



**CITY OF MIDWEST CITY  
COUNCIL/AUTHORITY MEETING INSTRUCTIONS**

- Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel: <http://bit.ly/CityofMidwestCity> with the recording available within 48 hours.
- The meeting minutes can be found on MWC's website in the Agenda Center: [www.midwestcityok.org/meetings](http://www.midwestcityok.org/meetings).
- To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.
- The Council will go directly into MWC meetings down in the Council Chambers of City Hall located at 100 N. Midwest Blvd., MWC, OK 73110 at 6:00 PM. However, they will informally gather at or after 5:00 PM in the Chamber for dinner, but no MWC Council business will be discussed or acted upon. Meals and drinks will only be provided to the City Council and staff.
- We strongly encourage Midwest City residents and business owners to stay informed with community announcements, events, meetings and projects by going to [midwestcityok.org](http://midwestcityok.org) and exploring "Your Community" to sign up for notifications and to report concerns and issues.





## CITY COUNCIL AGENDA

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

June 22, 2021 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 4 Sean Reed

City Manager Tim Lyon

Ward 2 Pat Byrne

Ward 5 Christine Allen

City Clerk Sara Hancock

Ward 3 Española Bowen

Ward 6 Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Councilmember Espaniola Bowen
- Community-related announcements and comments

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes. (City Clerk - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of May 2021. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, expenditures/Transfers Out (00) \$860,294. Police Fund, revenue/Transfers In (00) \$235,368. Fire Fund, revenue/Transfers In (00) \$279,926. General Fund, expenditures/Swimming Pools (19) \$23,000. Urban Renewal Authority, expenditures/Urban Renewal (93) \$98. L & H Benefits Fund, expenditures/Personnel Department (03) \$200,000. Sales Tax Capital Improv. Fund, expenditures /Transfers Out (00) \$270,000. Capital Improvements Fund, revenue/Transfers In (00) \$60,000. Fire Capitalization Fund, expenditures/Transfers Out (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$136,094; expenditures/Fire Dept (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Intergovernmental (06) \$1,030,000; expenditures/Park & Recreation (06) \$1,030,000. (Finance - T. Cromar)

4. Discussion and consideration for adoption, including any possible amendment, of approving the cancellation of uncashed checks from 2015 to 2017. (Finance - T.Cromar)
5. Discussion and consideration of adopting, including any possible amendment, 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. (Human Resources - T. Bradley)
6. Discussion and consideration of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for the 2021-2022 fiscal year for the amount of \$42,000 per year. There are no changes from the current contract and the proposed contract. (Risk Management – L. Smithson)
7. Discussion and consideration of renewing excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's general liability self-insurance plan for the 2021-2022 fiscal year at an annual cost of \$125,975 for a self-insured retention of \$250,000 per occurrence. (Risk Management - L. Smithson)
8. Discussion and consideration of renewing excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2021-2022 fiscal year at an annual cost of \$161,980 for self-insured retention of \$450,000 per claim for all employees. (Risk Management - L. Smithson)
9. Discussion and consideration of renewing a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$295,352 and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$145,480 for fiscal year 2021-2022. (Risk Management - L. Smithson)
10. Discussion and consideration for adoption, including any possible amendment, of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for Emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in an amount not to exceed \$50,000 for fiscal year 2021-22. (City Manager - T. Lyon)
11. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the City of Nicoma Park, City of Choctaw, and City of Spencer for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days. (City Manager - V. Sullivan)

12. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Emergency Services Agreement for fiscal year 2021-22 with the City of Nicoma Park and City of Choctaw to provide emergency animal control services. (City Manager - V. Sullivan)
13. Discussion and consideration of renewing the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County for FY 21-22 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County. (Fire - B. Norton)
14. Discussion and consideration for adoption, including any possible amendment of, awarding a contract to W.L. McNatt for remodeling 8201 E. Reno (Fire Department Headquarters) in the amount of \$898,500. (Fire - B. Norton)
15. Discussion and consideration of adoption, including any possible amendment of, a contract for FY 21-22 in the amount of \$185,115 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City. (Grants Management - T. Craft)
16. Discussion and consideration for adoption, including any possible amendment, of a Memorandum of Understanding for 2021-22 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City. (Grants Management - T. Craft)
17. Discussion and consideration of approving and including any possible amendment of a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital-Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2021 through June 30, 2022 for \$220,774.80 per year. (Emergency Management - D. Wagner)
18. Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreements with ImageNet Consulting in the amount of \$38,677.10 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed \$155,016.66 for software maintenance in connection with the Police, 911, and Court; CentralSquare in the amount of \$100,324.36 for hosted Naviline services for the City. (Information Technology - A. Stephenson)
19. Discussion and consideration of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications, for Fiscal Year 21-22. (City Clerk - S. Hancock)
20. Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreement with Azteca Systems, LLC, Environmental Systems Research Institute (ESRI) in the total amount of \$217,166. (Community Development – B. Harless)

21. Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$67,919 for the purposes of relocating a conflicting primary feed in the W.P. Bill Atkinson Park, a 2018 General Obligation Project. (Community Development - B. Bundy)
22. Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$26,135 for the purposes of relocating an existing aerial crossing to a prepared underground crossing of the W.P. Bill Atkinson Park, a 2018 General Obligation Project. (Community Development - B. Bundy)
23. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Choctaw, City of Spencer, and the town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day per entity.(Police – S. Porter)
24. Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Oklahoma Criminal Justice Authority of Oklahoma County for fiscal year 2021-22 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 \$47.01 per day per prisoner. (Police - S. Porter)
25. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of 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 \$65.00 per day. (Police – S. Porter)
26. Discussion and consideration of adoption, including any possible amendment of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell’s Body Shop & Towing to provide the City of Midwest City, upon its request, with towing and vehicle storing services. (Police - S. Porter)
27. Discussion and consideration of adoption, including any possible amendment of Change Order Number 2 to the contract agreement with Downey Contracting L.L.C. for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$180,484.20. (Public Works - P. Menefee)
28. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms. (Public Works - R. Paul Streets)

29. Discussion and consideration of adoption, including any possible amendment to the renewal of the following contracts for fiscal year 2021-2022 with Guy Engineering, Inc. for the design of Federal Aid Project Bridge and Guy Engineering, Inc. for the design of the Pedestrian Bridge and Rail Repairs on Reno Avenue and Garver Engineering, Inc. for the design of the Booster Pump Station and Clearwell. (Public Works - P. Menefee)

30. Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Street Department: (2) Stihl Backpack Blowers, (1) Stihl Edger, (1) Blower (hand held), (1) 1-Pro Lift Hydraulic Mower Jack and (1) Mower Jack (hand cranked) as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

D. DISCUSSION ITEMS.

1. (PC – 2079) Discussion and consideration for adoption, including any possible amendment of the Replat of Lot 7, Block 8 of the Pointon City Second Addition, described as a part of the NE/4 of Section 6, T11N, R1W and addressed as 10506 Bellview Drive. (Community Development - B. Harless)

2. (PC – 2080) Discussion and consideration for adoption, including any possible amendment of the Sheraton/Reed Center Addition to Aviation Acres, a Replat of Lots 1-8, Lot 20 and Part of Lot 19, Block 4 & part of Lots 39, 40 and 41, Block 1, Aviation Acres & part of Block 2, Amend's Amended Plat & Part of Vacated Tinker Road (Trooper Road) described as a part of the NW/4 of Section 9, T11N, R2W. (Community Development - B. Harless)

3. (PC - 2081) Discussion and consideration of adoption, including any possible amendments of the Replat of Lot 7 of the Traubs Second Addition described as a part of the SW 4 of Section 7, T11N, R1W and addressed as 2608 S. Post Rd. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. EXECUTIVE SESSION.

1. Discussion and consideration for adoption, including any possible amendment, of entering into executive session as allowed under 25 O.S. § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

- [1.](#) Review of the monthly Neighborhood Services report for May 2021. (Neighborhood Services - M. Stroh)
- [2.](#) Discussion and consideration for adoption, including any amendments to the minutes of the June 1, 2021 Planning Commission Meeting. (Community Development - B. Harless)
3. Review of the May 2021 Building Report. (Community Development - B. Harless)

H. ADJOURNMENT.





CONSENT AGENDA





Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

### City of Midwest City Council Minutes

June 08, 2021

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Vice Mayor Pat Byrne called the meeting to order at 6:00 PM with following members present:

|                       |                        |                          |
|-----------------------|------------------------|--------------------------|
| Ward 1 Susan Eads     |                        | City Manager Tim Lyon    |
| Ward 2 Pat Byrne      | Ward 5 Christine Allen | City Clerk Sara Hancock  |
| Ward 3 Española Bowen | Ward 6 Rick Favors     | City Attorney Don Maisch |

Absent: Mayor Matt Dukes  
Ward 4 Sean Reed

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with invocation, followed by the Pledge of Allegiance led by Vice Mayor Pat Byrne. Staff and Council made Community related announcements.

CONSENT AGENDA. Allen made motion to approve the consent agenda, as submitted, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Nay: None. Absent: Mayor Dukes and Reed. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of the May 25, 2021 special meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of the May 25, 2021 meeting minutes.
3. Discussion and consideration for adoption, including any possible amendment of the May 27, 2021 special meeting minutes.
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Grant Funds, revenue/Intergovernmental (14) \$4,929,120; expenditures/Transfer Out (14) \$4,929,120. Disaster Relief Fund, revenue/Transfer In (00) \$4,929,120. Decrease: Fire Fund, expenditures/Fire (64) \$1,769. Increase: Fire Fund, expenditures/Transfer Out (64) \$1,769. Fire Capitalization Fund, revenue/Transfer In (00) \$1,769; expenditures/Fire (64) \$1,769.
5. Discussion and consideration for adoption, including any possible amendment, of Resolution 2021-17 to renew the Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2021-2022.

6. Discussion and consideration for adoption, including any possible amendment, of approving Resolution 2021-18 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for fiscal year 2021-2022.
7. Discussion and consideration for adoption of and any amendments to 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.
8. Discussion and consideration for adoption of and any amendments to 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 for FY 21-22.
9. Discussion and consideration for adoption, including any possible amendment, of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a school resource officer at Midwest City High School and Carl Albert High School from August through May, for which the District agrees to pay \$161,194; and authorizing the city manager and the chief of police to execute the agreement on behalf of the City.
10. Discussion and consideration for adoption, including any possible amendment of 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 2021-22.
11. Discussion and consideration for adoption, including any possible amendment of entering into an agreement with Mid-Del Group Home for FY 21/22 to provide cleaning at various pavilions, parks, and bus stops as well as litter pick up around Midwest City.
12. Discussion and consideration for adoption, including any possible amendment of a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA" for the FY 21-22 for office space located at 1124 N. Douglas Blvd.
13. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc., in the amount of \$16,022.10, \$9,202.00, and \$8,740.50, respectively.
14. Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Schwarz Paving Company, Inc. in the amount of \$42,164.57, respectively.
15. Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-22 Community Development Contracts with Guy Engineering, RL Shears, Jacobs Engineering, Guy Engineering, RL Shears, Olsson Hare & Hare, Shiloh, POE & Assoc., Lee Eng, Johnson & Assoc., Crafton, Tull and Assoc., Verizon Wireless, Xerox Financial Services.

16. Discussion and consideration of adoption, including any possible amendment of an agreement to secure on-call services for an interpreter for fiscal year 21-22.
17. Discussion, consideration and possible action to authorize Fertile Ground, LLC, to act as an agent for the City of Midwest City in the preparation, filing and representation of zoning amendment, building permit and/or platting applications to the City of Midwest City for the redevelopment of 7221 NE 36th ST and the surrounding parcel.

DISCUSSION ITEM.

1. **Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2021-2022 in the amount of \$105,619,381 and establishing budget amendment authority.** Vice Mayor Byrne address the council. Bowen made motion to approve Resolution 2021-16, as submitted, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Nay: None. Absent: Mayor Dukes and Reed. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

At 6:14 PM Allen made to motion to recess, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Nay: None. Absent: Mayor Dukes and Reed. Motion carried. Council returned at 6:22 PM.

EXECUTIVE SESSION.

1. **Discussion and consideration for adoption, including any possible amendment of, 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 6:22 PM Eads made motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Nay: None. Absent: Mayor Dukes and Reed. Motion carried.

At 7:30 PM Eads made motion to return to open session, seconded by Bowen, Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Nay: None. Absent: Mayor Dukes and Reed. Motion carried.

No Action Needed

ADJOURNMENT.

There being no further business, Vice Mayor Byrnes adjourned the meeting at 7:31 PM.

ATTEST:

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PAT BYRNE, Vice Mayor

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SARA HANCOCK, City Clerk



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of May 2021.

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

**2018 Election G.O. Bonds (270)** decreased due to the payments for:

Various Capital Outlay <\$1,173,889>

**2018 G.O. Bonds Proprietary (271)** decreased because of the payments for:

Various Capital Outlay <\$1,215,357>

**Disaster Relief (310)** increased due to the receipt of:

American rescue plan grant \$4,929,120

**G.O. Debt Services (350)** decreased due to the following activities:

Series 2019A interest payment <\$258,750>

Series 2019A principal payment <\$575,000>

**MWC Hospital Authority (425)** activities for May:

Compounded Principal (9010) - unrealized gain on investment \$344,762

Discretionary (9050) - unrealized gain on investment \$97,526

Grants (9080) – grant payments <\$280,590>

*Tiatia Cromar*

Tiatia Cromar

Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2021

(Unaudited)

| Fund Number | Fund Description             | Assets     | Liabilities | 6/30/2020 Fund Balance | Revenues   | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|------------|-------------|------------------------|------------|--------------|----------------|--------------|
| 9           | GENERAL GOVERNMENT SALES TAX | 4,479,036  | -           | 3,692,885              | 2,542,635  | (1,756,483)  | 786,151        | 4,479,036    |
| 10          | GENERAL                      | 10,061,657 | (163,070)   | 7,257,964              | 38,252,720 | (35,612,096) | 2,640,623      | 9,898,587    |
| 11          | CAPITAL OUTLAY RESERVE       | 741,201    | -           | 878,312                | 3,937      | (141,049)    | (137,112)      | 741,201      |
| 13          | STREET AND ALLEY FUND        | 1,616,368  | -           | 1,615,489              | 517,706    | (516,827)    | 879            | 1,616,368    |
| 14          | TECHNOLOGY FUND              | 405,522    | -           | 207,826                | 347,762    | (150,066)    | 197,696        | 405,522      |
| 15          | STREET LIGHT FEE             | 1,814,694  | -           | 1,874,909              | 546,653    | (606,868)    | (60,214)       | 1,814,694    |
| 16          | REIMBURSED PROJECTS          | 1,054,307  | -           | 1,247,928              | 135,813    | (329,433)    | (193,621)      | 1,054,307    |
| 17          | 29TH & DOUGLAS PROPERTY      | 290        | -           | 288                    | 2          | -            | 2              | 290          |
| 20          | MWC POLICE DEPARTMENT        | 8,186,293  | -           | 5,969,836              | 16,042,091 | (13,825,634) | 2,216,457      | 8,186,293    |
| 21          | POLICE CAPITALIZATION        | 1,226,855  | -           | 448,160                | 1,384,581  | (605,886)    | 778,695        | 1,226,855    |
| 25          | JUVENILE FUND                | 35,772     | -           | 27,943                 | 77,304     | (69,475)     | 7,829          | 35,772       |
| 30          | POLICE STATE SEIZURES        | 88,453     | -           | 72,260                 | 20,449     | (4,256)      | 16,193         | 88,453       |
| 31          | SPECIAL POLICE PROJECTS      | 87,926     | -           | 93,392                 | 6,669      | (12,135)     | (5,466)        | 87,926       |
| 33          | POLICE FEDERAL PROJECTS      | 48,462     | -           | 49,067                 | 99         | (705)        | (606)          | 48,462       |
| 34          | POLICE LAB FEE FUND          | 26,067     | -           | 23,424                 | 8,098      | (5,455)      | 2,643          | 26,067       |
| 35          | EMPLOYEE ACTIVITY FUND       | 24,671     | -           | 20,356                 | 10,170     | (5,855)      | 4,314          | 24,671       |
| 36          | JAIL                         | 149,033    | -           | 144,218                | 42,440     | (37,624)     | 4,816          | 149,033      |
| 37          | POLICE IMPOUND FEE           | 110,938    | -           | 109,036                | 42,316     | (40,414)     | 1,902          | 110,938      |
| 40          | MWC FIRE DEPARTMENT          | 5,703,915  | (4)         | 4,029,690              | 12,523,047 | (10,848,825) | 1,674,221      | 5,703,911    |
| 41          | FIRE CAPITALIZATION          | 1,361,611  | -           | 1,180,917              | 587,739    | (407,045)    | 180,694        | 1,361,611    |
| 45          | MWC WELCOME CENTER           | 318,745    | 2           | 353,512                | 142,631    | (177,396)    | (34,765)       | 318,747      |
| 46          | CONV / VISITORS BUREAU       | 261,885    | -           | 184,975                | 253,964    | (177,054)    | 76,910         | 261,885      |
| 50          | DRAINAGE TAX FUND            | -          | -           | -                      | -          | -            | -              | -            |
| 60          | CAPITAL DRAINAGE IMP         | 699,850    | -           | 614,336                | 431,402    | (345,888)    | 85,514         | 699,850      |
| 61          | STORM WATER QUALITY          | 1,157,299  | -           | 1,014,388              | 711,173    | (568,262)    | 142,911        | 1,157,299    |
| 65          | STREET TAX FUND              | 1,851,580  | -           | 1,840,981              | 478,881    | (468,282)    | 10,600         | 1,851,580    |
| 70          | EMERGENCY OPER FUND          | 818,521    | -           | 765,195                | 533,494    | (480,168)    | 53,326         | 818,521      |
| 75          | PUBLIC WORKS ADMIN           | 617,604    | -           | 647,055                | 983,283    | (1,012,733)  | (29,450)       | 617,604      |
| 80          | INTERSERVICE FUND            | 715,878    | -           | 638,120                | 2,410,028  | (2,332,269)  | 77,758         | 715,878      |
| 81          | SURPLUS PROPERTY             | 572,687    | (454,037)   | 108,739                | 49,385     | (39,474)     | 9,911          | 118,650      |
| 115         | ACTIVITY FUND                | 353,697    | (178)       | 351,549                | 71,482     | (69,512)     | 1,970          | 353,519      |
| 123         | PARK & RECREATION            | 682,181    | (199)       | 639,507                | 550,361    | (507,886)    | 42,475         | 681,982      |
| 141         | COMM. DEV. BLOCK GRANT       | 6,029      | -           | 6,029                  | 814,005    | (814,005)    | -              | 6,029        |
| 142         | GRANTS/HOUSING ACTIVITIES    | 170,446    | -           | 142,535                | 141,208    | (113,296)    | 27,912         | 170,446      |
| 143         | GRANT FUNDS                  | 6,467,137  | (6,407,137) | 60,000                 | 16,349,311 | (16,349,311) | -              | 60,000       |

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2021

(Unaudited)

| Fund Number | Fund Description             | Assets      | Liabilities   | 6/30/2020 Fund Balance | Revenues    | Expenditures  | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|-------------|---------------|------------------------|-------------|---------------|----------------|--------------|
| 157         | CAPITAL IMPROVEMENTS         | 2,446,149   | -             | 2,523,375              | 796,345     | (873,571)     | (77,226)       | 2,446,149    |
| 172         | CAP. WATER IMP-WALKER        | 1,668,348   | -             | 1,440,837              | 433,621     | (206,111)     | 227,510        | 1,668,348    |
| 178         | CONST LOAN PAYMENT REV       | 3,404,587   | (15,358)      | 2,876,857              | 671,286     | (158,913)     | 512,373        | 3,389,230    |
| 184         | SEWER BACKUP FUND            | 80,103      | -             | 83,771                 | 385         | (4,053)       | (3,667)        | 80,103       |
| 186         | SEWER CONSTRUCTION           | 5,396,702   | (175,000)     | 4,285,350              | 1,321,832   | (385,480)     | 936,351        | 5,221,702    |
| 187         | UTILITY SERVICES             | 463,018     | (924)         | 494,006                | 996,353     | (1,028,265)   | (31,912)       | 462,094      |
| 188         | CAP. SEWER IMP.-STROTH       | 730,614     | -             | 121,949                | 611,836     | (3,171)       | 608,665        | 730,614      |
| 189         | UTILITIES CAPITAL OUTLAY     | 2,204,668   | (96,635)      | 3,009,651              | 780,452     | (1,682,070)   | (901,618)      | 2,108,033    |
| 190         | MWC SANITATION DEPARTMENT    | 4,714,638   | -             | 3,020,287              | 6,901,900   | (5,207,549)   | 1,694,350      | 4,714,638    |
| 191         | MWC WATER DEPARTMENT         | 3,801,389   | -             | 2,749,260              | 6,391,926   | (5,339,797)   | 1,052,129      | 3,801,389    |
| 192         | MWC SEWER DEPARTMENT         | 2,654,998   | (148)         | 1,282,446              | 6,503,420   | (5,131,015)   | 1,372,405      | 2,654,850    |
| 193         | MWC UTILITIES AUTHORITY      | 951,664     | -             | 952,584                | 4,397       | (5,316)       | (920)          | 951,664      |
| 194         | DOWNTOWN REDEVELOPMENT       | 584,336     | (5,045)       | 2,364,928              | 7,967       | (1,793,605)   | (1,785,638)    | 579,291      |
| 195         | HOTEL/CONFERENCE CENTER      | 227,883     | (465,238)     | 86,188                 | 1,628,827   | (1,952,369)   | (323,543)      | (237,355)    |
| 196         | HOTEL 4% FF&E                | 726,368     | (75,874)      | 672,955                | 3,220,493   | (3,242,955)   | (22,461)       | 650,493      |
| 197         | JOHN CONRAD REGIONAL GOLF    | 338,360     | (144,574)     | 164,931                | 757,425     | (728,570)     | 28,855         | 193,787      |
| 201         | URBAN RENEWAL AUTHORITY      | 21,792      | -             | 81,862                 | 45,319      | (105,389)     | (60,071)       | 21,792       |
| 202         | RISK MANAGEMENT              | 1,299,850   | (37)          | 1,337,005              | 876,976     | (914,167)     | (37,191)       | 1,299,813    |
| 204         | WORKERS COMP                 | 3,741,179   | -             | 3,342,285              | 876,101     | (477,206)     | 398,894        | 3,741,179    |
| 220         | ANIMALS BEST FRIEND          | 69,505      | -             | 89,075                 | 23,499      | (43,069)      | (19,570)       | 69,505       |
| 225         | HOTEL MOTEL FUND             | -           | -             | -                      | 450,999     | (450,999)     | -              | -            |
| 230         | CUSTOMER DEPOSITS            | 1,552,121   | (1,552,121)   | -                      | 7,132       | (7,132)       | -              | -            |
| 235         | MUNICIPAL COURT              | 103,265     | (103,265)     | -                      | 411         | (411)         | -              | -            |
| 240         | L & H BENEFITS               | 1,478,469   | (43,587)      | 1,519,039              | 8,435,421   | (8,519,577)   | (84,157)       | 1,434,882    |
| 250         | CAPITAL IMP REV BOND         | 10,517,232  | (50,090,822)  | (40,099,398)           | 14,455,746  | (13,929,938)  | 525,808        | (39,573,590) |
| 269         | 2002 G.O. STREET BOND        | 316,633     | -             | 315,172                | 1,461       | -             | 1,461          | 316,633      |
| 270         | 2018 ELECTION G.O. BOND      | 21,488,853  | (346,899)     | 27,003,375             | 2,654,426   | (8,515,846)   | (5,861,421)    | 21,141,954   |
| 271         | 2018 G.O. BONDS PROPRIETARY  | 9,130,563   | (64,334)      | 10,686,758             | 131,519     | (1,752,047)   | (1,620,529)    | 9,066,229    |
| 310         | DISASTER RELIEF              | 9,106,738   | (185,573)     | 1,072,308              | 15,906,623  | (8,057,766)   | 7,848,858      | 8,921,165    |
| 340         | REVENUE BOND SINKING FUND    | -           | -             | -                      | 5,966,584   | (5,966,584)   | -              | -            |
| 350         | G. O. DEBT SERVICES          | 2,332,516   | -             | 1,877,552              | 3,472,910   | (3,017,946)   | 454,964        | 2,332,516    |
| 352         | SOONER ROSE TIF              | 1,124,907   | -             | 1,654,228              | 165,144     | (694,465)     | (529,321)      | 1,124,907    |
| 353         | ECONOMIC DEV AUTHORITY       | 54,189,039  | (50,246,345)  | 2,884,708              | 1,396,129   | (338,142)     | 1,057,987      | 3,942,695    |
| 425-9010    | MWC HOSP AUTH-COMP PRINCIPAL | 123,032,885 | (6,205,320)   | 93,145,527             | 25,669,068  | (1,987,029)   | 23,682,039     | 116,827,566  |
| 425-9020    | MWC HOSP AUTH-LOAN RESERVE   | 559,708     | (559,708)     | -                      | -           | -             | -              | -            |
| 425-9050    | MWC HOSP AUTH-DISCRETIONARY  | 19,129,914  | (3,867)       | 11,287,755             | 8,521,789   | (683,496)     | 7,838,293      | 19,126,047   |
| 425-9060    | MWC HOSP IN LIEU OF/ROR/MISC | 9,273,124   | -             | 8,746,405              | 1,153,882   | (627,161)     | 526,721        | 9,273,126    |
| 425-9080    | MWC HOSP AUTH GRANTS         | 152,847     | -             | 28,398                 | 501,038     | (376,590)     | 124,448        | 152,847      |
|             | TOTAL                        | 350,931,576 | (117,405,295) | 187,412,245            | 218,753,477 | (172,639,438) | 46,114,038     | 233,526,284  |



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, expenditures/Transfers Out (00) \$860,294. Police Fund, revenue/Transfers In (00) \$235,368. Fire Fund, revenue/Transfers In (00) \$279,926. General Fund, expenditures/Swimming Pools (19) \$23,000. Urban Renewal Authority, expenditures/Urban Renewal (93) \$98. L & H Benefits Fund, expenditures/Personnel Department (03) \$200,000. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$270,000. Capital Improvements Fund, revenue/Transfers In (00) \$60,000. Fire Capitalization Fund, expenditures/Transfers Out (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$136,094; expenditures/Fire Dept (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Intergovernmental (06) \$1,030,000; expenditures/Park & Recreation (06) \$1,030,000.

The first through third supplements are needed to budget the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 20-21 expenditures. The fourth through sixth supplements are needed to budget for the expenditures to end FY 20-21. The seventh and eighth supplements are needed to budget for the transfers in and transfers out from the Sales Tax Capital Improvement that are directly related to sales & use tax to end FY 20-21 expenditures. The ninth and tenth supplements are needed to budget for the transfer out of Fund 041 to Fund 270 to cover the additional expenditures for FS1/HQ Remodel project 6419G6. The eleventh supplement is to budget for the Phase 4 GO Bond revenues & expenditures for Soccer Renovation project 0619G3.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director



## SUPPLEMENTS

**June 22, 2021**

| Fund<br>GENERAL (010) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|-----------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                       |                        | 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 Out          |  |                 | 860,294               |                 |
|                       |                        | <u>0</u>                                       | <u>0</u>        | <u>860,294</u>        | <u>0</u>        |

**Explanation:**  
This supplement is to budget the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 20-21 expenditures.

| Fund<br>POLICE (020) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|----------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                      |                        | 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           | 235,368  |                 |                       |                 |
|                      |                        | <u>235,368</u>                                 | <u>0</u>        | <u>0</u>              | <u>0</u>        |

**Explanation:**  
This supplement is to budget the transfer in from General Fund/Share of Revenue to the Police to end FY 20-21 expenditures.

| Fund<br>FIRE (040) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                    |                        | 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           | 279,926  |                 |                       |                 |
|                    |                        | <u>279,926</u>                                 | <u>0</u>        | <u>0</u>              | <u>0</u>        |

**Explanation:**  
This supplement is to budget the transfer in from General Fund/Share of Revenue to the Fire to end FY 20-21 expenditures.

| Fund<br>GENERAL (010) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|-----------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                       |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>    | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 19                    | Swimming Pools         |  |                 | 23,000                |                 |
|                       |                        | <u>0</u>                                       | <u>0</u>        | <u>23,000</u>         | <u>0</u>        |

**Explanation:**  
This supplement is to budget for the expenditures to end FY 20-21. Funding to come from fund balance.

## SUPPLEMENTS

**June 22, 2021**

| Fund<br>URBAN RENEWAL AUTHORITY (201)  |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--|------------------------|--|-----------------|-----------------------|-----------------|
|  |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>   | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 93   | Urban Renewal          |  |                 | 98                    |                 |
|  |                        | <u>0</u>                                       | <u>0</u>        | <u>98</u>             | <u>0</u>        |
| <b>Explanation:</b><br>This supplement is to budget for the expenditures to end FY 20-21. Funding to come from fund balance. |                        |  |                 |                       |                 |

| Fund<br>L & H BENEFITS (240)   |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--|------------------------|--|-----------------|-----------------------|-----------------|
|  |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>   | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 03   | Personnel Department   |  |                 | 200,000               |                 |
|  |                        | <u>0</u>                                       | <u>0</u>        | <u>200,000</u>        | <u>0</u>        |
| <b>Explanation:</b><br>This supplement is to budget for the expenditures to end FY 20-21. Funding to come from fund balance. |                        |  |                 |                       |                 |

| Fund<br>SALES TAX CAPITAL IMPROV. (340)  |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--|------------------------|--|-----------------|-----------------------|-----------------|
|  |                        | 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 Out          |  |                 | 270,000               |                 |
|  |                        | <u>0</u>                                       | <u>0</u>        | <u>270,000</u>        | <u>0</u>        |
| <b>Explanation:</b><br>This supplement is to budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 20-21 expenditures. |                        |  |                 |                       |                 |

| Fund<br>CAPITAL IMPROVEMENTS (157)   |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--|------------------------|--|-----------------|-----------------------|-----------------|
|  |                        | 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           | 60,000   |                 |                       |                 |
|  |                        | <u>60,000</u>                                  | <u>0</u>        | <u>0</u>              | <u>0</u>        |
| <b>Explanation:</b><br>This supplement is to budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 20-21 expenditures. |                        |  |                 |                       |                 |

## SUPPLEMENTS

**June 22, 2021**

| Fund<br>FIRE CAPITALIZATION (041) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|-----------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                   |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 64                                | Transfers Out          |  |                 | 136,094               |                 |
|                                   |                        | <u>0</u>                                       | <u>0</u>        | <u>136,094</u>        | <u>0</u>        |

**Explanation:**  
This supplement is to budget for the transfer out of Fund 041 to Fund 270 to cover the additional expenditures for FS1/HQ Remodel project 6419G6. Funding to come from fund balance.

| Fund<br>2018 ELECTION GO BONDS (270) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                      |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                   | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 64                                   | Transfers In           | 136,094  |                 |                       |                 |
| 64                                   | Fire Dept              |  |                 | 136,094               |                 |
|                                      |                        | <u>136,094</u>                                 | <u>0</u>        | <u>136,094</u>        | <u>0</u>        |

**Explanation:**  
This supplement is to budget for the transfer in from Fund 041 to cover the additional expenditures for FS1/HQ Remodel project 6419G6.

| Fund<br>2018 ELECTION GO BONDS (270) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                      |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                   | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 06                                   | Intergovernmental      | 1,030,000                                      |                 |                       |                 |
| 06                                   | Park & Recreation      |  |                 | 1,030,000             |                 |
|                                      |                        | <u>1,030,000</u>                               | <u>0</u>        | <u>1,030,000</u>      | <u>0</u>        |

**Explanation:**  
This supplement is to budget for the Phase 4 GO Bond revenues & expenditures for Soccer Renovation project 0619G3.



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
tcromar@midwestcity.org  
Office: 405-739-1245  
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of approving the cancellation of uncashed checks from 2015 to 2017.

Staff has attempted to contact claimants for outstanding checks from 2015 to 2017 through phone calls, certified mail and placing multiple ads in the paper. We request your approval to cancel these checks thus returning the monies to the originating funds. The checks total \$675.48.

Tiatia Cromar  
Finance Director

| CHECK NO | VENDOR NO | VENDOR NAME                | CHECK DATE | CHECK AMOUNT | BANK CODE |
|----------|-----------|----------------------------|------------|--------------|-----------|
| 267555   | 10154     | MIDWEST CITY BEACON        | 03/26/2015 | 20.00        | 00        |
| 270054   | 8888      | Bryce Johnson              | 06/04/2015 | 20.00        | 00        |
| 275022   | 8888      | Carol McKey                | 10/01/2015 | 30.00        | 00        |
| 279058   | 10672     | KYLE SJAFIROEDDIN          | 01/15/2016 | 33.01        | 00        |
| 279316   | 6220      | MICHAEL STEVENS HEAT & AIR | 01/21/2016 | 225.00       | 00        |
| 285187   | 8888      | Michelle Hester            | 06/30/2016 | 20.00        | 00        |
| 285237   | 843       | OKLAHOMA NATURAL GAS       | 06/30/2016 | 137.72       | 00        |
| 286893   | 5838      | STEVE FRANKS' HEAT & AIR   | 08/11/2016 | 135.00       | 00        |
| 296823   | 9999999   | SANDY HENRY                | 05/11/2017 | 19.75        | 00        |
| 297438   | 3995      | 72 FORCE SUPPORT SQUADRON  | 06/01/2017 | 20.00        | 00        |
| 304734   | 44444     | Roderick Kohl              | 12/21/2017 | 15.00        | 00        |

Total \$675.48



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

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Troy Bradley, Human Resources Director

**DATE:** June 22, 2021

**RE:** Discussion and consideration of adopting, including any possible amendment, 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.

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This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of May 2021 which is the eleventh (11) period of the FY 2020/2021.

Troy Bradley, Human Resources Director

| <b>FISCAL YEAR 2020-2021</b>          | <b>Jul-20</b> | <b>Aug-20</b> | <b>Sep-20</b> | <b>Oct-20</b> | <b>Nov-20</b> | <b>Dec-20</b> | <b>Jan-21</b> | <b>Feb-21</b> | <b>Mar-21</b> | <b>Apr-21</b> | <b>May-21</b> | <b>Jun-21</b> |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>PLAN INCOME</b>                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Projected Budgeted (MTD)              | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       | 729,416       |
| Actual (MTD)                          | 662,819       | 704,904       | 753,466       | 689,432       | 1,065,534     | 727,062       | 722,415       | 729,187       | 750,261       | 791,934       | 845,640       |               |
| Projected Budgeted (YTD)              | 729,416       | 1,458,832     | 2,188,248     | 2,917,664     | 3,647,080     | 4,376,496     | 5,105,912     | 5,835,328     | 6,564,744     | 7,294,160     | 8,023,576     | 8,752,992     |
| Actual (YTD)                          | 662,819       | 1,367,723     | 2,121,189     | 2,810,621     | 3,876,155     | 4,603,217     | 5,325,632     | 6,054,819     | 6,805,080     | 7,597,014     | 8,442,654     |               |
|                                       |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>PLAN CLAIMS/ADMIN COSTS</b>        | <b>Jul-20</b> | <b>Aug-20</b> | <b>Sep-20</b> | <b>Oct-20</b> | <b>Nov-20</b> | <b>Dec-20</b> | <b>Jan-21</b> | <b>Feb-21</b> | <b>Mar-21</b> | <b>Apr-21</b> | <b>May-21</b> | <b>Jun-21</b> |
| Projected Budgeted (MTD)              | 691,492       | 864,366       | 691,492       | 691,492       | 864,366       | 691,492       | 691,492       | 691,492       | 864,366       | 691,492       | 864,366       | 691,492       |
| Actual (MTD)                          | 548,997       | 965,005       | 927,589       | 766,622       | 859,038       | 854,726       | 841,941       | 740,186       | 683,500       | 641,347       | 697,144       |               |
| Projected Budgeted (YTD)              | 691,492       | 1,555,858     | 2,247,350     | 2,938,842     | 3,803,208     | 4,494,700     | 5,186,192     | 5,877,684     | 6,742,050     | 7,433,542     | 8,297,908     | 8,989,400     |
| Actual (YTD)                          | 548,997       | 1,514,002     | 2,441,591     | 3,208,213     | 4,067,251     | 4,921,977     | 5,763,918     | 6,504,104     | 7,187,604     | 7,828,951     | 8,526,095     |               |
|                                       |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>EXCESS INCOME vs. EXPENDITURES</b> | <b>Jul-20</b> | <b>Aug-20</b> | <b>Sep-20</b> | <b>Oct-20</b> | <b>Nov-20</b> | <b>Dec-20</b> | <b>Jan-21</b> | <b>Feb-21</b> | <b>Mar-21</b> | <b>Apr-21</b> | <b>May-21</b> | <b>Jun-21</b> |
| Projected Budgeted (MTD)              | 37,924        | -134,950      | 37,924        | 37,924        | -134,950      | 37,924        | 37,924        | 37,924        | -134,950      | 37,924        | -134,950      | 37,924        |
| Actual (MTD)                          | 113,822       | -260,101      | -174,123      | -77,190       | 206,496       | -127,664      | -119,526      | -10,999       | 66,761        | 150,587       | 148,496       | 0             |
| Projected Budgeted (YTD)              | 37,924        | -97,026       | -59,102       | -21,178       | -156,128      | -118,204      | -80,280       | -42,356       | -177,306      | -139,382      | -274,332      | -236,408      |
| Actual (YTD)                          | 113,822       | -146,279      | -320,402      | -397,592      | -191,096      | -318,760      | -438,286      | -449,285      | -382,524      | -231,937      | -83,441       | 0             |
|                                       |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>FISCAL YEAR 2019-2020</b>          | <b>Jul-19</b> | <b>Aug-19</b> | <b>Sep-19</b> | <b>Oct-19</b> | <b>Nov-19</b> | <b>Dec-19</b> | <b>Jan-20</b> | <b>Feb-20</b> | <b>Mar-20</b> | <b>Apr-20</b> | <b>May-20</b> | <b>Jun-20</b> |
| <b>PLAN INCOME</b>                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Projected Budgeted (MTD)              | 674,837       | 674,837       | 674,837       | 674,837       | 674,837       | 674,837       | 674,837       | 674,837       | 674,837       | 674,836       | 674,836       | 674,836       |
| Actual (MTD)                          | 627,213       | 652,720       | 650,545       | 655,169       | 734,359       | 715,169       | 723,236       | 970,288       | 715,536       | 649,274       | 675,554       | 732,160       |
| Projected Budgeted (YTD)              | 674,837       | 1,349,674     | 2,024,511     | 2,699,348     | 3,374,185     | 4,049,022     | 4,723,859     | 5,398,696     | 6,073,533     | 6,748,369     | 7,423,205     | 8,098,041     |
| Actual (YTD)                          | 627,213       | 1,279,933     | 1,930,478     | 2,585,647     | 3,320,007     | 4,035,176     | 4,758,412     | 5,728,700     | 6,444,236     | 7,093,510     | 7,769,064     | 8,501,224     |
|                                       |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>PLAN CLAIMS/ADMIN COSTS</b>        | <b>Jul-19</b> | <b>Aug-19</b> | <b>Sep-19</b> | <b>Oct-19</b> | <b>Nov-19</b> | <b>Dec-19</b> | <b>Jan-20</b> | <b>Feb-20</b> | <b>Mar-20</b> | <b>Apr-20</b> | <b>May-20</b> | <b>Jun-20</b> |
| Projected Budgeted (MTD)              | 727,655       | 640,699       | 727,655       | 640,699       | 640,699       | 727,655       | 640,699       | 640,699       | 727,655       | 640,698       | 640,698       | 640,698       |
| Actual (MTD)                          | 646,453       | 673,397       | 845,354       | 678,761       | 893,068       | 996,518       | 825,669       | 776,712       | 849,727       | 629,694       | 538,458       | 736,771       |
| Projected Budgeted (YTD)              | 727,655       | 1,368,354     | 2,096,009     | 2,736,708     | 3,377,407     | 4,105,062     | 4,745,761     | 5,386,460     | 6,114,115     | 6,754,813     | 7,395,511     | 8,036,209     |
| Actual (YTD)                          | 646,453       | 1,319,850     | 2,165,204     | 2,843,965     | 3,737,033     | 4,733,551     | 5,559,220     | 6,335,932     | 7,185,659     | 7,815,353     | 8,353,811     | 9,090,582     |
|                                       |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>EXCESS INCOME vs. EXPENDITURES</b> | <b>Jul-19</b> | <b>Aug-19</b> | <b>Sep-19</b> | <b>Oct-19</b> | <b>Nov-19</b> | <b>Dec-19</b> | <b>Jan-20</b> | <b>Feb-20</b> | <b>Mar-20</b> | <b>Apr-20</b> | <b>May-20</b> | <b>Jun-20</b> |
| Projected Budgeted (MTD)              | -52,818       | 34,138        | -52,818       | 34,138        | 34,138        | -52,818       | 34,138        | 34,138        | -52,818       | 34,138        | 34,138        | 34,138        |
| Actual (MTD)                          | -19,240       | -20,677       | -194,809      | -23,592       | -158,708      | -281,349      | -102,433      | 193,576       | -134,191      | 19,580        | 137,096       | -4,611        |
| Projected Budgeted (YTD)              | -52,818       | -18,680       | -71,498       | -37,360       | -3,222        | -56,040       | -21,902       | 12,236        | -40,582       | -6,444        | 27,694        | 61,832        |
| Actual (YTD)                          | -19,240       | -39,917       | -234,726      | -258,318      | -417,026      | -698,375      | -800,808      | -607,232      | -741,423      | -721,843      | -584,747      | -589,358      |

Please note that, beginning Nov-20, the Plan Income Actual amounts include estimated prescription rebates accrued per month, with Nov-20 reporting estimates for July-November 2020.

