS THAN 100 S.Y.) FROM 78.80 TO 75.80 PER SQ YARD
SIDEWALKS (4" THICK MORETHAN 100 S.Y.) FROM 69.35 TO 67.40 PER SQ YARD

HOURLY EQUIPMENT RATES

SOIL COMPACTOR FROM 77.70 TO 69.25 PER HOUR
WATER TRUCK FROM 60.95 TO 51.40 PER HOUR
SCRAPER (615 CAT OR EQUAL) FROM 175.00 TO 152.00 PER HOUR
ROAD RECLAIMER FROM 211.00 TO 188.85 PER HOUR
CMIRS 500 RECLAIMER FROM 293.00 TO 277.40 PER HOUR
MILLING MACHINE FROM 340.00 TO 325.00 PER HOUR
FREIGHT FOR ASPHALT WITHIN MWC (14 TON HOURLY EQUIPMENT RATES) FROM 7.55 TO 7.45
ROAD GRADER FROM 94.80 TO 91.50 PER HOUR

LABOR AND EQUIPMENT ONLY FOR ASPHALT PAVING

10 TONS PER DAY MIN. FROM 58.10 TO 54.30 PER TON
101 TO 200 TONS PER DAY FROM 40.40 TO 37.85 PER TON
201 TO 400 TONS PER DAY FROM 24.65 TO 23.15 PER TON
401 TO 700 TONS PER DAY FROM 13.60 TO 12.80 PER TON
701 TONS AND OVER PER DAY FROM 10.05 TO 9.45 PER TON

ASPHALT SUPPLIES

TRACKLESS TACK COAT FROM 8.55 TO 7.95 PER GALLON
TYPE S3 PER TON (MATERIAL ONLY) FROM 47.80 TO 46.15 PER TON
TYPE S4 PER TON (MATERIAL ONLY) FROM 55.05 TO 49.90 PER TON
TYPE S5 PER TON (MATERIAL ONLY) FROM 56.35 TO 50.50 PER TON

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation

CITY OF MIDWEST CITY PUBLIC WORKS
8730 S.E. 15th STREET * MIDWEST CITY, OKLAHOMA 73110-7941
(405) 739-1060 * FAX (405)739-1090

and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive, flowing style.

Vaughn K. Sullivan
Community Services Director

Attachment: Renewal Agreement Letter



Public Works Administration
 8730 S.E. 15th Street
 Midwest City, OK 73110
 office 405.739.1066
 fax 405.739.1090
 TDD 405.739.1359

May 14, 2016

Silver Star Construction Co., Inc.
 Mr. Steve Shawn
 2401 S. Broadway
 Moore, OK 73160

“Public Works General and Emergency Services”

Contract for Public Works General and Emergency Services, including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City and Midwest City Municipal Authority.

Dear Mr. Shawn:

It is time to re-new the City and Midwest City Municipal Authority contracts for FY 2016/17. As you will recall, we have the option to re-new our contract in the event that both parties agree. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions, with modifications or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
 Community Services Director

_____ Yes, we agree to continue the present contract without modifications.

 X Yes, we agree to continue the present contract with modifications (see attached).

_____ No, we are not able to continue the present contract without modification.

Sign: SSh Title: president Date: 6-14-16

City of MWC Emergency Services

Description	Current Price	Proposed Updated Price
LABOR RATES		
STAFF ENGINEER	201.00	201.00
SENIOR PROJECT MANAGER	68.74	75.10
PROJECT SUPERINTENDENT	47.50	47.50
EQUIPMENT OPERATOR	27.50	25.80
LABORER	22.80	22.80
CONCRETE FINISHERS	30.85	30.85
LICENSED SURVEYOR AND FIELD CREW	164.00	164.00
CONCRETE PAVING REPAIRS		
100 TO 200 SY (6" DEPTH)	52.05	54.25
100 TO 200 SY (8" DEPTH)	62.70	63.00
100 TO 200 SY (10" DEPTH)	69.30	70.25
201 TO 500 SY (6" DEPTH)	48.65	51.00
201 TO 500 SY (8" DEPTH)	58.10	58.65
201 TO 500 SY (10" DEPTH)	64.70	65.95
500 TO 1000 SY (6" DEPTH)	43.75	45.20
500 TO 1000 SY (8" DEPTH)	53.30	54.05
500 TO 1000 SY (10" DEPTH)	59.65	61.00
CURB AND GUTTER (LESS THAN 100 L.F.)	52.10	52.10
CURB AND GUTTER (OVER 100 L.F.)	39.85	38.60
SIDEWALKS (4" THICK LESS THAN 100 S.Y.)	78.80	75.80
SIDEWALKS (4" THICK MORE THAN 100 S.Y.)	69.35	67.40
ADDL COST PER CUBIC YARD FOR H.E. CONCR	9.40	9.40
ASPHALT PAVING CONSTRUCTION AND REPAIRS		
10 TONS PER DAY MIN.	58.10	54.30
101 TO 200 TONS PER DAY	40.40	37.85
201 TO 400 TONS PER DAY	24.65	23.15
401 TO 700 TONS PER DAY	13.60	12.80
701 TONS AND OVER PER DAY	10.05	9.45
TRACKLESS TACK COAT	8.55	7.95
TYPE S3 PER TON (MATERIAL ONLY)	47.80	46.15
TYPE S4 PER TON (MATERIAL ONLY)	55.05	49.90
TYPE S5 PER TON (MATERIAL ONLY)	56.35	50.50
FREIGHT FOR ASPHALT WITHIN MWC (14 TON HOURLY EQUIPMENT RATES)	7.55	7.45
HOURLY EQUIPMENT RATES		
ROAD GRADER	94.80	91.50
FRONT END LOADER	75.70	85.70
SOIL COMPACTOR	77.70	69.25
WATER TRUCK	60.95	51.40
DUMP TRUCKS	56.15	56.15
DEMOLITION TRUCKS & TRAILERS (40CY)	84.75	84.75
DEMOLITION TRUCKS & TRAILERS (70CY)	115.00	115.00
SELF LOADING KNUCKLE BOOM TRUCKS (45CY)	103.00	103.00
TRAILER MOUNTED WOOD CHIPPER (CHIPS UP TO 8" DIA)	61.00	61.00
SEMI TRAILER END DUMPS	73.00	73.00
TRACK MOUNTED BACKHOE (90,000 LBS)	199.00	199.00
TRACK MOUNTED BACKHOE (60,000 LBS)	169.00	169.00
SCRAPER (615 CAT OR EQUAL)	175.00	152.00
SKID STEER LOADER	52.00	52.00
ROAD RECLAIMER	211.00	188.85
CMI RS 500 RECLAIMER	293.00	277.40
BACKHOE	56.00	56.00
STREET SWEEPER	125.00	125.00
BULLDOZER (D-7H OR EQUAL)	197.00	197.00
BULLDOZER (D-6H OR EQUAL)	149.00	149.00
BULLDOZER (DEERE 400)	85.00	85.00
GRADE-ALL (OR SIMILAR TYPE EXCAVATOR)	140.00	140.00
TREE SPADE TRUCK	85.00	85.00
MILLING MACHINE	340.00	325.00
TRACTOR LOADER / BOX BLADE	65.00	60.00
SALT & SAND DISTRIBUTION TRUCK	85.00	85.00
TRACTOR MOWER BAT-WING CONFIGURATION	65.00	65.00
BUCKET TRUCK	105.00	105.00
AIR CURTAIN BURNER	30.00	30.00
TUB GRINDER (MIN 750HP)	915.00	915.00
EXTRA CREW TRUCKS AS NEEDED (3/4 TON PICK UP)	81.00	81.00
OTHER COMMON USED MATERIALS		
AGGREGATE BASE ROCK	34.00	34.50
RECYCLED CONCRETE BASE ROCK	22.00	22.00
RIP RAP STONE (18" SIZE ODOT SPECS)	57.00	57.00
CEMENT KILN DUST	64.50	67.40
SAND FOR ICE CONTROL	22.00	22.40
BOND RATES PER THOUSAND DOLLARS	9.00	9.00
EMERGENCY SERVICES		
VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	28.40	28.40
VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	31.90	31.90
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	186.80	186.80
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	207.85	207.85
TRIMMING OF HAZARDOUS TREES & LIMBS	127.10	127.10
TREE REMOVAL (0-24" DBH PER TREE)	400.00	400.00
TREE REMOVAL (24-48" DBH PER TREE)	787.00	787.00
TREE REMOVAL (> 48" DBH PER TREE)	1,195.00	1,195.00
C & D STORM DEBRIS REMOVAL PER CY	29.65	29.65
C & D STORM DEBRIS REMOVAL PER TON	81.30	81.30
NON-EMERGENCY CURBSIDE DEBRIS CLEAN UP		
VEGETATIVE DEBRIS REM PER CY (EXCLUDE TIPPING FEE)	24.00	24.00
VEGETATIVE DEBRIS REM PER CY (INCLUDE TIPPING FEE)	27.50	27.50
VEGETATIVE DEBRIS REM PER TON (EXCLUDE TIPPING FEE)	165.00	165.00
VEGETATIVE DEBRIS REM PER TON (INCLUDE TIPPING FEE)	185.00	185.00
C & D STORM DEBRIS REMOVAL PER CY	22.00	23.00
C & D STORM DEBRIS REMOVAL PER TON	123.00	123.00



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
Office: 405-739-1066 /Fax: 405-739-1090
www.midwestcityok.org

Memo

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: R. Paul Streets, Sanitation & Stormwater Manager

Date: June 28, 2016

Subject: Discussion and consideration of awarding a bid to and entering into a contract with Roll-Offs USA, Inc. to purchase new metal Four-Yard Front Load Refuse Containers with Polyethylene Lids for \$567 each and with wheels or casters for \$617 each; Six-Yard Containers for \$718 each and with wheels or casters for \$768 each; and Eight-Yard Containers for \$849 each and with wheels or casters for \$899 each.