May 11/FY 2021: \$1,434,557  
 May 11/FY 2020: \$1,522,588  
 May 11/FY 2019: \$2,135,874  
 May 11/FY 2018: \$2,180,994

\*\* HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID\*\*\*



**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 22, 2021

**RE:** Discussion and consideration of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for the 2021-2022 fiscal year for the amount of \$42,000 per year. (Risk Manager – L. Smithson)

---

There are no changes from the current contract and the proposed contract.

Attached is a copy of the administrative services agreement with Consolidated Benefits Resources to provide claims services to the City of Midwest City's self-insured workers compensation, and general liability program for the 2021-2022 fiscal year.

Staff recommends approval.

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

Lynn Smithson  
Risk Manager



# SERVICE CONTRACT

This contract is made effective July 1, 2021 between The City of Midwest City (MWC) and Two Oaks Investments, LLC, dba Consolidated Benefits Resources (CBR).

MWC desires to retain CBR to provide services for workers' compensation claims administration.

CBR conducts and operates a claims management program for the investigation, processing, accounting and payment of workers' compensation claims under the Oklahoma Workers' Compensation Code and/or the Administrative Workers' Compensation Act.

## Section A: Agreements

### *CBR Agrees To:*

1. Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
2. Compliance with MWC's claim requests during the life of the contract.
3. Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
4. Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
5. Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
6. Attend scheduled meetings with representatives of MWC to review and discuss claims and loss prevention strategies.
7. Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
8. Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
9. Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
10. Develop work related injury claim files after receipt of the First Notice of Injury.
11. During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
12. Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

13. Maintain insurance coverage which reflects the following:
  - a. Statutory workers' compensation
  - b. \$1 million errors and omissions
  - c. \$500,000 fidelity bond or employee dishonesty policy
  - d. \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
14. Assign Medical Case Managers on serious injuries when such professional management dictates.
15. Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
16. Process all bills for payment and notify adverse party as to the amount of the claim.
17. Aid in protecting the subrogation rights of MWC.
18. Coordinate Legal defense with outside attorney selected by MWC.
19. Coordinate Excess Insurance filings for MWC with their approved agent. These filings include file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to MWC.
20. Submit data pursuant to Medicare Section 111 on behalf of MWC.
21. Submit applicable data to the Insurance Services Office on behalf of MWC.
22. Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of MWC.
23. Make recommendations for settlement of claims.

*MWC Agrees To:*

24. Establish a Bank Account for CBR to access to pay claims and related expenses, and keep it adequately funded. CBR will provide check registers each week.
25. Submit First Reports of Injury to CBR as soon as practicable, preferably within 24 hours of injury.
26. Provide member contacts for workers' compensation coordination.
27. Timely pay all Service Fee invoices.
28. Assist in obtaining all necessary documents, files, records, etc. from agents, previous vendors, etc. needed for transfer of claims and claims data from previous TPA to CBR.

## Section B: Service Fees

In consideration of the services outlined in this contract, the service fees will be as follows:

1. CBR will charge a fee of \$3,500.00 per month.
2. CBR fronts the Electronic Data Interchange (EDI) fees payable to the vendor who provides these to the State of Oklahoma when an electronic document is submitted to the State. CBR will reimburse itself by charging the claim back \$2 for each Accepted Transaction, from the claim's allocated Loss Adjustment Expenses.
3. If MWC approves, and CBR must do extensive work relating to Section 111 reporting or conditional payment defense involving the Centers for Medicare and Medicaid Services (CMS) on behalf of MWC, CBR will charge an hourly fee of \$100 per hour.

## Section C: Terms and Cancellation Rights

1. The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.
2. The term of this contract shall remain in force and effect for a period from July 1, 2021 through June 30, 2022 subject to the cancellation right in this paragraph. The contract can be renewed at the same service fee of \$3,500.00 per month for additional contract periods. Parties shall provide 60 days' notice of intent not to renew prior to end of contract periods to other party.
3. In the event MWC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.
4. In the event MWC deems that CBR is not performing its services in the industry's usual and customary manner, MWC will give CBR written notice by certified mail specifying the way MWC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, MWC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to MWC if MWC fails to perform any material obligation under this Contract and MWC fails to correct defects of their performance obligations.
5. Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.
6. This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.
7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
8. This Contract may not be assigned by CBR without the express written approval of MWC.
9. All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of MWC and shall be available for inspection or audit by MWC at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to MWC or its designee.

Official notice may be served in writing as follows:

Matthew Dukes II, Mayor  
City of Midwest City  
100 N Midwest Blvd  
Midwest City, OK 73110

Consolidated Benefits Resources  
Attn: Richard M. Fisher, President  
11600 N Broadway Extension Ste 280  
Oklahoma City, OK 73114

**Section D: Signatures**

This contract is offered for execution jointly by MWC and CBR.

**City of Midwest City**

By \_\_\_\_\_  
Matthew Dukes II, Mayor

\_\_\_\_\_  
Date

**Consolidated Benefits Resources (CBR)**

By Richard M Fisher  
Richard M. Fisher

6-8-2021  
Date



**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / Fax: 405.869.8616

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

**DATE:** June 22, 2021

**RE:** Discussion and consideration of renewing excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's general liability self-insurance plan for the 2021-2022 fiscal year at an annual cost of \$125,975 for a self-insured retention of \$250,000 per occurrence.

---

Attached is a public entity excess liability insurance proposal with States Self-Insurers Risk Retention Group for the City of Midwest City's general liability self-insurance plan for the 2021-2022 fiscal year. The self-insured retention for the City is \$250,000 per occurrence.

Staff recommends approval.

---

Lynn Smithson  
Risk Manager



**INSURANCE PROPOSAL**

|  |  |
|--|--|
| <b>To:</b> City of Midwest City<br>100 N Midwest Blvd<br>Midwest Ci OK 73110<br><b>Attn:</b> Lynn Smithson | <b>From:</b> Jay Mathiason, CPCU<br>States Self-Insurers Risk Ret. Grp.<br>222 S Ninth St Suite 2700<br>Minneapolis, MN 55402-3332 |
| <b>Proposal For:</b><br>City of Midwest City   | <b>Proposal Expires On:</b><br>7/1/2021  |

Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.

**ONE YEAR PROPOSAL**

**OPTION 1**

| Company Limits   | Self-Insured Retention Limit | PREMIUM   | TRIA    | TOTAL     |
|------------------|------------------------------|-----------|---------|-----------|
| \$2,000,000 /Occ | \$250,000 /Occ               | \$122,306 | \$3,669 | \$125,975 |
| \$4,000,000 /Agg |                              |           |         |           |

**OPTION 2**

| Company Limits | Self-Insured Retention Limit | PREMIUM | TRIA | TOTAL |
|----------------|------------------------------|---------|------|-------|
| \$0 /Occ       | \$0 /Occ                     | \$0     | \$0  | \$0   |
| \$0 /Agg       |                              |         |      |       |

**OPTION 3**

| Company Limits | Self-Insured Retention Limit | PREMIUM | TRIA | TOTAL |
|----------------|------------------------------|---------|------|-------|
| \$0 /Occ       | \$0 /Occ                     | \$0     | \$0  | \$0   |
| \$0 /Agg       |                              |         |      |       |

**OPTION 4**


| Company Limits | Self-Insured Retention Limit | PREMIUM | TRIA | TOTAL |
|----------------|------------------------------|---------|------|-------|
| \$0 /Occ       | \$0 /Occ                     | \$0     | \$0  | \$0   |
| \$0 /Agg       |                              |         |      |       |

**SPECIAL TERMS AND CONDITIONS**

**Occurrence Policy Form**

- ⇒ The quoted premium is net of commission.
- ⇒ All premiums are due at the inception date of the policy.
- ⇒ Premiums will be annually rerated to reflect experience and exposure.
- ⇒ TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply.
- ⇒ Auto Exclusion
- ⇒ Obligation to resolve claims
- ⇒ Cyber Liability Exclusion
- ⇒ Exclusion Communicable Disease
- ⇒
- ⇒ \*\*\*\* Law Enforcement Supplemental Application needs to be completed before binding
- ⇒
- ⇒
- ⇒

\*\*\*Please see attached for any additional terms and conditions.

|  |                           |
|--|---------------------------|
| <br>_____<br>Signed | 5/6/2021<br>_____<br>Date |
|--|---------------------------|



**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

**DATE:** June 22, 2021

**RE:** Discussion and consideration of renewing excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2021-2022 fiscal year at an annual cost of \$161,980 for self-insured retention of \$450,000 per claim for all employees.

---

There are no changes from the current policy and the proposed policy.

Attached is the excess workers' compensation proposal from Safety National for the City's workers' compensation self-insurance plan for the 2021-2022 fiscal year.

Staff recommends approval.

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

Lynn Smithson  
Risk Manager

# City of Midwest City

## Renewal Proposal

### Excess Worker's Compensation Midwest Employers Casualty

| <b>Renewal Comparision</b>        |                              |                              |
|-----------------------------------|------------------------------|------------------------------|
|                                   | <u>07/01/2020-07/01/2021</u> | <u>07/01/2021-07/01/2022</u> |
| Specific & EL Retention           | \$450,000                    | \$450,000                    |
| Specific & EL Retention - 7710    | \$450,000                    | \$450,000                    |
| Specific & EL Retention - 7720    | \$450,000                    | \$450,000                    |
| Aggregate Limit                   | \$1,000,000                  | \$1,000,000                  |
| Estimated Aggregate Retention     | \$2,917,182                  | \$2,715,448                  |
| Minimum Aggregate Retention       | \$2,917,182                  | \$2,715,448                  |
| Estimated Policy Period Premium   | \$160,649                    | \$161,980                    |
| Premium rate per \$100 of Payroll | 0.4653                       | 0.4653                       |
|                                   | <b>Estimated Payroll</b>     | <b>Estimated Payroll</b>     |
|                                   | <b>2020-2021</b>             | <b>2021-2022</b>             |
|                                   | <b>34,525,832</b>            | <b>34,811,967</b>            |





**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 22, 2021

RE: Discussion and consideration of renewing a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$295,352 and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of \$145,480 for fiscal year 2021-2022.

---

There are no changes from the current policy and the proposed policy.

Attached is the declaration page for the property policy for the City of Midwest City.

This fiscal year the City is insuring just shy of \$193 million in buildings and contents. This is a rate of \$.15 cents per hundred dollars of value for all scheduled property.

Also attached is the declaration page for the auto and equipment physical damage, and auto liability policy.

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

Staff recommends approval.

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

Lynn Smithson  
Risk Manager



**Municipal Property Protection Plan  
 Declarations Page**

1. PLAN MEMBER: **City of Midwest City** AGREEMENT NUMBER: **PRO140049904**  
 Mailing Address: 100 N. Midwest Blvd.  
 Midwest City, Oklahoma 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
 From 7/1/2021 to 7/1/2022

3. The Plan Member is a(n) Municipality

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE PREMIUM

COMMERCIAL PROPERTY COVERAGE

|  |                      |           |
|--|----------------------|-----------|
| Buildings and Business Personal Property, per schedule | Limit: \$196,395,889 | \$276,423 |
| Mobile Equipment, per schedule                         | Limit: \$            | \$        |
| Leased/Rented Equipment                                | Limit: \$            | \$        |
| Miscellaneous Equipment, per schedule                  | Limit: \$            | \$        |
| Fine Arts, per schedule                                | Limit: \$273,300     | \$1,640   |

EXCESS COVERAGE

|  |                            |                          |          |
|--|----------------------------|--------------------------|----------|
| Business Income                                  | \$4,725,000 per occurrence | \$4,725,000 per location | \$11,813 |
| Accounts Receivable                              | \$75,000 on premises       | \$85,000 off premises    | \$188    |
| Valuable Papers                                  | \$75,000 on premises       | \$85,000 off premises    | \$188    |
| Theft/Disapp/ Destr                              | inside                     | outside                  | \$       |
| Earth Movement (Subject to \$100,000 Deductible) | Excess Limit: \$10,000,000 |                          | \$5,100  |

EQUIPMENT BREAKDOWN COVERAGE

|   |          |
|---|----------|
| Excluding Electrical Power Generating Equipment, per schedule | Included |
| Including Electrical Power Generating Equipment, per schedule | Excluded |

TOTAL PREMIUM \$295,352

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

*Jonathan D. Woods*

OMAG Representative

Issue Date: **May 11, 2021**



## Municipal Property Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

|                                    |
|------------------------------------|
| Midwest City Municipal Auth. Trust |
|------------------------------------|

### SCHEDULE OF FORMS

A. Property  
Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown  
Equipment Breakdown  
Declarations  
Equipment Breakdown Insuring  
Agreement Form  
General Conditions  
Equipment Breakdown Coverage  
Form  
Exclusion of Certain Computer-  
Related Losses



## Municipal Property Protection Plan

### Equipment Breakdown

Coverages

Limits

|                            |   |
|----------------------------|---|
| Equipment Breakdown Limit  | \$196,395,889, not to exceed<br>\$25,000,000 per occurrence |
| Property Damage            | Included  |
| Business Income ***        | \$200,000   |
| Contingent Business Income | \$25,000  |
| Extra Expense ***          | Combined with Business Income                               |
| Service Interruption ***   | Combined with Business Income                               |
| Perishable Goods ***       | \$100,000   |
| Ordinance & Law            | \$25,000  |
| Demolition and ICC         | \$250,000   |
| Expediting Expenses        | \$250,000   |
| Hazardous Substances       | \$250,000   |
| CFC Refrigerants           | \$250,000   |
| Newly Acquired Locations   | \$500,000   |
| Data Restoration           | \$100,000   |
| Sanitary Sewer Overflow    | \$25,000 per occurrence/<br>\$100,000 per aggregate         |

Coverages

Deductibles

|          |          |
|----------|----------|
| Combined | \$10,000 |
|----------|----------|

Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

\*\*\* Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. \*\*\*



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

### Municipal Property Protection Plan

City/Town: **City of Midwest City**

AGREEMENT NUMBER: **PRO140049904**

Mortgagee, Loss Payee and/or Additional Interest Schedule

---

Starwood Hotels & Resorts Worldwide, Marsha Code:okcms  
P.O. Box 140528  
Kansas City, MO 64114

**Certificate Category**  
Certificate Holder

---

Dept. of Air Force National Museum  
1100 Spatz St  
Wright-Patterson Afb, OH 45433-7102

**Certificate Category**  
Certificate Holder

---

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

**Certificate Category**  
Certificate Holder

---

Bank of Oklahoma Corporate Trust  
499 West Sheridan Suite 2600  
Oklahoma City, OK 73102

**Certificate Category**  
Loss Payee

---



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 405.657.1400 • 800.234.9461 • FAX 405.657.1401

**Municipal Liability Protection Plan  
 Declarations Page**

1. PLAN MEMBER: **City of Midwest City** AGREEMENT NUMBER: **GLA140053104**  
 Mailing Address: 100 N. Midwest Blvd.  
 Midwest City, Oklahoma 73110
2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
 From 7/1/2021 to 7/1/2022
3. The Plan Member is a(n) Municipality
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE PREMIUM  
 GENERAL LIABILITY (PARTS I, IV, V, AND VI)

- |                         |                                 |                                  |
|-------------------------|---------------------------------|----------------------------------|
| A. Bodily Injury        | B. Property Damage              | \$                               |
| C. Personal Injury      | D. Errors and Omissions         | <u>Coverages A,B,C,D,I,J,K,L</u> |
| I. Pollution Damage     | J. Defense Reimbursement        |                                  |
| K. Cyber/Data Breach    | L. Uncovered Employment Defense |                                  |
| [ ] Prior Acts Coverage |                                 | \$                               |

- AUTOMOBILE LIABILITY (PART II)
- |  |                            |
|--|----------------------------|
| E. Bodily and Personal Injury F. Property Damage | \$56,429                   |
|  | <u>Coverages E,F</u>       |
| [X] Hired and Non-owned Automobile Coverage      | \$142                      |
|  | <u>Hired and Non-owned</u> |

- AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)
- |   |                      |                                   |
|---|----------------------|-----------------------------------|
| G. Automobile Physical Damage                         | \$78,536             |                                   |
| 1. Comprehensive                                      | } Per Fleet Schedule | <u>Coverages G</u>                |
| 2. Specified Perils                                   |                      |                                   |
| 3. Collision  |                      |                                   |
| [X] Hired Auto Physical Damage Limit: \$150,000       | \$                   | <u>Hired Auto Physical Damage</u> |
| H. Equipment Physical Damage – Per equipment schedule |                      |                                   |
| [X] Mobile Equipment                                  | \$3,255              |                                   |
| [X] Auto/Misc. Equipment Blanket Limit: \$4,915,487   | \$6,488              |                                   |
| [X] Mobile Equipment Leased/Rented Limit: \$360,000   | \$630                |                                   |
|   |                      | <u>Coverages H</u>                |

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L  
 Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:  
 \$25,000 Each Property Damage Loss Per Occurrence, including Fire Legal  
 \$125,000 Each Other Loss Per Occurrence  
 \$1,000,000 Aggregate Per Occurrence  
 Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:  
 \$10,000 Medical Payments for Volunteers Per Loss  
 \$1,000,000 Each Other Loss Per Occurrence \$145,480  
 Cyber Coverage: See Limits on Cyber/Data Breach Declarations Page Total Premium  
 Annual Aggregate: \$2,000,000 Coverages C,D  
 \$10,000 Coverage J (This is not an invoice.)

6. DEDUCTIBLES  
 Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the Deductible of C & D.  
 Coverages C,D: Per Occurrence  
 Coverages G,H: Per Schedule of Endorsement  
 Coverage I: \$1,000 Per Pollution Incident  
 Coverage J: \$5,000 SIR  
 Coverage K: Per Applicable Cyber/Data Breach Deductible

7. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.

*Amathum D. Woods*

OMAG Representative

Issue Date: May 11, 2021



3650 S. Boulevard • Edmond, OK 73013 • [omag.org](http://omag.org)  
405.657.1400 • 800.234.9461 • FAX 405.657.1401  
Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

Midwest City Municipal Auth. Trust



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401  
Municipal Liability Protection Plan

City/Town: City of Midwest City

Mortgagee, Loss Payee and/or Additional Interest Schedule

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Warren Cat/ Okc  
4501 W. Reno Ave.  
Oklahoma City, OK 73127

**Certificate Category**

Loss Payee

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Bank of Oklahoma Corporate Trust  
499 West Sheridan Suite 2600  
Oklahoma City, OK 73102

**Certificate Category**

Loss Payee

---





**City Manager**  
100 N. Midwest Blvd.  
Midwest City, Ok 73110  
Office: 405.739.1201  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and City Council Members

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in an amount not to exceed \$50,000 for fiscal year 2021-22.

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Mid-Del Youth and Family Center, Inc. (Mid-Del) has provided the above services, with a priority given to the City, for decades and the City has provided support through facilities and payments. Mid-Del is no longer leasing property from the City but is still in need of the \$50,000 from the City.

Staff recommends approval.

Respectfully,

  
\_\_\_\_\_  
Tim Lyon, City Manager

MUTUAL AGREEMENT  
By AND BETWEEN THE CITY OF MIDWEST CITY AND  
MID-DEL YOUTH AND FAMILY CENTER, INC.

This Mutual Agreement (the "Agreement") is entered into between the City of Midwest City (the "City"), and the Mid-Del Youth and Family Center, Inc. (the "Center") and shall be effective July 1, 2021 through June 30, 2022 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.

Whereas, in consideration of this agreement, the City agrees to pay a sum of \$50,000 to the Center with \$25,000 to be paid, upon invoice from the Center, at the beginning of the fiscal year 2021-22 and the second \$25,000 to be paid, upon invoice from the Center, midway through fiscal year 2021-22; and

Whereas, the Center shall furnish to the City the services listed as follows: Emergency youth shelter and counseling; a Juvenile Diversionary program; offer training/consultation and community education along with a Domestic Violence Advocacy/Counseling program; and

Whereas, the Center shall give priority to the City for crisis intervention, information/referral services and Substance Abuse Education 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 the Center agrees no claim shall be made to the City for providing said services; and

Whereas, this agreement may be terminated by either party 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; and

Whereas, 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.

Pass and approved by the Center, this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
Executive Director, Darla Cheek

\_\_\_\_\_  
Director of the Board, Steve Ditto

Pass and approved by the City this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
City Clerk, Sara Hancock

\_\_\_\_\_  
Mayor, Matthew D. Dukes II

Reviewed as to form and legality.

\_\_\_\_\_  
City Attorney, Don Maisch



**Animal Welfare**  
7221 N.E. 36<sup>th</sup> St.  
Midwest City, OK 73140  
NIMIfelfare@midwestcityok.org  
Office: 405.427.6640  
[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Mayor and Council

From: Vaughn Sullivan, Assistant City Manager

Date: June 22, 2021

Subject: Discussion and consideration for possible adoption, including any amendment of renewing the Animal Welfare Services Agreement for FY 2021-22 with the City of Nicoma Park, City of Choctaw, and City of Spencer for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days.

---

Under this agreement, the City of Midwest City will continue to house and care for the animals that the City of Nicoma Park, City of Choctaw and City of Spencer may bring to our animal welfare facility.

Staff recommends approval.

Vaughn Sullivan  
Assistant City Manager

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

This Agreement is made and entered into this 1<sup>st</sup> day of July, ~~2021~~, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Nicoma Park**, 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 Monday through Saturday 9:00 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 9:00 a.m. to 6:00 p.m., Monday 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. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
  - 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. 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. a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
  - b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollar (\$20.00) disposal fee for any dead/euthanized animal Municipality wishes Midwest City to dispose of. This includes animals Midwest City deems euthanized after no reclamation or adoption.
  - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
  - e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulate animals (D/A).
  - f. Midwest City staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. Municipality agrees that euthanasia of healthy animals is not at the discretion of the officer/representative delivering the animal and Midwest City can refuse service should this become an issue.
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 30<sup>th</sup> 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, 2021 through June 30, 2022**). 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.

\_\_\_\_\_  
**Matthew D. Dukes II, Mayor**

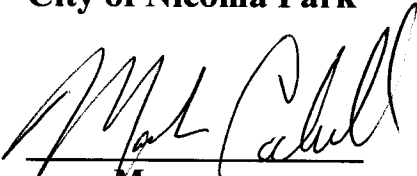
Attest: \_\_\_\_\_  
**Sara Hancock, City Clerk**

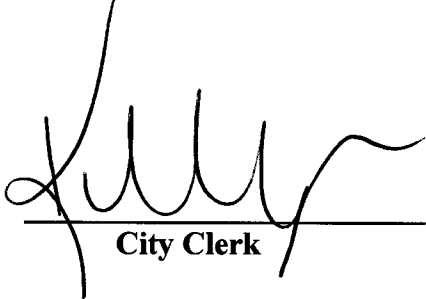
Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Don Maisch, City Attorney**

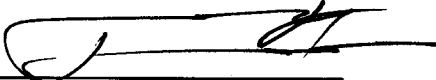
Approved by the governing body of \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Nicoma Park**

  
\_\_\_\_\_  
**Mayor**

Attest:   
\_\_\_\_\_  
**City Clerk**

Approved as to form and legality this 1<sup>st</sup> day of June, 2021.

  
\_\_\_\_\_  
**City Attorney**

Approved by the governing body of City of Nicoma Park Oklahoma, on this 1<sup>st</sup> day of June, 2021.

**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.

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5. Midwest City agrees that upon proof of sufficient ownership, it shall release any animal in its custody to its owner or the owner's authorized representative subject to the following:

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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.*
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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.
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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.

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

Attest: \_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

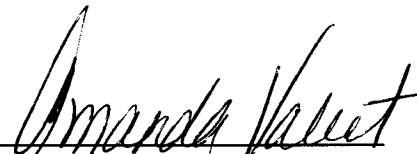
\_\_\_\_\_  
Don Maisch, City Attorney

Approved by the governing body of \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Choctaw

  
\_\_\_\_\_  
Randy Ross, Mayor



  
\_\_\_\_\_  
Amanda Valent, City Clerk

Approved as to form and legality this 1 day of June, 2021.

\_\_\_\_\_  
Ray Vincent, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 1 day of June, 2021.

**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 Spencer**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
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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 9:00 a.m. to 6:00 p.m., Monday 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. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
  - 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. 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. a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
  - b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollar (\$20.00) disposal fee for any dead/euthanized animal Municipality wishes Midwest City to dispose of. This includes animals Midwest City deems euthanized after no reclamation or adoption.
  - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
  - e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulate animals (D/A).
  - f. Midwest City staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. Municipality agrees that euthanasia of healthy animals is not at the discretion of the officer/representative delivering the animal and Midwest City can refuse service should this become an issue.
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 30<sup>th</sup> 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, 2021 through June 30, 2022**). 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.

\_\_\_\_\_  
**Matthew D. Dukes II, Mayor**

Attest:

\_\_\_\_\_  
**Sara Hancock, City Clerk**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

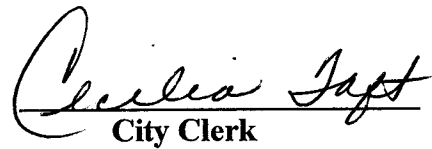
\_\_\_\_\_  
**Don Maisch, City Attorney**

Approved by the governing body of \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.


**City of Spencer**

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form and legality this 21 day of May, 2021.

  
\_\_\_\_\_  
City Attorney

Approved by the governing body of Spencer, Oklahoma, on this 21 day of May, 2021.



**Animal Welfare**  
7221 NE 36<sup>th</sup> St  
Midwest City, OK 73140  
NIM1welfare@midwestcityok.org  
Office: 405-427-6640  
www.midwestcityok.org

To: Honorable Mayor and Council  
From: Vaughn Sullivan  
Date: June 22, 2021  
Subject: Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Emergency Services Agreement for fiscal year 2021-22 with the City of Nicoma Park and City of Choctaw Emergency service agreement. (City Manager - V. Sullivan)

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Under this agreement, the City of Midwest City will provide emergency Animal Control Services for the City of Choctaw and City of Nicoma Park for fiscal year 2021-2022.

Staff recommends approval.

Vaughn Sullivan  
Assistant City Manager

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

This Agreement, effective on the 1<sup>st</sup> day of July, 2014, by and between the **City of Nicoma Park**, hereinafter referred to as "Nicoma Park" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Nicoma Park 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 Nicoma Park; 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 Nicoma Park.

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 Nicoma Park, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Nicoma Park shall provide a Nicoma Park police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Nicoma Park.
3. Nicoma Park 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. Nicoma Park 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 Nicoma Park 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 Nicoma Park. The City of Nicoma Park 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 Nicoma Park through the following 30<sup>th</sup> day of June, 2020. 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, 2021 through June 30, 2022**). This Agreement may be renewed from year to year.

5. Nicoma Park shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Nicoma Park. Nothing in this paragraph shall be deemed a waiver by Nicoma Park 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 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**

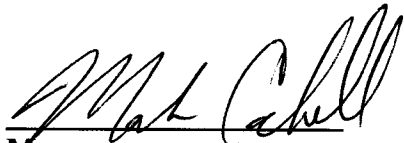
Attest:

\_\_\_\_\_  
**Sara Hancock, City Clerk**

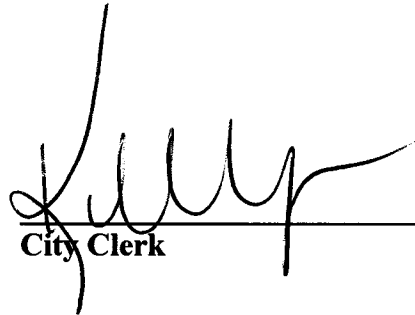
Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Don Maisch, City Attorney**

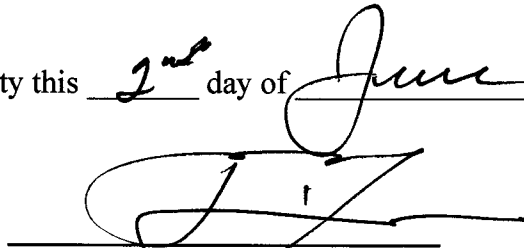
**City of Nicoma Park**

  
\_\_\_\_\_  
**Mayor**

Attest:

  
\_\_\_\_\_  
**City Clerk**

Approved as to form and legality this 2<sup>nd</sup> day of June, 2021.

  
\_\_\_\_\_  
**City Attorney**

**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 30<sup>th</sup> day of June, 2022. 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, 2021 through June 30, 2022**). 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 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\_\_\_\_.

\_\_\_\_\_  
**Don Maisch, City Attorney**

**City of Choctaw**

*Randy Ross*  
**Randy Ross, Mayor**



*Amanda Valent*  
**Amanda Valent, City Clerk**

Approved as to form and legality this 1 day of June, 2021.

*Ray Vincent*  
**Ray Vincent, City Attorney**

Approved by the governing body of Choctaw, Oklahoma, on this 1 day of June, 2021.

## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** June 22, 2021

**Subject:** Discussion and consideration of renewing the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County for FY 21-22 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County. (Fire - B. Norton)

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Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. County in return has given Midwest City a cache of VHF radio's to communicate within a mutual aid capacity, UV lighting for combating COVID, & a washing machine extractor for decontamination.

Staff recommends approval.



Bert Norton  
Fire Chief



*Milwau City*

## Oklahoma County Emergency Management

320 Robert S. Kerr, Suite 101 • Oklahoma City, Oklahoma 73102-3441  
(405) 713-1360

June 11, 2021

RE: Fire Department Annual Equipment Agreement

Please find an attached **ORIGINAL** Annual Fire Equipment Agreement between your jurisdiction and the Oklahoma County Board of County Commissioners for Fiscal Year 2021-2022. After obtaining applicable signatures, including a Town/City Clerk or Department Board Secretary, please return the **ORIGINAL** document to:

Oklahoma County Office of Emergency Management  
ATTN: David K. Barnes, Director  
320 Robert S. Kerr, Suite 101  
Oklahoma City, Oklahoma 73102

For those departments utilizing the Oklahoma County Emergency Management-provided VHF radio system as their primary method of radio communications, and as noted in your Annual Agreement, payment of the \$2,000.00 "Eastern Oklahoma County Fire Service Technology Fee" is due within sixty (60) days of the execution of the Annual Agreement as evidenced by approval and signature of the Oklahoma County Board of County Commissioners. This fee shall be remitted to the Oklahoma County Office of Emergency Management at the address indicated above.

Following approval by the Board of County Commissioners, I will return a copy of the signed Annual Agreement to you. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

David K. Barnes, Director  
Oklahoma County Office of Emergency Management  
(405) 713-1369 office  
(405) 766-9816 cell  
E-mail: [dbarnes@oklahomacounty.org](mailto:dbarnes@oklahomacounty.org)

FIRE EQUIPMENT AGREEMENT  
BETWEEN  
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF MIDWEST CITY

July 1, 2021 through June 30, 2022

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF MIDWEST CITY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Midwest City are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Midwest City in return for the City of Midwest City's Fire Department furnishing fire protection and rescue services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

- 1. Term.** This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the agreement is written, or written 30-day notification, the City of Midwest City shall return the Equipment to the County.

**2. Equipment.** The Board shall provide the City of Midwest City with the following firefighting equipment (hereinafter called the "Equipment"):

| <b>Property Description</b>     | <b>Serial Number</b> | <b>County ID Number</b> |
|---------------------------------|----------------------|-------------------------|
| Motorola HT-1250 HH             | 749TBU4235           | SP602-00515             |
| Motorola HT-1250 HH             | 749TBU4253           | SP602-00517             |
| Motorola HT-1250 HH             | 749TBU4239           | SP602-00518             |
| Motorola HT-1250 HH             | 749TBU4236           | SP602-00520             |
| Motorola HT-1250 HH             | 749TBU4264           | SP602-00521             |
| Motorola HT-1250 HH             | 749TBU4266           | SP602-00522             |
| Motorola HT-1250 HH             | 749TBU4218           | SP602-00524             |
| Motorola HT-1250 HH             | 749TBU4254           | SP602-00525             |
| Motorola HT-1250 HH             | 749TBU4229           | SP602-00527             |
| Motorola HT-1250 HH             | 749TBU4263           | SP602-00529             |
| Motorola HT-1250 HH             | 749TBSE228           | SP602-00533             |
| Motorola HT-1250 HH             | 749TBSE248           | SP602-00534             |
| Motorola HT-1250 HH             | 749TBSE236           | SP602-00535             |
| Kenwood TK-7360H-V Mobile Radio | B3202867             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202876             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202877             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202878             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202879             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202880             | N/A                     |
| Kenwood TK-7360H-V Mobile Radio | B3202881             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800064             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800065             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800066             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800067             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800068             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800069             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800070             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800071             | N/A                     |
| Kenwood TK-7180-K Mobile Radio  | B4800072             | N/A                     |
| Kenwood TK-2180 HH MIII TFS     | B4300171             | N/A                     |
| Kenwood TK-2180 HH MIII TFS     | B4300172             | N/A                     |
| Kenwood TK-2180 HH MIII TFS     | B4300173             | N/A                     |
| Kenwood TK-2180 HH MIII TFS     | B4300174             | N/A                     |
| Kenwood TK-2180 HH MIII TFS     | B4300175             | N/A                     |



|                                  |              |              |
|----------------------------------|--------------|--------------|
| Kenwood TK-2180 HH MIII TFS      | B4300176     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300177     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300178     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300179     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300180     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300181     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300182     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300183     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300184     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300185     | N/A          |
| Kenwood TK-2180 HH MIII TFS      | B4300186     | N/A          |
| <br>                             |              |              |
| Dexter T-600 Extractor           | W1.20351.012 | SP 608-00010 |
| UVC 2 Hanging UV Light Units (6) | 1201         | SP 503-00011 |
|                                  | 1202         | SP 503-00012 |
|                                  | 1203         | SP 503-00013 |
|                                  | 1204         | SP 503-00014 |
|                                  | 1205         | SP 503-00015 |
|                                  | 1206         | SP 503-00016 |
| UVC 2 Tripod UV Light Units (6)  | 1221         | SP 503-00031 |
|                                  | 1222         | SP 503-00032 |
|                                  | 1223         | SP 503-00033 |
|                                  | 1224         | SP 503-00034 |
|                                  | 1225         | SP 503-00035 |
|                                  | 1226         | SP 503-00036 |

**3. Purpose.** The City of Midwest City shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Midwest City, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

**4. Maintenance and Repair.** The City of Midwest City will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive

maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

**5. Indemnification.** The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Midwest City further agrees, as allowed by Oklahoma law, to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Midwest City agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director  
320 Robert S. Kerr Avenue, Suite 101  
Oklahoma City, Oklahoma 73102

**6. Workers' Compensation Liability.** The City of Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

**7. Use of Equipment.** The City of Midwest City shall have the sole responsibility of ensuring that all drivers of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

**8. Notice of Accidents.** Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

**9. Injuries.** The City of Midwest City shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

**10. Destruction of Equipment.** Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the

Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

**11. Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2021.

APPROVED:



\_\_\_\_\_  
Director, Oklahoma County Emergency Management

Approved as to form and legality this 8<sup>th</sup> day of June, 2021.



\_\_\_\_\_  
Assistant District Attorney

## THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_, Mayor

Printed Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_, City Clerk

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

APPROVED AND AGREED TO by the Board this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Carrie Blumert, Member

By: \_\_\_\_\_  
Brian Maughan, Member

By: \_\_\_\_\_  
Kevin Calvey, Member

ATTEST:

\_\_\_\_\_  
David B. Hooten, County Clerk

MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** June 22, 2021

**Subject:** Discussion and consideration for adoption, including any possible amendment of, awarding a contract to W.L. McNatt for remodeling 8201 E. Reno (Fire Department Headquarters) in the amount of \$898,500.

---

The Midwest City Fire Department respectfully requests that Council approve the remodel of the fire department headquarters to W.L. McNatt in the amount of \$898,500.

Staff recommends approval.