On Tuesday, June 14th 2016 at 2:00 p.m., bids were opened for new front load refuse containers. Bids were submitted by Custom Manufacturing, Inc., Roll-Offs USA, Inc., MCS Heartland LLC and Wastequip. Roll-Offs USA, Inc. submitted the lowest and best bid. As such, staff recommends awarding them the bid for new four (4), six (6), and eight (8) yard front load refuse containers.

Funds to purchase these new containers are available in the Sanitation Capital Outlay Account.

Staff recommends approval.

R. Paul Streets
Sanitation & Stormwater Manger

Bid 6-14-16 Four, Six & Eight Yard New Front Load Refuse Containers			
Description	4YD	6YD	8YD
Custom Manufacturing Inc.			
Metal Container, Polyethylene Lids	\$675.00	\$990.00	\$1,010.00
Metal container, Polyethylene Lids, Wheels or casters	\$795.00	\$1,110.00	\$1,130.00
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
Rehrig Pacific Company			
Metal Container, Polyethylene Lids	No Bid	No Bid	No Bid
Metal container, Polyethylene Lids, Wheels or casters	No Bid	No Bid	No Bid
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
Roll Offs USA			
Metal Container, Polyethylene Lids	\$567.00	\$718.00	\$849.00
Metal container, Polyethylene Lids, Wheels or casters	\$617.00	\$768.00	\$899.00
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
Gregory Containers Inc.			
Metal Container, Polyethylene Lids	No Bid	No Bid	No Bid
Metal container, Polyethylene Lids, Wheels or casters	No Bid	No Bid	No Bid
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
MCS Heartland LLC			
Metal Container, Polyethylene Lids	\$685.00	\$830.00	\$925.00
Metal container, Polyethylene Lids, Wheels or casters	\$713.00	\$858.00	\$953.00
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
N.E.O. Fab			
Metal Container, Polyethylene Lids	No Bid	No Bid	No Bid
Metal container, Polyethylene Lids, Wheels or casters	No Bid	No Bid	No Bid
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
Otto Environmental Systems North America, Inc			
Metal Container, Polyethylene Lids	No Bid	No Bid	No Bid
Metal container, Polyethylene Lids, Wheels or casters	No Bid	No Bid	No Bid
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid
Wastequip			
Metal Container, Polyethylene Lids	\$572.00	\$733.00	\$890.00
Metal container, Polyethylene Lids, Wheels or casters	\$656.00	No Bid	No Bid
Plastic container, Polyethylene lids	No Bid	No Bid	No Bid

**HUGE
INVENTORY!**



**GREAT
SAVINGS!**

**SELF-CONTAINED
COMPACTOR**



shown with optional doghouse hopper

★ **Electrical Equipment**

- ◆ Cycle Time 24s
- ◆ Total Force 46,900 lb.
- ◆ Ram Pressure 27.0 psi
- ◆ Ram Penetration 9"

Performance Data ★

- ◆ Electric Motor 10hp (240/480 V)
- ◆ Electric Control Voltage 120VAC

★ **Charge Box Capacity**

- ◆ Mfrs. Rating 1.8 cu yd
- ◆ WASTEC Rating 1.5 cu yd
- ◆ Clear Top Opening 40"L X 58"W

SUPERPACK COMPACTOR



shown with optional hopper

- COMPACTOR WALLS 1/4"
- COMPACTOR FLOOR 1/2"
- RAM CONSTRUCTION 1/4"
- RAM FLOOR & FACE . 1/2"
- CROSS MEMBERS 4" Chan
- WALL POST 1/4"
- MID POST 3/16"
- TOP PLATE 10 ga

QUALITY PARTS FEATURING:

- Baldor Electric Motors
- Prince Hyd. Pumps
- Northman Hyd. Solenoid Valves
- Vescor Components
- Cuttler - Hammer & Centable Motor Starter
- Cuttler-Hammer Switches
- 1/4" thick Hydraulic Tank

SmartPack Monitoring System



Is costly compactor repair driving profits down? Dramatically speed up repair and keep customers happy. Let **SmartPack** do the trouble shooting for you.

ROLL OFFS



USA
America's Best

P.O. BOX 727
DURANT, OK 74702-0727
580-924-6355

PRODUCT LINE

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HandyKarts USA

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Kendell Phillips
Director

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USA
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Phone: 800.468.6826
Cell: 719.231.5393
Fax: 580.924.1285
kphillips@rolloffs.net
www.rolloffs.net

P.O. Box 727
Durant, OK 74702



HOISTS IN STOCK!

SELF-CONTAINED READY TO PACK!



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FRONT LOAD CONTAINERS TAKE YOUR PICK!





ROLL OFFS



America

Front End Loader Containers

**DURABLE
AND
FIELD PROVEN!**

Heavy Duty Features!

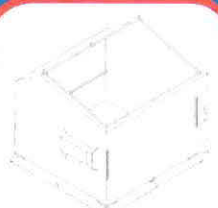
- 10 ga. Floors
- Full Length Sleeve Gussets Top & Bottom Tubing - Top Rail Stronger
- 3/16" Blunderbuss
- 3/16" Lid Brackets
- Tough 3/16" Door Track Channel