Bert Norton  
Fire Chief

Attachment: June 3, 2021 Bid Tabulation

# MWC Fire Station 1 Renovation - Bid Opening

Bid Date: June 3, 2021



| Add/Base/<br>Alt | General Contactor |        |        |
|------------------|-------------------|--------|--------|
|                  | W.L. McNatt       | Shiloh | Cooley |

|       |   |   |   |
|-------|---|---|---|
| Add 1 | X | X | X |
| Add 2 | X | X | X |

|             |               |               |               |
|-------------|---------------|---------------|---------------|
| <b>Base</b> | \$ 704,000.00 | \$ 730,000.00 | \$ 876,500.00 |
|-------------|---------------|---------------|---------------|

|    |              |              |              |
|----|--------------|--------------|--------------|
| 1A | \$ 19,000.00 | \$ 20,000.00 | \$ 18,300.00 |
| 1B | \$ 4,500.00  | \$ 9,500.00  | \$ 5,700.00  |
| 1C | \$ 4,000.00  | \$ 7,000.00  | \$ 4,600.00  |
| 1D | \$ 13,000.00 | \$ 27,500.00 | \$ 18,700.00 |
| 1E | \$ 17,000.00 | \$ 10,200.00 | \$ 14,100.00 |
| 1F | \$ 40,000.00 | \$ 49,000.00 | \$ 46,400.00 |

|    |              |              |              |
|----|--------------|--------------|--------------|
| 2A | \$ 20,000.00 | \$ 25,700.00 | \$ 18,800.00 |
| 2B | \$ 19,000.00 | \$ 29,000.00 | \$ 27,800.00 |
| 2C | \$ 9,000.00  | \$ 8,000.00  | \$ 6,500.00  |
| 2D | \$ 7,000.00  | \$ 12,500.00 | \$ 5,800.00  |
| 2E | \$ 42,000.00 | \$ 41,000.00 | \$ 11,500.00 |

|              |               |               |                 |
|--------------|---------------|---------------|-----------------|
| <b>Total</b> | \$ 898,500.00 | \$ 969,400.00 | \$ 1,054,700.00 |
|--------------|---------------|---------------|-----------------|

|  |        |
|--|--------|
|  | Low    |
|  | Middle |
|  | High   |



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

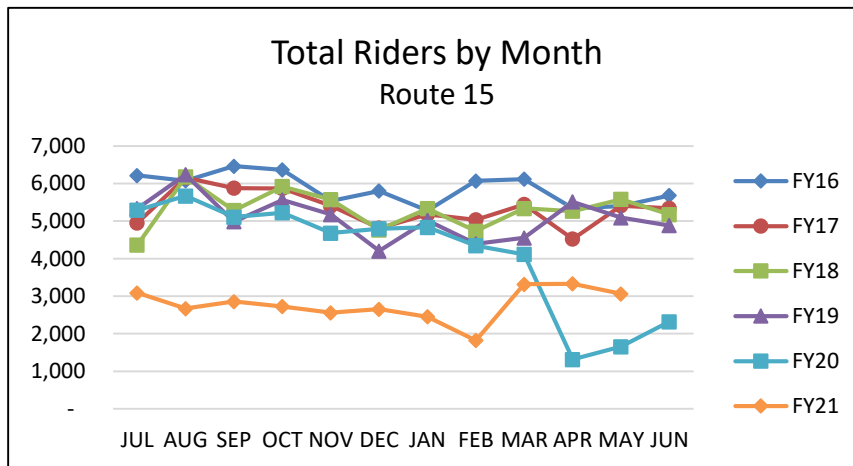
TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 22, 2021

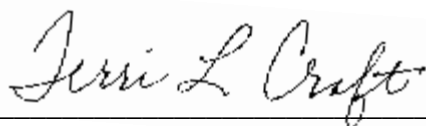
RE: Discussion and consideration of adoption, including any possible amendment of, a contract for FY 21-22 in the amount of \$185,115 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

The attached contract reflects an approximate 8% increase over the contract executed in FY20-21, which had no increase over FY19-20. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Due to the effects of the COVID pandemic, ridership numbers are down but consistent with ridership rates on other bus routes. Total ridership is approximately 65% of what it was prior to the pandemic and it is anticipated to continue to rebound.



In addition to fixed route service, the contract provides access to EMBARK Plus, a curb to curb para-transit service for persons with disabilities, within 3/4 of a mile from Route 15.

EMBARK’s Route 19 also provides limited service to Midwest City with transfer points along N.E. 10<sup>th</sup> Street to and from Route 15. Staff recommends approval.

  
 Terri L. Craft, Grants Manager



**AGREEMENT FOR TRANSIT SERVICE**

**BETWEEN**

**Central Oklahoma Transportation and Parking Authority  
(EMBARC)**

**AND**

**City of Midwest City**

**July 1, 2021 – June 30, 2022**



## **AGREEMENT FOR TRANSIT SERVICE**

This Agreement made and entered into this 22nd day of June, 2021, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

### **WITNESSETH:**

**WHEREAS**, there exists a need for public mass transportation services between the City of Midwest City and the City of Oklahoma City; and

**WHEREAS**, there exists a need for public mass transportation services within the City of Midwest City; and

**WHEREAS**, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

**WHEREAS**, the City of Midwest City desires to establish public mass transportation within the City of Midwest City; and

**WHEREAS**, the City of Midwest City and COTPA are desirous of entering into an Agreement for the provision and funding of said service.

**NOW, THEREFORE**, in consideration of this mutual agreement and conditions herein described, the parties hereto agree as follows:

**1. DESCRIPTION OF SERVICE**

COTPA shall provide the following:

- a. The level of transit service within Midwest City and between Oklahoma City and Midwest City as shown on the attached schedule (Attachment A) and consistent with the transit policies of the COTPA Board of Trustees;
- b. Regular Zone One paratransit service in accordance with provisions of the COTPA 504/ADA Implementation Plan approved by the COTPA Board of Trustees, with Zone One defined as being the area within three-fourths of a mile of the route;
- c. Telephone information service about transit services relative to Route 15 and other COTPA services;
- d. Bus stop signs and poles at all designated stops, which comply with City of Midwest City ordinances;
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing COTPA, Midwest City and/or other budgets, which also comply with City of Midwest City ordinances for which maintenance agreements have been approved;

- f. Written notice, 30 days in advance, of all changes in service to a. through e. above;
- g. Service shall not be provided on certain national holidays.

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$185,115 annually, to be paid \$15,426.25 per month for twelve months in FY22.

3. **METHOD OF PAYMENT**

COTPA shall provide an invoice to the City of Midwest City on a monthly basis. Upon receipt and acceptance of this invoice, the City of Midwest City shall process said claim in the usual and customary manner and shall forward to COTPA a check in the amount stated on the invoice submitted by COTPA. Such payment shall not be necessarily delayed and shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1<sup>st</sup> day of July 2021, and shall continue until the 30<sup>th</sup> day of June 2022.

5. **EXPIRATION OR TERMINATION**

- a. The City of Midwest City may terminate this Agreement by giving COTPA at least thirty (30) days written notice of their intention to terminate.
- b. COTPA may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

6. **EXCUSABLE DEFAULT**

COTPA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal or unsafe.

7. **INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

8. **LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

9. **INSURANCE**

COTPA will provide the City of Midwest City, upon request, a certificate of insurance indicating that COTPA has in force a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$175,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this Agreement.

10. **FORCE MAJEURE**

COTPA shall not be responsible or liable for failure or delay in the performance of its obligations during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, forces beyond its control; such as, strikes, or acts of war or terrorism, or civil disturbances, or fire, or Acts of God, such as natural disasters, or other such emergency beyond the parties' control. However, the COTPA must utilize all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. Provided, however, to the extent that the COTPA has any commercially reasonable alternative method of performing this Agreement/Contract, the COTPA shall not be freed of any performance of its obligations hereunder by this clause, even though the goods intended for this Agreement/Contract were destroyed or their delivery delayed because of an event described above.

**IN WITNESS WHEREOF**, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CENTRAL OKLAHOMA  
TRANSPORTATION AND PARKING  
AUTHORITY**

Seal:  
**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
CHAIRMAN

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

---

**IN WITNESS WHEREOF**, this Agreement for Transit Service was approved and executed by the City of Midwest City this 22nd day of June, 2021.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
Matthew D. Dukes, II, Mayor  
City of Midwest City

Seal:  
**ATTEST:**

\_\_\_\_\_  
City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

\_\_\_\_\_  
City of Midwest City

## ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the City of Midwest City as a part of this Agreement: The undersigned of lawful age, being first duly sworn on oath, says:

1. The undersigned is the duly authorized agent of the City of Midwest City submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between the City of Midwest City and Central Oklahoma Transportation and Parking Authority (COTPA) Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Agreement pursuant to the Agreement to which this statement is attached; and
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Agreement; and
3. Neither the City of Midwest City nor anyone subject to the City of Midwest City's direction or control has been a party:
  - a. to any collusion in restraint of freedom of competition by agreement to enter into agreement at a fixed price or to refrain from bidding;
  - b. to any collusion with any COTPA Trust official, agent or employee as to quantity, quality or price in the prospective Agreement, or as to any other terms of such prospective Agreement; nor
  - c. in any discussion between the City of Midwest City and any COTPA Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of an Agreement.

***This Agreement will not be considered unless this form has been fully completed and signed by the City of Midwest City's Authorized Agent and notarized, dated and completed by a Notary Public.***

\_\_\_\_\_  
Signature of Midwest City's Authorized Agent

\_\_\_\_\_  
Name and Title



**HORARIO DE RUTAS**

# 015

## Midwest City

By way of I-40, Air Depot, Douglas, Midwest Blvd, Reno

Serving:  
 Transit Center **T**  
 I-40/Sooner  
 Rose State  
 MWC Library  
 Regional Park  
 Regional Hospital

**ET**  
 Every 80 mins  
 Monday-Friday

**EMBARK**  
 embarkok.com

## FARES Tarifas

To help maintain a timely schedule, please have fare ready before boarding.

Para ayudar a mantener un horario a tiempo, por favor tenga lista la tarifa antes de subir.

|   | Regular Adult | Reduced Fare | Children 6 & Under |
|---|---------------|--------------|--------------------|
| <b>Local Fare</b><br>Ruta local                 | \$1.75        | \$0.75       | Free               |
| <b>Express Fare</b><br>Ruta exprés              | \$3.00        | \$1.50       | -                  |
| <b>\$21 Value Card</b><br>Tarjeta valué de \$21 | \$21          | -            | -                  |
| <b>All-Day Unlimited</b><br>Todo día ilimitado  | \$4           | \$2          | -                  |
| <b>7-Day Unlimited</b><br>7-días ilimitado      | \$14          | \$7          | -                  |
| <b>30-Day Unlimited</b><br>30-días ilimitado    | \$50          | \$25         | -                  |

**Reduced Fare:** ages 60+, persons with disabilities, medicare cardholders and children ages 7-17.

**Tarifa Reducida:** mayores de 60 años, personas con discapacidades, miembros de medicare y niños con edades entre 7 y 17 años.

## CONNECT WITH US

Everything you need to know about EMBARK can be found at [embarkok.com](http://embarkok.com) or you can talk to us directly using any of the following options:

Todo lo que necesitas saber sobre el EMBARK puede encontrarse en [embarkok.com](http://embarkok.com), o puedes hablar directamente con nosotros a través de cualquiera de las siguientes opciones:

**405-235-RIDE (7433) TDD 297-2602**

[embarkok@okc.gov](mailto:embarkok@okc.gov)

Si desea obtener la información en otro idioma, llame al 235-7433.

Neáu quýy vô cần thông tin bằng ngôn ngữ khác, xin liên lạc 235-7433.

如果您需要其他语言版本的信息, 请致电 235-7433.

Effective: 4/2014





| Route 015                        |                                |                              |                               |                                   | Monday - Friday / Lunes a viernes |                              |                             |                                  |  |
|----------------------------------|--------------------------------|------------------------------|-------------------------------|-----------------------------------|-----------------------------------|------------------------------|-----------------------------|----------------------------------|--|
| Midwest City to Downtown         |                                |                              |                               |                                   | Downtown to Midwest City          |                              |                             |                                  |  |
| N Douglas Blvd & Reno<br>ID# 122 | Reno & Midwest Blvd<br>ID# 123 | Air Depot & SE 15<br>ID# 169 | Rose State College<br>ID# 173 | Transit Center - Bay H<br>ID# 126 | Rose State College<br>ID# 127     | SE 15 & Air Depot<br>ID# 128 | NE 10 & Douglas<br>ID# 2919 | N Douglas Blvd & Reno<br>ID# 122 |  |
| (D)                              | (E)                            | (B)                          | (A)                           | (T)                               | (A)                               | (B)                          | (C)                         | (D)                              |  |
|                                  |                                |                              |                               | 5:20                              | 5:36                              | 5:41                         | 5:52                        | 5:55                             |  |
| 5:55                             | 5:58                           | 6:01                         | 6:08                          | 6:25                              | 6:46                              | 6:51                         | 7:02                        | 7:05                             |  |
| 7:05                             | 7:08                           | 7:11                         | 7:18                          | 7:35                              | 8:01                              | 8:06                         | 8:17                        | 8:20                             |  |
| 8:20                             | 8:23                           | 8:26                         | 8:34                          | 8:55                              | 9:21                              | 9:26                         | 9:37                        | 9:40                             |  |
| 9:40                             | 9:43                           | 9:46                         | 9:54                          | 10:15                             | 10:41                             | 10:46                        | 10:57                       | 11:00                            |  |
| 11:00                            | 11:03                          | 11:06                        | 11:14                         | 11:35                             | 12:01                             | 12:06                        | 12:17                       | 12:20                            |  |
| 12:20                            | 12:23                          | 12:26                        | 12:34                         | 12:55                             | 1:21                              | 1:26                         | 1:37                        | 1:40                             |  |
| 1:40                             | 1:43                           | 1:46                         | 1:54                          | 2:15                              | 2:41                              | 2:46                         | 2:57                        | 3:00                             |  |
| 3:00                             | 3:03                           | 3:06                         | 3:14                          | 3:35                              | 4:01                              | 4:06                         | 4:17                        | 4:20                             |  |
| 4:20                             | 4:23                           | 4:26                         | 4:34                          | 4:55                              | 5:21                              | 5:26                         | 5:37                        | 5:40                             |  |
|                                  |                                |                              |                               | 5:50                              | 6:11                              | 6:16                         | 6:27                        | 6:30                             |  |
| 5:40                             | 5:43                           | 5:46                         | 5:54                          | 6:30                              | 6:56                              | 7:01                         | 7:12                        | 7:15                             |  |
| 6:30                             | 6:33                           | 6:36                         | 6:44                          | 7:05                              |                                   |                              |                             |                                  |  |
| 7:15                             | 7:18                           | 7:21                         | 7:29                          | 7:50                              |                                   |                              |                             |                                  |  |

**How to Read This Schedule**

1. Days of operation, route number and direction of travel are located in the header of the timetable.
2. Major stops, or time points and arrival times are listed in columns.

**Cómo leer este horario**

1. Los días de atención, el número de ruta y la dirección del viaje se encuentran en el encabezado del horario.
2. Las paradas principales o los puntos horarios y las horas de llegada se indican en las columnas.

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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 22, 2021

RE: Discussion and consideration for adoption, including any possible amendment, of a Memorandum of Understanding for FY 2021-22 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City.

The attached agreement between Midwest City and the Boys and Girls Clubs of Oklahoma County Inc. provides for a club site at Steed Elementary School, for the 2021-22 school year. The program will operate after school until 6:00 p.m. and implement a summer program. The city's contribution represents approximately 40% of the program's operational costs during a typical year.

The Steed site represents the third year for a Boys and Girls Club in the Mid-Del School District after five years at Telstar Elementary School. Approximately 150 Midwest City youth will enjoy homework/tutoring, computer time, art, life skills, STEM activities, structured physical activities and healthy snacks. The cost to participating youth is a \$10 annual membership fee.

During the height of the pandemic, with sporadic on site classes at Steed, the Steed club staff adapted to provide expanded services to students and their families. Support services included, food distribution, out of school activity packets, home visitation with students/families, social services/crisis intervention, increased tutoring and limited all-day care on virtual school days, in addition to their regular programs. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

---

Terri L. Craft  
Grants Manager

**Memorandum of Understanding  
Between  
City of Midwest City  
and  
Boys and Girls Clubs of Oklahoma County, Inc.**

This Memorandum of Understanding (MOU) is made this 8th day of June, 2021 by and between the City of Midwest City (the City”) and the Boys and Girls Clubs of Oklahoma County, Inc., (BGCOKC), collectively referred to as “the parties.”

The purpose of this MOU is to express and acknowledge the mutual understanding of the parties hereto and the City's decision to provide local funding totaling not more the seventy-five thousand dollars (\$75,000) to continue the investment in the community's youth through the provision of after school and summer program services by the Boys & Girls Club site located at Steed Elementary School, 2118 Flannery Drive, Midwest City, Oklahoma. This MOU shall be effective from July 1, 2021 through June 30, 2022 and may be renewed for successive one-year periods upon concurrence of both parties and availability of funding. The parties agree to the following terms and conditions as partners:

**BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY AGREES TO:**

- Identify, solicit, recruit and train adequate staff for the Steed Boys & Girls Club Site, subjecting all employees to background check and drug testing
- Provide and manage programmatic activities including but not limited to development of policies, procedures and services consistent with the Boys & Girls Clubs of America (BGCA) approved programs
- Provide, as needed, support services designed to assist club members and their families in times of crisis and additional on-site programming to meet immediate needs
- Execute a MOU with the Mid Del Public School District to detail coordination and partnership in the operation and associated programming of the Steed Boys & Girls Club site for the 2021-22 school year
- Provide capacity enrollment utilizing current operational and safety standards adopted by the Oklahoma Department of Human Services, the CDC, and the Oklahoma Department of Health, while insuring a safe, healthy and enriching environment for youth to grow, develop and pursue personal and academic achievement.
- Provide staff to support enrollment goal of (150) Midwest City youth
- Provide evidence of general liability insurance coverage
- Keep city staff informed of club programming, accomplishments and special events
- Prepare a year-end report on club impact and results

**CITY OF MIDWEST CITY AGREES TO:**

- Upon submittal of a copy of the approved MOU with the Mid Del Public School District and submittal of BGCOKC invoice, pay \$37,500 after execution of this MOU; and the remaining \$37,500 paid upon invoice submittal no earlier than January 1, 2022
- Assist in seeking compatible programs and resources to enhance the Boys and Girls Club Program in Midwest City
- Assist in publicity efforts, community outreach, and volunteer recruitment

In witness whereof, the parties hereto have caused this MOU to be executed this 8th day of June, 2021.

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY, INC.

CITY OF MIDWEST CITY

BY: Teena E. Belcik  
Teena Belcik, President & CEO

BY: \_\_\_\_\_  
Matthew D. Dukes, II, Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK, Sara Hancock

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ATTORNEY



Emergency Management  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
405.739.1386

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: June 22, 2021

Subject: Discussion and consideration of approving and including any possible amendment of a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2021 through June 30, 2022 for \$220,774.80 per year.

SSM Health-St. Anthony Hospital- Midwest agrees to pay City of Midwest City \$220,774.80 for dispatching of SSM Health-St. Anthony Hospital- Midwest Ambulance Service which includes \$5,000.00 for GeoSafe services. The annual amount shall be divided into twelve equal payments of \$18,397.90.

Staff recommends approval.

A handwritten signature in black ink that reads "Debra Wagner".

Debra Wagner  
Emergency Manager

## PUBLIC SAFETY ANSWERING POINT AGREEMENT

This agreement is entered into by and between SSM Health-St. Anthony Hospital- Midwest, hereinafter referred to as Hospital, and the City of Midwest City, Oklahoma, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the SSM Health-St. Anthony Hospital-Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

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

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

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

1. Term of Agreement. This agreement shall commence on July 1, 2021 and shall expire on June 30, 2022, unless sooner terminated as provided herein.
2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven (7) days a week. The City shall provide all personnel and equipment required to staff and manage the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.
3. Mutual Aid Agreements. Both the City and the Hospital are hereby authorized to enter into Mutual Aid agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.
4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e. the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each scheduled evaluation.
5. Consideration. The Hospital agrees, in addition to the provision of ambulance services within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal payments, which shall be due and payable to the City on or before the 15<sup>th</sup> day of the month following the receipt of the preceding month's PSAP services. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.
6. Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no

event shall the renegotiated rate be less than the rate provided herein, nor shall the renegotiated rate exceed the actual increased labor, materials, supplies, and equipment cost incurred by the City to provide the PSAP service required herein.

7. Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.
8. Termination. Either party may terminate this agreement any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.
9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold harmless the Hospital for any errors, omissions, mistakes, or negligence committed by the City which results in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts, or omissions of the City, the City agrees to indemnify the Hospital, as allowed by law, for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.
10. Effective Date. This agreement shall become effective the 1<sup>st</sup> day of July 2021. Services required shall commence on the effective date hereof.
11. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations, or modifications shall be effective unless reduced to writing and signed by all parties hereto.

PASSED AND APPROVED by the Mayor and City Council of the City of Midwest City on the 22nd day of June, 2021 and by SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St Anthony Hospital - Midwest, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MIDWEST CITY

---

Matthew D. Dukes II, Mayor

---

Sara Hancock, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Donald Maisch, City Attorney

SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St Anthony Hospital -  
Midwest

---

Kevin Lewis, M.D., President





**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: Allen Stephenson, Information Technology Director

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreements with **ImageNet Consulting** in the amount of \$38,677.10 for Laserfiche maintenance; **Tyler Technologies** in an amount not to exceed \$155,016.66 for software maintenance in connection with the Police, 911, and Court; **CentralSquare** in the amount of \$100,324.36 for hosted Naviline services for the City

Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreements with **ImageNet Consulting** in the amount of \$38,677.10 for Laserfiche maintenance; **Tyler Technologies** in an amount not to exceed \$155,016.66 for software maintenance in connection with the Police, 911, and Court; **CentralSquare** in the amount of \$100,324.36 for hosted Naviline services for the City.

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.





One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

www.tylertech.com

6/10/2021

**City of Midwest City**  
**100 N. Midwest Boulevard**  
**Midwest City, OK 73110**

Cust# 43874

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

| DESCRIPTION  | CYCLE DATE              | AMOUNT              |
|--|-------------------------|---------------------|
| System Software Maintenance (Monthly)                                  | 07/01/2021 - 12/31/2021 | \$ 611.22           |
| CAD (1 dispatcher seat included) - Maintenance (Monthly)               | 07/01/2021 - 12/31/2021 | \$ 4,597.14         |
| E-911 Server Interface - Maintenance (Monthly)                         | 07/01/2021 - 12/31/2021 | \$ 1,170.12         |
| NCIC Server Interface - Maintenance (Monthly)                          | 07/01/2021 - 12/31/2021 | \$ 1,462.74         |
| Mobile CAD Server Add-on with messaging - Maintenance (Monthly)        | 07/01/2021 - 12/31/2021 | \$ 1,755.30         |
| Mobile CAD Client - Maintenance (Monthly)                              | 07/01/2021 - 12/31/2021 | \$ 18,868.62        |
| Mobile AVL Client Add-on - Maintenance (Monthly)                       | 07/01/2021 - 12/31/2021 | \$ 3,144.78         |
| Mobile Citations Add-on - Maintenance (Monthly)                        | 07/01/2021 - 12/31/2021 | \$ 5,558.16         |
| CAD Mapping Interface - Maintenance (Monthly)                          | 07/01/2021 - 12/31/2021 | \$ 850.98           |
| RMS Mapping Interface - Maintenance (Monthly)                          | 07/01/2021 - 12/31/2021 | \$ 848.52           |
| Base RMS System - Maintenance (Monthly)                                | 07/01/2021 - 12/31/2021 | \$ 6,435.84         |
| Case Management & Events - Maintenance (Monthly)                       | 07/01/2021 - 12/31/2021 | \$ 1,329.72         |
| Intelligence Module - Maintenance (Monthly)                            | 07/01/2021 - 12/31/2021 | \$ 438.90           |
| Vehicle Impound - Maintenance (Monthly)                                | 07/01/2021 - 12/31/2021 | \$ 804.42           |
| Pawn Tickets - Maintenance (Monthly)                                   | 07/01/2021 - 12/31/2021 | \$ 438.90           |
| Personnel - Maintenance (Monthly)                                      | 07/01/2021 - 12/31/2021 | \$ 877.68           |
| Jail Intake and Booking Module - Maintenance (Monthly)                 | 07/01/2021 - 12/31/2021 | \$ 5,106.18         |
| Sex Offender Registration - Maintenance (Monthly)                      | 07/01/2021 - 12/31/2021 | \$ 438.90           |
| Report Writer - Maintenance (Monthly)                                  | 07/01/2021 - 12/31/2021 | \$ 804.42           |
| Property Room - Maintenance (Monthly)                                  | 07/01/2021 - 12/31/2021 | \$ 1,609.02         |
| PDA Server Software- Maintenance (Monthly)                             | 07/01/2021 - 12/31/2021 | \$ 585.06           |
| PDA Interface - Maintenance (Monthly)                                  | 07/01/2021 - 12/31/2021 | \$ 43.68            |
| LiveScan Fingerprint System Interface - Maintenance (Monthly)          | 07/01/2021 - 12/31/2021 | \$ 585.06           |
| HTE Financial Interface - Maintenance (Monthly)                        | 07/01/2021 - 12/31/2021 | \$ 1,266.42         |
| Accident Report Diagramming Software Interface - Maintenance (Monthly) | 07/01/2021 - 12/31/2021 | \$ 131.46           |
| NetMotion Clients w/Policy Module - Maintenance (Monthly)              | 07/01/2021 - 12/31/2021 | \$ 4,368.12         |
| Firehouse CAD Monitor Interface - Maintenance (Monthly)                | 07/01/2021 - 12/31/2021 | \$ 738.66           |
| E-Seek DL Scan Interface - Maintenance (Monthly)                       | 07/01/2021 - 12/31/2021 | \$ 785.22           |
| Dispatcher (additional seats) - Maintenance (Monthly)                  | 07/01/2021 - 12/31/2021 | \$ 1,755.30         |
| E-911 Client Interface - Maintenance (Monthly)                         | 07/01/2021 - 12/31/2021 | \$ 438.90           |
| NCIC Client Interface - Maintenance (Monthly)                          | 07/01/2021 - 12/31/2021 | \$ 877.68           |
| <b>*Applicable taxes not included</b>                                  |                         |                     |
|  | <b>Total:</b>           | <b>\$ 68,727.12</b> |

Remittance  
Tyler Technologies, Inc. (FEIN 75-2303920)  
PO Box 203556  
Dallas, TX 75320-3556

Questions  
Tyler Technologies – Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com



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| DESCRIPTION  | CYCLE DATE              | AMOUNT                     |
|--|-------------------------|----------------------------|
| System Software Maintenance (Monthly)                                  | 01/01/2022 - 06/30/2022 | \$ 641.78                  |
| CAD (1 dispatcher seat included) - Maintenance (Monthly)               | 01/01/2022 - 06/30/2022 | \$ 4,827.00                |
| E-911 Server Interface - Maintenance (Monthly)                         | 01/01/2022 - 06/30/2022 | \$ 1,228.63                |
| NCIC Server Interface - Maintenance (Monthly)                          | 01/01/2022 - 06/30/2022 | \$ 1,535.88                |
| Mobile CAD Server Add-on with messaging - Maintenance (Monthly)        | 01/01/2022 - 06/30/2022 | \$ 1,843.07                |
| Mobile CAD Client - Maintenance (Monthly)                              | 01/01/2022 - 06/30/2022 | \$ 19,812.05               |
| Mobile AVL Client Add-on - Maintenance (Monthly)                       | 01/01/2022 - 06/30/2022 | \$ 3,302.02                |
| Mobile Citations Add-on - Maintenance (Monthly)                        | 01/01/2022 - 06/30/2022 | \$ 5,836.07                |
| CAD Mapping Interface - Maintenance (Monthly)                          | 01/01/2022 - 06/30/2022 | \$ 893.53                  |
| RMS Mapping Interface - Maintenance (Monthly)                          | 01/01/2022 - 06/30/2022 | \$ 890.95                  |
| Base RMS System - Maintenance (Monthly)                                | 01/01/2022 - 06/30/2022 | \$ 6,757.63                |
| Case Management & Events - Maintenance (Monthly)                       | 01/01/2022 - 06/30/2022 | \$ 1,396.21                |
| Intelligence Module - Maintenance (Monthly)                            | 01/01/2022 - 06/30/2022 | \$ 460.85                  |
| Vehicle Impound - Maintenance (Monthly)                                | 01/01/2022 - 06/30/2022 | \$ 844.64                  |
| Pawn Tickets - Maintenance (Monthly)                                   | 01/01/2022 - 06/30/2022 | \$ 460.85                  |
| Personnel - Maintenance (Monthly)                                      | 01/01/2022 - 06/30/2022 | \$ 921.56                  |
| Jail Intake and Booking Module - Maintenance (Monthly)                 | 01/01/2022 - 06/30/2022 | \$ 5,361.49                |
| Sex Offender Registration - Maintenance (Monthly)                      | 01/01/2022 - 06/30/2022 | \$ 460.85                  |
| Report Writer - Maintenance (Monthly)                                  | 01/01/2022 - 06/30/2022 | \$ 844.64                  |
| Property Room - Maintenance (Monthly)                                  | 01/01/2022 - 06/30/2022 | \$ 1,689.47                |
| PDA Server Software- Maintenance (Monthly)                             | 01/01/2022 - 06/30/2022 | \$ 614.31                  |
| PDA Interface - Maintenance (Monthly)                                  | 01/01/2022 - 06/30/2022 | \$ 45.86                   |
| LiveScan Fingerprint System Interface - Maintenance (Monthly)          | 01/01/2022 - 06/30/2022 | \$ 614.31                  |
| HTE Financial Interface - Maintenance (Monthly)                        | 01/01/2022 - 06/30/2022 | \$ 1,329.74                |
| Accident Report Diagramming Software Interface - Maintenance (Monthly) | 01/01/2022 - 06/30/2022 | \$ 138.03                  |
| NetMotion Clients w/Policy Module - Maintenance (Monthly)              | 01/01/2022 - 06/30/2022 | \$ 4,586.53                |
| Firehouse CAD Monitor Interface - Maintenance (Monthly)                | 01/01/2022 - 06/30/2022 | \$ 775.59                  |
| E-Seek DL Scan Interface - Maintenance (Monthly)                       | 01/01/2022 - 06/30/2022 | \$ 824.48                  |
| Dispatcher (additional seats) - Maintenance (Monthly)                  | 01/01/2022 - 06/30/2022 | \$ 1,843.07                |
| E-911 Client Interface - Maintenance (Monthly)                         | 01/01/2022 - 06/30/2022 | \$ 460.85                  |
| NCIC Client Interface - Maintenance (Monthly)                          | 01/01/2022 - 06/30/2022 | \$ 921.56                  |
| <b>*Applicable taxes not included</b>                                  |                         | <b>Total: \$ 72,163.48</b> |

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| DESCRIPTION   | CYCLE DATE              | AMOUNT             |
|---|-------------------------|--------------------|
| Criminal Court Case Management - Maintenance (Monthly)    | 07/01/2021 - 12/31/2021 | \$ 5,306.76        |
| Centralized Cash Collections - Maintenance (Monthly)      | 07/01/2021 - 12/31/2021 | \$ 796.08          |
| System Software Maintenance - Monthly Fee                 | 07/01/2021 - 12/31/2021 | \$ 386.58          |
| Report Writer Additional Designer - Maintenance (Monthly) | 07/01/2021 - 12/31/2021 | \$ 66.30           |
| Probation Module - Maintenance(Monthly)                   | 07/01/2021 - 12/31/2021 | \$ 335.04          |
| <b>Total:</b>   |                         | <b>\$ 6,890.76</b> |

\*Applicable taxes not included

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| DESCRIPTION   | CYCLE DATE              | AMOUNT             |
|---|-------------------------|--------------------|
| Criminal Court Case Management - Maintenance (Monthly)    | 01/01/2022 - 06/30/2022 | \$ 5,572.10        |
| Centralized Cash Collections - Maintenance (Monthly)      | 01/01/2022 - 06/30/2022 | \$ 835.88          |
| System Software Maintenance - Monthly Fee                 | 01/01/2022 - 06/30/2022 | \$ 405.91          |
| Report Writer Additional Designer - Maintenance (Monthly) | 01/01/2022 - 06/30/2022 | \$ 69.62           |
| Probation Module - Maintenance(Monthly)                   | 01/01/2022 - 06/30/2022 | \$ 351.79          |
| <b>Total:</b>   |                         | <b>\$ 7,235.30</b> |

\*Applicable taxes not included

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Superion Solutions Agreement

This Superior Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between Superior, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("Superion") and City of Midwest City ("Customer"), together with Superior, the "Parties", and each, a "Party".

WHEREAS, Superior licenses and gives access to certain software applications ("Superion Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superior Solutions and receive professional services described herein, and Superior desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

| Superion, LLC                                   | Midwest City Municipal Authority                  |
|---|---|
| 1000 Business Center Dr.<br>Lake Mary, FL 32746 | 100 North Midwest Blvd.<br>Midwest City, OK 73140 |
| By:   | By:   |
| Print Name: Tom Amburgey                        | Print Name: Matt Dukes                            |
| Print Title: General Manager                    | Print Title: Mayor                                |
| Date Signed: 6/20/2018                          | Date Signed: 6.27.18                              |

1. Superior Solution: NaviLine Public Administration

2. Term.

2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

2.3. Non-Renewal. The Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the Initial or current contract term. Superior may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the renewal term or any successive term thereafter.

3. Fees. In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "Project Cost Summary").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superior Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superior Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Superior Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health



information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU Data Protection Directive (Directive 95/46/EEC), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Superior Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

## 5. License, Access & Services.

- 5.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Superior Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. Nothing in this agreement will affect Customer's current ownership of software licenses. Should there arise a need to revert back to a premises based system, Customer retains right and title to all of its previously licensed solutions.
- 5.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Superior shall deliver to Customer the initial copies of the Superior Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. **Documentation License.** Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superior Solutions.
- 5.4. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
  - 5.4.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and
  - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.

- 5.5. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Equipment. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
  - 5.6.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
  - 5.6.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
  - 5.6.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
  - 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
  - 5.6.6. any relocation of the Superior Solution other than by Superior personnel;
  - 5.6.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
  - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.8. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").
- 5.10. Security Measures. The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.
6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
- 6.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

## 7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

## 8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Superior Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

## 9. Confidentiality.

- 9.1. Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

## 10. Security.

- 10.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.

**11. Personal Data.** If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Superior Solutions and perform its other obligations under this Agreement; and

11.3. Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and

11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**12. Representations and Warranties.**

12.1. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Execution Date, the Superior Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

12.2. Professional Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

12.3. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY,**

FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**  
1000 Business Center Dr.  
Lake Mary, FL.  
Phone: 407-304-3235 email: [info@superion.com](mailto:info@superion.com)  
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Midwest City**  
100 North Midwest Blvd.  
Midwest City, OK 73110  
Phone: 405-739-1373 email: [RRushing@midwestcityok.org](mailto:RRushing@midwestcityok.org)  
Attention: Ryan Rushing

14. **Force Majeure.**

14.1. **No Breach or Default.** Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.

14.2. **Affected Party Obligations.** In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. **Mutual Indemnification.**

15.1. **Superion Indemnification.** Superior shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superior Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.1.1. Third-Party Materials or Customer Data;

15.1.2. access to or use of the Superior Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;

15.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;

15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or

- 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.
- 15.2. **Customer Indemnification.** As allowed by Oklahoma law, Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;
- 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 15.3. **Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.
- 15.4. **Sole Remedy.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERIOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERIOR SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 16. Termination.** This Agreement may be terminated:
- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:
- 17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and
- 17.2. all amounts payable by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration.
- 17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 17.4. **Return of Customer Data.** If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 17.5. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.
- 18. Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by

operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. **No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

20. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

20.1. **Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties further agree that judgment may be entered upon the award by of any court having jurisdiction.

21. **Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Oklahoma excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Oklahoma, or a United States District Court for the Western District of Oklahoma, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. **Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. **LIMITATIONS OF LIABILITY.**

23.1. **LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.



23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. **Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

25. **Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.

26. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. **Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29. **Incorporated Exhibits to this Agreement:**

- 29.1. Exhibit 1 – Project Cost Summary
- 29.2. Exhibit 2 - Maintenance & Support Standards
- 29.3. Exhibit 3 – Travel Expense Guidelines
- 29.4. Exhibit 4 – Insurance Requirements
- 29.5. Exhibit 5 – Scope of Work



EXHIBIT 1

Project Cost Summary

|  | Applications and/or Services  | Annual Access Fee             |
|--|---|-------------------------------|
| Existing NaviLine Products (Currently Licensed)    | OnePoint Point-of-Sale (1)  | 1533.35                       |
|  | OnePoint C2G eCheck Act. (1)  | 1505.30                       |
|  | NaviLine Work Orders/Facility Management (1)  | 7638.70                       |
|  | NaviLine Time & Attendance Interface-Generic (1)  | 675.00                        |
|  | NaviLine Purchasing/Inventory (1)   | 6963.40                       |
|  | NaviLine Payroll/Personnel (1)  | 9875.40                       |
|  | NaviLine Land/Parcel Mgmt (1)   | 4445.35                       |
|  | NaviLine GMBA w/Extended Reporting (1)  | 11640.90                      |
|  | NaviLine Fixed Assets (1)   | 2771.25                       |
|  | NaviLine Document Management Services (1)   | 1427.90                       |
|  | NaviLine Customer Information System (1)  | 18977.13                      |
|  | NaviLine Cash Receipts (1)  | 2700.95                       |
|  | NaviLine Business Licenses (1)  | 2968.25                       |
|  | NaviLine Building Permits (1)   | 5669.20                       |
|  | NaviLine Accounts Receivable (1)  | 4206.20                       |
|  | Modifications (32)  | 1000.00                       |
|  | Cognos BI: Administrator (1)  | 2200.00                       |
| Click2Gov Core Module (1)                          | 1308.30   |                               |
| Click2Gov CIS Module (1)                           | 4304.70   |                               |
|  | <b>TOTAL</b>  | <b>\$91,811</b>               |
| Terminating NaviLine Products                      | Edge User Interface, Click2Gov Wireless BP  |                               |
| Existing Third Party Products (Currently Licensed) | Cognos BI:Adminsitrator, Click2Gov Core Module, Oracle BEA WebLogic Express   | Included in Annual Access Fee |
| Terminating Third Party Products                   | Edge  |                               |
| Retrofit Modifications                             | 32 Mods   | Included in Annual Access Fee |
| Horizon Cloud Services                             | Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superior applications. | Included in Annual Access Fee |
| NaviLine Test Environment                          | 2 refreshes per year; \$600 per additional refresh.   | Included in Annual Access Fee |
| <b>Total Proposed System:</b>                      |   | <b>\$91,811</b>               |

NOTES

|        | <u>Sample Annual Pricing</u> | <u>Annual Fees</u> |
|--------|------------------------------|--------------------|
| Year 1 |                              | \$ 91,811.00       |
| Year 2 |                              | \$ 94,565.33       |
| Year 3 |                              | \$ 97,402.29       |
| Year 4 |                              | \$ 100,324.36      |
| Year 5 |                              | \$ 103,334.09      |
|        | 3% increase per year         |                    |

The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract.

Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.

Customer will be contacted by the Superior Project Manager to begin the implementation process.

#### **PAYMENT TERMS:**

- a. The Annual Access Fee is due upon the Execution Date, and annually thereafter on the Anniversary of the Execution Date, to be paid in monthly installments of the annual amount.
- b. Additional Costs. Customer will reimburse Superior for actual travel expenses that Superior incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 ("Superior Travel Expense Guidelines") attached hereto and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption.
- d. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until all past due amounts have been paid.

**EXHIBIT 2**

**Support Standards**

**1. Service Level Commitments**

**1.1. Overall System Availability.**

1.1.1. **Target.** In each Service Period, the target for availability of the Superior Solutions is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Superior Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superior will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Superior will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the Superior Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superior's hosted environment. Superior has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 1.1.2.1. mutually agreed upon by Superior and the Customer.
- 1.1.2.2. paid, installed and maintained by the Customer.
- 1.1.2.3. non-invasive and may not reside on Superior's systems.

1.2. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

| Service Availability in the relevant Service Period | Percentage Reduction in Monthly Fee for the Subsequent Service Period |
|---|---|
| Less than 99.9% but greater than or equal to 99.0%  | 5%  |
| Less than 99.0% but greater than or equal to 95.0%  | 10%   |
| Less than 95%                                       | 20%   |

1.4. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Superior Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

**2. Server Performance & Capacity.**

2.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Superior Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior

protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

**3. System Maintenance.**

3.1. Superior Solutions maintenance and upgrades. Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.

**4. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superior will make commercially reasonable efforts to respond to Superior Solutions incidents for live production systems using the following guidelines:

| Priority Level | Impact       | Description   | Performance Target   | Minimum Performance Goal % |
|----------------|--------------|---|--|----------------------------|
| 1              | Urgent       | An Incident that results in loss of Customer connectivity to all of the Superior Solutions or results in loss, corruption or damage to Customer's Data. | Superior will respond within 1 hour of the issue being reported.   | 95%                        |
| 2              | Critical     | An Incident that has an adverse material impact on the performance of the Superior Solutions or materially restricts Customer's day-to-day operations.  | Superior will respond within 2 hours of the issue being reported.  | 95%                        |
| 3              | Non-Critical | An Incident that does not result in a failure of the Superior Solutions but a fault exists that restricts the Customer's use of the Superior Solutions. | Superior will respond within 4 hours of the issue being reported.  | 95%                        |
| 4              | Minor        | An Incident that does not affect or which has minimal adverse impact on the use of the Superior Solutions.  | Superior will respond within 24 hours of the issue being reported. | 95%                        |

4.1. Measurement. Superior shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

**5. Disaster Recovery.** Superior provides disaster recovery services for Superior Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, Superior will provide the ability to connect to the appropriate data center using software provided by Superior. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

**6. Exceptions.** Superior shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 6.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Superior Solutions.
- 6.2. denial of reasonable access to Customer's system or premises preventing Superior from addressing the issue.
- 6.3. material changes made to the usage of the Superior Solutions by Customer where Superior has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Superior Solutions.
- 6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 6.5. a documented Defect.

7. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superion provides a continuous resolution effort until the issue is resolved.
8. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superion will prioritize these requests, and determine if extra time is needed to order equipment or software.
9. **Non-Production Environments.** Superion will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

**10. Responsibility Summary Matrix.**

| Responsibility Summary Matrix                                     |                         |                         |
|---|-------------------------|-------------------------|
| Description   | Superion Responsibility | Customer Responsibility |
| ASP Server Hardware management                                    | X                       |                         |
| ASP Server File system management                                 | X                       |                         |
| ASP Server OS upgrades and maintenance                            | X                       |                         |
| ASP Database product upgrades and maintenance                     | X                       |                         |
| ASP 3 <sup>rd</sup> Party product upgrades and maintenance        | X                       |                         |
| Application Update Installation                                   |                         |                         |
| Request to install application updates                            |                         | X                       |
| Installation of application updates                               | X                       |                         |
| ASP Backup Management   | X                       |                         |
| Data and or File restoration                                      |                         |                         |
| Request to restore data and or files                              |                         | X                       |
| Restoration of data and or files                                  | X                       |                         |
| Network   |                         |                         |
| ASP Network up to and including the router at Superion's location | X                       |                         |
| ASP Router at Customer's location                                 | X                       |                         |
| Customer's network up to the router at Customer's location        |                         | X                       |
| Customer Workstations   |                         | X                       |
| System Performance  | X                       | X                       |
| Add/Change users  |                         |                         |
| User add/change requests  |                         | X                       |
| User add/change implementation for System Access                  | X                       |                         |
| User add/change implementation for Superion Solutions             |                         | X                       |
| Add/Change Printers   |                         |                         |
| Printer add/change requests                                       |                         | X                       |
| Printer add/change implementation on ASP network                  | X                       |                         |
| Printer add/change implementation for Superion Solutions          |                         | X                       |
| Disaster Recovery   | X                       |                         |
| Password Management   | X                       | X                       |
| Application Management  |                         |                         |
| Application Configuration   |                         | X                       |
| Application Security Management                                   |                         | X                       |
| Accuracy and Control of Data                                      |                         | X                       |
| Security  |                         |                         |
| Intrusion and Penetration Testing                                 | X                       |                         |

11. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a

VPN concentrator, including router, this will be provided by Superior. It will reside at Customer's location but is, and shall remain the property of Superior.

12. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superior. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
13. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Superior Solutions.
14. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superior or (ii) development work for enhancements or features that are outside the documented functionality of the Superior Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superior retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superior as a separate billable service.
15. **Disagreement Procedure.** In case the parties are in disagreement as to whether Superior has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

Superior: Director of Operations (first level); VP of Services (escalation – 1<sup>st</sup> level); General Manager (escalation – 2<sup>nd</sup> level)

Customer: \_\_\_\_\_

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

## 16. Telephone Support & Support Portal

- 16.1. **Hours.** Superior shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superior in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Superior Solutions or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. **Releases.** Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Superior Solutions shall be furnished by means of new Releases of the Superior Solutions and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.
- 16.3. **Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superior support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.



### EXHIBIT 3

## SUPERIOR TRAVEL EXPENSE GUIDELINES

Superior will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

**AIR TRAVEL** – Superior will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superior shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** – Superior will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more Superior employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superior shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superior auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – Superior staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – Standard per Diem. Subject to change due to cost of living.



#### EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**, statutory limits, and **Employer's Liability** with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



City Clerk  
100 N. Midwest Blvd  
Midwest City, OK 73110  
office 405.739.1240

### Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 22, 2021

SUBJECT: Discussion and consideration of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications, for Fiscal Year 21-22.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 21-22. Staff has been pleased with the service and the cost has been less than originally projected.

Action is at the discretion of the Council. Staff recommends approval.

A handwritten signature in black ink that reads "Sara Hancock".

Sara Hancock, City Clerk

Attachment



City Clerk  
100 N. Midwest Blvd  
Midwest City, OK 73110  
office 405.739.1240

March 2, 2021

Dataprose  
Attn: COO  
1122 W Bethel Rd  
Coppell, TX 75019

Dataprose Production Agreement dated 8/12/14

It is time to re-new the city of Midwest City's contracts for FY 21/22 that will begin on July 1, 2021. As you will recall, we have the option to renew 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.

Sara Hancock  
City Clerk

X

\_\_\_\_\_

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

\_\_\_\_\_

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

Sign:  Title: COO Date: 06/10/2021

**Schedule 1.0 – Fees for Goods & Services**

|  |          |                        |
|--|----------|------------------------|
| <b>Bill Package</b> (Includes: data processing & simplex, laser imaging, 8.5x11 white paper, preprinted 2 colors front/1 color back, perforated at 3.5" from bottom, #10 window OE, 8 5/8 single window RE, folding, inserting, presorting and delivery to USPS) | \$0.082  | Per Bill or Notice     |
| Search & ViewBill (includes 12 months storage)   | \$0.015  | Per Bill               |
| NCOALink – Automated address update service (optional)   | \$0.50   | Per Address Correction |
| Search & ViewBill Transmission Fee (CD or FTP – Shipping will be charged separately)   | \$100.00 | Per Month              |
| Additional Impressions B&W   | \$0.03   | Per Impression         |
| Additional Impressions 2 color/ Up to Full color   | \$0.05   | Per Impression         |
| Single color overlay (red, green, etc.) – if applicable  | \$0.01   | Per Impression         |
| Bill Suppression (data processing only – Group Y & Z)  | 0.05     | Per Bill               |
| Oversize Surcharge (8-99 page bills – Group C)   | \$0.20   | Per Bill               |
| Oversize Surcharge (100+ page bills – Group D & E)   | \$4.00   | Per Bill               |
| Additional Inserts (Inserting fee / above and beyond what is included in the Bill Package)   | \$0.015  | Per Insert             |
| Offline Folding (As requested)   | \$0.005  | Per Piece              |
| Basic Set up Fee (Standard Format and Reports)   | N/C      | One Time               |
| Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)   | \$125.00 | Per Hour               |
| Freight, Courier & Air Delivery  | Cost     | Per Request            |
| Minimum Daily Processing/Production Fee  | \$75.00  | Per Day                |
| Postage (1 oz.)  | 0.381    | Per Bill               |

**Schedule 2.0 – Postage Escrow**

|  |          |                   |
|--|----------|-------------------|
| Postage Escrow (Based on two (2) months estimated volume –42,000 statements x \$0.381) | \$16,002 | (2 months @ .381) |
|--|----------|-------------------|

**Schedule 3.0 – Performance Guarantee**

If the City's approved data file is received by DataProse by 11:00 AM CST, we guarantee same day delivery to the US Postal Service. For all processing DataProse will deliver Client's bills and notices within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client's bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles

**Schedule 3.1 – Determination Date**

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

**Schedule 3.2 – Approval and/or Business Rule Exception**

If an Approval has been required by Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.

Client:  DataProse: 



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

---

TO : Honorable Mayor and Council

FROM : Billy Harless, Director

DATE : June 22, 2021

SUBJECT : Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreement with Azteca Systems, LLC, Environmental Systems Research Institute (ESRI) in the total amount of \$217,166.

**Azteca Systems, LLC** in the amount of \$120,000.00 for Cityworks AMS and PLL annual maintenance; **Azteca Systems, LLC** in an amount of \$36,666.00 for AMS and PLL Server Premium upgrade; **Environmental Systems Research Institute (ESRI)** in the amount of \$55,000.00 for Small Government ELA annual maintenance; **Environmental Systems Research Institute (ESRI)** in the amount of \$5,500.00 for GeoEvent Server annual maintenance.

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:ta



**Azteca Systems, LLC - Cityworks**  
 11075 S State St, Suite 24 | Sandy, UT 84070  
 801-523-2751 | Fax # 801-523-3734

Quote Number Q-12544-1  
 Created Date 3/5/2021  
 Expiration Date 6/4/2021

**Contact Information**

Contact Name: Greg Hakman Prepared By Name: Veronica Schindler  
 Customer: Midwest City (OK), City of Prepared By Phone: (801) 523-2751  
 Contact Address: Community Development  
 100 N Midwest Blvd  
 Midwest City, OK  
 73110

**Quote Lines**

| Product Name             | Quantity/<br>Population | Net Unit Price |
|--------------------------|-------------------------|----------------|
| ELA - SERVER AMS PREMIUM | 1.00                    | USD 18,333.00  |
| ELA - Server PLL PREMIUM | 1.00                    | USD 18,333.00  |
| <b>TOTAL:</b>            |                         | USD 36,666.00  |

**Notes**

|                     |                |                   |                          |
|---------------------|----------------|-------------------|--------------------------|
| Year 1 Dollar Value | USD 36,666.00  | Year 1 Date Range | 08/01/2021 - 06/30/2022* |
| Year 2 Dollar Value | USD 160,000.00 | Year 2 Date Range | 07/01/2022 - 06/30/2023  |
| Year 3 Dollar Value |                | Year 3 Date Range |                          |

**Quote Notes:**

Quote upgrades current licensing to Premium AMS/PLL ELA

**Updated License:**

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

- Office
- Respond
- Mobile Native Apps (for iOS/Android)

**--Includes the following Add-ons:**

- Storeroom
- Equipment Checkout
- Contracts
- Cityworks for Excel
- Cityworks Analytics for AMS
- eURL (Enterprise URL)
- Operational Insights
- Workload
- Web Hooks
- CCTV Interface for PACP
- Pavement Management
- Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners  
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Server PLL Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:  
Office  
Respond  
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Use of Cityworks PLL Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on 50,001 - 100,000 population range

\*Fee for Year 1 reflects upgrade at \$40,000.00/year and is pro-rated for a period of 08/01/2021 - 06/30/2022. Quote assumes Current Renewal Amount of \$120,000.00 for period of 07/01/2021 - 06/30/2022 has been paid on or around 07/01/2021.

## Terms and Conditions

### Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the

right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date





# Quotation # Q-442056

Date: April 27, 2021

Customer # 259169 Contract #

City of Midwest City  
Community Development Dept  
100 N Midwest Blvd  
Midwest City, OK 73110-4319

ATTENTION: Greg Hakman  
PHONE: 4057391219  
EMAIL: ghakman@midwestcityok.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 4/27/2021 To: 7/26/2021

| Material   | Qty | Term   | Unit Price | Total      |
|--|-----|--------|------------|------------|
| 168441   | 1   | Year 1 | \$5,500.00 | \$5,500.00 |
| ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement |     |        |            |            |
| 168441   | 1   | Year 2 | \$5,500.00 | \$5,500.00 |
| ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement |     |        |            |            |
| 168441   | 1   | Year 3 | \$5,500.00 | \$5,500.00 |
| ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement |     |        |            |            |

|   |                    |
|---|--------------------|
| Subtotal:   | \$16,500.00        |
| Sales Tax:  | \$0.00             |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00             |
| Contract Price Adjust:                            | \$0.00             |
| <b>Total:</b>                                     | <b>\$16,500.00</b> |

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

|   |                                  |                             |
|---|----------------------------------|-----------------------------|
| <b>For questions contact:</b><br>Jacob Blind  | <b>Email:</b><br>jblind@esri.com | <b>Phone:</b><br>8801 x8801 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation 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. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                  |                             |

BLINDJ

**This offer is limited to the terms and conditions incorporated and attached herein.**



March 10, 2021

Greg Hakman  
City of Midwest City  
100 N Midwest Blvd  
Midwest City, OK 73110-4319

Dear Greg,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

|                              |  |
|------------------------------|--|
| Esri                         | e-mail: <a href="mailto:service@esri.com">service@esri.com</a> |
| Attn: Customer Service SG-EA | fax documents to: 909-307-3083                                 |
| 380 New York Street          |  |
| Redlands, CA 92373-8100      |  |

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jacob Blind



# Quotation # Q-437939

Date: March 10, 2021

Customer # 259169 Contract #

City of Midwest City  
Community Development Dept  
100 N Midwest Blvd  
Midwest City, OK 73110-4319

ATTENTION: Greg Hakman  
PHONE: 4057391219  
EMAIL: ghakman@midwestcityok.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 3/10/2021 To: 9/6/2021*

| Material  | Qty | Term   | Unit Price  | Total       |
|---|-----|--------|-------------|-------------|
| 168179  | 1   | Year 1 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |             |
| 168179  | 1   | Year 2 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |             |
| 168179  | 1   | Year 3 | \$55,000.00 | \$55,000.00 |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |             |

|   |                     |
|---|---------------------|
| Subtotal:   | \$165,000.00        |
| Sales Tax:  | \$0.00              |
| Estimated Shipping and Handling (2 Day Delivery): | \$0.00              |
| Contract Price Adjust:                            | \$0.00              |
| <b>Total:</b>                                     | <b>\$165,000.00</b> |

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

|   |                                  |                             |
|---|----------------------------------|-----------------------------|
| <b>For questions contact:</b><br>Jacob Blind  | <b>Email:</b><br>jblind@esri.com | <b>Phone:</b><br>8801 x8801 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation 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. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> |                                  |                             |

BLINDJ

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-3)**

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

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master 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 Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America 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 (Single Use)**

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

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image 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 Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
250 ArcGIS Online Viewers  
250 ArcGIS Online Creators  
37,500 ArcGIS Online Service Credits  
250 ArcGIS Enterprise Creators  
5 ArcGIS Insights in ArcGIS Enterprise  
5 ArcGIS Insights in ArcGIS Online  
50 ArcGIS Tracker for ArcGIS Enterprise  
50 ArcGIS Tracker for ArcGIS Online  
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
4 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

|   |          |
|---|----------|
| Number of Esri User Conference registrations provided annually  | <b>4</b> |
| Number of Tier 1 Help Desk individuals authorized to call Esri  | <b>4</b> |
| Maximum number of sets of backup media, if requested*   | <b>2</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |          |

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (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:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER 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 Master Agreement, the following definitions apply to this Agreement:

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

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

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

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master 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 Customer.

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

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

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

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer 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 of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer 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 Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer 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 Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

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

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon 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 have 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 Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 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 Customer. Customer 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 Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of 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 <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). 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. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer'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 point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, 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 Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer 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 Case submitted by Tier 1 Help Desk.
5. When the Case 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 Customer'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. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer 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 of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer 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. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer 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 Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer'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 Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 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, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



**Contact Information**

|                  |  |                    |                     |
|------------------|--|--------------------|---------------------|
| Contact Name:    | Greg Hakman  | Prepared By Name:  | Jenn Miya           |
| Customer:        | Midwest City (OK), City of   | Prepared By Phone: | (801) 872-9528      |
| Contact Address: | Community Development<br>100 N Midwest Blvd<br>Midwest City, OK<br>73110 | Prepared By Email: | jmiya@cityworks.com |

**Quote Lines**

| Product Name                        | Quantity | Net Unit Price |
|-------------------------------------|----------|----------------|
| Server AMS Standard ELA             | 1.00     | USD 60,000.00  |
| Server PLL Standard ELA License     | 1.00     | USD 60,000.00  |
| Service Request API License         | 1.00     | USD 0.00       |
| Storeroom ELA License               | 1.00     | USD 0.00       |
| MicroPaver Interface ELA License    | 1.00     | USD 0.00       |
| eURL ELA License                    | 1.00     | USD 0.00       |
| Equipment Checkout ELA License      | 1.00     | USD 0.00       |
| Contracts ELA License               | 1.00     | USD 0.00       |
| Cityworks for Excel ELA License     | 1.00     | USD 0.00       |
| AMS Native Mobile Apps ELA License  | 1.00     | USD 0.00       |
| CCTV Interface for PACP ELA License | 1.00     | USD 0.00       |
| AMS Respond ELA License             | 1.00     | USD 0.00       |
| Web Hooks for AMS                   | 1.00     | USD 0.00       |
| Cityworks Analytics for AMS         | 1.00     | USD 0.00       |
| PLL Native Mobile Apps ELA License  | 1.00     | USD 0.00       |
| PLL Public Access ELA License       | 1.00     | USD 0.00       |
| Respond PLL License                 | 1.00     | USD 0.00       |
| Workload                            | 1.00     | USD 0.00       |
| Cityworks Analytics for PLL         | 1.00     | USD 0.00       |
| <b>TOTAL:</b>                       |          | USD 120,000.00 |

**Maintenance Start Date: 7/1/2021    Maintenance End Date: 6/30/2022**

Quote Notes:

## Terms and Conditions

### Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

### Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

### International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, AICP, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : June 22<sup>nd</sup>, 2021

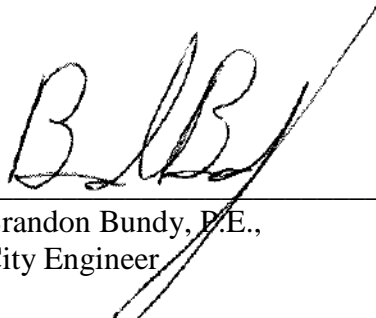
SUBJECT : Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$67,919 for the purposes of relocating a conflicting primary feed in the W.P. Bill Atkinson Park, a 2018 General Obligation Project.

---

There is an existing underground utility crossing in direct conflict with the hanger building; part of the W.P. Bill Atkinson Park. This invoice will pay for the efforts and materials necessary for OG&E to move their facility.

Funding for this project is appropriated in project #9219G1.

Staff recommends approval.



---

Brandon Bundy, P.E.,  
City Engineer

Attachments



# Conditions for Construction/Installation Agreement

**Applicant** MIDWEST CITY

*Note: Applicant must be property owner or legal representative.*

**Location** WP Bill Atkinson Park

Applicant has requested that OG&E Electric Services install electric facilities on property location shown above. To accommodate your request you agree to the following:

**Customer Requirements for all Projects**

- Applicant is responsible for locating all private underground facilities prior to commencing any excavation on the property. OG&E and its contractors are not responsible for damage to private underground facilities that were not located or improperly located.
- Applicant is responsible for backfill compaction, removal of rock and other debris remaining after excavation, and replacement of sod or other landscaping features.
- Pipe that will be under pavement must be installed prior to paving, failure to coordinate paving schedule with Project Manager could result in additional charges to the Applicant.
- Applicant is responsible for providing utility easement, which may require obtaining 3<sup>rd</sup> party or disinterested party easements.
- Applicant is responsible for clearing path for OG&E facilities.
- Applicant must have the property pinned and to final grade prior to OG&E staking the job for construction. If grade is changed after construction is completed and causes OG&E to relocate facilities, Applicant will pay for 100% of relocation costs.
- For all new lighting projects or lighting upgrade projects:  
There is a 3 year contract on all LED lights. If the light is disconnected before the 3 year contract expires the customer will be charged an early termination fee of \$114 for the first light and \$50 for each additional light if more than one light is terminated at the same time.

Applicant acknowledges that they have read and have been advised of all requirements. Oklahoma Applicant is aware of Title 63 Oklahoma Underground Facilities Damage Prevention Act (1991) Section 142.1, et. seq. (One-call statute, 8-1-1) prior to beginning any excavation or demolition pursuant to the provisions of this act. Arkansas Applicant is aware of Title 14-271-101 (One-call statute, 8-1-1) Arkansas Underground Facilities Damage Prevention Act prior to beginning any excavation or demolition pursuant to the provisions of this act.

Other Conditions and/or Agreements made between OG&E and Applicant prior to excavation:

THE CITY OF MIDWEST CITY TO PAY THE PROJECT COST OF \$67,919 TO RELOCATE UNDER GROUND VAULT SYSTEM

W.O 8435362

*Signature of OG&E Representative*

JOSE RUIZ

*Print Name*

LEAD ENG TECH

*Print Title*

*Date*

*Signature of Applicant: Property Owner or Legal Representative*

*Print Name*

*Print Title*

*Date*



CITY of MIDWEST CITY  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION  
Brandon Bundy, P.E., City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, AICP, Manager  
COMPREHENSIVE PLANNER  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., City Engineer

DATE : June 22<sup>nd</sup>, 2021

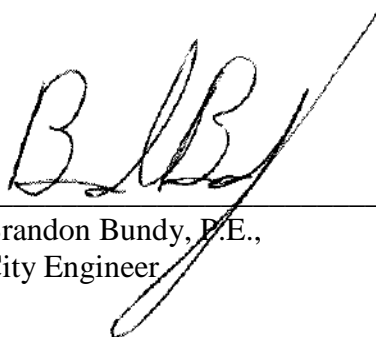
SUBJECT : Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$26,135 for the purposes of relocating an existing aerial crossing to a prepared underground crossing of the W.P. Bill Atkinson Park, a 2018 General Obligation Project.

---

There is an existing aerial utility crossing of the north portion of the W.P. Bill Atkinson Park. Staff has been working with AT&T, Cox, and OG&E to remove the aerial crossing in favor of an underground crossing to improve the quality of the park. This invoice will pay for the efforts and materials necessary for OG&E to put their facility underground.

Funding for this project is appropriated in project #9219G1.

Staff recommends approval.



---

Brandon Bundy, P.E.,  
City Engineer

Attachments





# Conditions for Construction/Installation Agreement

**Applicant**   MIDWEST CITY  

*Note: Applicant must be property owner or legal representative.*

**Location**   WP Bill Atkinson Park  

Applicant has requested that OG&E Electric Services install electric facilities on property location shown above. To accommodate your request you agree to the following:

**Customer Requirements for all Projects**

- Applicant is responsible for locating all private underground facilities prior to commencing any excavation on the property. OG&E and its contractors are not responsible for damage to private underground facilities that were not located or improperly located.
- Applicant is responsible for backfill compaction, removal of rock and other debris remaining after excavation, and replacement of sod or other landscaping features.
- Pipe that will be under pavement must be installed prior to paving, failure to coordinate paving schedule with Project Manager could result in additional charges to the Applicant.
- Applicant is responsible for providing utility easement, which may require obtaining 3<sup>rd</sup> party or disinterested party easements.
- Applicant is responsible for clearing path for OG&E facilities.
- Applicant must have the property pinned and to final grade prior to OG&E staking the job for construction. If grade is changed after construction is completed and causes OG&E to relocate facilities, Applicant will pay for 100% of relocation costs.
- For all new lighting projects or lighting upgrade projects:  
There is a 3 year contract on all LED lights. If the light is disconnected before the 3 year contract expires the customer will be charged an early termination fee of \$114 for the first light and \$50 for each additional light if more than one light is terminated at the same time.

Applicant acknowledges that they have read and have been advised of all requirements. Oklahoma Applicant is aware of Title 63 Oklahoma Underground Facilities Damage Prevention Act (1991) Section 142.1, et. seq. (One-call statute, 8-1-1) prior to beginning any excavation or demolition pursuant to the provisions of this act. Arkansas Applicant is aware of Title 14-271-101 (One-call statute, 8-1-1) Arkansas Underground Facilities Damage Prevention Act prior to beginning any excavation or demolition pursuant to the provisions of this act.

Other Conditions and/or Agreements made between OG&E and Applicant prior to excavation:

THE CITY OF MIDWEST CITY TO PAY THE PROJECT COST OF \$26,135.00 TO RELOCAT OVERHEAD PRIMARY WIRE  
TO UNDERGROUND W.O 8435050  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Signature of OG&E Representative*  
JOSE RUIZ

*Print Name*  
LEAD ENG TECH

*Print Title*  
\_\_\_\_\_

*Date*  
\_\_\_\_\_

*Signature of Applicant: Property Owner or Legal Representative*  
\_\_\_\_\_

*Print Name*  
\_\_\_\_\_

*Print Title*  
\_\_\_\_\_

*Date*  
\_\_\_\_\_



**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: Sid Porter, Chief of Police (Interim)

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Choctaw, City of Spencer, and the town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day per entity.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Choctaw, City of Spencer, and the town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a new rate of \$65.00 per day per entity. The terms of the agreement shall be from July 1, 2021 through June 30, 2022.

Staff recommends approval.

Sid Porter  
Chief of Police (Interim)

Attachment: Agreements

**CITY OF MIDWEST CITY  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1<sup>st</sup> day of July 2021** 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 **1<sup>st</sup> day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30<sup>th</sup> day of June, 2022.** 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.
    - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.
2. 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.

3. Purpose.

- A. 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

4. 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.

5. 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 sixty-five dollars (\$65.00) per day per Choctaw prisoner or hold for municipal/state prisoner is held on behalf of Choctaw. 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 15<sup>th</sup> 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.

6. Services.

- A. 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:
- B. 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.
- C. 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.
- D. 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.
- E. 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.

7. 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.

8. 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

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.

9. Severable Liability.

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

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

- If to Choctaw: City Clerk  
City of Choctaw  
2500 North Choctaw Road  
P.O. Box 567  
Choctaw, Oklahoma 73020-0567
- With a copy to police chief: Chief of Police  
City of Choctaw  
13240 N.E. 23<sup>rd</sup> Street  
P.O. Box 567  
Choctaw, Oklahoma 73020-0567
- If to Midwest City: City Clerk  
City of Midwest City  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110
- With a copy to police chief: Chief of Police  
City of Midwest City  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

11. 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.

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

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

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

20. 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 this 18 day of May, 2021 and by the mayor and council of the City of Midwest City, Oklahoma the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Choctaw**

Attest:

*Randy Ross*  
Randy Ross, Mayor



*Amanda Valent*  
Amanda Valent, City Clerk

*Ray Vincent*  
Ray Vincent, City Attorney

Approved by the governing body of \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Donald Maisch, City Attorney

**CITY OF MIDWEST CITY  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1<sup>st</sup> day of July 2021** by and between the **City of Spencer**, Oklahoma a municipal corporation (hereinafter referred to as “Spencer”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

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

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

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

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

1. Term/Renewal.
  - A. The term of this Agreement shall commence on this **1<sup>st</sup> day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30<sup>th</sup> day of June, 2022.** 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.
    - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.
2. Definitions.
  - A. A “Spencer prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Spencer municipal convictions and/or any other person that is otherwise held solely at the request of Spencer police.
  - B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Spencer police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Spencer prisoners when all state charges

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

3. Purpose.

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

4. 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.

5. Compensation.

- A. Spencer's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Spencer agrees to pay Midwest City sixty-five dollars (\$65.00) per day per Spencer prisoner or hold for municipal/state prisoner is held on behalf of Spencer. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Spencer prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Spencer municipal ordinances or Oklahoma state statutes, or otherwise held for Spencer police.
- B. Midwest City agrees to prepare and submit to Spencer monthly statements no later than the 15<sup>th</sup> of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Spencer agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

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

7. Custody.

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

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

8. Medical Care.

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

any Spencer prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

9. Severable Liability.

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

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

- If to Spencer: City Clerk  
City of Spencer  
8300 NE 36<sup>th</sup> Street  
Spencer, Oklahoma 73084
- With a copy to police chief: Chief of Police  
City of Spencer  
8300 NE 36<sup>th</sup> Street  
Spencer, Oklahoma 73084
- If to Midwest City: City Clerk  
City of Midwest City  
100 North Midwest Boulevard  
Midwest City, Oklahoma  
73110
- With a copy to police chief: Chief of Police  
City of Midwest City

100 North Midwest Boulevard  
Midwest City, Oklahoma  
73110

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

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

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

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

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

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

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

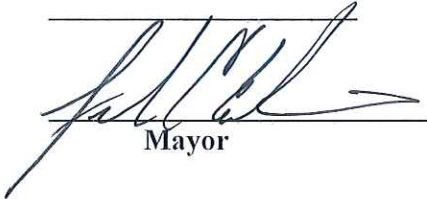
19. Transportation of Spencer Prisoners. Spencer hereby assumes responsibility for the transportation of Spencer prisoners to all municipal court appearances and shall hereby coordinate with the Spencer municipal judges for the posting of bonds for those persons charged with violations of Spencer ordinances.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

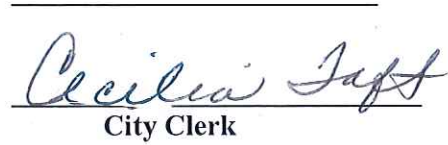
20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

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

**City of Spencer**

Attest:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Attorney

Approved by the governing body of \_\_\_\_\_, Oklahoma, on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Donald Maisch, City Attorney



**CITY OF MIDWEST CITY  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1<sup>st</sup> day of July 2021** by and between the **Town of Forest Park**, Oklahoma a municipal corporation (hereinafter referred to as "Forest Park"), 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 **1<sup>st</sup> day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30<sup>th</sup> day of June, 2022.** 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.
  - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

- A. A "Forest Park prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Forest Park municipal convictions and/or any other person that is otherwise held solely at the request of Forest Park police.

- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Forest Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Forest Park prisoners when all state charges have been declined or disposed of and the prisoner is being held only for Forest Park municipal charge(s) or Forest Park municipal conviction(s), or otherwise held at the request of Forest Park police.

3. Purpose.

- A. The purpose of this Agreement is to provide for the incarceration of Forest Park prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest Town officials, and to otherwise coordinate booking and detention functions

4. 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.

5. Compensation.

- A. Forest Park’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, Forest Park agrees to pay Midwest City sixty-five dollars (\$65.00) per day per Forest Park prisoner or hold for municipal/state prisoner is held on behalf of Forest Park. 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 Forest Park 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 Forest Park municipal ordinances or Oklahoma state statutes, or otherwise held for Forest Park police.
- B. Midwest City agrees to prepare and submit to Forest Park monthly statements no later than the 15<sup>th</sup> of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Forest Park agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

- A. 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:
- B. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Forest Park prisoners or hold for municipal/state prisoners.
- C. Midwest City shall permit Forest Park law enforcement officers and Forest Park's agents, in the pursuance of their official duties, as approved by the Forest Park 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, Forest Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- D. Midwest City shall allow Forest Park access, at all times, to Forest Park prisoners or hold for municipal/state prisoners. Forest Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Forest Park until such time as they are returned to the Jail by Forest Park.
- E. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Forest Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Forest Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Forest Park prisoners or hold for municipal/state prisoners when so required by the Forest Park Police Department.

7. Custody.

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

8. Medical Care.

- A. Forest Park 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 Forest Park prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Forest Park 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 Forest Park prisoners and hold for

municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Forest Park agrees to provide transportation to and from medical facilities outside of the Jail for any Forest Park prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

9. Severable Liability.

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

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

|                              |   |
|------------------------------|---|
| If to Forest Park:           | Town Clerk<br>Town of Forest Park<br>4203 N. Coltrane<br>Forest Park, Oklahoma 73121              |
| With a copy to police chief: | Chief of Police<br>Town of Forest Park<br>4203 N. Coltrane<br>Forest Park, Oklahoma 73121         |
| If to Midwest City:          | City Clerk<br>City of Midwest City<br>100 North Midwest Boulevard<br>Midwest City, Oklahoma 73110 |
| With a copy to police chief: | Chief of Police<br>C of Midwest City  |

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

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

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

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

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

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

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

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

19. Transportation of Forest Park Prisoners. Forest Park hereby assumes responsibility for the transportation of Forest Park prisoners to all municipal court appearances and shall hereby coordinate with the Forest Park municipal judges for the posting of bonds for those persons charged with violations of Forest Park ordinances. Forest Park 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.

**Town of Forest Park**

Attest:

\_\_\_\_\_  
*George A. Smith*  
Mayor

\_\_\_\_\_  
*Carolyn M. Pendarvis*  
City Clerk

\_\_\_\_\_  
*C. M. Smith*  
City Attorney

Approved by the governing body of The Town of Forest Park, Oklahoma, on this  
25<sup>th</sup> day of May, 2021.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Donald Maisch, City Attorney

**Town of Forest Park**

Attest:

\_\_\_\_\_  
*Georgette Smith*  
Mayor

\_\_\_\_\_  
*Carolyn M. Pendarvis*  
City Clerk

\_\_\_\_\_  
*C Am Smith*  
City Attorney

Approved by the governing body of *The Town of Forest Park*, Oklahoma, on this  
*25<sup>th</sup>* day of *May*, 20*21*.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Donald Maisch, 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: Sid Porter, Chief of Police (Interim)

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Oklahoma Criminal Justice Authority of Oklahoma County for fiscal year 2021-22 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 \$47.01 per day per prisoner.

---

The Midwest City Police Department requests the Council to enter into an Agreement with the Board of County Commissioners of Oklahoma County and the Oklahoma Criminal Justice Authority 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 \$47.01 per day the inmate is held on behalf of the City.

The term of the Agreement is from July 1, 2021 to June 30, 2022, and may be renewed for successive one-year terms each to begin on July 1<sup>st</sup> of each year. In addition, this Agreement would only be utilized if the Midwest City Police Department jail were at its maximum capacity of seventy (70) prisoners or more.

Staff recommends approval.

---

Sid Porter  
Chief of Police (Interim)

Attachment: Jail Services Agreement

**OKLAHOMA COUNTY CRIMINAL  
JUSTICE AUTHORITY – MIDWEST CITY POLICE  
DEPARTMENT  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement, made and entered into as of this 1<sup>st</sup> day of July, 2021, shall be between 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 Oklahoma Criminal Justice Authority (OCCJA) of Oklahoma County, State of Oklahoma, operating as the Oklahoma County Detention Center ("OCDC"), (hereinafter referred to as "OCCJA").

The parties listed above, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

**1. Term/Renewal of Agreement**

- A. The term of this agreement shall be from the 1st day of July 2021, at 12:01 a.m., to midnight on the 30<sup>th</sup> day of June 2022, unless the parties agree in writing to a different starting time and date by attached amendment to this agreement. Billing will start upon receipt of any prisoner during the time period of this agreement.
- B. This agreement may be renewed annually upon expiration for the same time period. The terms of each succeeding contract shall be the same as the previous contract, unless modified in writing and signed by all parties. This agreement is binding solely for the period shown on the face of the agreement and does not automatically renew under any circumstances.

**2. No Separate Legal Entity**

No separate legal entity or organization is created by 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 law enforcement of the municipality who surrendered custody to OCDC.

B. A "hold for state prisoner" shall be defined as a prisoner arrested by a municipal police officer, with or without a warrant, for any alleged violation of Oklahoma state law. Hold for state prisoners will become city prisoners when all state charges have been declined or otherwise disposed of, and the prisoner is being held solely on municipal charge(s) and/or conviction(s).

C. A "prisoner day" shall be defined as each calendar day, or partial day, that a city prisoner is incarcerated in the Oklahoma County Detention Center.

**4. Purpose**

The purpose of this agreement is to provide for the incarceration of city prisoners and "hold for state" prisoners within the OCDC, 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 the monies set out below under section 7 titled "Compensation."

**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.
- C. This agreement may be modified or amended as agreed to by the parties prior to June 30, 2022.

**7. Compensation**

As compensation for the services set out below, the City agrees to pay OCCJA, through OCDC, a rate of forty-seven dollars and one cent (\$47.01) per prisoner per day the prisoner is held on behalf of the City. OCCJA shall assume responsibility for the incarceration of City prisoners within OCDC, and the administrator of that facility shall operate consistently with applicable Oklahoma statutes and the laws of the United States for detention of individuals for violation of municipal ordinances or otherwise held for municipal law enforcement.

The OCDC will prepare and submit statements no later than the 15th of each month following the month of service to the City on a claim form pursuant to statutory requirements. The City

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

**8. Services**

In exchange for the above compensation, OCCJA agrees that OCDC shall meet the standards set forth in 74 O.S. §192, and all constitutional rights as provided by Oklahoma and United States Constitutions. OCCJA shall provide the following services:

- A. The OCDC administrator hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the OCDC who are "city prisoners" or "hold for state prisoners", as defined herein.
- B. The OCDC administrator shall permit the law enforcement officers of the City and the City's agents, in the pursuit of official duties as approved by the Chief of Police of the City, to enter OCDC at any and all hours 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 return to custody of OCDC.
- C. OCDC shall allow the City access at all times to persons incarcerated pursuant solely to municipal ordinance violations and/or municipal convictions. The City assumes responsibility and liability for such prisoners or trustees until return to custody of OCDC.
- D. When transportation and/or admittance into a medical facility is required or necessary, the City agrees to pay any costs incurred by OCDC for transportation and/or security for City prisoners while located off OCDC premises for medical diagnosis or treatment. The cost of transportation will be calculated using the IRS standard mileage rate as of July 1, 2021, and staff time will be calculated at \$27.00 per hour

beginning at the time OCDC staff exits the OCDC premises with the City prisoner. Staff time shall be calculated in increments of .10 of an hour, rounded up to the next .10 hour. OCCJA will bill the city no later than the 15<sup>th</sup> of the following month for the related costs. The City will assume hospital watch within 4 hours of notification of the prisoner's admittance to the hospital. If the City does not assume hospital watch duties within 4 hours, the rate will increase to \$42.00 an hour for each hour that OCDC is required to maintain hospital watch, calculated in increments of .10 of an hour, rounded up to the nearest .10 hour.