3 YD



4 YD



6 YD SLANT



6 YD 2-DOOR
SLANT BACK



6 YD HIGH



6 YD LOW



8 YD SLANT



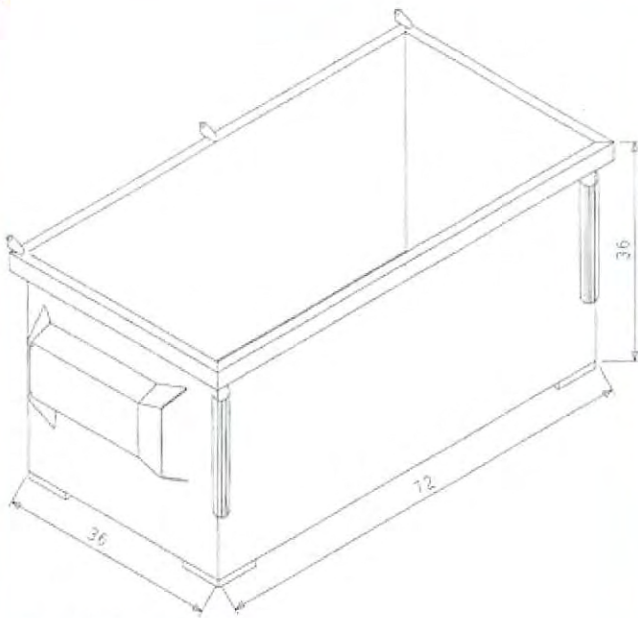
8 YD 2-DOOR
SLANT BACK



8 YD HIGH

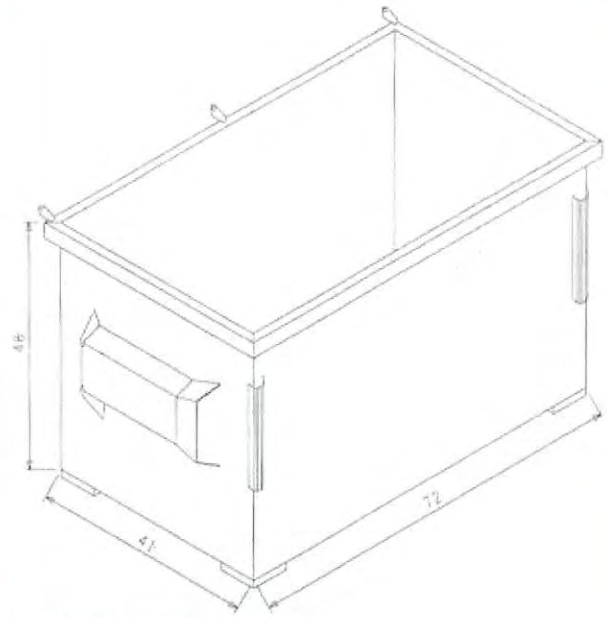


8 YD LOW



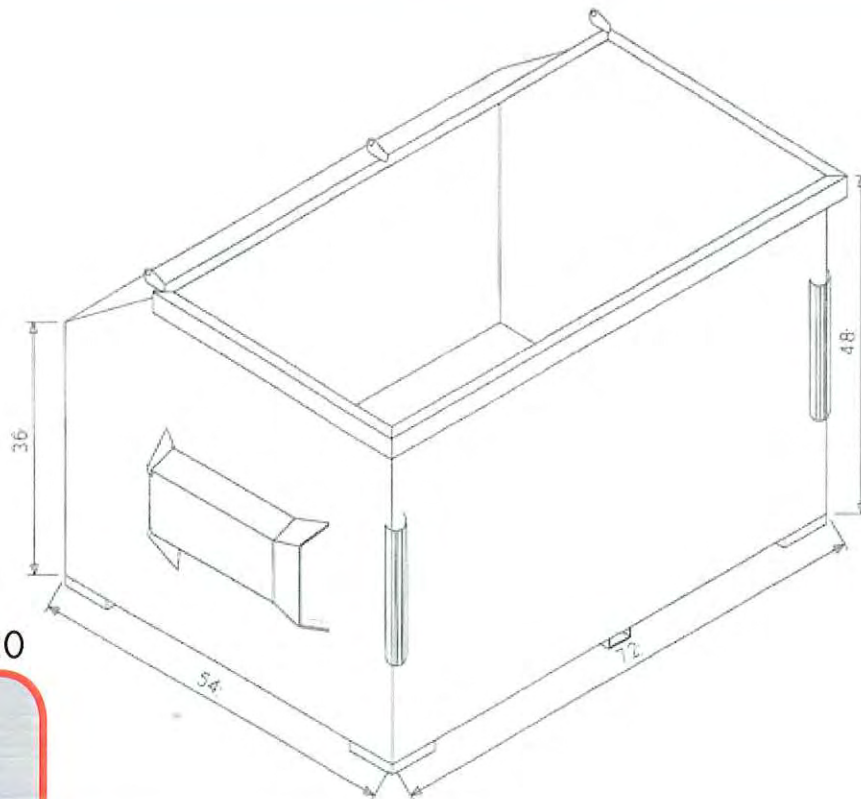
Truck Load: 44

2YD
Front Load



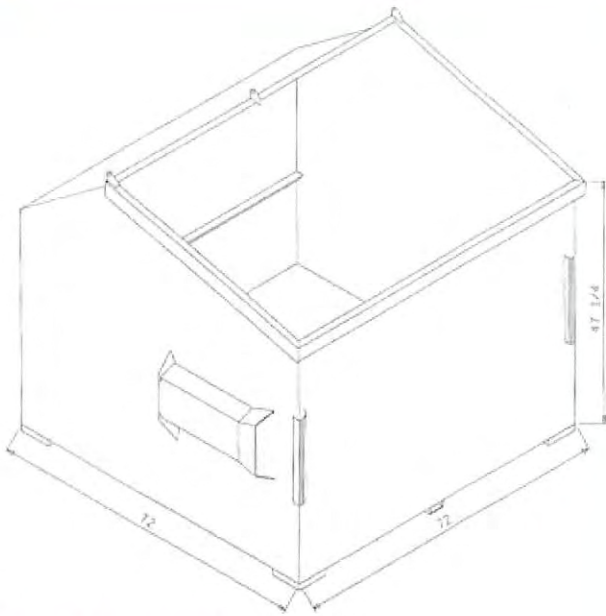
Truck Load: 30

3YD
Front Load



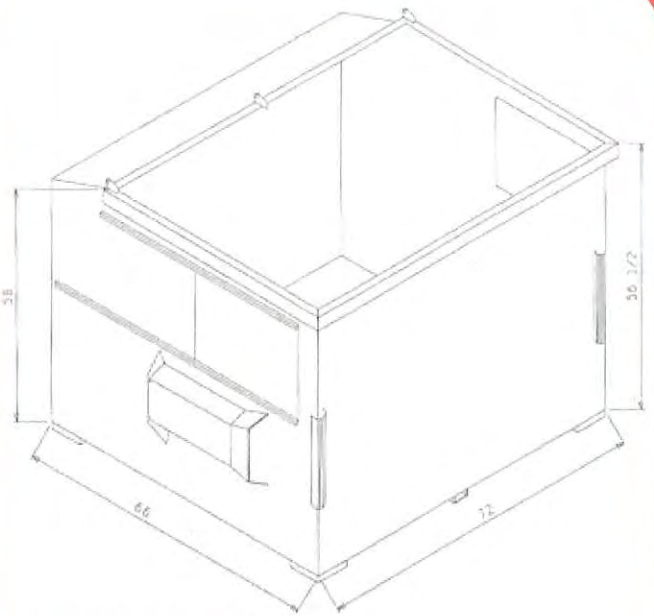
Truck Load: 20

4YD
Front Load



Truck Load: 14

6YD
Slant
Front Load



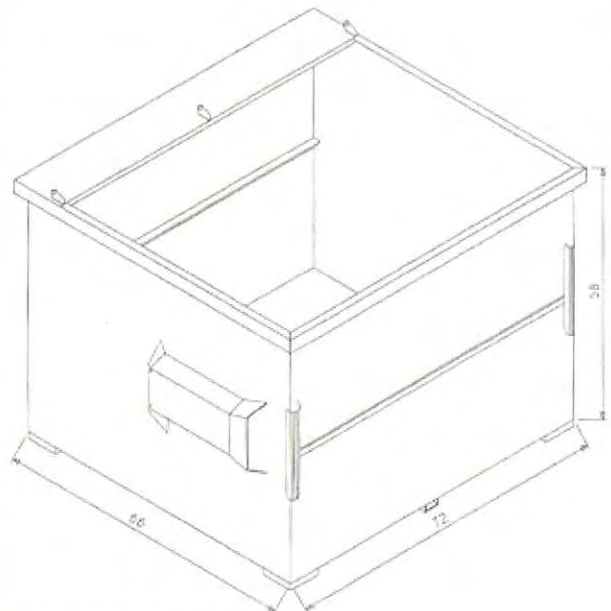
Truck Load: 16

6YD
2-Door
Slant Back



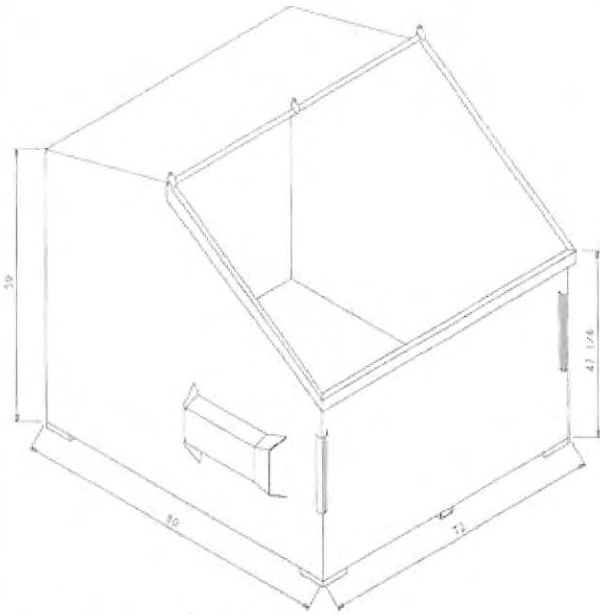
Truck Load: 11

6YD
High
Front Load



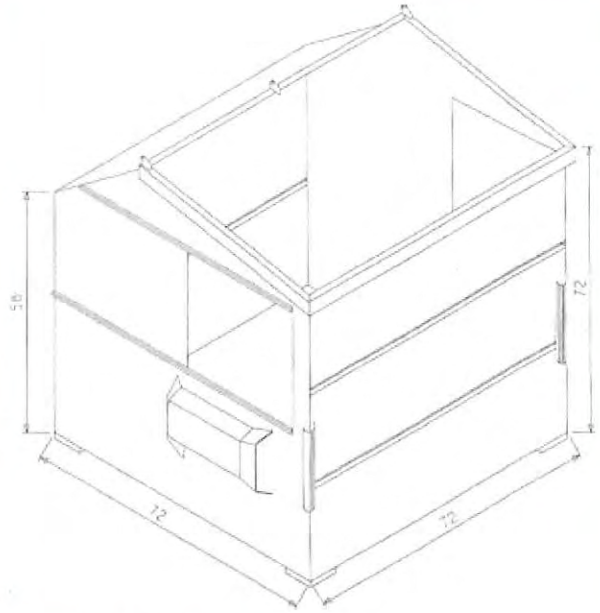
Truck Load: 16

6YD
Low
Front Load



Truck Load: 8

8YD
Slant
Front Load



Truck Load: 9

8YD
2-Door Slant
Front Load

**Slope back
helps prevent
hang ups and is
easy on the lids.**



Truck Load: 9

8YD
High
Front Load



Truck Load: 9

8YD
Low
Front Load



800-468-6826 FAX 580-924-1285
PO BOX 727 DURANT, OK 74702-0727

Ms. Donna Akin
Public Works Office Manager
City of Midwest City
100 N Midwest Blvd.
Midwest City, OK 73110

Re: 4, 6, & 8 Yard New Front Load Refuse Containers

Dear Ms. Akin,

Thank you for the opportunity to conduct business with the City of Midwest City. We have analyzed the request for bid and are pleased to submit our proposal for the front load containers.

Our proposal is built on Roll Offs USA, heavy duty front load containers. I have included the dimensions of our standard heavy duty 4, 6, and 8 YD containers. I have quoted our standard dimension heavy duty front load containers that we have provided to hundreds of commercial and municipality waste organizations. Although our dimensional measures are slightly different than the ones specified, our containers are structurally stronger than the fabrication details provided in the request.

We have been providing exceptional products for the waste and recycling industry since 1990. Our innovative manufacturing techniques, patented container designs, craftsmanship, and long established relationships and access to freight companies give us the ability to meet or exceed your requirements.

The following prices apply exclusively to the City of Midwest City for this specific solicitation. The following prices include freight and assume that truck load quantities are ordered. The number of containers per load are listed with the containers and containers may be mixed to make a full load.

<u>Container</u>	<u>Price</u>	<u>Containers per Truck Load</u>
4YD Front Load (sloped)	\$567	20
6YD Front Load (2 Door)	\$718	16
8YD Front Load (2 Door)	\$849	9

Delivery – 30 days ARO

The listed prices are for our standard container paint preparation. (1.5 mils red oxide primer applied to all areas with 2.0 mils of HIS Life-Kote AA series paint over to the exterior of the container).

I have included a general overview of our product line and the combined synopsis/solicitation. Should you require any clarifications, please do not hesitate to contact me

Sincerely,

A handwritten signature in black ink, appearing to read "Kendall Phillips". The signature is fluid and cursive, with a large initial "K" and "P".

Kendell Phillips

Director

Roll Offs USA

kphillips@rolloffs.net

580-924-6355



NOTICE TO BIDDERS

Notice is given that the Midwest City Municipal Authority, a public trust will receive sealed bids in the Office of the Secretary, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00 p.m., on the 14th day of June, 2016, for:

Four, Six & Eight Yard New Front Load Refuse Containers

Any bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the Notice to Bidders, Plans, Specifications and Bid Form, which are on file and available for public examination at the Office of the Secretary in the Midwest City Municipal Center. Complete sets of general conditions, plans and specifications and other bidding documents may be obtained from the City of Midwest City, Public Works Administration, 8730 SE 15th, Midwest City, Oklahoma.

Bids filed with the Secretary shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Chairman and Trustees of the Municipal Authority prior to the contract being awarded. The Municipal Authority shall consider award of the project at or after 7:00 pm on June 28th, 2016, to the lowest and best bidder meeting specifications. The Municipal Authority may lay the same over to a subsequent meeting for comparison and computation.

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

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

The following documents comprise the bid package. Incomplete bid packages will be rejected.


- 1. Notice to Bidders**
- 2. Invitation for Sealed Bids**
- 3. Specifications**
- 4. Non-collusion Affidavit**
- 5. Business Relationships Affidavit**
- 6. Bid Affidavit**
- 7. Agreement of Bidder**

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

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

Additional information may be obtained from the City of Midwest City, Public Works Department, Community Services Director, 8730 SE 15th, Midwest City, Oklahoma, 73110 -(405) 739-1361.

The Chairman and Trustees of the Midwest City Municipal Authority reserves the right to reject any or all bids.



Sara Hancock
Secretary
Midwest City Municipal Authority

FRONT LOADER REFUSE CONTAINER BID SPECIFICATIONS

GENERAL

The perspective bidder shall submit a bid for new refuse containers by way of three options. Option number one shall be interpreted as the standard, specified, metal dumpster with plastic lids. Option number two will be that same standard, specified, metal dumpster with wheels or casters. Option three shall be interpreted as the standard, specified, non-metal, (plastic) dumpster with lids also constructed of some sort of plastic resin.

SCOPE

This specification covers steel and plastic refuse containers with lids made of plastic (new and refurbished), all suitable for use with front loading compaction type refuse collection trucks. All containers shall meet or exceed the following specifications. Equipment shall be new or refurbished (like new). Prices shall be quoted FOB 8730 Southeast 15th Street, Midwest City, OK by unit price and shall reflect any applicable discounts for volume purchases or five percent change in the cost of steel.

It is the intent of the Authority for this contract to expire June 30, 2017. Upon agreement by bidder and the Authority, the contract may be extended annually under the same terms and conditions. The bidder and or the Authority shall have the option of terminating the contract by giving at least sixty (60) days notice of intent to cancel. This notice may be given at any time during the contract period.

DESCRIPTION

1. Four (4) cubic yard, slant front, front load containers with plastic lids.
2. Six (6) cubic yard, low, one door, front load containers with plastic lids.
3. Eight (8) cubic yard, high, front load containers, one door, with plastic lids.

When factory-printed literature, submitted to support the bid, does not indicate compliance with the specifications, the vendor must notify, in writing, the suggested modifications. This information must be submitted at the bid opening as a part of the vendor's bid. Bidder must state make and model number of the unit being offered. Bids submitted shall concern the latest current model equipment available.

MATERIAL

All material shall be of standard grades, regularly used by container manufacturers for standard commercial containers.

DESIGN

The containers shall be completely compatible with the container hoisting devices of the refuse collection trucks in use by the City of Midwest City.

A drain hole not less than 1-1/2" in diameter nominal pipe size, fitted with a treated plug, shall be provided at the bottom of one end side wall of each container.

Lift Pockets, gussets, and blunderbuss must be constructed from a minimum of 7 gauge steel.

Floor support must have three 3 inch structural channels.

All inside seams are to be welded continuously.

Specifications
Front Load Containers
Page 2

The primer thickness on the inside and outside of the container must be oxide primer or equivalent, measuring at least 1.5 mils in depth.

Finished exterior must be a "Dark Brown Enamel" and measure at least 1.5 mils in depth.

In addition to other requirements specified herein, requirements for metal bodies, lids and doors shall be as follows, with plastic bodies of comparable strength;

Capacity	Length	Height	Thickness	Side	(Side Width)	(Door End)
4 cubic yd.	54 inches	48 inches	10 gauge	10 gauge	n/a	n/a
6 cubic yd.	66 inches	60 inches	10 gauge	12 gauge	30 inches X	30 inches
8 cubic yd.	66 inches	80 inches	10 gauge	12 gauge	30 inches X	30 inches

NOTES: (1) thickness of metal shall be determined from a cleaned, bare sheet without rust, scale, or paint coating. (2) Dimension is measured from the approach side to the opposite side. (3) All container widths must be 72 inches.

CONSTRUCTION

Metal containers shall be constructed in accordance with the following requirements. Plastic containers should meet factory standards for strength and durability meeting or exceeding the following requirements.

HOISTING ATTACHMENTS

The container shall have hoisting attachments suitably located on each end wall and designed to accommodate the lifting forks of a two-point container hoisting device.

The container shall be of boxed sleeve construction, sleeves shall be no more than 38.5 inches in length. All hoisting attachments shall be designed, reinforced, braced, and welded to withstand a pull of not less than 4,000 pounds and accommodate forks 43 inches in length.

TOP LIDS

Unless otherwise specified, all containers shall have top lids.

All four (4) yard lids shall have a positive lid hold back, allowing the lids to be locked in an open position slightly past perpendicular and a device for preventing the lids from falling on back over away from the open position. The four (4) yard lids shall be provided with a handle suitably located for manually opening and closing of the lid.

The lid of each container shall have a hinge shaft of no less than (3/4) inch outside diameter.

FLOOR SKIDS

Floor skids full length three inch x four inch x three-sixteenths inch (3" x 4" x 3/16") formed channel with both ends fully enclosed. Minimum two (2) skids on four (4) yard containers, six (6) yard and eight (8) yard containers.

CASTERS OR WHEELS

Casters must be six (6) inches in diameter and made of non-metallic material. Two (2) must be stationary and two (2) must swivel.

DRAIN PLUG

Drain plug – one and one-half (1 ½) inch threaded flange welded to side of container flush with bottom.