**9. Custody**

- A.** For the purposes of this agreement, custody shall be deemed to pass from the City to the OCDC upon the City's presentation and OCDC acceptance of the documentation required by OCDC 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 OCDC.
- B.** The OCDC administrator agrees to accept and provide for the secure custody, care and safekeeping of all municipal prisoners.
- C.** The OCDC administrator shall coordinate with municipal judges of the City for the posting of bonds for those persons charged with violations of municipal ordinances. All fines/ bonds will be posted with the Municipal Court Clerk's office. The City will be responsible for authorization of all own recognizance bonds on City prisoners. Municipal authorities of the City shall coordinate with OCDC to conduct any necessary video court appearances, including but not limited to arraignments, of prisoners on municipal charges.

**D. The OCDC agrees to release City prisoners within a reasonable time upon notification or authorization to release, unless special circumstances exist. 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, unless the delay in release occurs due to error by the City officials.**

#### **10. Medical Care**

**The City will not present and/or transport any prisoner who is in need of immediate health care to OCDC. A City prisoner who indicates or shows a need for medical care must be taken to an approved emergency health care institution for treatment. Arrested persons who are not conscious, or who are semiconscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the OCDC booking/receiving area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking at OCDC. City law enforcement must present OCDC staff with paperwork showing either a refusal of medical treatment signed by a licensed medical doctor or proxy for a licensed medical doctor, or discharge paperwork from an approved emergency health care institution, along with the required intake documentation or OCDC will refuse to take custody of the City prisoner until all paperwork is presented.**

**Once the prisoner is in the custody of the OCDC, the OCDC administrator agrees to accept and provide for the secure custody, care and safekeeping of City prisoners, and shall provide City prisoners with the same level of medical care and services provided all other prisoners. The OCDC administrator agrees to provide transportation and security for "hold for**

state" prisoners requiring removal from the facility for emergency medical service. OCDC shall notify the designated contact person at the appropriate 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 OCDC 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, as the prisoner's medical condition requires, in the circumstances allow for such arrangements to be made without exacerbating the medical condition of the prisoner or endangering his or her life due to delay of medical services.

Nothing in this agreement shall limit the ability of the OCDC to collect the fees for medical services as set forth in 19 O.S. §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 and OCCJA harmless and indemnify the County and OCCJA 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.

B. All parties herein shall be exclusively liable for loss resulting from torts or torts of employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. §§151-172, inclusive last amended. All parties shall be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the



Constitution as required by law. 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 OCCJA at the following addresses:

If to City: Mayor, City of \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Oklahoma

Chief of Police (Interim), City of \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Oklahoma

OCCJA  
Board Chairperson  
201 N. Shartel Ave.  
Oklahoma City, OK 73102

Oklahoma County Board of County Commissioners  
320 Robert S. Kerr Avenue  
Oklahoma City, OK 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 parties.

**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 O.S. §192 shall apply.

**17. Multiple Copies**

This agreement may be copied, each of which shall be deemed an original.

**18. Inspections**

The OCDC administrator shall make available upon request any and all inspection reports concerning the facility to the Chief of Police and/or City Manager of the City or their designees in a timely manner. This provision does not intend, suggest, or create any liability, or indicate the City has or exerts any control of OCDC. It is intended solely to allow monitoring of jail standards.

**19. Security**

City personnel shall at all times comply with all security and confidentiality regulations provided to them by OCDC. Information belonging to the County, OCCJA, OCDC, or any employees of those entities will be safeguarded by the City as its own information of like kind, subject to disclosures required by law.

**20. Transportation of City Prisoners**

The City assumes responsibility for the transportation of City prisoners to all municipal court appearances, and shall coordinate with municipal judges of the City for the posting of municipal bonds.

**21. Amendments**

**Any amendments to this agreement must be in writing and approved by all parties.**

**22. Complete Agreement**

**This represents the complete agreement of the parties regarding all matters addressed herein. No oral agreements or representations shall be considered binding on any party.**

\_\_\_\_\_  
**Chairperson, OCCJA**

**Date** \_\_\_\_\_

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Assistant District Attorney

**The City of Midwest City**

By \_\_\_\_\_ Date \_\_\_\_\_

Mayor, City of Midwest City

\_\_\_\_\_  
City Clerk, City of Midwest City

Reviewed as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Municipal Counselor, City of Midwest City



**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: Sid Porter, Chief of Police (Interim)

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of 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 \$65.00 per day.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Nicoma Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a new rate of \$65.00 per day. The terms of the agreement shall be from July 1, 2021 through June 30, 2022.

Staff recommends approval.

A handwritten signature in blue ink, appearing to be "S. Porter", is written over a horizontal line.

Sid Porter  
Chief of Police (Interim)

Attachment: Agreements

**CITY OF MIDWEST CITY  
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1<sup>st</sup> day of July 2021** by and between the **City of Nicoma Park**, Oklahoma a municipal corporation (hereinafter referred to as “Nicoma Park”), 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 **1<sup>st</sup> day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30<sup>th</sup> day of June, 2022.** 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.
  - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

- A. A “Nicoma Park prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Nicoma Park municipal convictions and/or any other person that is otherwise held solely at the request of Nicoma Park police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Nicoma Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state

prisoners will become Nicoma Park prisoners when all state charges have been declined or disposed of and the prisoner is being held only for Nicoma Park municipal charge(s) or Nicoma Park municipal conviction(s), or otherwise held at the request of Nicoma Park police.

3. Purpose.

- A. The purpose of this Agreement is to provide for the incarceration of Nicoma Park 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

4. 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.

5. Compensation.

- A. Nicoma Park'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, Nicoma Park agrees to pay Midwest City sixty-five dollars (\$65.00) per day per Nicoma Park prisoner or hold for municipal/state prisoner is held on behalf of Nicoma Park. 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 Nicoma Park 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 Nicoma Park municipal ordinances or Oklahoma state statutes, or otherwise held for Nicoma Park police.
- B. Midwest City agrees to prepare and submit to Nicoma Park monthly statements no later than the 15<sup>th</sup> of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Nicoma Park agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

- A. 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:
- B. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Nicoma Park prisoners or hold for municipal/state prisoners.
- C. Midwest City shall permit Nicoma Park law enforcement officers and Nicoma Park's agents, in the pursuance of their official duties, as approved by the Nicoma Park 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, Nicoma Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- D. Midwest City shall allow Nicoma Park access, at all times, to Nicoma Park prisoners or hold for municipal/state prisoners. Nicoma Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Nicoma Park until such time as they are returned to the Jail by Nicoma Park.
- E. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Nicoma Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Nicoma Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Nicoma Park prisoners or hold for municipal/state prisoners when so required by the Nicoma Park Police Department.

7. Custody.

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

8. Medical Care.

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



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

9. Severable Liability.

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

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Nicoma Park and to Midwest City

at the following addresses:

If to Nicoma Park:

City Clerk  
City of Nicoma Park  
P.O. Box 250  
Nicoma Park, Oklahoma 73066

With a copy to police chief:

Chief of Police  
City of Nicoma Park  
P.O. Box 250  
Nicoma Park, Oklahoma 73066

If to Midwest City:

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

With a copy to police chief:

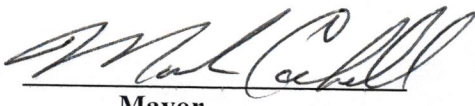
Chief of Police  
City of Midwest City

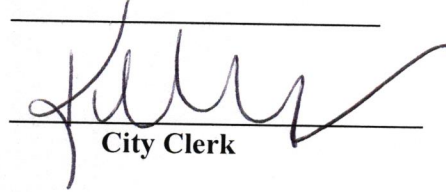
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.
13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.
14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.
15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.
16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Nicoma Park in a timely manner. This provision does not intend or create any liability and/or indicate that Nicoma Park has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Nicoma Park prisoners, hold for municipal/state prisoners and jail standards.
18. Security. Nicoma Park 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 Nicoma Park to the same extent as Nicoma Park safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.
19. Transportation of Nicoma Park Prisoners. Nicoma Park hereby assumes responsibility for the transportation of Nicoma Park prisoners to all municipal court appearances and shall hereby coordinate with the Nicoma Park municipal judges for the posting of bonds for those persons charged with violations of Nicoma Park ordinances. Nicoma Park 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.

**City of Nicoma Park**

Attest:

\_\_\_\_\_  
  
Mayor

\_\_\_\_\_  
  
City Clerk

\_\_\_\_\_  
City Attorney

Approved by the governing body of Nicoma Park, Oklahoma, on this  
1st day of JUNE, 2021.

**City of Midwest City**

Attest:

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Donald Maisch, 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: Sid Porter, Chief of Police (Interim)

DATE: June 22, 2021

SUBJECT: Discussion and consideration of adoption, including any possible amendment of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop & Towing to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

The City of Midwest City Police Department requests consideration to renew the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop & Towing to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

These agreements shall be in effect on July 1, 2021 through June 30, 2022. They can be terminated by either party upon sixty (60) days' notice to the other party.

Staff recommends approval.

Sid Porter  
Interim Chief of Police

Attachment: Proposed Contracts

## Contract for Towing and Vehicle Storage Services

This contract is entered into between Barnes Wrecker Service, Inc. (Barnes) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which Barnes shall provide the City, upon its request, with towing and vehicle storage services. Barnes is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

Barnes, located at 10103 S.E. 29<sup>th</sup> Street, Midwest City, Oklahoma, 73130, shall:

1. Maintain the following insurance:
  - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
  - b. A garage liability policy covering the operation of Barnes business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of Barnes to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as request by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, Barnes will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, Barnes may dispose of the vehicle in any method legally available to Barnes. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, Barnes will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;
5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;
6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15<sup>th</sup> Street in Midwest City, to Barnes' yard at no charge to the City. This includes vehicles currently held in the City's yard at

the time this contract goes into effect and vehicles which are brought to the City's yard if Barnes does not respond to a call;

7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by Barnes whether or not the actual towing service is performed by Barnes;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall Barnes employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, Barnes shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where Barnes has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of Barnes for the vehicles that Barnes tows. This provision shall apply whether or not Barnes is to receive compensation for such services. Furthermore, Barnes shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;
17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be construed as a maximum limitation of the number of vehicles to be owned and operated by Barnes. It shall be Barnes' responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract;

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, Barnes shall provide twenty-four (24) hour on-site security;
19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;
20. Maintain professional appearance, courtesy and service with the public and all employees of the City;
21. Be willing to negotiate changes in the terms of this contract. Furthermore, Barnes should be willing to adapt to any changes, additions or deletions to this contract as may arise;
22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30 days) of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,
23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by Barnes; and
24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify Barnes when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that Barnes does not respond to a call within thirty (30) minutes of such a call;
2. Maintain and use a system by which Barnes alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that Barnes receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;
3. Provide sixty (60) days written notice to Barnes to terminate this contract for any reason at any time.
  - a. **THIS CONTRACT shall be valid for the period beginning July 1, 2021 through June 30, 2022.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and by Barnes Wrecker Service, Inc. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

Attest: \_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David Maisch, City Attorney

**Barnes Wrecker Service**

Attest:

Mike Barnes  
Signature

Bethany Memoli  
Signature

Mike Barnes President  
Printed Name & Title

Bethany Memoli / Admin. Assistant  
Printed Name & Title

Signed this 7 day of June, 2021.





## Contract for Towing and Vehicle Storage Services

This contract is entered into between McConnell's Body Shop & Towing (McConnell's) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which McConnell's shall provide the City, upon its request, with towing and vehicle storage services. McConnell's is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

McConnell's, located at 1350 N. Air Depot Boulevard, Midwest City, Oklahoma, 73110, shall:

1. Maintain the following insurance:
  - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
  - b. A garage liability policy covering the operation of McConnell's business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of McConnell's to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as request by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, McConnell's will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, McConnell's may dispose of the vehicle in any method legally available to McConnell's. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, McConnell's will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;
5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;

6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15<sup>th</sup> Street in Midwest City, to McConnell's yard at no charge to the City. This includes vehicles currently held in the City's yard at the time this contract goes into effect and vehicles which are brought to the City's yard if McConnell's does not respond to a call;
7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by McConnell's whether or not the actual towing service is performed by McConnell's;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall McConnell's employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, McConnell's shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where McConnell's has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of McConnell's for the vehicles that McConnell's tows. This provision shall apply whether or not McConnell's is to receive compensation for such services. Furthermore, McConnell's shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;
17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be

construed as a maximum limitation of the number of vehicles to be owned and operated by McConnell's. It shall be McConnell's responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract:

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, McConnell's shall provide twenty-four (24) hour on-site security;
19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;
20. Maintain professional appearance, courtesy and service with the public and all employees of the City;
21. Be willing to negotiate changes in the terms of this contract. Furthermore, McConnell's should be willing to adapt to any changes, additions or deletions to this contract as may arise;
22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30) days of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,
23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by McConnell's; and
24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify McConnell's when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that McConnell's does not respond to a call within thirty (30) minutes of such a call;
2. Maintain and use a system by which McConnell's alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that McConnell's receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;
3. Provide sixty (60) days written notice to McConnell's to terminate this contract for any reason at any time.

(1) **THIS CONTRACT shall be valid for the period beginning July 1, 2021 through June 30, 2022.**

**PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and by McConnell's Body Shop & Towing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

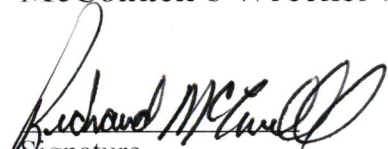
Attest:

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David Maisch, City Attorney

**McConnell's Wrecker Service**

  
Signature

Attest:

  
Signature

Richard McConnell owner  
Printed Name & Title

Gayle McConnell owner  
Printed Name & Title

Signed this 7 day of June, 2021.



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: June 22, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of Change Order Number 2 to the contract agreement with Downey Contracting L.L.C. for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$180,484.20.

The attached Change Order Number 2 is to the contract agreement with Downey Contracting L.L.C. for the Booster Pump Station Project. The change order allows an upgrade to the generator that provides back up power to the facility. The project generator was originally designed to be fueled by diesel, which is less reliable and more labor intensive for staff to operate. The redesign would switch the generator over to natural gas, a stable fuel source that's more reliable long term. The additional cost for this newly designed equipment increases the project cost by \$180,484.20.

Approval of the amendment is at the discretion of the City Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

Date of Issuance: \_\_\_\_\_ Effective Date: Last date below  
 Owner: City of Midwest City Owner's Contract No.: N/A  
 Contractor: Downey Contracting, LLC Contractor's Project No.: N/A  
 Engineer: Garver Engineer's Project No.: 19W02410  
 Project: Booster Pump Station and Storage Tanks

The Contract is modified as follows upon execution of this Change Order: Increase in contract price

Description: At Owner's request, change the design of the standby generator from diesel powered to natural gas powered.

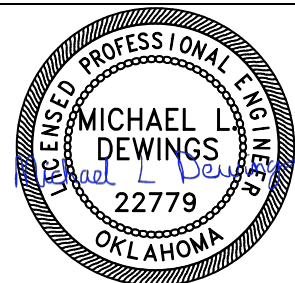
Attachments: *Downey Change Order Proposal*

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>  |
|---|--|
| Original Contract Price:<br>\$ <u>5,066,850</u>   | Original Contract Times:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>365</u><br>days or dates   |
| Increase from previously approved Change Orders No. <u>--</u> to No. <u>1</u> :<br>\$ <u>3,261.38</u> | [Increase] [Decrease] from previously approved Change Orders No. <u>--</u> to No. <u>--</u> :<br>Substantial Completion: <u>0</u><br>Ready for Final Payment: <u>0</u><br>days |
| Contract Price prior to this Change Order:<br>\$ <u>5,070,111.38</u>                                  | Contract Times prior to this Change Order:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>365</u><br>days or dates                                       |
| Increase of this Change Order:<br>\$ <u>180,484.20</u>  | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: <u>0</u><br>Ready for Final Payment: <u>0</u><br>days or dates  |
| Contract Price incorporating this Change Order:<br>\$ <u>5,250,595.58</u>                             | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>365</u><br>days or dates                                  |

|  |                              |                                   |
|--|------------------------------|-----------------------------------|
| RECOMMENDED:                             | ACCEPTED:                    | ACCEPTED:                         |
| By: <u>Michael L Dewings</u>             | By: _____                    | By: _____                         |
| Engineer (if required)                   | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: <u>Project Manager</u>            | Title _____                  | Title _____                       |
| Date: <u>Digitally Signed 06/08/2021</u> | Date _____                   | Date _____                        |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



# Downey Contracting, LLC

## CHANGE ORDER PROPOSAL

Project: Midwest City Booster Pump Station and Storage Tank Reconstruction

Date: 2-Jun-21

Description: Change Generator from Diesel to Natural Gas

### DIRECT COSTS

| DESCRIPTION               | QUANTITY | UNIT | LABOR COST/UNIT | LABOR COST | MAT'L COST/UNIT | MAT'L COST | EQUIP COST/UNIT | EQUIP COST | TOTAL COST  |
|---------------------------|----------|------|-----------------|------------|-----------------|------------|-----------------|------------|-------------|
|                           |          |      |                 |            |                 |            |                 |            | \$ -        |
|                           |          |      |                 |            |                 |            |                 |            | \$ -        |
|                           |          |      |                 |            |                 |            |                 |            | \$ -        |
|                           |          |      |                 |            |                 |            |                 |            | \$ -        |
| <b>TOTAL DIRECT COSTS</b> |          |      |                 |            |                 |            |                 |            | <b>\$ -</b> |

### SUBCONTRACTORS

|  | COST                 |
|--|----------------------|
| Libra Electric: See attached quote for generator change. | \$ 146,160.00        |
| Alliance Plumbing: Gas line (see attached quote).        | \$ 8,100.00          |
|  |                      |
| <b>TOTAL SUBS/SUPPLIERS COSTS</b>                        |                      |
|  | <b>\$ 154,260.00</b> |

### INDIRECT COSTS

| DESCRIPTION                 | QUANTITY | UNIT | LABOR RATE | LABOR COST | BURDEN 30% | MAT'L COST/UNIT | MAT'L COST | TOTAL COST  |
|-----------------------------|----------|------|------------|------------|------------|-----------------|------------|-------------|
|                             |          |      |            |            |            |                 |            |             |
| <b>TOTAL INDIRECT COSTS</b> |          |      |            |            |            |                 |            | <b>\$ -</b> |

### COST SUMMARY

|                              |      |                     |
|------------------------------|------|---------------------|
| <b>DIRECT COSTS</b>          |      | <b>\$0.00</b>       |
| <b>SUBS/SUPPLIERS</b>        |      | <b>\$154,260.00</b> |
| <b>INDIRECT COSTS</b>        |      | <b>\$0.00</b>       |
| <b>SUBTOTAL</b>              |      | <b>\$154,260.00</b> |
|                              |      |                     |
| <b>BONDS &amp; INSURANCE</b> | 1.5% | <b>\$2,313.90</b>   |
| <b>OVERHEAD @</b>            | 10%  | <b>\$15,426.00</b>  |
| <b>PROFIT @</b>              | 5%   | <b>\$8,484.30</b>   |
| <b>GRAND TOTAL</b>           |      | <b>\$180,484.20</b> |

### APPROVAL

|           |
|-----------|
| SIGNATURE |
| DATE      |



---

## Proposal

DATE: June 8, 2021

To:

Project: Gas Piping  
Mid West City, Oklahoma

---

### Natural Gas piping

- Furnish & install natural gas piping from ONG 5psi meter to the generator.
- Complete piping to generator with gas regulator as per bid documents.
- Connect to owner furnished generator.
- Quote good for 30 days.
- All labor, materials, licenses, fees and inspections included.

**Plumbing Base Bid \$8,100.00**

---

### **Exclusions:**

HVAC, site utilities, concrete, painting, control wiring, fire protection and suppression, bonding, refrigerant piping, wall patching, asphalt, tile work, masonry, building automation, electrical, carpentry, irrigation, roofing & roof penetrations, test & balance, sod and overtime.

Respectfully Submitted By:

***Keiffer Trout, Estimator***

Alliance Mechanical LLC

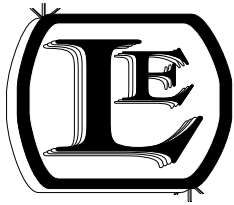
Post Office Box 20830

Oklahoma City, OK 73156

(405) 946-5112 Office

(405) 943-0491 Fax





## LIBRA ELECTRIC COMPANY

Date: 5/14/2021

Attn: Day Zimbelman  
Downey Contracting  
3217 N.E. 63rd  
Oklahoma City, OK. 73121

Re: MWC Booster pump station  
Substituting a NG generator in lieu of diesel

Gentlemen;

We are pleased to offer a quotation for the installation of the electrical on the above referenced Reference project as described below.

New Booster Pump Station  
CAT Mod. DG400-2 GC, 400kW, Natural Gas, 480 V, Standby Emergency Use Only  
Generator

Cost of NG generator with applied credit for diesel unit \_\_\_\_\_ \$146,120.00

TOTAL OF CHANGE \_\_\_\_\_ \$146,160.00

Includes;

- EPA Cert for emergency standby
- 60HZ 480 V (WYE)
- Application: Standby Power
- Engine rating 400 ekW, 60hZ, 1800 rpm
- ETL evaluated to UL STD
- Standard electronic governor
- Alternator space heater
- 4 LED enclosure lights
- GFCI outlet
- Fuel: NG
- Enclosure sound attenuated ENC L2

4736 Enterprise Drive \* Oklahoma City, Oklahoma 73128 \* (405) 949-9371 \* Fax (405) 949-9373

Email: [dennis@libraelectric.net](mailto:dennis@libraelectric.net) \* Website: <http://www.libraelectric.net>

Oklahoma License #2970

\*

*An equal opportunity employer*

White color enclosure  
EMCP4.2B Control panel  
20A battery charger – installed  
Circuit breaker type – Thermal magnetic 80% IEC/UL  
STD light duty air cleaner  
Local annunciator

Excluded;

Installation of NG service or hookup

Sincerely

Ed Roberts  
Project Manager

**4736 Enterprise Drive \* Oklahoma City, Oklahoma 73128 \* (405) 949-9371 \* Fax (405) 949-9373**

**Email: [dennis@libraelectric.net](mailto:dennis@libraelectric.net) \* Website: <http://www.libraelectric.net>**

*Oklahoma License #2970*

\*

*An equal opportunity employer*



**Public Works Administration**  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061  
**Public Works City Engineer**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
(405) 739-1062  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.

#### **Traffic Signal Maintenance**

Midstate Traffic Control, Inc. has agreed to renew the Traffic Signal Maintenance contract without modification for FY 21-22 as follows:

|   |                    |
|---|--------------------|
| BASE/MONTHLY RATE:  | \$ <u>4,543.00</u> |
| Allowance for the addition of each signalized intersection: | \$ <u>79.25</u>    |
| Allowance for the addition of each signalized school zone:  | \$ <u>22.00</u>    |

#### **OKIE LOCATES RATES (Per Location):**

|                                     |                  |
|-------------------------------------|------------------|
| Emergency Rate (two hour response): | \$ <u>140.00</u> |
| Standard Rate (48 hour response):   | \$ <u>110.00</u> |

**LOOP INSTALLATION RATE:** \$ 4.35 per linear fee

#### **BULB REPLACEMENT RATES:**

##### **(Labor and Equipment)**

Rate shall be calculated for 1 to 3 bulbs at various locations per bulb per call out:  
\$ 75.00

Rate shall be calculated for 4 or more bulbs at various locations per bulb per call out:  
\$ 75.00

#### **DAMAGE/RECONSTRUCTION/MODIFICATION RATES:**

Hourly rate per man: \$ 49.85

Equipment rates: Plus 15 %

Materials rate shall be based upon a percentage of markups over contractor cost and verifiable by paid invoice. Plus 15%

In FY 20-21 approximately \$24,175.00 was encumbered any purchase order with Midstate Traffic Control, Inc. for traffic signal maintenance, due to repaving city street with the GO Bond.

**Uniforms**

Unifirst Holdings, Inc. has agreed to renew the uniform contract without modification for FY 21-22 as follows:

**Weekly Price Per Person:**

|   |                                    |
|---|------------------------------------|
| 65/35 Shirts and pants (11 issue each)        | <u>\$ 2.00 Shirts \$2.20 Pants</u> |
| 100% cotton shirts and pants (11 issue each)  | <u>\$2.50 Shirts \$3.20 Pants</u>  |
| Security shirts and pants (11 issue each)     | <u>\$2.50 Shirts \$3.20 Pants</u>  |
| 65/35 industrial jackets (2 issue)            | <u>\$.366 each</u>                 |
| Hi viz T shirt Long & Short sleeve (11 total) | <u>\$.29 each</u>                  |
| Polo shirt, long & short sleeve (11 total)    | <u>\$.184 each</u>                 |
| 100% cotton blue jeans (11 total)             | <u>\$.30 each</u>                  |
| Coverall, blend & 100% cotton (each)          | <u>\$.39 each</u>                  |
| Service charge (prep fee) per garment         | <u>\$.50 each</u>                  |
| Emblem charge (city emblem)                   | <u>\$ 1.25 each</u>                |
| Emblem charge (wearer emblem)                 | <u>\$.35 each</u>                  |
| Embroidery charge                             | <u>\$ 3.80 each</u>                |

**Weekly rental:**

|                             |         |                     |
|-----------------------------|---------|---------------------|
| Floor mats:                 | 3 x 4   | <u>\$ N/A</u>       |
|                             | 3 x 5   | <u>\$ 1.25 each</u> |
|                             | 4 x 6   | <u>\$ 2.00 each</u> |
|                             | 3 x 10  | <u>\$ 2.50 each</u> |
|                             | 18 x 18 | <u>\$.52 each</u>   |
| Red shop towels:            |         | <u>\$.35 each</u>   |
| Fender covers:              |         | <u>\$.54 each</u>   |
| 36" Dust mop:               |         | <u>\$.56 each</u>   |
| Lab coats:                  |         | <u>\$.145 each</u>  |
| Wall mounted air freshener: |         | <u>\$ 1.79 each</u> |

**Price each (non-rental):**

|                                    |                 |
|------------------------------------|-----------------|
| Heavy duty hand cleaner (200 M.L.) | <u>\$ 14.95</u> |
| Wall dispenser                     | <u>\$ N/C</u>   |
| Antibacterial hand soap (800 M.L.) | <u>\$ 4.41</u>  |
| Wall dispenser                     | <u>\$ N/C</u>   |
| Paper hand towels (center pull)    | <u>\$ 6.52</u>  |
| Wall dispenser                     | <u>\$ N/C</u>   |
| Hands-Free towels                  | <u>\$ 9.14</u>  |
| Hands-Free antibacterial hand soap | <u>\$ 15.18</u> |
| Hands-Free heavy duty hand cleaner | <u>\$ 16.77</u> |

In FY 20-21 approximately \$88,133.58 was encumbered with Unifirst Holdings, Inc. for uniforms.

Action is at the discretion of the Council.

Funds were budgeted and are available in all departments' contractual accounts.

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets  
Public Works Director

Attachments: Contract Renewal Letters





Public Works Administration  
R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Unifirst Holdings, Inc.  
Mr. David Mason  
General Manager  
2130 E California Ave  
Oklahoma City, OK 73117

“Uniforms”

Dear Mr. Mason,

It is time to renew the City of Midwest City’s contracts for FY 2021/22. As you will recall, we have the option to renew 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 renew 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.

R. Paul Streets  
Public Works 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: Date:



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: June 22, 2021

Subject: Discussion and consideration of adoption, including any possible amendment to the renewal of the following contracts for fiscal year 2021-2022 with Guy Engineering, Inc. for the design of the Pedestrian Bridge and Rail Repairs on Reno Avenue and Garver Engineering, Inc. for the design of the Booster Pump Stations and Clearwell.

Guy Engineering contract for \$27,980.00 for the design of the Pedestrian Bridge and Rail Repairs on Reno Avenue, without modifications for FY 21-22. In FY 20-21, approximately \$2,009.13 was paid to Guy Engineering.

Garver Engineering for \$190,940.70 for the design of the Booster Pump Station and Clearwell, without modifications for FY 21-22. In FY 20-21, approximately \$99,799.40 was paid to Garver Engineering.

Original contracts are able to viewed at Public Works.

Renewal is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer





**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Street Department: (2) Stihl Backpack Blowers, (1) Stihl Edger, (1) Blower (hand held), (1) 1-Pro Lift Hydraulic Mower Jack and (1) Mower Jack (hand cranked) as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

---

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

Items for surplus:

| <u>DESCRIPTION</u>              | <u>EQUIPMENT #</u> |
|---------------------------------|--------------------|
| Stihl Backpack Blower           | 09-07-03           |
| Stihl Backpack Blower           | 09-07-75           |
| Stihl Edger                     | 09-07-78           |
| Blower Hand Held                | 09-07-53           |
| 1-Pro Lift Hydraulic Mower Jack | No Equipment #     |
| Mower Jack Hand Cranked         | No Equipment #     |

Action is at discretion of the Council.

Respectfully,

R. Paul Streets  
Public Works Director



DISCUSSION ITEMS





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** June 22, 2021

**Subject:** (PC – 2079) Discussion and consideration for adoption, including any possible amendment of the Replat of Lot 7, Block 8 of the Pointon City Second Addition, described as a part of the NE/4 of Section 6, T11N, R1W and addressed as 10506 Bellview Drive.

**Executive Summary**

This is a request to divide one (1) existing lot into two (2) lots for residential development. The pre-application meeting for this replat was held on March 2, 2021. There is one existing garage on the lot. The area of request is platted as Lot 7, Block 8 of the Pointon City Second Addition. The proposed replat shows Lots 7A and 7B. All proposed lots meet the minimum standards regarding lot size. If approved, the home built on each lot must meet the minimum house size, exterior construction materials and setbacks listed in the Zoning Ordinance. If the replat application is approved, the applicant is responsible for bringing the curb and gutter along the frontage to city standard as well as sidewalks along the frontage of all proposed lots. The proposed lots have access to city sewer and city water along the frontage and rear property line. The applicant has agreed to fulfill all half street improvement requirements, including curb and gutter and sidewalk along the frontage of the two proposed lots. Approval of this replat is at the discretion of the City Council.

**Dates of Hearing:** Planning Commission – June 1, 2021  
City Council – June 22, 2021

**Council Ward:** Ward 6, Councilmember Rick Favors

**Owner/Applicant:** Jill Cantrell, Premier Property Developments

**Proposed Use:** two (2) lots for single family homes

**Size:**

The area of request has a frontage along Bellview Drive of approximately 100 ft. and a depth of approximately 135 feet, containing an area of approximately 13,486 square feet.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North, South, East & West – LDR, Low Density Residential



**Zoning Districts:**

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

**Land Use:**

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

**Comprehensive Plan Citation:**

Single-Family Detached Land Use

This use is representative of traditional single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land uses 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 sized in the Zoning Ordinance.

**Municipal Code Citation:**

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. The Plat of the Pointon City Second Addition was approved in 1957.
2. The Planning Commission recommended approval of this item on June 1, 2021.

**Staff Comments:**

**Engineer's Comments:**

Note: This application is for a re-plat of Lot 7, Block 8 of the Pointon City 2<sup>nd</sup> Addition located near the intersection of Bellview Dr. and Timber Ln.

**Public Improvements**

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-21.3. Construction management (Replat).

(a)

Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b)

Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

**Water**

An existing twelve (12) inch water line runs along the south side of Bellview Dr. Therefore, all the proposed lots already have public water access. No further improvements required.

**Sanitary Sewer**

There are two existing eight (8) inch sanitary sewer lines immediately adjacent to the proposed development; along the north side of Bellview Dr. and the south side in the backyards of the neighbors. Therefore, all the proposed lots already have public sanitary sewer access. No further improvements required.

**Stormwater**

The proposed development is making two (2) lots out of one (1) existing. Only one (1) more house would be added to the existing system. Inlets exist downhill to the north along Timber Ln. The current system has the capacity for the additional possible single family house. Lots are relatively flat with a gentle slope to the north along Bellview Dr. Upon application of building permit, the lots will be required to keep the historic drainage pattern to Bellview Dr. No further improvements required.

**Street**

Bellview Dr. is a publicly maintained roadway with curb and gutter 26 feet wide. Existing curbing will have to be examined and any missing or broken sections will have to be repaired at time of building permit. No further improvements required.

**Sidewalk**

A four (4) foot sidewalk will have to be constructed along the frontage of Bellview Dr. Sidewalk will have to comply with current American with Disabilities Act (ADA) regulations. Sidewalk construction can be at time of building permit and will be required prior to any certificate of occupancy (CO) of the associated lot.

**Easements**

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown.

**Lighting**

Public street lighting is not required of this development since there are no areas within the extents of the development where street lighting is warranted.

**Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and Bellview Dr. is already a publicly maintained roadway.

**Record Drawings, Lien Release, and Bonding**

No public improvements are required other than sidewalk and some minor curbing, neither of which will require record drawings or bonding. The required improvements will be inspected upon completion.



Looking west along Bellview Dr from the northeast corner. Grade drains to the west



Showing curb missing. Developer would be required to repair curb as part of building permit.



Looking across subject property from the northeast corner. Grade drains from left to right towards Bellview Dr.

**Fire Marshal's Comments:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Planning Comments:**

The Replat of Lot 7, Block 8 of the Pointon City Second Addition will allow the owner to divide the existing lot into two (2) lots. Each lot is intended for one single family residence.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes built on the lots must meet the requirements of the Zoning Ordinance including a minimum of 1,200 square feet, 85% masonry exterior materials (100% facing the street), maximum lot coverage of 40% and 7' side setbacks.

The applicant has agreed to complete all required half street improvements including curb and gutter and sidewalks along the frontage of all three proposed lots. These improvements will be required prior to building permit application. The proposed lots have access to city sewer and city water along the frontage and rear of the property, therefore, no water or sewer extensions will be required with this replat application. The homes will be required to connect to city sewer and water.

Approval of the Replat of Lot 7, Block 8 of the Pointon City Second Addition is at the discretion of the Planning Commission.

**Action Required:** Approve or reject the Replat of a part of Lot 7, Block 8 of the Pointon City Second Addition located on the property as noted herein, subject to the staff comments and found in the June 22, 2021 agenda packet and made a part of PC-2079 file.



Billy Harless, AICP  
Community Development Director  
SS:kg



The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: May 19<sup>th</sup>, 2021

Subject: Engineering staff comments for pc-2079 re-plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2079:**

Note: This application is for a re-plat of Lot 7, Block 8 of the Pointon City 2<sup>nd</sup> Addition located near the intersection of Bellview Dr. and Timber Ln.

**Public Improvements**

The requirements of the public improvements can be found in the subdivision regulations under:  
Sec. 38-21.3. Construction management (Replat).

(a)

Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b)

Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

**Water**

An existing twelve (12) inch water line runs along the south side of Bellview Dr. Therefore, all the proposed lots already have public water access. No further improvements required.

**Sanitary Sewer**

There are two existing eight (8) inch sanitary sewer lines immediately adjacent to the proposed development; along the north side of Bellview Dr. and the south side in the backyards of the neighbors. Therefore, all the proposed lots already have public sanitary sewer access. No further improvements required.

## **Stormwater**

The proposed development is making two (2) lots out of one (1) existing. Only one (1) more house would be added to the existing system. Inlets exist downhill to the north along Timber Ln. The current system has the capacity for the additional possible single family house. Lots are relatively flat with a gentle slope to the north along Bellview Dr. Upon application of building permit, the lots will be required to keep the historic drainage pattern to Bellview Dr. No further improvements required.

## **Street**

Bellview Dr. is a publicly maintained roadway with curb and gutter 26 feet wide. Existing curbing will have to be examined and any missing or broken sections will have to be repaired at time of building permit. No further improvements required.

## **Sidewalk**

A four (4) foot sidewalk will have to be constructed along the frontage of Bellview Dr. Sidewalk will have to comply with current American with Disabilities Act (ADA) regulations. Sidewalk construction can be at time of building permit and will be required prior to any certificate of occupancy (CO) of the associated lot.

## **Easements**

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown.

## **Lighting**

Public street lighting is not required of this development since there are no areas within the extents of the development where street lighting is warranted.

## **Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and Bellview Dr. is already a publicly maintained roadway.

## **Record Drawings, Lien Release, and Bonding**

No public improvements are required other than sidewalk and some minor curbing, neither of which will require record drawings or bonding. The required improvements will be inspected upon completion.



100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220

*An Equal Opportunity Employer*

Looking west along Bellview Dr from the northeast corner. Grade drains to the west



Showing curb missing. Developer would be required to repair curb as part of building permit.

Looking across subject property from the northeast corner. Grade drains from left to right towards Bellview Dr.



**Midwest City Fire Marshal's Office**

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC -2079

Date: 06 May 2021

PC-2079 is a request to replat one residential lot into 2 lots for a single family residential development.

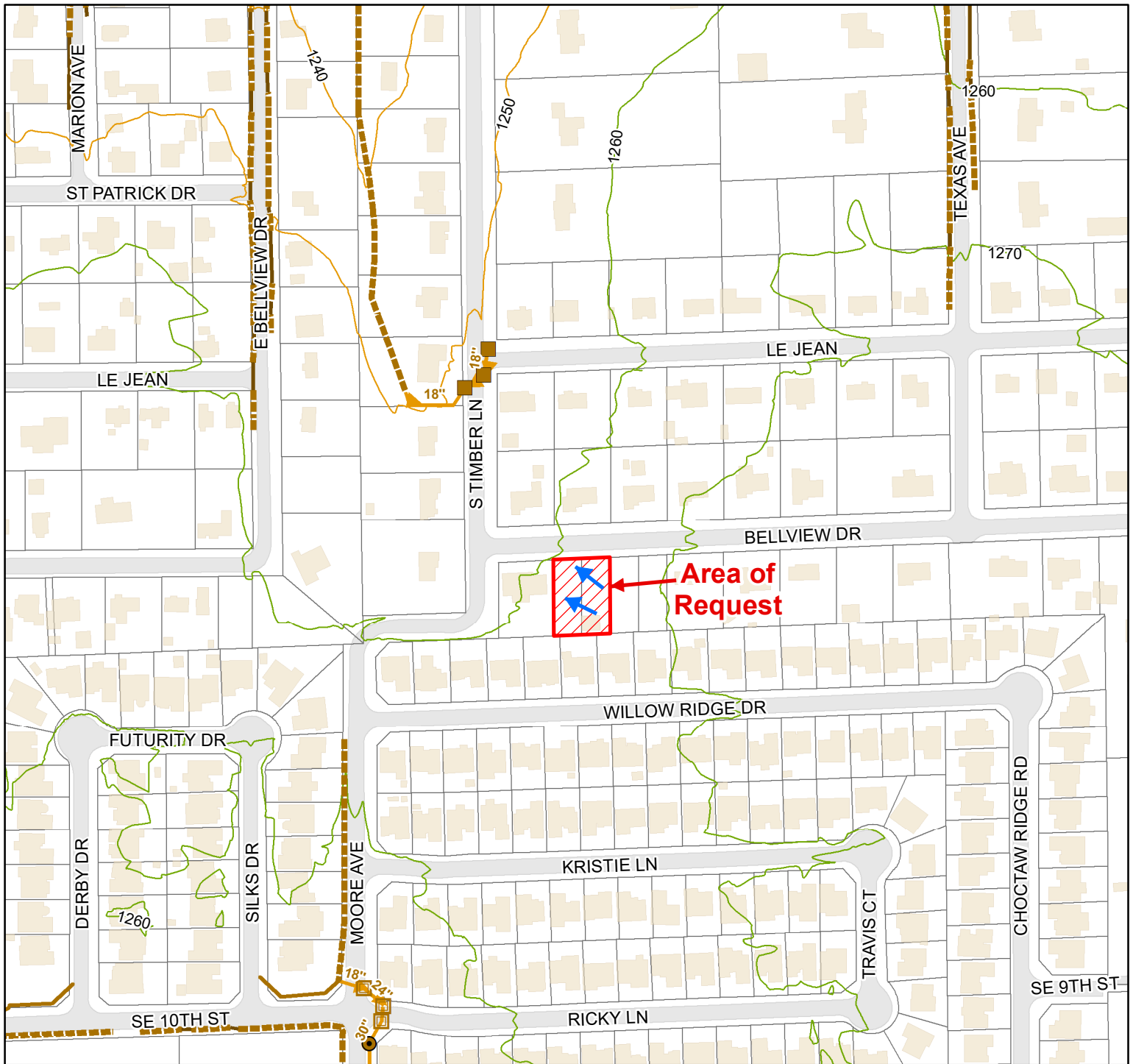
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Respectfully,

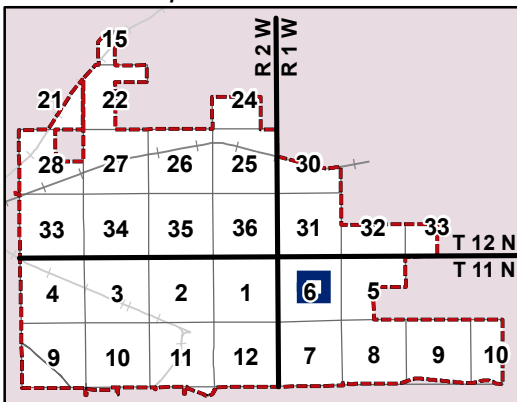
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



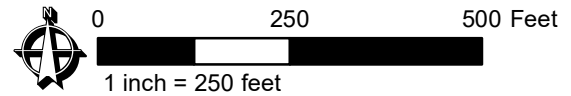
Locator Map



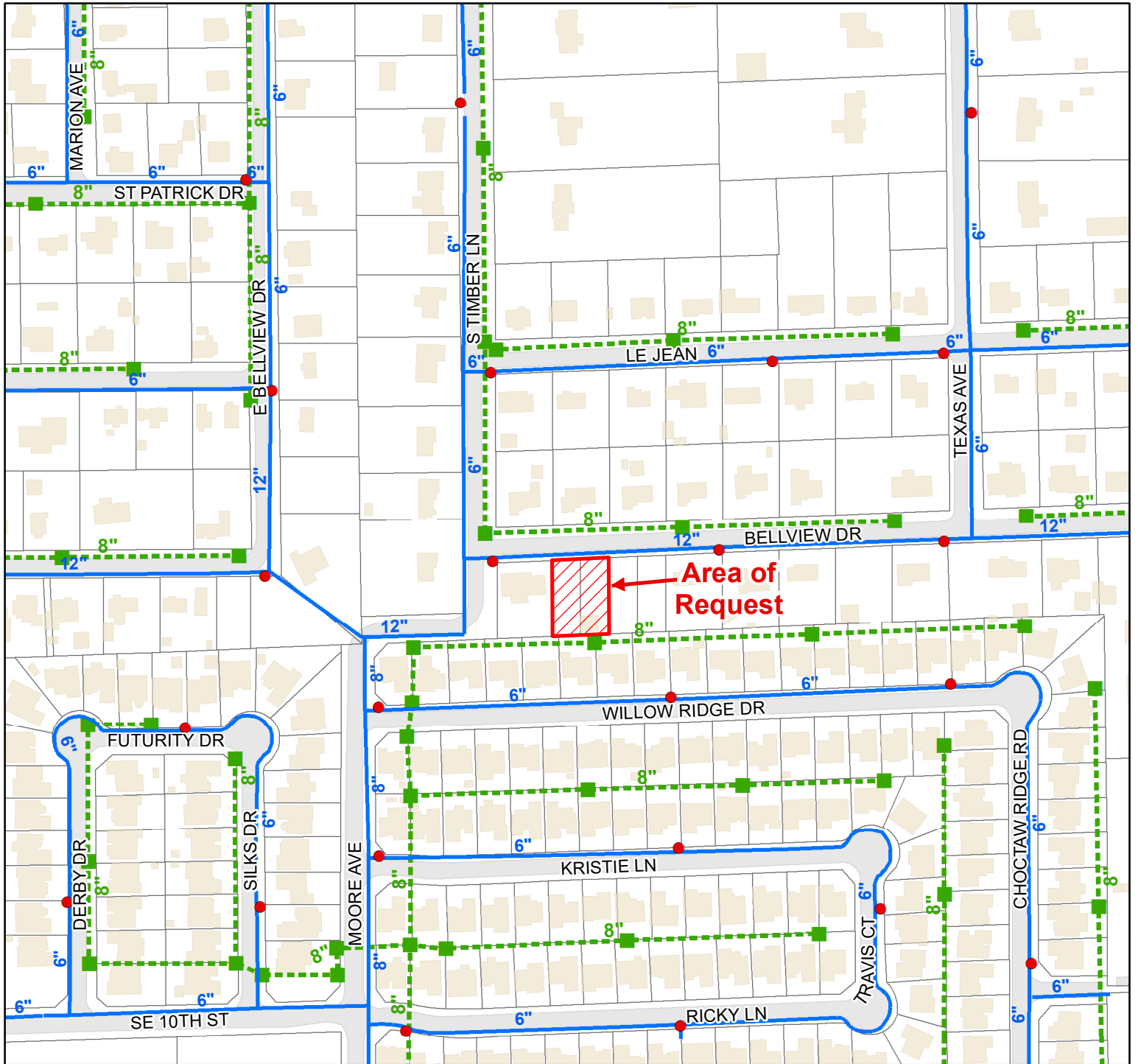
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

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

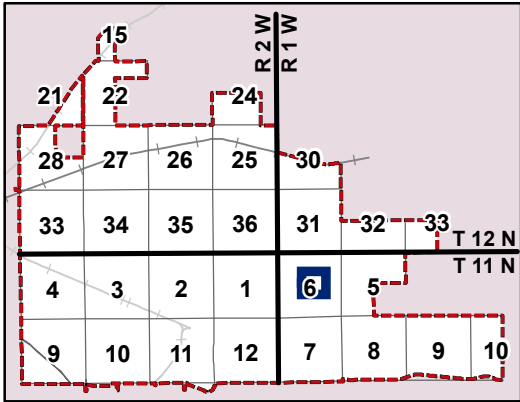
**DRAINAGE  
LOCATION MAP FOR  
PC-2079  
(NE/4, Sec. 6, T11N, R1W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



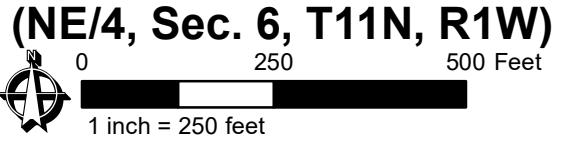
Locator Map



**Water/Sewer Legend**

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

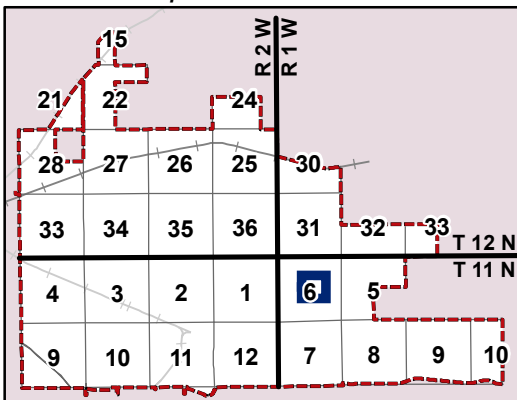
**WATER/SEWER LINE LOCATION MAP FOR PC-2079 (NE/4, Sec. 6, T11N, R1W)**



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Locator Map



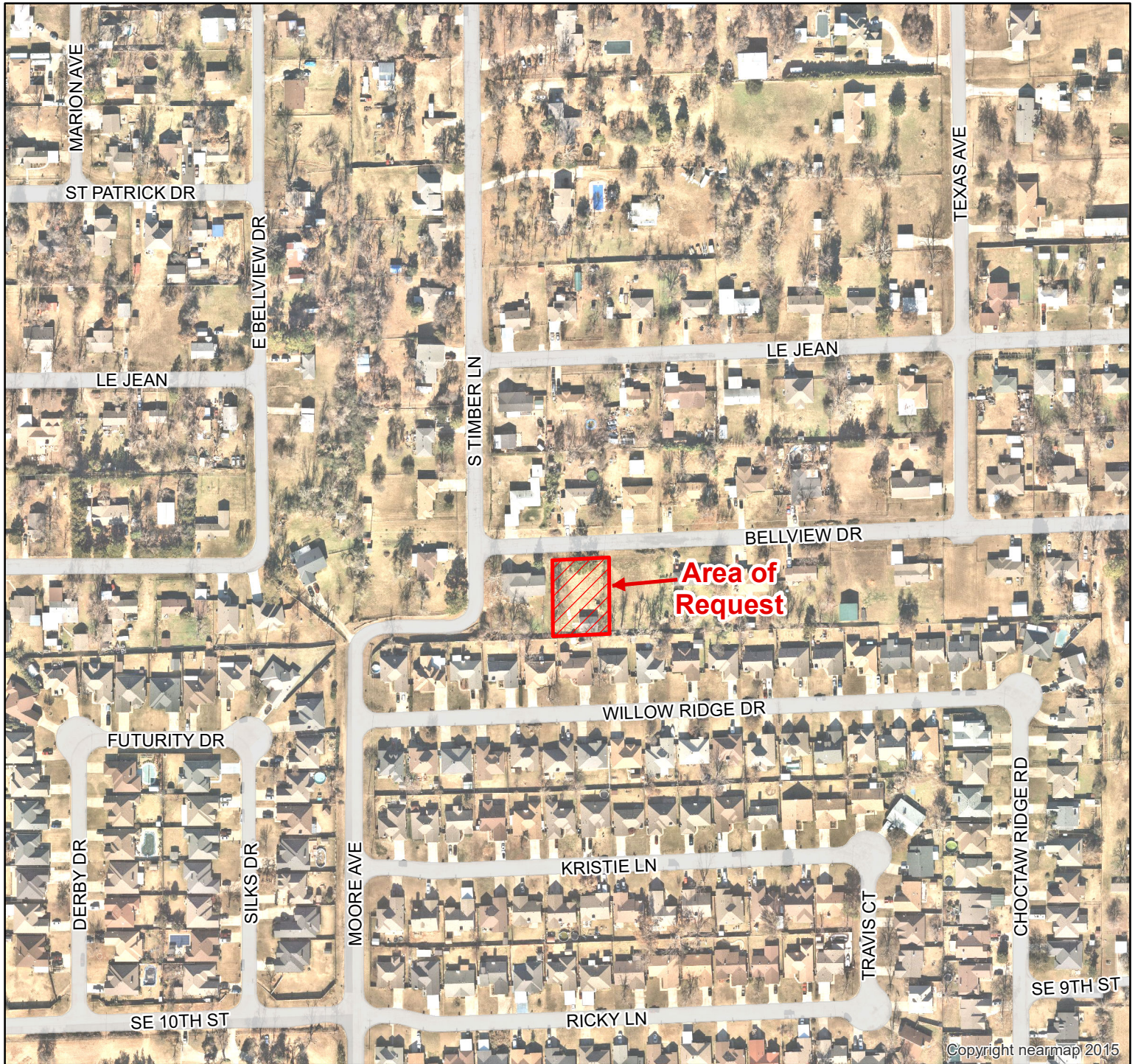
Current Zoning Legend

|         |         |          |
|---------|---------|----------|
| A-1     | I-2 SUP | R-35     |
| A-1 SUP | I-3     | R-2F     |
| C-1     | O-1     | R-MD     |
| C-1 SUP | O-1 SUP | R-MD SUP |
| C-2     | O-2     | R-HD     |
| C-2 SUP | 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      |
| C-4 SUP | R-10    | SPUD     |
| I-1     | R-22    | HOS      |
| I-2     |         | HOS SUP  |

**ZONING MAP FOR  
PC-2079  
(NE/4, Sec. 6, T11N, R1W)**

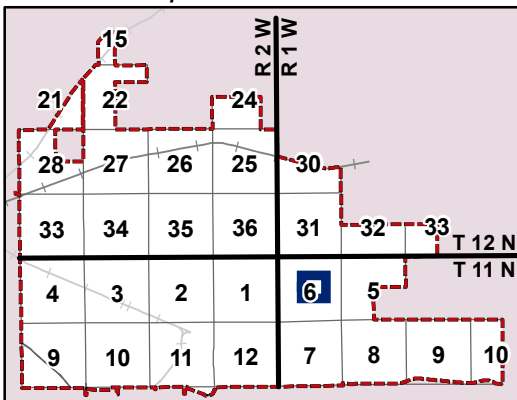


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Copyright nearmap 2015

Locator Map



**12/2020 NEARMAP AERIAL VIEW FOR  
PC-2079  
(NE/4, Sec. 6, T11N, R1W)**



0 250 500 Feet

1 inch = 250 feet

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



RE-PLAT  
**LOT 7 BLOCK 8 POINTON CITY SECOND ADDITION  
 BLOCKS 6,7,8,9,&10**

A PART OF THE NORTHEAST QUARTER,  
 SECTION 6, TOWNSHIP 11 NORTH, RANGE 1 WEST, OF THE INDIAN  
 MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

**OWNER'S CERTIFICATE AND DEDICATION  
 KNOW ALL MEN BY THESE PRESENTS:**

That we the undersigned, Premier Property Developments, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, a subdivision of a part of the N.E. 1/4, Section 6, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10. Premier Property Developments, LLC, dedicate all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate, Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently. In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**STATE OF OKLAHOMA §**

COUNTY OF OKLAHOMA  
 Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ as a representative of Premier Property Developments, to be 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 and as the free and voluntary act and deed of said property 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 Seal  
 NOTARY PUBLIC

**BONDED ABSTRACTOR'S 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 Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10 a subdivision of a part of the N.E. 1/4, Section 6, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in Premier Property Developments, LLC, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Abstractor Seal  
 ABSTRACTOR

**CERTIFICATE OF APPROVAL**

I, \_\_\_\_\_, Chairman of the Planning Commission of the City Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Seal  
 CHAIRMAN

**ACCEPTANCE OF DEDICATIONS**

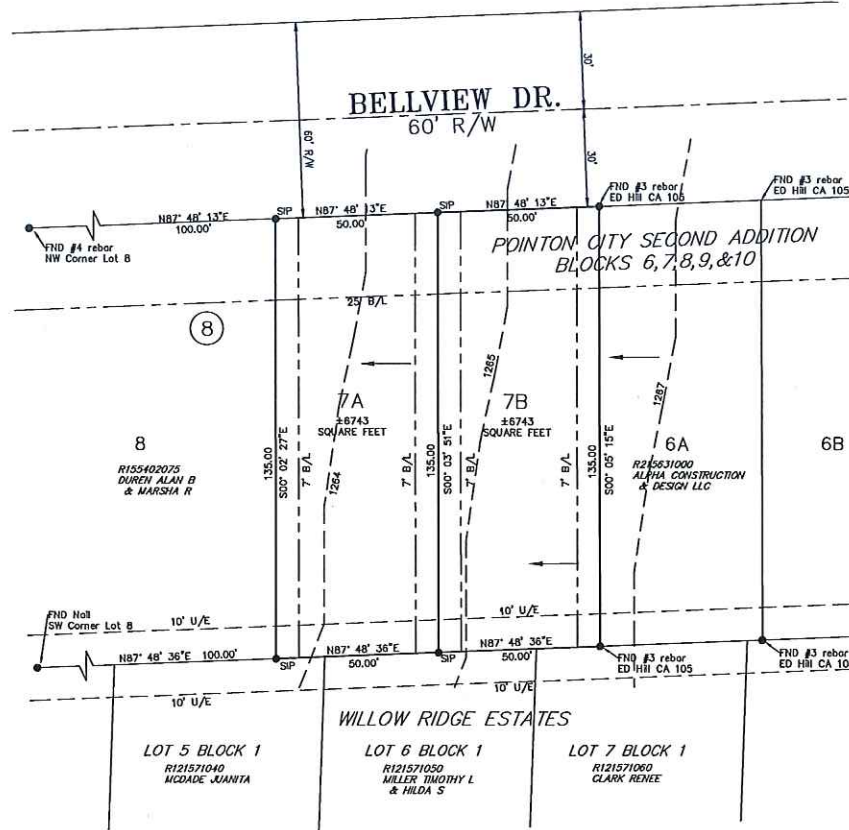
Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma are hereby accepted. Signed by the Mayor of the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor Seal  
 MAYOR, CITY CLERK,

**PATHFINDER SURVEYING**  
 CERTIFICATE OF AUTHORIZATION #8903  
 PHONE: (405) 476-1469  
 PO BOX 7433 MOORE, OKLAHOMA 73153  
 MIKE@PATHFINDERSURVEYING.COM

**NOTES**

- This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying 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 11 Section 41-108 of the Oklahoma State Statutes.
- Internal side lot line setbacks shall be 7 feet.



**LEGEND**

- EASEMENT OR RIGHT OF WAY
- - - CENTER LINE
- \_\_\_\_\_ SUBJECT PROPERTY LINE
- U/E=UTILITY EASEMENT
- R/W=RIGHT OF WAY
- B/L=BUILDING LINE
- SIP=SET 3" REBAR WITH LS 1816 CAP
- ⊗=BLOCK EIGHT

**COUNTY TREASURER'S CERTIFICATE**

I, Forrest "Buck" Freeman, 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 20\_\_, and all prior years on the annexed plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory survey has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

County Treasurer Seal  
 COUNTY TREASURER

**LICENSED LAND SURVEYOR**

I, Michael Dawson, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, an addition to the City of Midwest City, Oklahoma, represents a survey made under my supervision on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

PATHFINDER SURVEYING  
 PO Box 7433  
 Moore, OK, 73153  
 Oklahoma C.A. #6003  
 (405) 476-1469

Land Surveyor Seal  
 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**STATE OF OKLAHOMA §**

COUNTY OF OKLAHOMA  
 Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Dawson, to be 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.

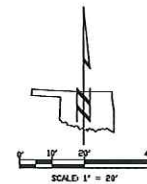
Given under my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 My Commission Expires: \_\_\_\_\_

Notary Seal  
 NOTARY PUBLIC

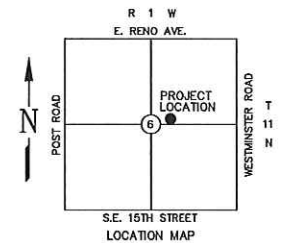
**CERTIFICATE OF CITY CLERK**

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 on unmaturing installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of Replat of Lot 7 Block 8, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**BASIS OF BEARING:**  
 Assumed Bearing of S 87° 48' 13" W  
 Being the North Line of Block 8  
 POINTON CITY SECOND ADDITION BLOCKS 6-10





The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
 Brandon Bundy, City Engineer  
 CURRENT PLANNING DIVISION  
 Kellie Gilles, Current Planning Manager  
 COMPREHENSIVE PLANNING  
 Petya Stefanoff, Comprehensive Planner  
 BUILDING INSPECTION DIVISION  
 Christine Brakefield, Building Official  
 GIS DIVISION  
 Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** June 22, 2021

**Subject:** (PC – 2080) Discussion and consideration for adoption, including any possible amendment of the Sheraton/Reed Center Addition to Aviation Acres, a Replat of Lots 1-8, Lot 20 and Part of Lot 19, Block 4 & part of Lots 39, 40 and 41, Block 1, Aviation Acres & part of Block 2, Amend’s Amended Plat & Part of Vacated Tinker Road (Trosper Road) described as a part of the NW/4 of Section 9, T11N, R2W.

**Executive Summary:** The area of request is the site of the Reed Center/Sheraton Hotel. This item is a request to replat one (1) lot into two (2) lots to allow for development of an individual parcel at the southern end. The property is zoned HOS, Hospitality. All requirements of the Zoning Ordinance for the HOS District will be required to meet with any future building permits. Sidewalk will be required with any future building permit for proposed Lot 2. No building permits can be issued until the replat is filed with Oklahoma County. Action is at the discretion of the City Council.



**Dates of Hearing:**  
 Planning Commission  
 – June 1, 2021  
 City Council – June  
 22, 2021

**Council Ward:** Ward  
 1, Susan Eads

**Owner:** Midwest  
 City Utilities  
 Authority

**Applicant:** Robert  
 Coleman, Economic  
 Development  
 Director

**Size:** The area of  
 request has a frontage  
 along Will Rogers  
 Rd., Warren Dr. and

Tinker Diagonal and contains an area of approximately 13.75 acres.

**Land Use:**

Area of Request – Reed Center/Sheraton on Proposed Lot 1. Proposed Lot 2 is vacant

North – Home Depot and Sooner Baptist Church

South – I-40

East – Hampton Inn, one single family residence, Center Place Apartments and City building

West – Hotels and Black Bear Diner

**Municipal Code Citation:**

2012 Subdivision Regulations

38-21.1. Purpose & Applicability

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 was originally platted in 1944. Since that time, there have been several lots splits, amendments and vacations of the original plat.
2. The Planning Commission recommended approval of this item June 1, 2021

**Engineer's Comments:**

Note: This application is for a re-plat of Aviation Acres located near the intersection of Will Rogers Rd. and Warren Dr.

**Public Improvements**

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-21.3. Construction management (Replat).

(a)

Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b)

Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

**Water**

There are multiple existing water lines running through and immediately adjoining the subject property. These lines range from six (6) inch to twelve (12) inch. Therefore, all the proposed lots already have public water access. No further improvements required.

**Sanitary Sewer**

There are multiple sanitary sewer lines immediately adjacent to the proposed development. Therefore, all the proposed lots already have public sanitary sewer access. No further improvements required.

**Stormwater**

The proposed development is making two (2) lots out of one (1) existing. Lot 1 of the subject property is developed with storm water accounted for. Lot 2 is currently undeveloped. With the area zoned for commercial use, any building permit will require its own detention study and associated improvements. No further improvements required.

**Street**

The subject property has frontages on three publicly maintained roadways; Will Rogers Rd., Warren Dr., and Tinker Diagonal. All of the three have curb and gutter. No further improvements required.

**Sidewalk**

Sidewalk exists throughout the already developed Lot 1 of the subject property. Development of Lot 2 will require a sidewalk to be constructed as part of any building permit and will be required prior to any certificate of occupancy (CO) of the associated lot. The sidewalk will have to comply with current American with Disabilities Act (ADA) regulations.

**Easements**

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown. There is a new dedication of ROW to cover the existing Warren Dr.

**Lighting**

Public street lighting is not required of this development since there are no areas within the extents of the development where street lighting is warranted.

**Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and all the adjacent roads are already a publicly maintained roadways.

**Record Drawings, Lien Release, and Bonding**

No public improvements are required with this application.

**Fire Marshal's Comments:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Staff Comments:**

The applicant has received inquiries from potential prospects wishing to develop proposed Lot 2 shown on the replat. For this reason, the applicant is applying to replat the property to create an individual lot (Lot 2) for future development.

If this replat is approved, all future development must meet the requirements of the Zoning Ordinance for the Hospitality zoning district, including the requirement for a minimum of 15% of the lot, excluding right-of-way, shall be natural open space. Other requirements such as parking, signage, setbacks, exterior materials and dumpster enclosure must also be met.

It should be noted that allowing this replat does create an off-premise sign in the right-of-way. There are two (2) signs in the median at the far southeast corner of proposed Lot 2 advertising the Sheraton and Reed Center. As this is a median, surrounded by public streets, it should be dedicated as right-of-way. This replat does dedicate the median area as right-of-way. The signs are existing and should be allowed to remain as is with this replat.

Action is at the discretion of the City Council.

**Action Required:** Approve or reject the replat of the Sheraton/Reed Center Addition to Aviation Acres, subject to the staff comments as found in the June 22, 2021 agenda packet and made a part of PC-2080 file.



Billy Harless, AICP  
Community Development Director

KG



## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2080

Date: 13 May 2021

PC-2080 is a request to replat a portion of Aviation Acres. This lot is the site of the Sheraton/Reed Center. The southernmost portion is being split into its own lot for individual development.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: May 19<sup>th</sup>, 2021

Subject: Engineering staff comments for pc-2080 re-plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2080:**

Note: This application is for a re-plat of Aviation Acres located near the intersection of Will Rogers Rd. and Warren Dr.

**Public Improvements**

The requirements of the public improvements can be found in the subdivision regulations under:  
Sec. 38-21.3. Construction management (Replat).

(a)

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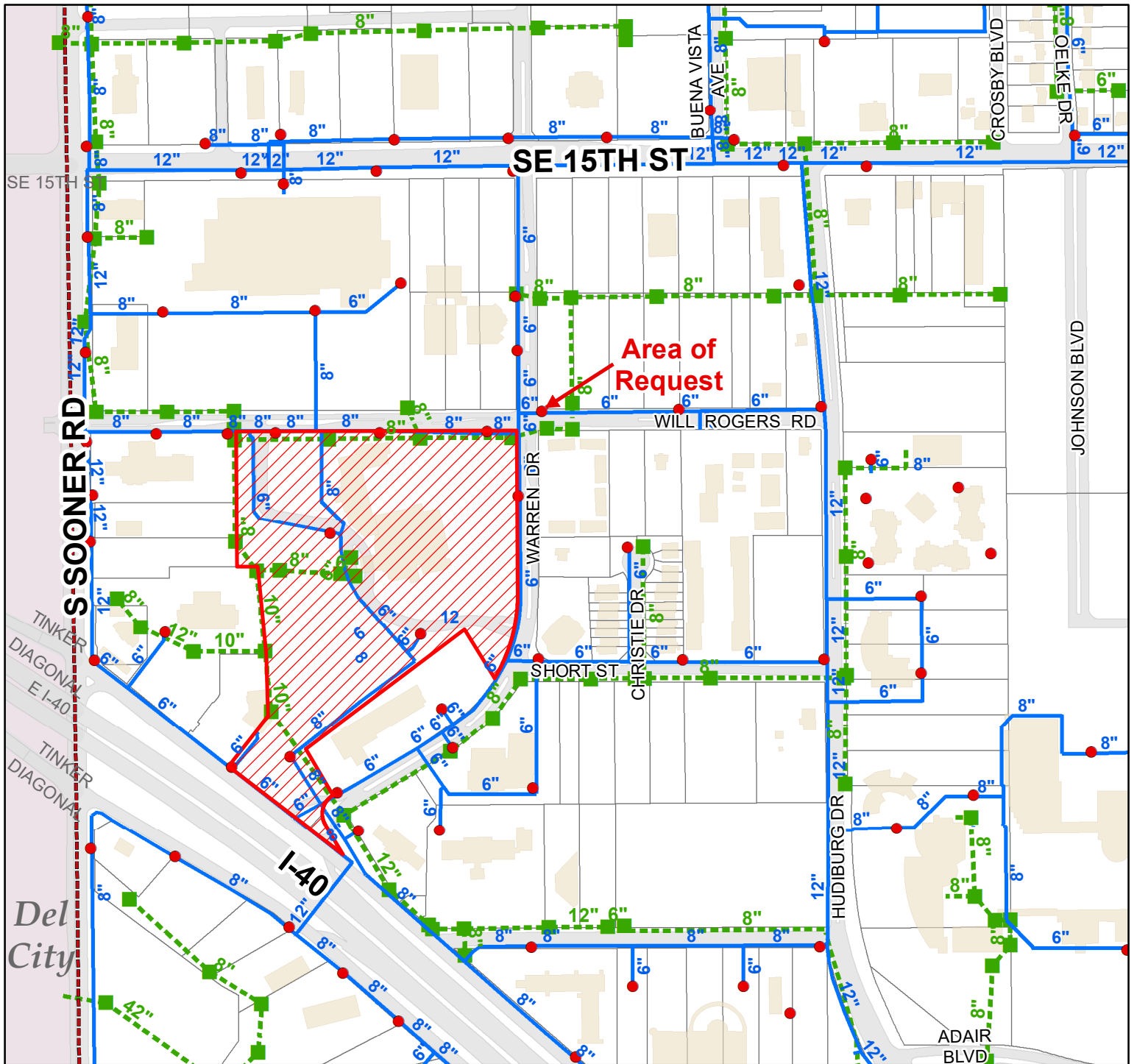
### **Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and all the adjacent roads are already a publicly maintained roadways.

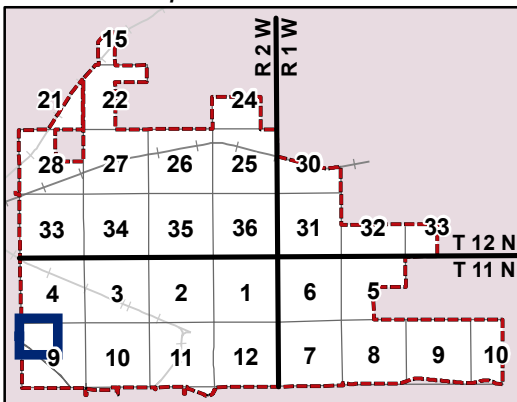
### **Record Drawings, Lien Release, and Bonding**

No public improvements are required with this application.





Locator Map

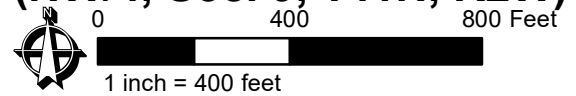


**Water/Sewer Legend**

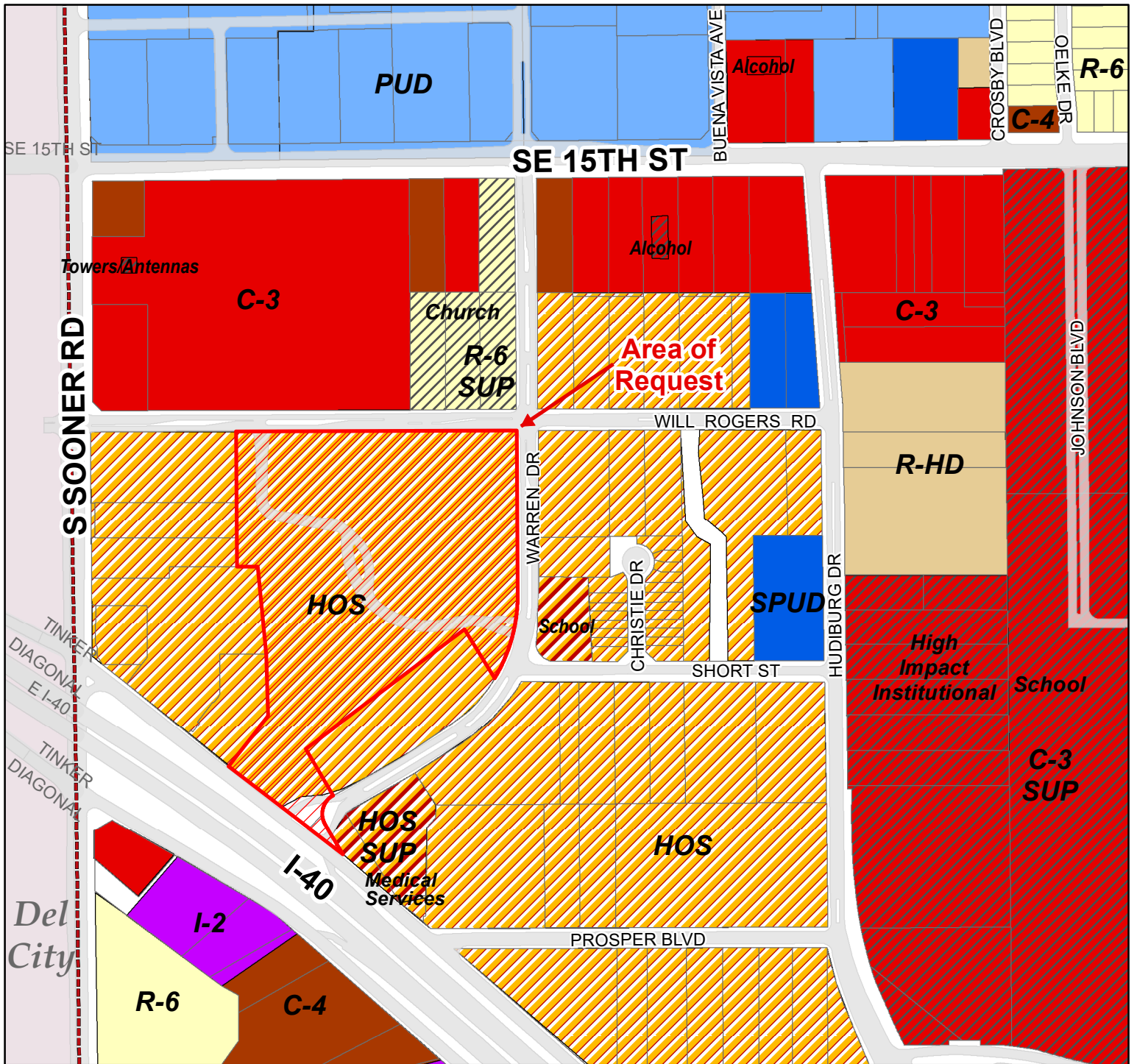
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE LOCATION MAP FOR PC-2080**

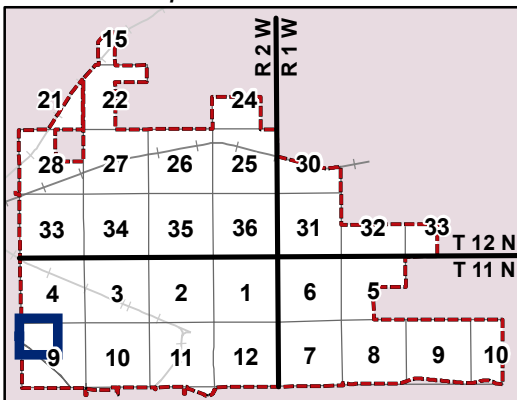
**(NW/4, Sec. 9, T11N, R2W)**



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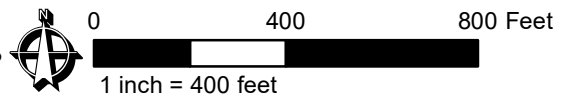
Locator Map



Current Zoning Legend

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

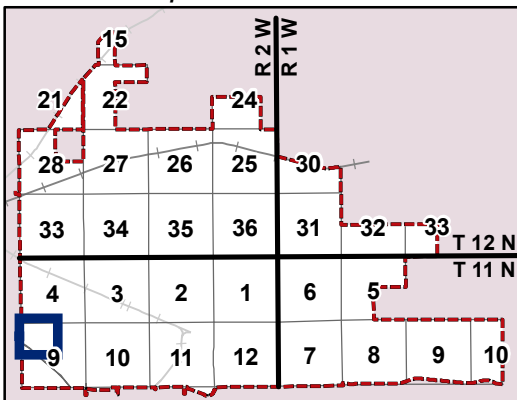
## ZONING MAP FOR PC-2080 (NW/4, Sec. 9, T11N, R2W)



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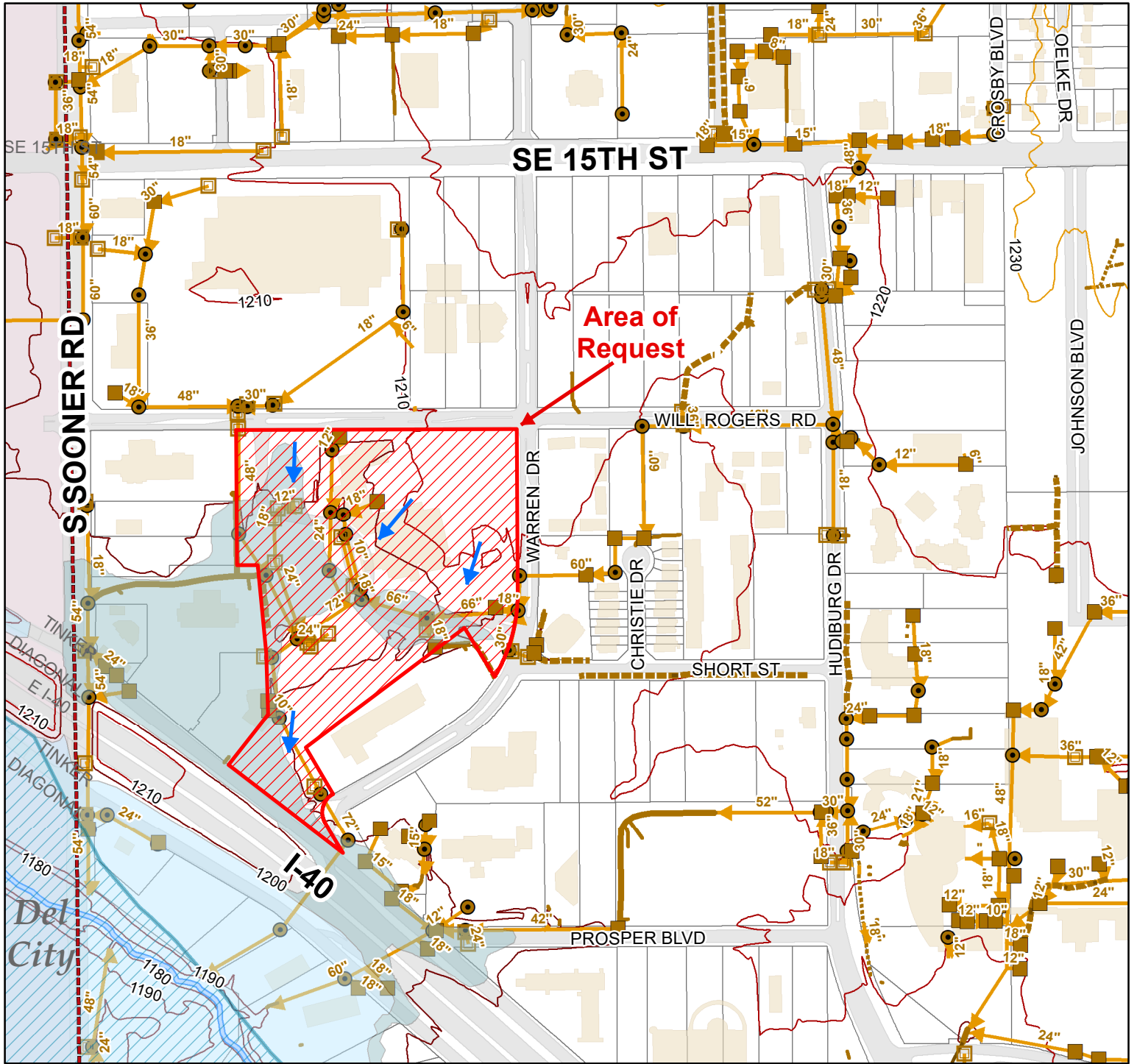
Locator Map



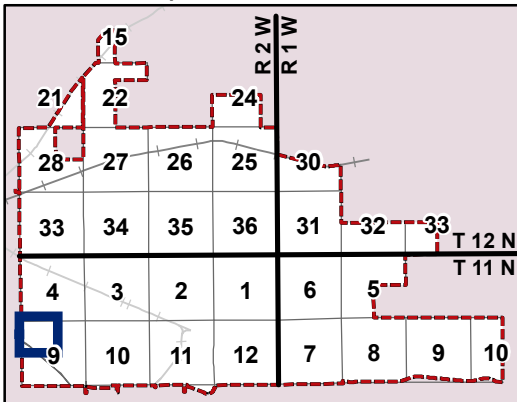
**12/2020 NEARMAP AERIAL VIEW FOR  
PC-2080  
(NW/4, Sec. 9, T11N, R2W)**



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Locator Map



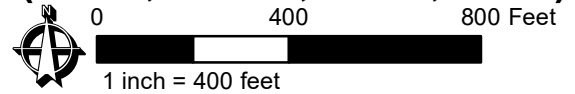
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

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

**DRAINAGE LOCATION MAP FOR PC-2080**

(NW/4, Sec. 9, T11N, R2W)



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# SHERATON/REED CENTER ADDITION TO AVIATION ACRES

BEING A REPLAT OF LOTS 1 THROUGH 8, LOT 20 AND PART OF LOT 19, BLOCK 4, &  
PART OF LOTS 39, 40 AND 41, BLOCK 1, AVIATION ACRES &  
PART OF BLOCK 2, AMEND'S AMENDED PLAT & PART OF  
VACATED TINKER ROAD (TROSPER ROAD)  
LYING IN THE NORTHWEST QUARTER, SECTION 9  
TOWNSHIP 11 NORTH, RANGE 2 WEST, 11M.