END DOORS

End doors on the six (6) and eight (8) yard container shall not be less than twelve (12) gauge thickness. The doors shall slide in upper and lower “C” channel tracks and be equipped with a stop-handle of sufficient size to allow the door to be opened from inside the container and also to act as a retainer to keep the sliding door from coming out of its guide track.

REINFORCEMENTS

All refuse containers shall be fully reinforced to withstand stresses from heavy loading and rough usage and provide rigidity to resist buckling.

All lift brackets shall be reinforced with two (2) gussets at the top on each end and two (2) at the bottom on each end. Each gusset shall not be less than three-sixteenths (3/16) inch thickness and welded solid at least one (1) side at both of its contact points.

All lift brackets are to have an opening of not less than three and seven-eighths (3-7/8) inches. Vertically, this dimension should not be less than nine (9) inches. The bottom of the lift bracket should not be less than 16-1/2 inches from the ground. This is a must for the four (4) and six (6) yard containers. The eight (8) yard container should not be less than 26 inches concerning the same dimension

All containers shall be fitted with two (2) wraparound type bumper plates of no less than one-fourth (1/4) inch thickness and with a bearing surface each of three (3) inches on the approach wall and three (3) inches on the side wall. Each pad shall be of at least sixteen (16) inches in length.

The front of the container shall have a boxed reinforcement running from side to side and capped on the ends. The reinforcement shall not be less than 10 gauge thickness and have no less than three (3) bends. This reinforcement shall also be used on the hinge side of the container.

REINFORCEMENTS CONT'D

The six (6) and eight (8) yard containers shall have the same reinforcement at the top as the four (4) yard containers with the exception that the side wall, to which the large lid hinges affix, shall have a two x two x one-fourth (2 x 2 x ¼) inch structural angle the full width of the container.

The six (6) and eight (8) yard containers shall have a one-fourth x one and one-fourth x one and one-fourth (1/4 x 1-1/4 x 1-1/4) inch angle underneath the doors running from the pickup wall to the back wall of the container.

The six (6) and eight (8) yard container shall have a V-type corrugation in the pickup wall and one in the wall opposite the pickup wall running vertically, this corrugation shall be located in the center of the container and shall be a minimum of one and one-half (1-1/2) inches in depth.

PAINT

Container should be painted inside and outside with an industrial enamel – warm brown in color. Plastic containers shall be molded of a predetermined color resin. List all colors available at time of submittal.

WARNING SIGNS

A warning sign measuring four and one-half x five (4-1/2 x 5) inches with distinctive white letters on a red background shall be permanently affixed to the outside of the container opposite the pickup wall. The sign shall read as follows: "WARNING STAY CLEAR AT ALL TIMES WHEN CONTAINER IS OFF THE GROUND". "WARNING" shall be Gothic type not less than seven-eighths (7/8) inches in height and "STAY CLEAR AT ALL TIMES WHEN CONTAINER IS OFF GROUND" shall be in Gothic type no less than three-eighths (3/8) inches in height.

IDENTIFICATION MARKING

Each container shall have identification markings affixed to the top lift bracket on the right-hand side as the driver approaches the container and a metal serial plate giving a unique number and manufacturer's name.

PRICING

The purpose of these specifications is to qualify the purchase of New Refuse commercial containers for the City of Midwest City. The City of Midwest City does not guarantee to purchase any specific quantities of these items.

This contract shall be for a period of one year, beginning July 1, 2016 and ending June 30, 2017, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 60 days written notice and may be initiated by either party.

<u>NEW CONTAINER OPTION BID PRICING</u>	<u>4YD</u>	<u>6YD</u>	<u>8YD</u>
1. Metal Container, Polyethylene Lids	<u>567</u>	<u>718</u>	<u>849</u>
2. Metal container, Polyethylene Lids, wheels or casters	<u>617</u>	<u>768</u>	<u>899</u>
3. Plastic container, Polyethylene lids	<u>—</u>	<u>—</u>	<u>—</u>

Prices shall be quoted FOB 8730 Southeast 15th Street, Midwest City, OK by unit price and shall reflect any applicable discounts for volume purchases or five percent (5 %) change in the cost of steel.

For any questions concerning this bid please contact Jerry Summers at 739-1075.

VENDOR: ROLLOFFS USA

ADDRESS: PO BOX 727

DORANT OK 74702

CONTACT: KENDELL PHILLIPS

PHONE: 580 924 6355

Invitation for Sealed Bids

MIDWEST CITY MUNICIPAL AUTHORITY

100 N. MIDWEST BLVD.
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In The Journal Record	Dates Advertised May 18, 2016 May 25, 2016
------------------------------------	--

Bids must be in the Office of the Secretary By: **IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.**
Tuesday, June 14, 2016 no later than 2:00 p.m.

Description	4 Yard	6 Yard	8 Yard
Metal Container, Polyethylene Lids	<u>567</u>	<u>718</u>	<u>849</u>
Metal Container, Polyethylene Lids, wheels or casters	<u>617</u>	<u>768</u>	<u>899</u>
Plastic Container, Polyethylene Lids	<u>—</u>	<u>—</u>	<u>—</u>

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

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

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 3 DAY OF JUN, 2016.

FIRM ROLLOFFS USA BY KENDELL PHILLIPS

ADDRESS PO BOX 727, DURANT OK TITLE DIRECTOR
74702

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this _____ day of _____, 2016.

Mayor

Secretary

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

City Attorney

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

The Midwest City Municipal Authority
Midwest City, Oklahoma

I, KENDELL PHILLIPS

Owner, Partner, Officer of Firm

ROLL OFFS USA, DURANT OK

Company Name, City and State

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

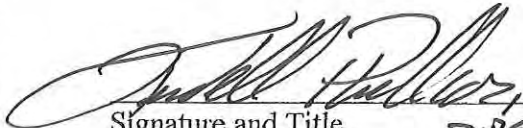
Four, Six & Eight Yard New Front Load Refuse Containers

for the Midwest City Municipal Authority.

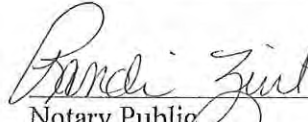
Bids will be opened on June 14th, 2016, at 2:00 pm.

ROLLOFFS USA

Firm Name


Signature and Title DIRECTOR

Subscribed and sworn to before me this 3RD day of JUNE, 2016.


Notary Public

My Commission Expires:

8-19-17



**BUSINESS RELATIONSHIPS AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

STATE OF OKLAHOMA)
)SS
COUNTY OF BRYAN)

KENDELL PHILLIPS, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in affect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in affect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)



Subscribed and sworn to before me this 3rd day of JUNE, 2016.

Randi Zint
Notary Public

My Commission Expires:

8-19-17





800-468-6826 FAX 580-924-1285
PO BOX 727 DURANT, OK 74702-0727

Front Load Container Construction Specifications

Heavy Duty

Floors:	10 gauge steel
Floor Supports:	3-3" structural channel full length with end caps
Walls:	One piece construction 12 gauge steel
Bumper Pad:	Constructed from 3/16" steel x 19" long
Lift Pockets:	Constructed from 3/16" steel
Lift Pockets:	Full length of lift pockets
Gussetts	Full Length - top and bottom
Blunderbuss:	Constructed from 3/16" steel
Side Doors:	Constructed from 12 gauge steel
Door Track Channel:	3/16" steel formed channel with rounded safety ends with 3/8" door lock hole
Top Rail:	Constructed from 1 1/2" X 2 1/2" X 11ga structural tubing with full weld at top front
Lid Brackets:	Constructed from 1/4" steel
Lids:	Single wall black thermoformed polyethylene



800-468-6826 FAX 580-924-1285
PO BOX 727, DURANT, OK 74702-0727

LIMITED WARRANTY

Roll-Offs of America, Inc. warrants for one year to customer, that products, furnished hereunder will be free from defects in material, workmanship and title, and will be of the kind and quality specified in the quotation.

Normal and general maintenance should be routinely performed. Above warranties do not cover abuse, misuse, or neglect.

AGREEMENT BY BIDDER

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

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

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

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



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.

June 28, 2016 - 7:02 PM

A. CALL TO ORDER.

B. CONSENT AGENGA.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 14, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2016 through December 31, 2016. (City Manager - G. Henson)
3. Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2015-16. (Hospital Authority - G. Henson)

C. DISCUSSION ITEMS.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. EXECUTIVE SESSION.

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

F. ADJOURNMENT.



CONSENT AGENDA



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

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

June 14, 2016 – 6:00 p.m.

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

Chairman Dukes called the meeting to order at 7:00 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for June 14, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:00 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**

June 14, 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., Rick Dawkins, Pat Byrne, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 9:27 p.m.

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

1. Discussion and consideration of approving the minutes of the special meetings of May 5, 2016 and May 23, 2016; and the staff briefing and regular meeting of May 24, 2016, as submitted.
2. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statements and Report of Certified Public Accountants of STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.

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

Discussion Item.

1. **Public hearing with discussion and consideration of approving and adopting a resolution of the Midwest City Memorial Hospital Authority approving and adopting its budget for the 2016-17 fiscal year in the amount of \$5,586,683 for the Discretionary, \$1,825,126 for the Compounded Principal, \$56,382 for the Hospital Expansion-Loan Reserve and \$3,194,362 for the In Lieu of-ROR-Miscellaneous divisions.** No one appeared before the trustees during the public hearing. Motion was made by Dawkins, seconded by McClure, to approve and adopt Resolution No. 2016-01, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed or taken on this item.

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, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 9:29 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 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

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 28, 2016

SUBJECT: Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2016 through December 31, 2016

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2016 through December 31, 2016, along with an activity report and related documents.

Action on this item is at the discretion of the Authority.

J. Guy Henson

J. Guy Henson
General Manager/Administrator

Attachment

CONSULTANT AGREEMENT

This agreement is executed this 28th day of June, 2016, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register

under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be due prior to the first of each month for the term of this Agreement.

(b) The Authority will pay \$20,000, to be payable in two quarterly installments of \$10,000 each for the term of this Agreement to cover normal operating costs (principally for long distance telephone and other communications, postage, reproduction and other expenses) that shall be incurred during the term of this Agreement.

(c) The Authority shall reimburse the Consultant for all long distance travel or other extraordinary expenses above normal operating costs. These expenses will be approved in advance by the Authority.
10. The term of this Agreement shall commence on July 1, 2016 and shall continue in effect until December 31, 2016 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties. And furthermore, this Agreement shall be automatically extended unless notice of termination is provided by either party.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
101 Constitution Avenue, N.W., Suite 675 East
Washington, D.C. 20001

(Seal)
ATTEST:

By:

Brian H. Holman

Stewart Van Scoyoc
Stewart Van Scoyoc, President

"AUTHORITY"
Midwest City Memorial Hospital Authority,
a public trust
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

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

City Attorney

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



**Capitol Decisions, Inc. Activity Report on behalf of the Midwest City Memorial
Hospital Authority**
June 2016

Our firm's work continues on three important undertakings on behalf of the City, funding for the Section 219 Water System Booster Pump Station and Storage Reconstruction Project, the rehabilitation of Interstate 40 East in Eastern Oklahoma County, and the Assistance for Firefighter's (AFG) FEMA grant application.

Our firm was successful in obtaining a \$2 million authorization in the 2007 Water Resources Development Act for water related infrastructure for the City. Since that time, we have engaged Senator Jim Inhofe, Chairman of the Senate Environment and Public Works Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers, on two occasions, to have pump station funding included in the Corps' Fiscal Year 2016 Work Plan.

We also keep in close contact with the Tulsa District office of the Corps on our advocacy activities, and arranged a briefing with them for City officials to detail the project. The project was not included in the FY 16 Corps Work Plan; we continue to work with the Corps and Chairman Inhofe's office for inclusion in the FY 17 Corps Work Plan. To that end, over \$68 million is provided in the FY 17 Senate Energy and Water Appropriations bill funding for which the City's project qualifies. I have attached that reference for your review. Early prioritization of this project is crucial, as we continue to work with the Corps as it drafts its upcoming work plan.

The rehabilitation of I-40 is critical to the further economic wellbeing of Eastern Oklahoma County. With passage of the highway bill, and in the absence of earmarks, we have been in talks with the Oklahoma Department of Transportation (ODOT), the Oklahoma congressional delegation, and the professional staff of the Senate Environment and Public Works Committee in identifying new methods from which to obtain funding.

The new highway bill established the Nationally Significant Freight and Highway Projects Program, which will facilitate commerce and the movement of goods. As you know, Interstate 40 is a major freight route and easily qualifies for this new funding opportunity. In our discussions with ODOT, they, along with the City's support, have submitted a FASTLANE Grant (\$100 million minimum), which would provide funding for the I-40 East project. The City's letter of support is attached. We have worked with



the delegation to provide input to the U.S. Department of Transportation on the economic and safety benefits of this project. The award announcement will be in September.

The City has also applied for an Assistance for Firefighters (AFG) FEMA grant to assist the Midwest City Fire Department. The Midwest City Fire Department seeks \$382,536 in funds for personal protective equipment as well as an additional \$50,000 in funds to replace the current self-contained breathing apparatus (SCBA) air compressor, which is over 20 years old. In support of these efforts, we requested that Congressman Cole call the FEMA Administrator directly in support of the grant. In addition, we drafted and solicited both Congressman Cole and Senator Inhofe's offices to send support letters to FEMA (attached). The current fiscal year funding for this grant is \$350 million, is a rolling award process, and is peer reviewed. Congressman Cole's office continues to internally monitor at our request and I anticipate award in the fall.

We appreciate the continued confidence you place in us, and look forward to working with you. It is going to be a busy fall with a full schedule of post-election activity in Congress.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John M. Reskovic'.

J.R. Reskovic

Selected FY2001 Appropriations Successes

THE DEPARTMENTS OF VETERANS AFFAIRS AND HOUSING AND URBAN DEVELOPMENT, AND FOR SUNDRY INDEPENDENT AGENCIES, BOARDS, COMMISSIONS, CORPORATIONS, AND OFFICES

- **Midwest City, Oklahoma**
 - **\$700,000** – Redevelopment From Tornado Damage
 - **\$860,000** – Construction of Small Conference Center

EDA Public Works Grant

- **\$1,416,000** – Conference Center Construction

Selected FY2002 Appropriations Successes

THE DEPARTMENT OF TRANSPORTATION AND RELATED AGENCIES

- **Midwest City, Oklahoma**
 - **\$1,000,000** – Downtown Revitalization Project

THE DEPARTMENTS OF VETERANS AFFAIRS AND HOUSING AND URBAN DEVELOPMENT, AND FOR SUNDRY INDEPENDENT AGENCIES, BOARDS, COMMISSIONS, CORPORATIONS, AND OFFICES

- **Midwest City, Oklahoma**
 - **\$1,490,000** – Phase II of the City's Tornado Recovery

Selected FY2003 Appropriations Successes

OMNIBUS

- **Midwest City, Oklahoma**
 - **\$450,000** – Water Infrastructure Improvements
 - **\$500,000** – I-40 and Avenue F Ramp Improvements

Selected FY2004 Appropriations Successes

CONSOLIDATED

- **Midwest City, Oklahoma**
 - **\$200,000** – Water Infrastructure Improvements
 - **\$750,000** – Law Enforcement Equipment Upgrades

Selected FY2005 Appropriations Successes

- **Midwest City, Oklahoma**
 - **\$1,375,000** – Hudiburg Drive Improvements

Selected FY2006 Appropriations Successes

Federal Highway Administration Transportation & Community & System Preservation Program

- **\$1,000,000** – Pedestrian Access and Safety Improvements– Midwest City, Oklahoma (SAFETEA)

HUD, Community Development Fund, Economic Development Initiative Fund

- **\$200,000** – Community Outreach Center – Midwest City, Oklahoma

Water Resources Development Act of 2007

- **\$2,000,000** for improvements to water related infrastructure - Midwest City, Oklahoma.

Selected FY2009 Appropriations Successes

TRANSPORTATION/HUD APPROPRIATIONS *(House)*

TRANSPORTATION, TREASURY, THE JUDICIARY, HUD, & RELATED INDUSTRIES APPROPRIATIONS *(Senate)*

Federal Highway Administration Transportation & Community & System Preservation Program

- **\$475,000** – I-40/Hudiburg Drive Beautification – Midwest City, Oklahoma

Selected FY2012 Successes

EDA Public Works Grant

- **\$1,000,000** – Midwest City Soldier Creek Industrial Park

JAMES M. INHOFE
OKLAHOMA

WASHINGTON OFFICE
205 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510-3603
(202) 224-4721

TULSA OFFICE
1924 SOUTH UTICA, SUITE 530
TULSA, OK 74104
(918) 748-5111

OKLAHOMA CITY OFFICE
1900 N.W. EXPRESSWAY, SUITE 1210
OKLAHOMA CITY, OK 73118
(405) 608-4381

COMMITTEES:
ARMED SERVICES
INTELLIGENCE *ex officio*
ENVIRONMENT AND
PUBLIC WORKS

United States Senate

WASHINGTON, DC 20510-3603

February 10, 2016

The Honorable William Craig Fugate
Administrator, Federal Emergency Management Agency (FEMA)
500 C St Southwest
Washington, D.C. 20024

Dear Administrator Fugate:

I respectfully write to request your support for the Midwest City, Oklahoma Fire Department's grant application (application number is EMW-2015-FO-03284) under the Assistance to Firefighters Grant (AFG) Program. The Midwest City Fire Department seeks \$382,536 in funds for personal protective equipment as well as an additional \$50,000 in funds to replace the current self-contained breathing apparatus (SCBA) air compressor which was purchased in 1994.