**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 2021 and all prior years on the land shown on the annexed plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
COUNTY TREASURER

**LICENSED PROFESSIONAL LAND SURVEYOR**

I, Randall A. Mansfield, hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and the annexed plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, an addition to the City of Midwest City, Oklahoma County, Oklahoma, consisting of Three (3) sheets, represents a survey made under my supervision on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and monuments shown thereon actually exist and their positions are correctly shown, and this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and said annexed plot complies with the requirements of Title 11 Section 41-10B of the Oklahoma State Statutes.

Randall A. Mansfield, Licensed Professional Land Surveyor No. 1613  
Oklahoma Certificate of Authorization No. 6391 Expires June 30, 2022

**STATE OF OKLAHOMA s.s.  
COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Randall A. Mansfield, 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

**BONDED ABSTRACTOR'S 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 plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, a subdivision of a part of the Northwest Quarter of Section 9, Township 11 North, Range 2 West, of the Indian Meridian to the City of Midwest City, Oklahoma County, Oklahoma appears to be vested in Midwest City Municipal Authority, an Oklahoma public trust, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and is unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CERTIFICATE OF CITY OF MIDWEST CITY DEVELOPMENT COMMITTEE**

I, \_\_\_\_\_, Chairman of the City of Midwest City, Development Committee, certify that the bonded or installed improvements comply with the approved standards and specifications on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
DEVELOPMENT COMMITTEE CHAIRMAN

**ACCEPTANCE OF DEDICATIONS**

Be it resolved by the City Council of the City of Midwest City, Oklahoma, the dedications shown on the annexed plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, to the City of Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma on this this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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 on unamortized installments have been paid in full and there is no special assessment procedures now pending against the land on the annexed plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY CLERK

**OWNER'S CERTIFICATE AND DEDICATION  
KNOW ALL MEN BY THESE PRESENTS:**

That MIDWEST CITY MUNICIPAL AUTHORITY, an Oklahoma public trust, hereby certifies that it is the owner of and the only person, corporation, firm or entity having any ownership rights, title or interest in the land shown on the annexed plot of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, a subdivision of a part of the Northwest Quarter of Section 9, Township 11 North, Range 2 West, of the Indian Meridian to Midwest City, Oklahoma County, Oklahoma, and has caused the said premises to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plot, and is hereby adopted as the plat of land under the name of SHERATON/REED CENTER ADDITION TO AVIATION ACRES, dedicates all streets and easements shown on said annexed plot to the public for public highways, streets and easements, for themselves, their successors and assigns forever and has caused the same to be released from all rights, easements and encumbrances except as shown in the bonded abstractor's certificate. In Witness Whereof the undersigned have caused this instrument to be executed.

MIDWEST CITY MUNICIPAL AUTHORITY, an Oklahoma public trust

By: \_\_\_\_\_  
Mayor

**STATE OF OKLAHOMA s.s.  
COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared, 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 and as the free and voluntary act and deed of 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

**PLAT DESCRIPTION:**

A tract of land being all of Lots 1 through 8, all of Lot 20 and part of Lot 19, Block 4 and part of Lots 39, 40 and 41, Block 1, AVIATION ACRES, an addition to the City of Midwest City, according to the plat recorded in Book 24 of Plats, Page 4, together with a portion of Trospers Road (Platted as Tinker Road) as vacated in Oklahoma County District Court in Case No. CJ 95-842-65 recorded in Book 6847, Page 2278 AND part of Block 2, AMEND'S AMENDED PLAT, an addition to the City of Midwest City, according to the plat recorded in Book 41 of Plats, Page 44, all being a part of that certain tract of land described in WARRANTY DEED recorded in Book 8837, Page 1233, lying in the Northwest Quarter of Section 9, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 8, Block 4, AVIATION ACRES, said point being South 00°15'03" East a distance of 789.48 feet and North 89°58'51" East a distance of 459.68 feet from the northwest corner of said Northwest Quarter and being a point on the south right of way line of Wm Rogers Road;

THENCE North 89°58'51" East, along the north line of Lots 1 through 8 in said Block 4 and said south right of way line, a distance of 800.00 feet to the northeast corner of said Lot 1, being a point on the westerly right of way line of Warren Drive (Platted as Central Drive);

THENCE along the east line of said Lot 1, Lot 20, part of Lot 19 and along said westerly right of way line, the following Two (2) courses:

1. South 00°16'33" East a distance of 462.22 feet to a point of curvature;
2. Southerly along a curve to the right having a radius of 443.50 feet (said curve subtended by a chord which bears South 15°38'11" West a distance of 248.14 feet) for an arc distance of 251.50 feet;

THENCE North 31°25'50" West a distance of 162.37 feet to a point of intersection with the northwesterly line of Lot 18 in said Block 4 extended;

THENCE South 53°25'06" West, along said extended line and the northwesterly line of said Lot 18, a distance of 563.31 feet to a point on the northerly line of said vacated Trospers Road (Platted as Tinker Road);

THENCE along said vacated street, the following Two (2) courses:

1. South 30°27'12" East a distance of 152.49 feet to a point on a curve;
2. Southerly along a non tangent curve to the left having a radius of 60.00 feet (said curve subtended by a chord which bears South 15°00'46" West a distance of 86.03 feet) for an arc distance of 95.92 feet to a point on the north line of Lot 39 in said Block 1, AVIATION ACRES;

THENCE South 30°37'53" East, along the north line of said Lot 39, a distance of 100.28 feet to a point on the northerly right of way line of Interstate 40 Service Road;

THENCE North 51°34'18" West, along said northerly right of way line, a distance of 397.70 feet to the most southerly corner of Block 2 in said AMEND'S AMENDED PLAT;

THENCE North 38°23'14" East, along the southeasterly line of said Block 2 and said line extended, a distance of 181.69 feet;

THENCE North 05°21'00" West a distance of 48.99 feet;

THENCE North 05°30'18" West a distance of 378.15 feet;

THENCE North 89°48'17" West a distance of 61.51 feet to a point on the west line of said Lot 8, Block 4, also being a point on the east line of Lot 12 in Block 4 of said AVIATION ACRES;

THENCE North 00°11'59" West, along the west line of said Lot 8 and said east line of Lot 12, a distance of 84.24 feet to the southeast corner of Lot 11;

THENCE North 00°19'03" West, along the west line of said Lot 8, also being the east line of Lots 11, 10 and 9, a distance of 299.29 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 598,958 square feet or 13.7502 acres, more or less.

**BASIS OF BEARINGS:**

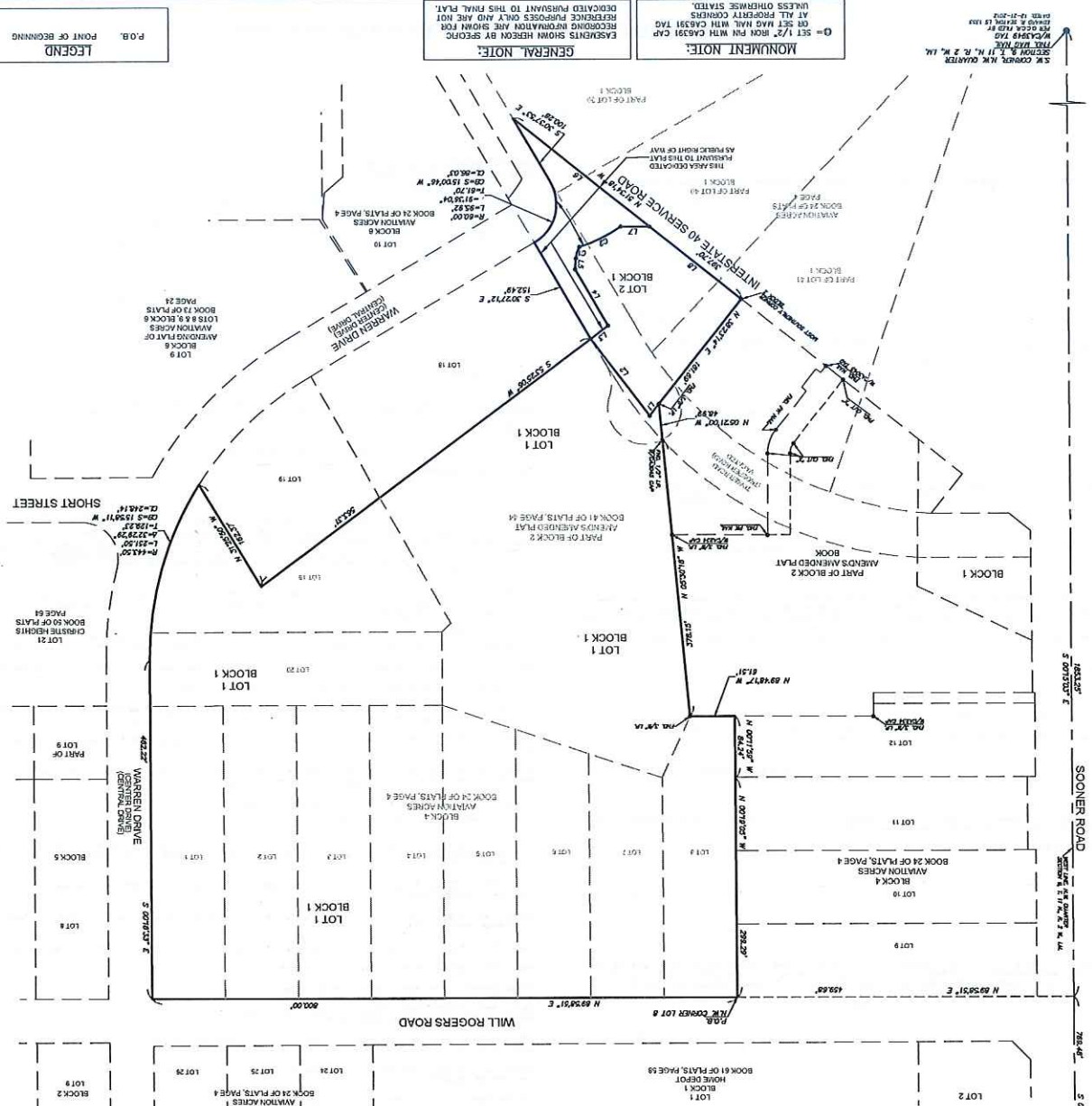
The bearing of North 38°23'14" East as a southeasterly line of Block 2, AMEND'S AMENDED PLAT recorded in Book 41 of Plats, Page 44 was used as the basis of bearings for this description.

|                          |
|--------------------------|
| OWNER'S NOTARY SEAL      |
| COUNTY TREASURER'S SEAL  |
| LICENSED SURVEYOR'S SEAL |
| SURVEYOR'S NOTARY SEAL   |
| ABSTRACTOR'S SEAL        |
| CITY CLERK'S SEAL        |

**DODSON - THOMPSON - MANSFIELD, PLLC**  
 20 NE 36th Street Phone: 405-621-7422 email: randy@dtm-llc.com  
 Oklahoma City, OK 73105 Fax: 405-691-7410  
 Surveying - Engineering - Earthwork  
 CERTIFICATE OF AUTHORIZATION NO. 6391 EXPIRES JUNE 30, 2022

**SHERATON/REED CENTER ADDITION TO AVIATION ACRES**

BEING A REPLAT OF LOTS 1 THROUGH 8, LOT 20 AND PART OF LOT 19, BLOCK 4, & PART OF LOTS 39, 40 AND 41, BLOCK 1, AVIATION ACRES, & PART OF BLOCK 2, AMENDS AMENDED PLAT & PART OF VACATED TINNER ROAD (TROSPER ROAD) LYING IN THE NORTHWEST QUARTER, SECTION 9 LYING IN THE NORTHWEST QUARTER, TOWNSHIP 11 NORTH, RANGE 2 WEST, 14E.

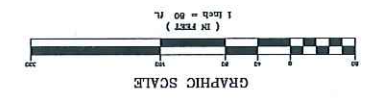


**MONUMENT NOTE:**  
 @ = SET 1/2" IRON PIN WITH GA391 CAP AT ALL PROPERTY CORNERS. REFERENCE NUMERALS ARE SHOWN FOR EASMENTS SHOWN HEREON BY GEOTIC RECORDING INSTRUMENTS AND SHALL BE DEDICATED PURSUANT TO THIS FINAL PLAT, UNLESS OTHERWISE STATED.

**LEGEND:**  
 P.O.B. POINT OF BEGINNING

Sheet 2 of 3

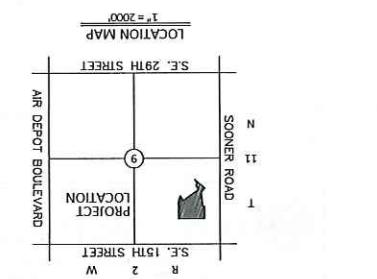
**DODSON - THOMPSON - MANSFIELD, PLLC**  
 Surveying - Engineering - Earthwork  
 200 E. 20th Street, Suite 402-403-404  
 Oklahoma City, Oklahoma 73102  
 Phone: 405-461-7142  
 Fax: 405-461-7142  
 Email: info@dodson-thompson-mansfield.com



| Lot # | Description | Length |
|-------|-------------|--------|
| L1    | H 30731' E  | 20.13  |
| L2    | S 32281' E  | 11.72  |
| L3    | S 52300' W  | 20.17  |
| L4    | S 30271' E  | 68.97  |
| L5    | S 03328' W  | 13.00  |
| L6    | N 01241' W  | 202.12 |
| L7    | S 09241' W  | 28.14  |
| L8    | N 01241' W  | 199.27 |

| Curve # | Radius  | Length | Delta  | Tangent | Chord Bearing | Chord Length |
|---------|---------|--------|--------|---------|---------------|--------------|
| C1      | 37.69'  | 16.69' | 23.21° | 8.48'   | S 1634' W     | 16.34'       |
| C2      | 188.45' | 63.03' | 102.3° | 31.79'  | S 6414' W     | 62.76'       |



**FLOOD NOTE:**

Sold described property is located within an area having a Zone Designation Zone X (Unshaded) and Zone X (Shaded) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 4019000104, with a date of identification of December 18, 2009, for Community No. 400405, in Oklahoma County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated and is shown hereon in its approximate location as determined by scaled map location and graphic plotting only.

Flood Zone Definitions: Zone X (Unshaded) - Area of Minimal Flood Hazard

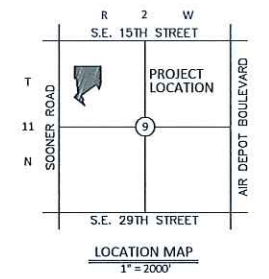
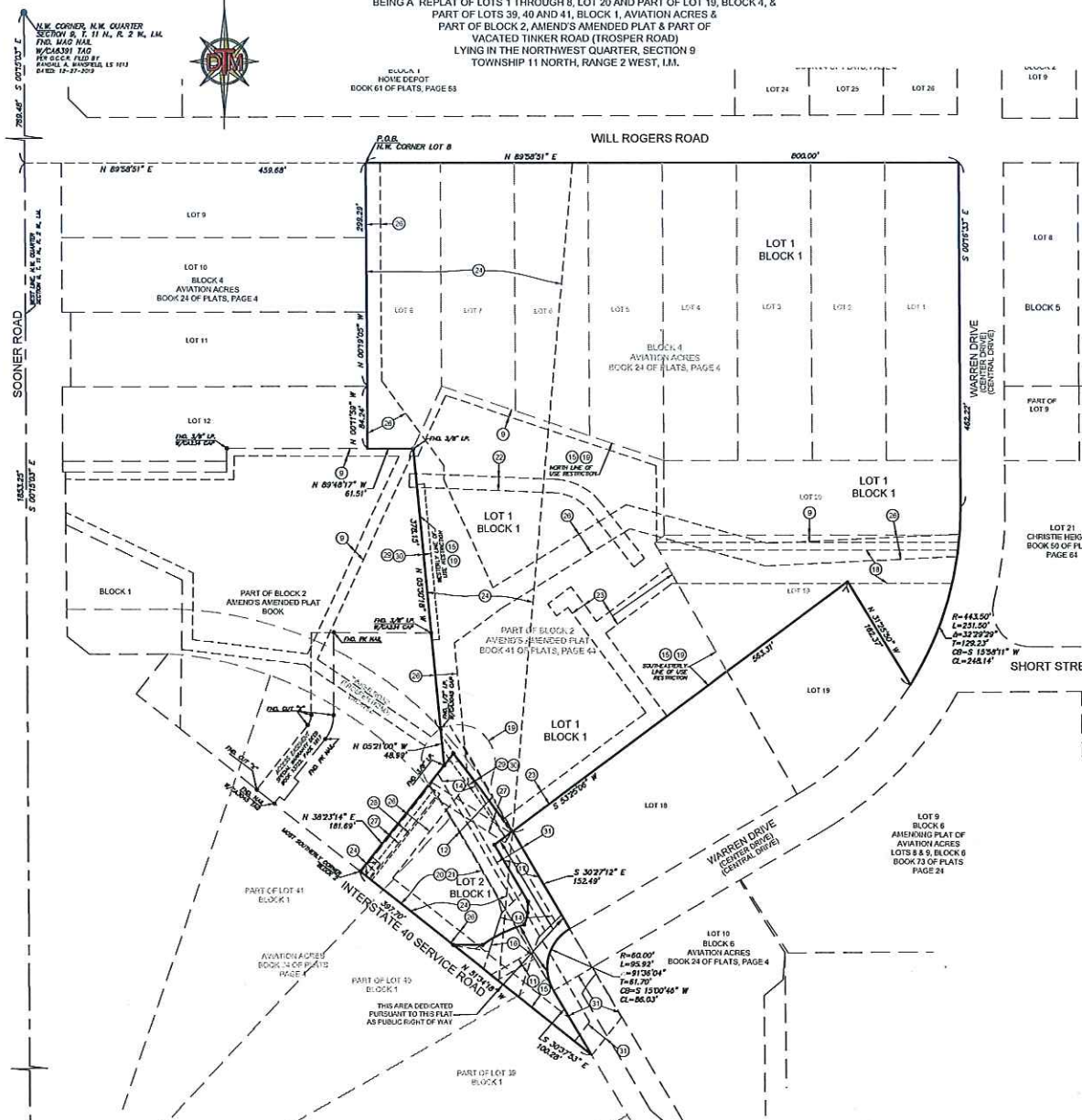
Zone X (Shaded) - Areas of 0.2% Annual Chance Flood, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.

**RECORDED EASEMENTS:**

9. Easements lines as shown on the plat of AMEND'S AMENDED PLAT recorded in Book 41 of Plats, Page 44 that affect subject property are shown hereon. Building lines around vacated streets are not shown.
10. EASEMENT in favor of the State of Oklahoma, for a public road, recorded in Book 2027, Page 141 does not affect subject property.
11. EASEMENT in favor of the City of Midwest City, for a water main, recorded in Book 3459, Page 656 affects subject property and is shown hereon.
12. ORDINANCE No. 2620 by the City Council of Midwest City, closes a portion of Tinker Road (Trospier Road) as established by the plat of AVIATION ACRES and AMEND'S AMENDED PLAT with the City of Midwest City retaining easement rights, recorded in Book 6829, Page 1600, as voided in the District Court of Oklahoma County in Case No. CJ 95-6421-65 recorded in Book 6847, Page 2278 and establishes a utility easement that affects subject property and is shown hereon.
13. The effect of EASEMENT in favor of Oklahoma Gas & Electric Company, for an electric system, recorded in Book 6907, Page 1993 upon subject property is unknown as Exhibit A describing the location of the easement as referred to therein was not provided as a part of the filed document.
14. GRANT OF EASEMENT in favor of Sodguru, Inc., for an access easement, recorded in Book 6916, Page 720 affects subject property and is shown hereon.
15. USE RESTRICTION AGREEMENT by and between Expressway Development Associates, Inc. and Sodguru, Inc., recorded in Book 6922, Page 503 affects a portion of the subject property. The limits of the lands described therein that affects subject property are shown hereon. Restriction as contained therein may have expired under its own terms.
16. GRANT OF EASEMENT in favor of Sodguru, Inc., for an access easement, recorded in Book 6922, Page 507 affects subject property and is shown hereon.
17. GRANT OF EASEMENT in favor of Expressway Development Associates, Inc., for access, recorded in Book 6922, Page 513 affects subject property and is shown hereon.
18. GRANT OF EASEMENT in favor of Expressway Development Associates, Inc., for access and utilities, recorded in Book 6922, Page 518 affects subject property and is shown hereon.
19. USE RESTRICTION AGREEMENT by and between Expressway Development Associates, Inc., Sooner Diagon, Inc., Frank Butts and Sodguru, Inc. recorded in Book 6916, Page 2019 affects a portion of the subject property. The limits of the lands described therein that affects subject property are shown hereon. Restriction as contained therein may have expired under its own terms.
20. RESTRICTIVE COVENANT by Sooner Diagon, Inc. recorded in Book 6947, Page 346 affects a portion of subject property and is shown hereon. It should be determined if this restriction may have expired under its own terms.
21. RESTRICTIVE COVENANT by Sooner Diagon, Inc. recorded in Book 6947, Page 350 affects a portion of subject property and is shown hereon. It should be determined if this restriction may have expired under its own terms.
22. GRANT OF PERMANENT EASEMENT in favor of the City of Midwest City, for drainage, recorded in Book 6993, Page 1078 affects subject property and is shown hereon.
23. GRANT OF PERMANENT EASEMENT in favor of the City of Midwest City, for a water main, recorded in Book 6993, Page 1080 affects subject property and is shown hereon.
24. EASEMENT AND RESTRICTIVE COVENANT AGREEMENT by and between Home Depot, USA, Inc. and Midwest City Memorial Hospital Authority, recorded in Book 8124, Page 841 affects subject property. A sign easement as contained therein affects subject property and is shown hereon. Restrictions covering Landlord's Parcel as contained therein affect a portion of subject property. The limits of the lands as contained therein that affect subject property are shown hereon.
25. Property is subject to AGREEMENT REGARDING STORM WATER DRAINAGE by City of Midwest City, Home Depot USA, Inc. and Midwest City Memorial Hospital Authority, for a drainage system, recorded in Book 8124, Page 863 inasmuch as subject property lies within the lands described in Schedule A, the Hospital Authority's Parcel. (Non-attachable)
26. GRANT OF PERMANENT DRAINAGE EASEMENT in favor of the City of Midwest City, for drainage easements, recorded in Book 8124, Page 873 affects subject property and is shown hereon.
27. EASEMENT in favor of Oklahoma Gas & Electric Company, for an electric system, recorded in Book 8431, Page 718 affects subject property and is shown hereon.
28. EASEMENT in favor of Oklahoma Gas & Electric Company, for an electric system, recorded in Book 9056, Page 1884 affects subject property and is shown hereon.
29. EASEMENT in favor of Oklahoma Gas & Electric Company, for an electric system, recorded in Book 9257, Page 1285 affects subject property and is shown hereon.
30. EASEMENT in favor of Oklahoma Gas & Electric Company, for an electric system, recorded in Book 9332, Page 887 affects subject property and is shown hereon.
31. DECREE OF VACATION Case No. CJ-2004-2228 in the District Court of Oklahoma County, vacates a portion of Trospier Road (Tinker Road) and establishes utility and drainage easements, recorded in Book 9393, Page 182. A drainage easement as contained therein affects subject property and is shown hereon.

**SHERATON/REED CENTER ADDITION TO AVIATION ACRES**

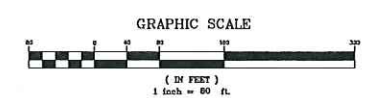
BEING A REPLAT OF LOTS 1 THROUGH 8, LOT 20 AND PART OF LOT 19, BLOCK 4, & PART OF LOTS 39, 40 AND 41, BLOCK 1, AVIATION ACRES & PART OF BLOCK 2, AMEND'S AMENDED PLAT & PART OF VACATED TINKER ROAD (TROSPIER ROAD) LYING IN THE NORTHWEST QUARTER, SECTION 9 TOWNSHIP 11 NORTH, RANGE 2 WEST, 11M.



**MONUMENT NOTE:**  
 ○ = SET 1/2" IRON PIN WITH CA3391 CAP OR SET MAG NAIL WITH CA6391 TAG AT ALL PROPERTY CORNERS UNLESS OTHERWISE STATED.

**GENERAL NOTE:**  
 EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.

**LEGEND**  
 P.O.B. POINT OF BEGINNING



**DODSON - THOMPSON - MANSFIELD, PLLC**  
 2015 E. 39th Street, Oklahoma City, OK 73105  
 Phone: 405-601-7422, Fax: 405-601-7421, Email: info@dtm-llc.com  
 Surveying - Engineering - Earthwork  
 CERTIFICATE OF AUTHORIZATION NO. 6391 EXPIRES JUNE 30, 2022



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

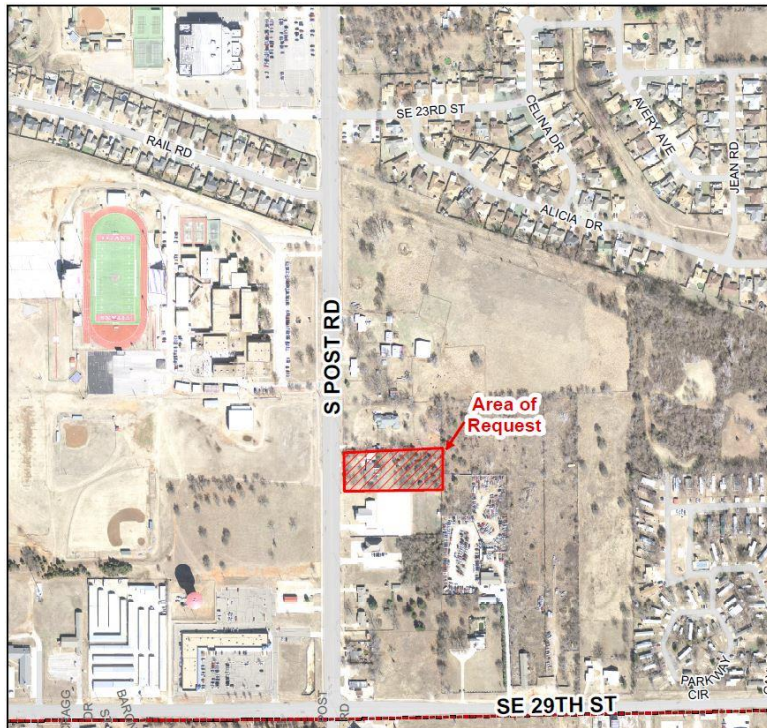
**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** June 22, 2021

**Subject:** (PC-2081) Discussion and consideration of adoption, including any possible amendments of the Replat of Lot 7 of the Traubs Second Addition described as a part of the SW 4 of Section 7, T11N, R1W and addressed as 2608 S. Post Rd.

**Executive Summary:** In 2018, the area of request was rezoned to a SPUD governed by the O-2, General Office district to create a small office park with four proposed buildings for office use. The SPUD stated that, if the item was approved, the applicant planned to apply to replat the parcel to create two (2) individual parcels. The approved SPUD Master Development Plan showed two (2) proposed buildings placed behind buildings and as such a shared drive to ensure access to all structures will be required and must be constructed with issuance of the first building permit. All construction must meet the requirements of the Zoning Ordinance. Connection to City water and sewer services for each building as well as detention will be required. Action is at the discretion of the City Council.



**Dates of Hearing:**

Planning Commission –  
June 1, 2021  
City Council – June 22,  
2021

**Owner/Applicant:** Jim  
McWhirter

**Council Ward:** Ward 6,  
Councilmember Favors

**Size:**

The area of request contains 159' of frontage on S. Post Rd. and a depth of approximately 400' containing an area of approximately 66,200 square feet.



**Land Use:**

Area of Request – vacant

North – one single family residence

South – church

East – vacant and salvage operation

West – vacant and accessory building for Carl Albert Middle School

**Municipal Code Citation:**

2012 Subdivision Regulations

38-21.1. Purpose & Applicability

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 property was rezoned from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development governed by the O-2, General Office district in June of 2018 (PC-1951).

2. The Planning Commission recommended approval of this item June 1, 2021

**Staff Comments:**

**Engineer's report:**

Note: This application is for a re-plat of Lot 7 of Traubs Second Addition, generally known as 2608 S Post Rd.

**Public Improvements**

**The requirements of the public improvements can be found in the subdivision regulations under:**

Sec. 38-21.3. Construction management (Replat).

(a)

Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b)

Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

### **Water**

An existing eighteen (18) inch water line runs along the west side of S Post Rd. Therefore, all the proposed lots already have public water access. No further improvements required. The applicant did indicate they may need to extend water to serve for other purposes such as fire flow depending on occupancy. If an extension is made, plans will need to be developed by an Oklahoma licensed civil engineer, reviewed by this office and ODEQ, as well as inspected by the City prior to acceptance.

### **Sanitary Sewer**

There is an existing eight (8) inch sanitary sewer lines immediately adjacent to the proposed development along the east side of Post Rd. Therefore, all the proposed lots already have public sanitary sewer access. No further improvements required.

### **Stormwater**

The proposed development is making two (2) lots out of one (1) existing. The entire subject property is currently undeveloped. With the area zoned for commercial use, any building permit will require its own detention study and associated improvements. The existing drainage pattern follows sheet flow from south to north. There is a church to the south with the outlet of its detention pond directly onto the subject property approximately half way on the south property line. Any detention will have to consider all impacts to the residential neighbor bordering immediately to the north.

### **Street**

S Post Road is a publicly maintained Secondary Arterial with curb and gutter. No further improvements required.

### **Sidewalk**

A five (5) foot sidewalk will have to be constructed along the frontage of S Post Road in conjunction with any building permit. Sidewalk will have to comply with current American with Disabilities Act (ADA) regulations. Sidewalk construction can be at time of building permit and will be required prior to any certificate of occupancy (CO) of the associated lot.

### **Easements**

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown.

### **Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and S Post Rd. is already a publicly maintained roadway.

### **Record Drawings, Lien Release, and Bonding**

No public improvements are required at the time of this replat.



Looking east from the S Post Road, water drains from right to left



Looking south from the S Post Road grade goes uphill



Detention area of church parking lot showing outfall onto subject property



Looking north from S Post Road

**Fire Marshal's report:**

The Fire Department has reviewed this rezoning request. The property is required to meet and maintain the requirements of the Midwest City Ordinances, Section 15.

**Plan Review Comments:**

As noted above, this property was rezoned to a SPUD in 2018. The Master Development Plan identified four (4) proposed building for office use. The SPUD document as well as the staff report stated that, if the zoning was approved, the applicant would apply to replat the property from one (1) lot into two (2) lots. A shared drive over the dividing property line was a requirement of the zoning. The replat does show a 50' private access and parking easement. Per the approved SPUD, the private drive is required to be installed with the first building permit for a structure within this development. This is to ensure that proper access is provided to all structures.

The required parking for office use is 1 space per 250 sq. ft. of GLA for the first 12,000 square feet. From 12,001-48,000 sq. ft., 1 space is required for every 300 sq. ft. of GLA. The minimum stall size is 8.5' X 18.5' and the minimum allowable aisle width is 26'.

A minimum of 10% of each lot must be left as open space.

A base of 6 trees and 12 shrubs are required for each building. Two (2) trees and two (2) shrubs must also be planted for every ten (10) parking spaces installed. Irrigation is also required.

The exterior of each building must consist of a minimum of 80% masonry materials.

Site proof screening is required where this property abuts residential uses.

A least one commercial dumpster is required and must be enclosed on three (3) sides by minimum 8' masonry walls with a minimum 12' wide open space when being serviced.


All setbacks must meet the requirements of the Zoning Ordinance.

The approved SPUD allows for one (1) 10' tall free-standing sign per parcel. Wall signs must comply with the Sign Ordinance.

Action is at the discretion of the City Council.

**Action Required:**

Approve or reject the Replat of Lot 7 of the Traubs Second Addition, subject to staff's comments as found in the June 22, 2021 agenda packet and made a part of PC-2081 file.



Billy Harless,  
Community Development Director

KG

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: May 19<sup>th</sup>, 2021

Subject: Engineering staff comments for pc-2081 re-plat application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2081:**

Note: This application is for a re-plat of Lot 7 of Traubs Second Addition, generally known as 2608 S Post Rd.

**Public Improvements**

The requirements of the public improvements can be found in the subdivision regulations under: Sec. 38-21.3. Construction management (Replat).

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Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

**Water**

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### **Street**

S Post Road is a publicly maintained Secondary Arterial with curb and gutter. No further improvements required.

### **Sidewalk**

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### **Easements**

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown.

### **Lighting**

Public street lighting is not required of this development since there are no areas within the extents of the development where street lighting is warranted.

### **Signage**

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and S Post Rd. is already a publicly maintained roadway.

### **Record Drawings, Lien Release, and Bonding**

No public improvements are required at the time of this replat.