Due to declining oil prices, State and local revenues have been negatively impacted. The State of Oklahoma is facing a \$900 million shortfall and the Midwest City Fire Department has a dwindling reserve fund due to declining local sales tax revenue. The Department is seeking outside funding to replace its safety equipment.

The need for SCBA replacement was identified through a formal needs assessment performed by the Midwest City Fire Department SCBA and Safety Committee. The requested items include 36 complete SCBAs with integrated PASS devices, 2 cylinders, face piece, heads up display, and a voice amplifier. The Department is also submitting for 45 additional face pieces with the integrated heads up display and voice amplifiers.

This grant will significantly increase the safety of Midwest City firefighters, and improve their effectiveness during IDLH (Immediate Danger to Life and Health) operations, resulting in a benefit to the entire community and budget. It will also improve operations and safety when working with surrounding agencies due to increased equipment reliability and interoperability. SCBAs are inherently critical to their mission. Midwest City is considered an urban department and given the numerous mutual aid agreements with surrounding communities and Tinker Air Force Base, demand on the SCBAs is high.

I hope you consider approving this important grant application and thank you for your attention.

Sincerely,



James M. Inhofe
U.S. Senator

TOM COLE
4TH DISTRICT, OKLAHOMA

DEPUTY WHIP

COMMITTEE ON APPROPRIATIONS

LABOR, HEALTH AND HUMAN SERVICES,
EDUCATION AND RELATED AGENCIES – CHAIRMAN

DEFENSE

INTERIOR, ENVIRONMENT,
AND RELATED AGENCIES

COMMITTEE ON RULES

COMMITTEE ON THE BUDGET



Congress of the United States
House of Representatives

February 19, 2016

PLEASE REPLY TO:

- 2467 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-6165
- 2424 SPRINGER DRIVE
SUITE 201
NORMAN, OK 73069
(405) 329-6500
- 711 SW D AVENUE
SUITE 201
LAWTON, OK 73501
(580) 357-2131
- SUGG CLINIC OFFICE BUILDING
100 EAST 13TH STREET, SUITE 213
ADA, OK 74820
(580) 436-5375

The Honorable William Craig Fugate
Administrator, Federal Emergency Management Agency (FEMA)
500 C St Southwest
Washington, D.C. 20024

RE: EMW-2015-FO-03284

Dear Administrator Fugate:

I have become aware that the Midwest City, Oklahoma Fire Department's is applying for grant monies from the Assistance to Firefighters Grant (AFG) Program. I strongly endorse this grant application. The Midwest City Fire Department is seeking funds for personal protective equipment as well as funds to replace the current self-contained breathing apparatus (SCBA) air compressor which was purchased in 1994.

The Midwest City Fire Department has a dwindling reserve fund due to declining sales tax revenue. In addition, the State of Oklahoma expects a shortfall of over \$900 million in revenues due to declining oil prices. This creates a ripple effect impacting local municipalities and has an indirect impact on local economy. For outside funding, the Department inquired with a local municipal grant authority for SCBA replacement and was denied.

The need for SCBA replacement was identified through a formal needs assessment performed by the Midwest City Fire Department SCBA and Safety Committee. The requested items include 36 complete SCBAs with integrated PASS devices, 2 cylinders, face piece, heads up display, and a voice amplifier. The Department is also submitting for 45 additional face pieces with the integrated heads up display and voice amplifiers.

This grant will significantly increase the safety of Midwest City firefighters, and improve their effectiveness during IDLH (Immediate Danger to Life and Health) operations, resulting in a benefit to the entire community and budget. It will also improve operations and safety when working with surrounding agencies due to increased equipment reliability and interoperability. SCBAs are inherently critical to their mission. Midwest City is considered an urban department and given the numerous mutual aid agreements with surrounding communities and Tinker Air Force Base, demand on the SCBAs is high.

The Midwest City Fire Department is an integral part of the urban community in central Oklahoma. Current resources prevent them from making such needed purchases without this vital grant program. For these reasons, I strongly endorse this grant application.

Sincerely,

Congressman Tom Cole

TJC/dkh



Mayor
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1209

April 6, 2016

The Honorable Anthony Foxx
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave SE
Washington D.C. 20590

Re: I-40/Douglas Interchange Reconstruction and related interstate widening in Oklahoma County

Honorable Secretary Foxx:

I am writing to you in support of the FASTLANE Grant application submitted by the Oklahoma Department of Transportation (ODOT). As presented, the project will include the reconstruction of an outdated interchange at Interstate 40 and Douglas Boulevard, as well as the widening of the interstate from four to six lanes from Industrial Road east for five and one-half miles.

This project has been needed for a number of years. As you know, I-40 is a major east-west transportation corridor through Oklahoma and the country. Midwest City is located on the north side of this corridor and is witness to its importance to the Oklahoma City metropolitan area's transportation system. This project will improve mobility within the metropolitan area for the traveling public, ease congestion and enhance the capacity of the I-40 corridor to facilitate freight movement.

Tinker Air Force Base is located on the east side of the Oklahoma City metropolitan area and I-40 is its northern boundary for approximately four miles. Tinker is one of only three Air Logistics Centers in the country and is vital to our nation's defense. As Oklahoma's largest employer, it is essential that this transportation link to Tinker be improved in order to insure that employees, goods and services can be efficiently delivered to and from the base. Midwest City confirms the critical need for improvement to the Interstate 40 corridor and reconstruction of the interchange that provides primary access to Tinker Air Force Base. We look forward to working with ODOT on this project.

I hope you look favorably upon the application submitted by our Department of Transportation. ODOT has an impressive record of accomplishing the projects it sets forth, in a timely manner, on budget and of very high quality. This project has the utmost support of the City of Midwest City and local leaders.

Sincerely,

Jay Dee Collins, Mayor
City of Midwest City

Calendar No. 420

114TH CONGRESS }
2d Session }

SENATE

{ REPORT
{ 114-236

ENERGY AND WATER DEVELOPMENT APPROPRIATIONS
BILL, 2017

APRIL 14, 2016.—Ordered to be printed

Mr. ALEXANDER, from the Committee on Appropriations, submitted
the following

REPORT

[To accompany S. 2804]

The Committee on Appropriations reports the bill (S. 2804) making appropriations for energy and water development and related agencies for the fiscal year ending September 30, 2017, and for other purposes, reports favorably thereon and recommends that the bill do pass.

New obligatory authority

Total of bill as reported to the Senate	\$38,370,741,000
Amount of 2016 appropriations	37,322,990,000
Amount of 2017 budget estimate	37,547,285,000
Bill as recommended to Senate compared to—	
2016 appropriations	+ 1,047,751,000
2017 budget estimate	+ 823,456,000

CORPS OF ENGINEERS—CONSTRUCTION—Continued

[In thousands of dollars]

Item	Budget estimate	Committee recommendation	Committee recommendation compared to budget estimate
SHORE PROTECTION		50,000	+ 50,000
NAVIGATION		227,374	+ 227,374
INLAND WATERWAYS TRUST FUND PROJECTS		75,325	+ 75,325
OTHER AUTHORIZED PROJECT PURPOSES		48,000	+ 48,000
ENVIRONMENTAL RESTORATION OR COMPLIANCE		40,000	+ 40,000
ENVIRONMENTAL INFRASTRUCTURE PROJECTS		68,950	+ 68,950
AQUATIC PLANT CONTROL PROGRAM		9,000	+ 9,000
CONTINUING AUTHORITIES PROJECTS NOT REQUIRING SPECIFIC LEGISLATION:			
NAVIGATION PROGRAM (SECTION 107)		7,000	+ 7,000
BENEFICIAL USES OF DREDGED MATERIAL (SECTION 204)	1,000	1,000
FLOOD CONTROL PROJECTS (SECTION 205)	500	500
AQUATIC ECOSYSTEM RESTORATION (SECTION 206)	1,000	8,000	+ 7,000
PROJECT MODIFICATIONS FOR IMPROVEMENT OF THE ENVIRONMENT (SECTION 1135)	1,000	3,000	+ 2,000
DAM SAFETY AND SEEPAGE/STABILITY CORRECTION PROGRAM	21,000	21,000
EMPLOYEES' COMPENSATION	19,000	19,000
INLAND WATERWAYS USERS BOARD - BOARD EXPENSE	50	50
INLAND WATERWAYS USERS BOARD—CORPS EXPENSE	275	275
RESTORATION OF ABANDONED MINES		2,000	+ 2,000
SUBTOTAL, REMAINING ITEMS	43,825	767,474	+ 723,649
TOTAL	1,090,000	1,813,649	+ 723,649

Chicago Sanitary and Ship Canal Dispersal Barrier, Illinois.—The issue of hydrologic separation shall be fully studied by the Corps of Engineers and vetted by the appropriate congressional authorizing committees and specifically enacted into law. No funds provided in this act may be used for construction of hydrologic separation measures.

Aquatic Plant Control Program.—The Committee recommendation includes \$9,000,000 for the Aquatic Plant Control Program. Within available funds, \$4,000,000 is recommended for nationwide research and development to address invasive aquatic plants; \$4,000,000 is for watercraft inspection stations, as authorized by section 1039(d) of WRRDA; and \$1,000,000 is for monitoring and contingency planning associated with watercraft inspection stations as authorized by section 1039(e) of WRRDA. The Corps of Engineers is encouraged to support cost-shared aquatic plant management programs.

Continuing Authorities Program.—The Committee recommends \$19,500,000 for the Continuing Authorities Program [CAP], an increase of \$16,000,000 from the budget request. CAP is a useful tool for the Corps of Engineers to undertake small localized projects without being encumbered by the lengthy study and authorization phases typical of most Corps of Engineers projects. The standing CAP authorities are: flood control (section 205), emergency streambank and shoreline protection (section 14), beach erosion control (section 103), mitigation of shore damages (section 111), navigation projects (section 107), snagging and clearing (section 208), aquatic ecosystem restoration (section 206), beneficial uses of dredged material (section 204), and project modifications for im-

provement of the environment (section 1135). The Committee has chosen to fund five of the nine sections rather than only the four sections proposed in the budget request.

The Committee urges the administration to execute the CAP program laid out by the Committee and include sufficient funding for this program in future budget requests. The Corps of Engineers shall continue the ongoing processes for initiating, suspending, and terminating projects. Suspended projects shall not be reactivated or funded unless the sponsor reaffirms in writing its support for the project and establishes its willingness and capability to execute its project responsibilities. The Chief of Engineers shall provide an annual report within 60 days of the end of each fiscal year detailing the progress made on the backlog of projects. The report shall include the completions and terminations as well as progress of ongoing work.

Hawaii Water Management, Oahu, Hawaii.—The Committee is encouraged by the progress of the Hawaii Water Management Project, and encourages the Corps of Engineers to utilize funds appropriated in prior years to this project to continue progress in rehabilitating aged Hawaii irrigation infrastructure.

Public-Private Partnerships.—The Committee notes that the Assistant Secretary of the Army for Civil Works and the Chief of Engineers have expressed strong support for public-private partnerships as a method to reduce the Federal cost of future construction projects, and selected one such project as a new start in the fiscal year 2016 workplan. The Committee continues to support the idea of partnerships and recommends that the Corps of Engineers identify new construction starts that leverage the private sector through partnerships in fiscal year 2017.

Reimbursements.—The Committee directs the Secretary to prioritize the Corps of Engineers' reimbursement obligations based on projects with signed Project Partnership Agreements. The Secretary shall demonstrate plans for the additional funding provided by Congress to meet the Project Partnership Agreement and Federal Government's fiscal responsibilities. The Committee encourages the Corps of Engineers to consider prioritizing projects where non-Federal sponsors intend to use the funds for additional water resources development activities.

McCook and Thornton Reservoirs, Illinois.—The Committee is disappointed by the Corps of Engineer's failure to provide funding for McCook Reservoir, and concerned by the Corps of Engineers' decision to reject congressional intent and its own history on this project. Congressional intent has been clear since its authorization in 1988, and in subsequent modification; the project is 75 percent complete and the Committee urges the Corps of Engineers to complete the project. The McCook Reservoir was authorized for flood risk management and constructed to help alleviate flooding problems in the Metropolitan area of Chicago, Illinois.

Melvin Price Lock and Dam, Illinois and Missouri.—The length of time it is taking the Corps of Engineers to rectify the seepage problems that the impoundment of the navigation pool is causing to the Wood River Levee, as well as escalating cost estimates, continues to be troublesome. The Corps of Engineers is encouraged to ensure that the Independent External Peer Review and oversight

- None of these funds shall be used for projects in the Continuing Authorities Program.
- Funding may be for all categories including periodic beach renourishments and reimbursements.
- Funding may be made available to projects for which the sponsor is awaiting reimbursement from the Federal Government to continue with construction of remaining authorized project features.

When allocating the additional funding provided in this account, the Corps of Engineers shall consider giving priority to the following:

- the benefits of the funded work to the national economy;
- extent to which the work will enhance national, regional, or local economic development;
- number of jobs created directly by the funded activity;
- ability to obligate the funds allocated within the fiscal year, including consideration of the ability of the non-federal sponsor to provide any required cost-share;
- ability to complete the project, separable element, or project phase with the funds allocated;
- for flood and storm damage reduction projects (including authorized nonstructural measures and periodic beach renourishments),
 - population, economic activity, or public infrastructure at risk, as appropriate; and
 - the severity of risk of flooding or the frequency with which an area has experienced flooding;
- for navigation projects, the number of jobs or level of economic activity to be supported by completion of the project, separable element, or project phase;
- for projects cost shared with the Inland Waterways Trust Fund [IWTF], the economic impact on the local, regional, and national economy if the project is not funded, as well as discrete elements of work that can be completed within the funding provided in this line item;
- for other authorized project purposes and environmental restoration or compliance projects, to include the beneficial use of dredged material; and
- for environmental infrastructure, projects with the greater economic impact, projects in rural communities, and projects that benefit counties or parishes with high poverty rates.

Environmental Infrastructure.—The Committee recommends an additional \$68,950,000 in the Construction account for environmental infrastructure. The Corps of Engineers is encouraged to give priority to projects that could be completed in fiscal year 2017; projects in rural areas; and projects located in towns, cities, and municipalities experiencing compliance difficulties with Federal environmental regulations. Within available funds, \$10,000,000 is for projects authorized under section 595 of the Water Resources Development Act of 1999, as amended.

Prioritization of Corps of Engineers Projects in Drought Stricken Areas.—The Committee urges the Corps of Engineers to prioritize any authorized projects that would alleviate water supply issues in areas that have been afflicted by severe droughts in the last three



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
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J. Guy Henson
*General Manager/
Administrator*

Trustees

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Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore
Matt Dukes

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 28, 2016

SUBJECT: Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2015-16.

Attached is the Midwest City Memorial Hospital Authority Trust Board of Grantors' 2015-16 Year-End Report which the Board submits to you for your acceptance. Also attached for your information is a report on existing grant balances and the grant application schedule for fiscal year 2015-16 as established by the Board.

The Board and staff recommend acceptance of the Year-End Report.

J. GUY HENSON, AICP
General Manager/Administrator

Attachments (3)

**Midwest City Memorial Hospital Authority Trust Board of Grantors
Year-End Report
2015-16**

Board of Grantors 2015-16 Calendar

June 11, 2015	Board met to elect officers, approve the annual report and grant forms, and determine the grant schedule for the 2015-16 fiscal year.
September 1, 2015	Grant application forms were made available to the public.
November 6, 2015	Completed grant applications were due in the General Manager/Administrator's office.
January 8, 2016	Board submitted ratings of grant applications.
January 21, 2016	Board met to review 2015-16 grant applications and made recommendations to the Hospital Authority trustees for funding.

Where we have been:

From when the grant program was initiated in fiscal year 1998-99 through fiscal year 2015-16 the Board of Grantors has recommended and the Hospital Authority trustees have funded a total of 294 grants totaling \$6,942,114.17. There were no grant funds made available in fiscal year 2007-08 due to the trustees utilizing the funds for other projects.

Where we want to be:

The number of grant applications submitted continues to be modest. This year 19 grant applications, five fewer than last year, were received, out of which the eligibility of only one was questionable and 11 were funded. The specific criteria in the trust indenture governing for what grants can be awarded stating that grants cannot be used for "recurring operating expenses or personal property needs" significantly narrows the field of projects eligible for funding. With that limitation in mind, the Board of Grantors selected and the trustees awarded funding for 11 worthy projects for a total expenditure of grant funds of \$425,000.

For the past several years the Board of Grantors has favored fewer but larger grants in order to fund significant enhancements to the Midwest City community. A review of the lists of grants made in prior years indicates that the number of grants that have been approved over the past several years has gone down but the amounts given to each recipient have increased.

If questions arise over the number of grants going to City projects, the primary objective of the grants program must be remembered: to enhance the quality of life for the Midwest City community. No other entity interacts on a daily basis with the Midwest City community more than

the City itself so it's only natural that the City departments would have the keenest vision and the clearest picture of what the community needs and what will enhance the community's quality of life.

The Board would also like to thank the trustees of the Hospital Authority for their continuing support of the grant program. After all, it is the Authority that makes this all possible. The Board looks forward to the 2016-17 grant season and continuing to play its part in the process of improving the Midwest City community.



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority

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MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: June 28, 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

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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 28, 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 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
General Manager/Administrator