Looking east from the S Post Road, water drains 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

from right to left

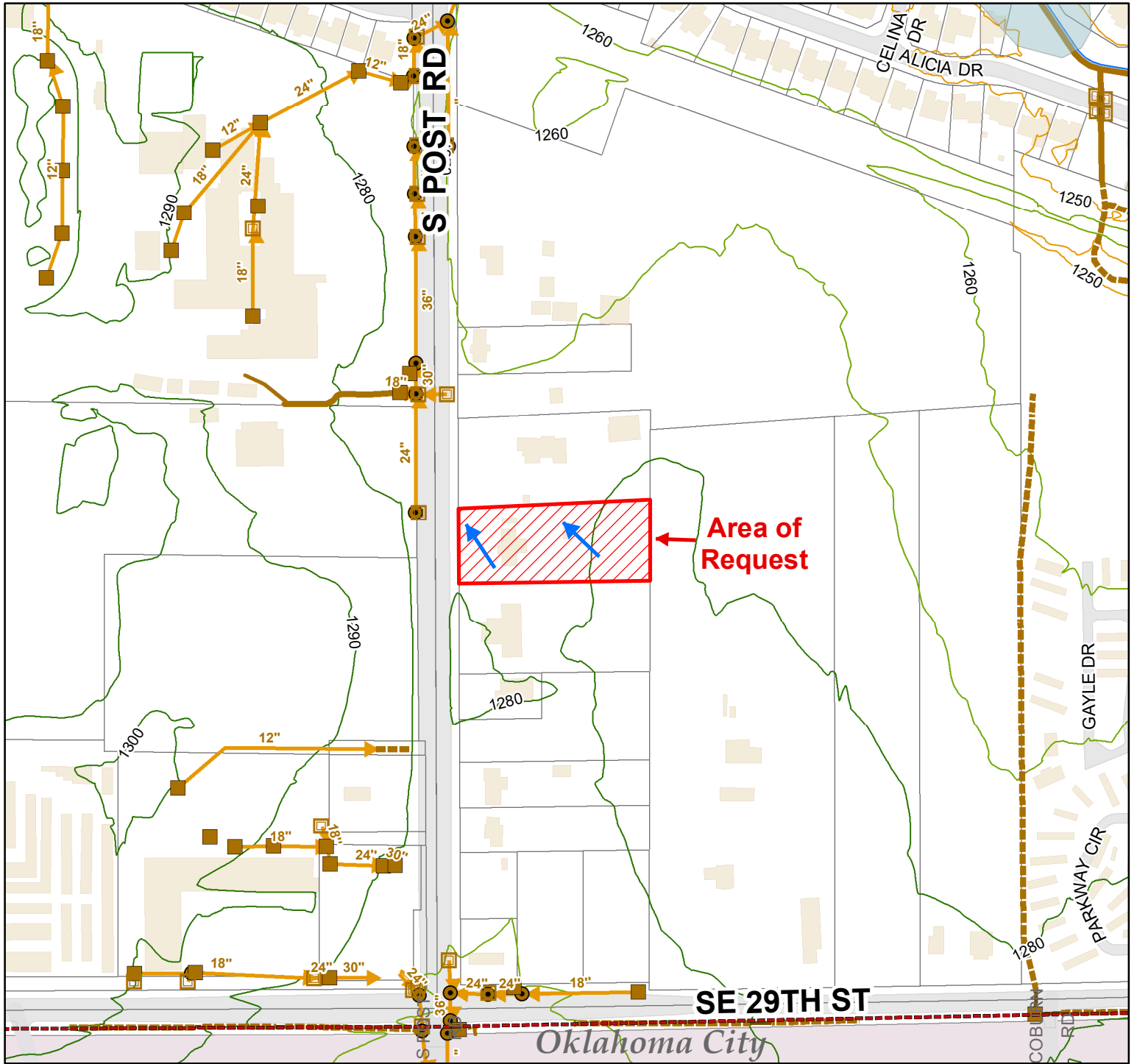


Detention area of church parking lot showing outfall onto subject property

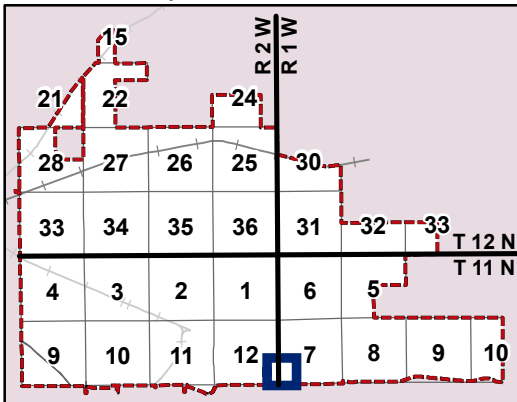
uphill



Looking north from S Post Road



Locator Map

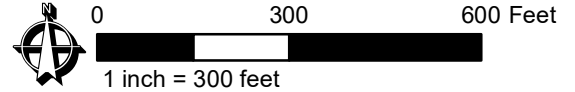


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

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

## DRAINAGE LOCATION MAP FOR PC-2081

(SW/4, Sec. 7, T11N, R1W)

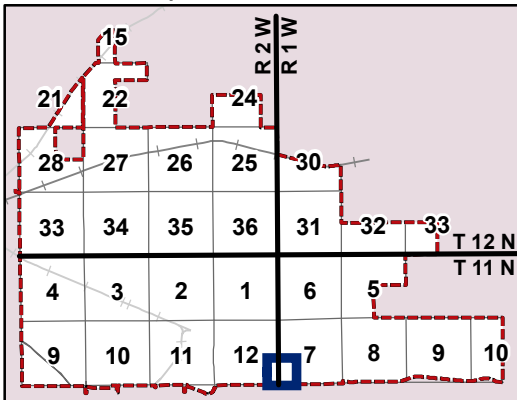


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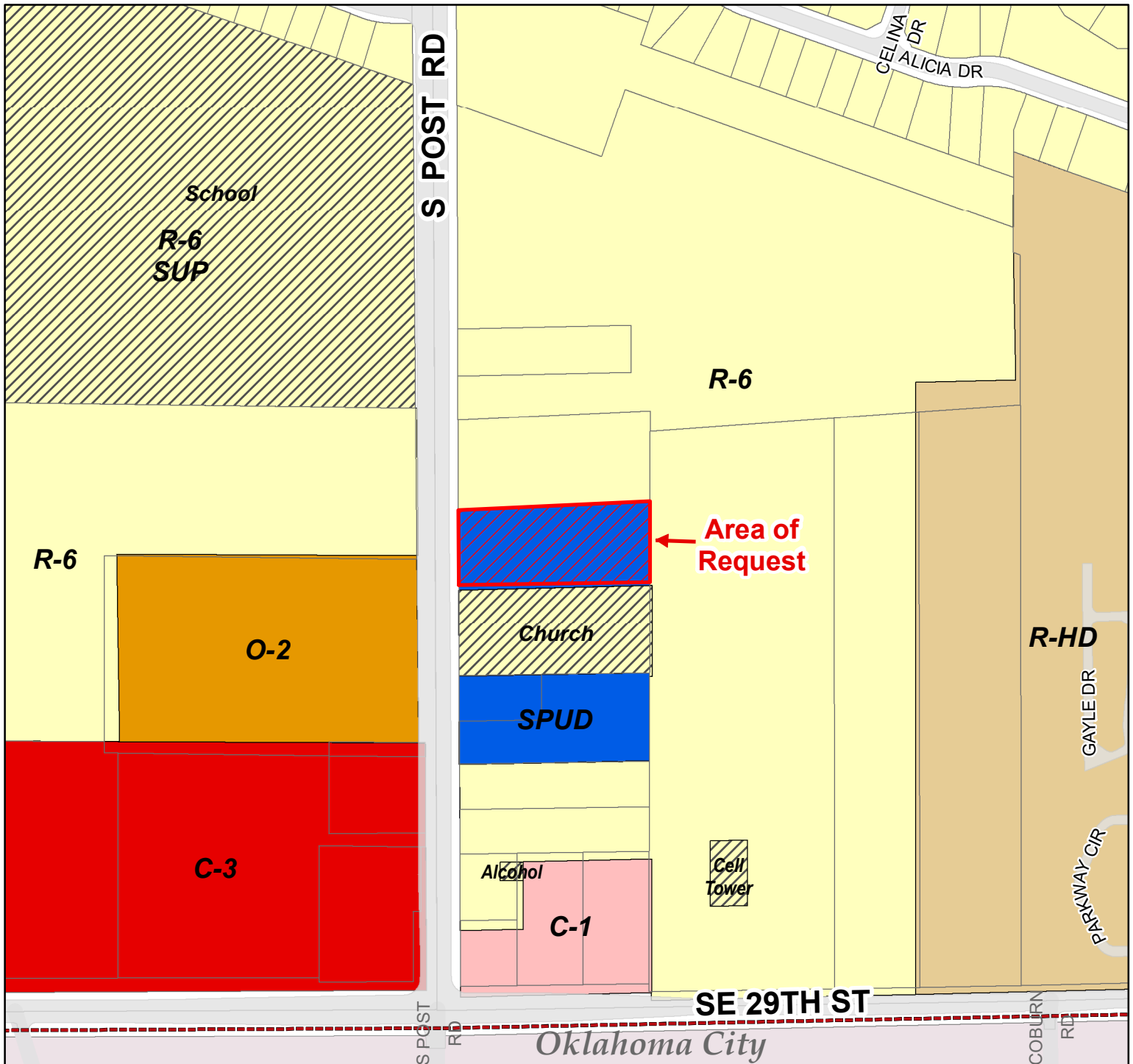
Locator Map



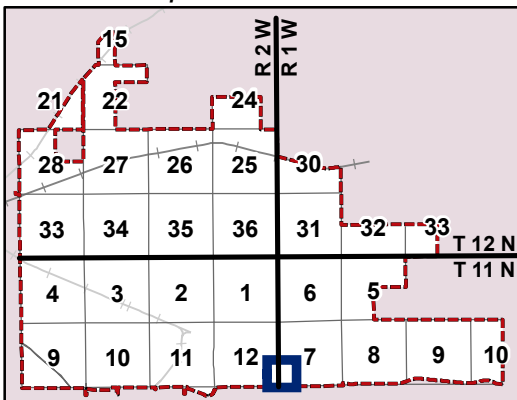
**4/2021 NEARMAP AERIAL VIEW FOR  
PC-2081  
(SW/4, Sec. 7, T11N, R1W)**



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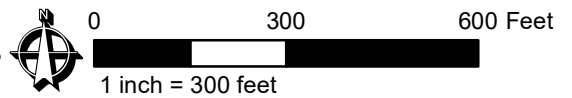
Locator Map



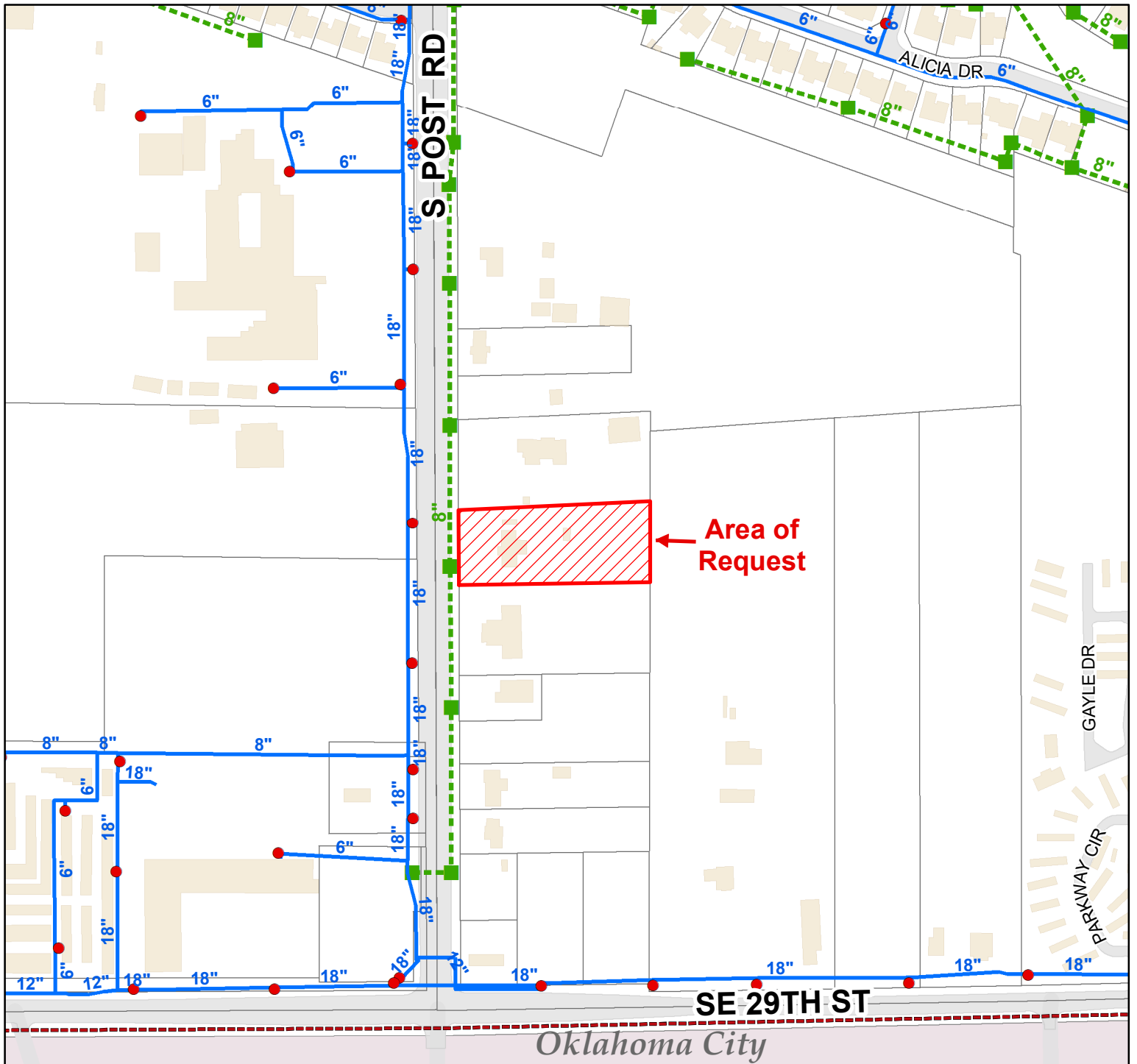
Current Zoning Legend

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

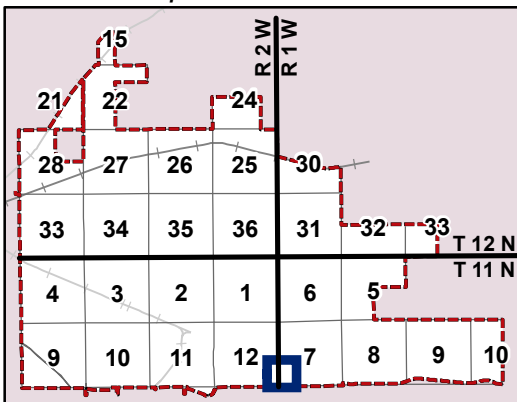
## ZONING MAP FOR PC-2081 (SW/4, Sec. 7, T11N, R1W)



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Locator Map

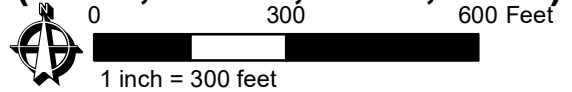


**Water/Sewer Legend**

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

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-2081**

**(SW/4, Sec. 7, T11N, R1W)**



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# Final Plat of: Post Oak Park

A Replat of Lot 7, TRAUB SECOND ADDITION  
A Subdivision in the Southwest Quarter, Section 7,  
Township 11 North, Range 1 West of the Indian Meridian  
Midwest City, Oklahoma County, Oklahoma



### Certificate of Approval

I, \_\_\_\_\_, Chairperson of the Planning Commission for the City of Midwest City, Oklahoma, do certify that the Midwest City Planning Commission duly approved this plat on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.



Chairperson

### 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 on unamortized installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of Post Oak Park, A Replat of Lot 7, Traub Second Addition, to the City of Midwest City, Oklahoma. Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

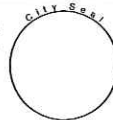


City Clerk

Mayor

### Acceptance of Dedications

Be it resolved by the City Council of Midwest City, Oklahoma that the dedications shown on the annexed plat of Post Oak Park, A Replat of Lot 7, Traub Second Addition, to the City of Midwest City, Oklahoma are hereby accepted. Signed by the Mayor of the City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

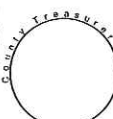


City Clerk

Mayor

### County Treasurer's Certificate

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year \_\_\_\_\_ and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of County Treasurer guaranteeing payment of the current years taxes. In witness whereof, said County Treasurer has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



County Treasurer

### Owner's Certificate and Dedication

KNOWN ALL MEN BY THESE PRESENTS:

Lisa Jo McWhirter and Dana Kay Ward, does hereby certify that they are the owners of and the only persons, firm, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that have caused the same to be surveyed and platted, and that they hereby dedicate all the utility easements shown hereon to the public for the purposes utilities and drainage, for their holes, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except, telephone, cable, and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.

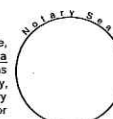
In witness whereof, the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Lisa Jo McWhirter

Dana Kay Ward

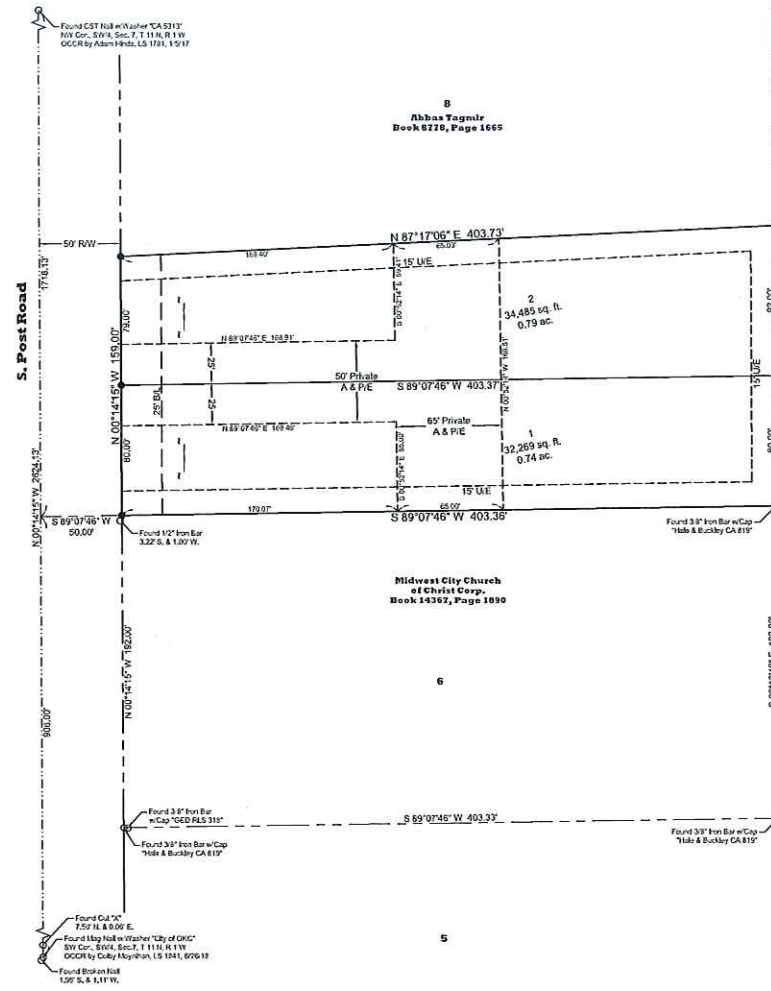
STATE OF OKLAHOMA, COUNTY OF \_\_\_\_\_, §

Before me, the undersigned a notary public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared Lisa Jo McWhirter and Dana Kay Ward, to me known to be the identical persons who executed the within and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.



My Commission Expires

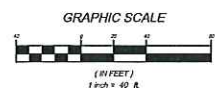
Notary Public



Found 3\"/>

Basis of Bearings:  
N 00°14'15\"/>

| Legend |                     |
|--------|---------------------|
| ○      | IRON BAR FOUND      |
| ●      | IRON BAR NOT FOUND  |
| —      | BOUNDARY LINE       |
| ---    | PROPERTY LINE       |
| ---    | EASEMENT LINE       |
| ---    | SECTION LINE        |
| ---    | SECTION CORNER LINE |
| ---    | SECTION CORNER LINE |
| EL     | ELECTRIC LINE       |
| UE     | UTILITY EASEMENT    |
| AE     | ACCESS EASEMENT     |
| PE     | PEDESTAL EASEMENT   |



### Legal Description

Lot Seven (7) in TRAUB SECOND ADDITION in Oklahoma County, Oklahoma according to the recorded plat thereof.

### Bonded Abstractor's Certificate

The undersigned, a duly qualified and lawfully Bonded Abstractor of titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the annexed plat is vested in Lisa Jo McWhirter and Dana Kay Ward, and that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 there are no actions pending or judgments of any nature against said land or the owner thereof; that the taxes are paid for the year \_\_\_\_\_ and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any persons; that there are no liens, mortgages, or encumbrances of any kind against the land included in the annexed plat except \_\_\_\_\_.

Vice-President:

### Land Surveyor's Certificate

I, Curtis Lee Hale, do hereby certify that I am a Licensed Land Surveyor, and that the annexed plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.



Curtis Lee Hale, L.S. # 1084

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Curtis Lee Hale, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the \_\_\_\_\_ day of \_\_\_\_\_, 2021.



My Commission Expires

Notary Public

### Notes

- This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveys 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 11 Section 41-108 of the Oklahoma State Statutes.
- The lot areas do not include the right-of-way dedicated to the City of Midwest City along N. Post Road.

**Post Oak Park**  
A Replat of Lot 7  
Traub Second Addition

Land Surveying and Planning  
1601 S.W. 89th Street, Building C, Suite 200  
Oklahoma City, Oklahoma 73159  
Tel: (405) 686-0174 - Fax: (405) 681-1881  
C. A. 819 - Exp: June 30, 2021  
www.halesurvey.com  
Prof. No. 54782



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1201  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

RE: Discussion and consideration for adoption, including any possible amendment, of entering into executive session as allowed under 25 O.S. § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest.

---

Appropriate information will be provided during executive session.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



FURTHER INFORMATION







*The City Of Midwest City*  
*Neighborhood Services Department*  
*Neighborhoods In Action • Code Enforcement • Neighborhood Initiative*

MEMO

To: Honorable Mayor and Council  
From: Mike S. Stroh, Neighborhood Services Director  
Date: June 22, 2021  
Subject: Review of the monthly Neighborhood Services report for May 2021.

In June 2021, the Code Enforcement Division had six officers back for the month. City Clerk's Code Officer was included in these numbers. We had one code officer retire last month. Together they opened 944 new cases, cleared 406 cases, contracted 33 properties, and wrote 20 new citations. This makes 3,559 cases for the year and we currently have 2,394 open cases.

Here is a breakdown of all the violations worked for the month.

|                    | May 2020 | Total 2020 | May 2021 | Total 2021 |
|--------------------|----------|------------|----------|------------|
| Other Nuisance     | 44       | 1,347      | 71       | 345        |
| Rubbish            | 65       | 577        | 306      | 1,353      |
| Structures         | 33       | 1,344      | 49       | 202        |
| Tall Grass & Weeds | 211      | 624        | 289      | 457        |
| Trash & Debris     | 75       | 1,019      | 169      | 898        |
| Vehicles           | 41       | 285        | 60       | 304        |

This shows a comparison between 2020 and 2021 of the total cases worked by each ward.

|        | May 2020 | Total 2020 | May 2021 | Total 2021 |
|--------|----------|------------|----------|------------|
| Ward 1 | 94       | 2,329      | 96       | 749        |
| Ward 2 | 99       | 435        | 44       | 678        |
| Ward 3 | 49       | 1,433      | 244      | 359        |
| Ward 4 | 72       | 214        | 166      | 408        |
| Ward 5 | 91       | 585        | 350      | 804        |
| Ward 6 | 64       | 220        | 44       | 561        |

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Notice of regular Midwest City Planning Commission meetings in 2021 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2020 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 1, 2021 - 6:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 1, 2021 at 6:00 p.m., with the following members present:

Commissioners present:      Russell Smith  
   Jess Huskey  
   Rick Dawkins  
   Jim Smith  
   Dean Hinton  
   Dee Collins  
   Jim Campbell

Staff present:                      Billy Harless, Community Development Director  
   Brandon Bundy, City Engineer  
   Sarah Steward, Associate Current Planner

### **A. CALL TO ORDER**

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

### **B. MINUTES**

1. A motion was made by Dawkins, seconded by Collins, to approve the minutes of the May 4, 2021 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Hinton, Collins, J. Smith, and Campbell. Nay: none. Motion carried.

### **C. NEW MATTERS**

1. (PC-2079) Discussion and consideration for adoption, including any possible amendment of the Replat of Lot 7, Block 8 of the Pointon City Second Addition, described as a part of the NE/4 of Section 6, T11N, R1W and addressed as 10506 Bellview Drive.

Staff presented a brief overview of the request. The representative for the case, Lindsay Smith of 4412 S. Anderson Rd., was present. There was general discussion. A motion was made by Huskey, seconded by Campbell to recommend approval of this item subject to staff comments. Voting aye: Huskey, Dawkins, R. Smith, Hinton, Collins, J. Smith, and Campbell. Nay: none. Motion carried.

2. (PC-2080) Discussion and consideration for adoption, including any possible

amendment of the Sheraton/Reed Center Addition to Aviation Acres, a Replat of Lots 1-8, Lot 20 and Part of Lot 19, Block 4 & part of Lots 39, 40 and 41, Block 1, Aviation Acres & part of Block 2, Amend's Amended Plat & Part of Vacated Tinker Road (Trosper Road) described as a part of the NW/4 of Section 9, T11N, R2W.

Staff presented a brief overview of this item. The applicant, Robert Coleman, Economic Development Director for Midwest City, was present. A motion was made by Dawkins, seconded by Hinton, to recommend approval of this item subject to staff comments. Voting aye: Dawkins, R. Smith, Huskey, J. Smith, Collins, Hinton and Campbell. Voting nay: none. Motion carried.

3. (PC-2081) Discussion and consideration of adoption, including any possible amendments of the Replat of Lot 7 of the Traubs Second Addition described as a part of the SW 4 of Section 7, T11N, R1W and addressed as 2608 S. Post Rd.

Staff presented a brief overview of this item. The applicant, Jim McWhirter of 3201 Wakefield Ln., Choctaw, was present. There was general discussion. A motion was made by Campbell, seconded by Collins to recommend approval of this item subject to staff comments. Voting aye: Campbell, Dawkins, R. Smith, Huskey, J. Smith, Collins, and Hinton. Voting nay: none. Motion carried.

**D. COMMISSION DISCUSSION:** General Discussion.

**E. PUBLIC DISCUSSION:** None.

**F. FURTHER INFORMATION:** None.

**G. ADJOURNMENT**

Chairperson R. Smith adjourned the meeting at 6:11 p.m.

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(SH;kg)



*The City of*

*MIDWEST CITY*

*COMMUNITY DEVELOPMENT DEPARTMENT*

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: June 22, 2021

Subject: Monthly Residential and Commercial Building report for MAY 2021

We had a strong month in Commercial Remodel Permit applications. We saw an increase in residential home improvements, replacing roofs, swimming pools, & storm shelters.

*Billy Harless*

Billy Harless, AICP

Community Development Director

BH:ad



# The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

## Building Permits by Type - Issued 5/1/2021 to 5/31/2021

\*\* Only Permits entered since 01/01/21 \*\*

\*\* Does not include open 2019 or 2020 Navaline Permits \*\*

### Building - Commercial & Industrial

#### Com Demolition Permit

| <u>Issued</u> | <u>Location</u>                  | <u>Applicant</u>     | <u>Case #</u> | <u>Value</u>       |
|---------------|----------------------------------|----------------------|---------------|--------------------|
| 5/4/21        | 1103 S AIR DEPOT BLVD, OK, 73110 | SPRINGFIELD BUILDERS | B-21-0451     | \$20,000.00        |
|               |                                  |                      |               | <b>\$20,000.00</b> |

#### Com Fence Permit

| <u>Issued</u> | <u>Location</u>            | <u>Applicant</u>   | <u>Case #</u> | <u>Value</u>      |
|---------------|----------------------------|--------------------|---------------|-------------------|
| 5/14/21       | 1112 S MIDWEST BLVD, 73110 | OMEGA LAWN & FENCE | B-21-0777     | \$3,500.00        |
| 5/19/21       | 601 E STEED DR, 73110      | VERNON ARNOLD      | B-21-0779     |                   |
|               |                            |                    |               | <b>\$3,500.00</b> |

#### Com New Const Bldg Permit

| <u>Issued</u> | <u>Location</u>        | <u>Applicant</u>             | <u>Case #</u> | <u>Value</u>        |
|---------------|------------------------|------------------------------|---------------|---------------------|
| 5/5/21        | 5715 SE 15TH ST, 73110 | WALLIN / GOMEZ<br>ARCHITECTS | B-20-5083     | \$750,000.00        |
|               |                        |                              |               | <b>\$750,000.00</b> |

#### Com New Const Electrical Permit

| <u>Issued</u> | <u>Location</u>        | <u>Applicant</u>            | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------|-----------------------------|---------------|--------------|
| 5/5/21        | 5715 SE 15TH ST, 73110 | HILLHOUSE, JASON<br>MATTHEW | B-21-0218     |              |

#### Com Remodel Bldg Permit

| <u>Issued</u> | <u>Location</u>             | <u>Applicant</u>       | <u>Case #</u> | <u>Value</u>          |
|---------------|-----------------------------|------------------------|---------------|-----------------------|
| 5/4/21        | 101 N MIDWEST BLVD, 73110   | DREW GOEKE             | B-21-0006     | \$250,000.00          |
| 5/5/21        | 6000 E RENO AVE, 1500 73110 | TRADITION CONSTRUCTION | B-21-0388     | \$540,000.00          |
| 5/17/21       | 7521 SE 15TH ST, 73110      | JORDYN PREVIN          | B-21-0558     | \$2,000,000.00        |
| 5/19/21       | 10101 SE 29TH ST, 73130     | CROWN CASTLE (DISH)    | B-21-0618     | \$46,000.00           |
| 5/25/21       | 218 S SOONER RD             | GREEN CLOUD COLLECTIVE | B-21-0280     | \$25,000.00           |
| 5/26/21       | 1640 S SOONER RD, B, 73110  | CLARKSON, JUSTIN       | B-21-0856     |                       |
|               |                             |                        |               | <b>\$2,861,000.00</b> |

#### Com Roofing Permit

| <u>Issued</u> | <u>Location</u>        | <u>Applicant</u>      | <u>Case #</u> | <u>Value</u>       |
|---------------|------------------------|-----------------------|---------------|--------------------|
| 5/27/21       | 5824 SE 15TH ST, 73110 | RA CONSTRUCTION GROUP | B-21-0878     | \$50,000.00        |
|               |                        |                       |               | <b>\$50,000.00</b> |

#### Com Sign Permit

| <u>Issued</u> | <u>Location</u>           | <u>Applicant</u>       | <u>Case #</u> | <u>Value</u>       |
|---------------|---------------------------|------------------------|---------------|--------------------|
| 5/4/21        | 1640 S SOONER RD B, 73110 | Sam Warden             | B-21-0456     | \$8,200.00         |
| 5/18/21       | 7209 E RENO AVE, 73110    | METRO SIGN CORPORATION | B-21-0293     | \$30,000.00        |
|               |                           |                        |               | <b>\$38,200.00</b> |

### Building - Residential

**Res Accessory Bldg Permit**

| <u>Issued</u> | <u>Location</u>             | <u>Applicant</u>        | <u>Case #</u> | <u>Value</u> |
|---------------|-----------------------------|-------------------------|---------------|--------------|
| 5/4/21        | 12787 SE 19TH ST, 73020     | CRUTCHER, JEFF & CHERYL | B-21-0672     | \$3,900.00   |
| 5/12/21       | 304 COUNTRY CLUB CIR, 73110 | Kevin & Leslie Hart     | B-21-0629     | \$2,000.00   |
| 5/17/21       | 913 BROWN DR, 73110         | Keith Nebgen            | B-21-0727     | \$3,800.00   |
| 5/19/21       | 9500 NE 23RD ST, 73141      | SMITH, ROBERT           | B-21-0786     | \$350.00     |
| 5/19/21       | 232 W MICHAEL DR, 73110     | VASQUEZ, MARCO          | B-21-0770     | \$100.00     |
| 5/26/21       | 1416 PARKWOODS TER, 73110   | HOLDER, PATRICIA        | B-21-0866     | \$1,000.00   |

**\$11,150.00****Res Driveway Permit**

| <u>Issued</u> | <u>Location</u>             | <u>Applicant</u>                | <u>Case #</u> | <u>Value</u> |
|---------------|-----------------------------|---------------------------------|---------------|--------------|
| 5/3/21        | 1801 WALTZ WAY, 73130       | GRE-TAL CONCRETE                | B-21-0678     |              |
| 5/10/21       | 1417 NOTTOWAY DR, 73130     | ROWAN, THOMAS                   | B-21-0744     |              |
| 5/13/21       | 9105 N TIMBERVIEW DR, 73130 | RICHARDS CUSTOM<br>CONCRETE     | B-21-0780     |              |
| 5/25/21       | 1913 BALLAD DR, 73130       | FITZS WELDING &<br>CONSTRUCTION | B-21-0852     |              |

**Res Fence Permit**

| <u>Issued</u> | <u>Location</u>                          | <u>Applicant</u>   | <u>Case #</u> | <u>Value</u> |
|---------------|--|--------------------|---------------|--------------|
| 5/11/21       | 9712 NE 2nd PL                           | MARK, JOSHUA       | B-21-0755     | \$250.00     |
| 5/13/21       | 3409 PARKWOODS LN, 73110                 | JACKIE HILL        | B-21-0776     | \$500.00     |
| 5/14/21       | 9625 NE 23RD ST, 73141                   | RC Enterprises Inc | B-21-0791     |              |
| 5/17/21       | 1103 BELL DR                             | JOSEPHINE GONZALES | B-21-0768     | \$3,800.00   |
| 5/17/21       | 12819 GLEN AEIRE RD, 73020               | GLASS, CRYSTAL     | B-21-0695     | \$5,000.00   |
| 5/19/21       | 1813 RHYTHM RD, 73130                    | MATTHEWS, CARRIE   | B-21-0687     | \$2,100.00   |
| 5/19/21       | 13243 SAWTOOTH OAK RD, 73020             | Melissa Mallory    | B-21-0542     | \$1,325.00   |
| 5/24/21       | 13259 SAWTOOTH OAK RD, 73020             | Melissa Mallory    | B-21-0652     | \$1,700.00   |
| 5/24/21       | 2512 POST OAK RD, 73020                  | Melissa Mallory    | B-21-0715     | \$1,700.00   |
| 5/24/21       | 13271 SAWTOOTH OAK RD, 73020             | Melissa Mallory    | B-21-0765     |              |
| 5/27/21       | 501 BUCKBOARD LN, MIDWEST<br>CITY, OK, 0 | Misty Meadows      | B-21-0820     |              |
| 5/28/21       | 3606 WOODVALE DR, 73110                  | CLEMONS, JONNIE    | B-21-0893     |              |

**\$16,375.00****Res General Mechanical Permit**

| <u>Issued</u> | <u>Location</u>            | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------|------------------|---------------|--------------|
| 5/28/21       | 2584 FOREST GLEN DR, 73020 | WENDY            | B-21-0645     |              |

**Res General Plumbing Permit**

| <u>Issued</u> | <u>Location</u>    | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|--------------------|------------------|---------------|--------------|
| 5/7/21        | 11028 SHEFFIELD ST | Herman's         | B-21-0739     |              |

**Res New Const Electrical Permit**

| <u>Issued</u> | <u>Location</u>              | <u>Applicant</u> | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------|------------------|---------------|--------------|
| 5/3/21        | 13235 SAWTOOTH OAK RD, 73020 | NIEVAR, STEVEN W | B-21-0001     |              |
| 5/19/21       | 9121 OAKWOOD DR, 73130       | HILL, JOHN C     | B-21-0105     |              |

**Res New Const Plumbing Permit**

| <u>Issued</u> | <u>Location</u>              | <u>Applicant</u>       | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------|------------------------|---------------|--------------|
| 5/13/21       | 13231 SAWTOOTH OAK RD, 73020 | JACKSON, CHRISTOPHER L | B-21-0137     |              |
| 5/18/21       | 10512 BELLVIEW DR, 73130     | WHITELEY, LARRY JACOB  | B-21-0422     |              |
| 5/18/21       | 10518 BELLVIEW DR, 73130     | WHITELEY, LARRY JACOB  | B-21-0421     |              |

**Res Patio Cover Permit**

| <u>Issued</u> | <u>Location</u>      | <u>Applicant</u> | <u>Case #</u> | <u>Value</u>       |
|---------------|----------------------|------------------|---------------|--------------------|
| 5/6/21        | 10825 SARA CT, 73130 | ANDERSON, TAMI   | B-21-0708     | \$14,000.00        |
|               |                      |                  |               | <b>\$14,000.00</b> |

**Res Retaining Wall Permit**

| <u>Issued</u> | <u>Location</u>                        | <u>Applicant</u> | <u>Case #</u> | <u>Value</u>       |
|---------------|--|------------------|---------------|--------------------|
| 5/14/21       | 9816 WILLOW WIND CT, MWC, OK,<br>73130 | Nathan Tholen    | B-21-0608     | \$12,462.00        |
| 5/17/21       | 12819 GLEN AEIRE RD                    | GLASS, CRYSTAL   | B-21-0698     | \$12,000.00        |
|               |  |                  |               | <b>\$24,462.00</b> |

**Res Roofing Permit**

| <u>Issued</u> | <u>Location</u>               | <u>Applicant</u>           | <u>Case #</u> | <u>Value</u>        |
|---------------|-------------------------------|----------------------------|---------------|---------------------|
| 5/3/21        | 3602 MOCKINGBIRD LN, 73110    | AMBASSADOR<br>CONSTRUCTION | B-21-0669     |                     |
| 5/5/21        | 9208 CASSIDY CT, 73130        | SYCAMORE ROOFING           | B-21-0706     | \$20,000.00         |
| 5/6/21        | 8806 NE 13TH ST               | THE CREW ROOFING           | B-21-0721     | \$6,000.00          |
| 5/7/21        | 1116 PATRICK CT, 73130        | PARKER BROTHERS<br>ROOFING | B-21-0741     |                     |
| 5/10/21       | 1213 SUNVALLEY DR, 73110      | SH VAUGHN CONSTRUCTION     | B-21-0748     | \$10,000.00         |
| 5/11/21       | 9213 FOREST COVE CIR, 73130   | HOTELLA, KEIPHER           | B-21-0766     | \$16,000.00         |
| 5/13/21       | 2505 N THORNTON DR, 73110     | SH VAUGHN CONSTRUCTION     | B-21-0781     | \$9,000.00          |
| 5/19/21       | 8812 CEDAR LN, 73110          | PARKER BROTHERS<br>ROOFING | B-21-0822     | \$7,100.00          |
| 5/26/21       | 1006 N DOUGLAS BLVD, 73130    | Oklahoma Roofing           | B-21-0868     | \$5,000.00          |
| 5/26/21       | 605 E STEED DR, 73110         | Oklahoma Roofing           | B-21-0869     | \$5,000.00          |
| 5/26/21       | 3601 PARKWOODS LN, 73110      | Oklahoma Roofing           | B-21-0870     | \$8,000.00          |
| 5/26/21       | 2136 PEARSON DR, 73110        | Oklahoma Roofing           | B-21-0871     |                     |
| 5/26/21       | 600 TRAUB PL, 73110           | Oklahoma Roofing           | B-21-0872     | \$7,000.00          |
| 5/26/21       | 103 W SILVER MEADOW DR, 73110 | Oklahoma Roofing           | B-21-0873     | \$17,000.00         |
| 5/26/21       | 2112 TURNER DR, 73110         | Oklahoma Roofing           | B-21-0874     | \$9,000.00          |
| 5/28/21       | 106 DOVE HOLLOW, 73110        | THE CREW ROOFING           | B-21-0886     | \$8,000.00          |
|               |                               |                            |               | <b>\$127,100.00</b> |

**Res Single-Fam Addition Bldg Permit**

| <u>Issued</u> | <u>Location</u>     | <u>Applicant</u>   | <u>Case #</u> | <u>Value</u>       |
|---------------|---------------------|--------------------|---------------|--------------------|
| 5/17/21       | 1103 BELL DR, 73110 | JOSEPHINE GONZALEZ | B-21-0767     | \$20,000.00        |
|               |                     |                    |               | <b>\$20,000.00</b> |

**Res Single-Fam New Const Bldg Permit**

| <u>Issued</u> | <u>Location</u>              | <u>Applicant</u>     | <u>Case #</u> | <u>Value</u>          |
|---------------|------------------------------|----------------------|---------------|-----------------------|
| 5/19/21       | 13243 SAWTOOTH OAK RD, 73020 | Melissa Mallory      | B-21-0541     | \$214,000.00          |
| 5/24/21       | 13259 SAWTOOTH OAK RD, 73020 | Melissa Mallory      | B-21-0657     | \$177,000.00          |
| 5/24/21       | 2512 POST OAK RD, 73020      | Melissa Mallory      | B-21-0714     | \$154,000.00          |
| 5/24/21       | 13271 SAWTOOTH OAK RD, 73020 | Melissa Mallory      | B-21-0764     | \$178,000.00          |
| 5/25/21       | 10508 TURTLE BACK DR, 73130  | Home Creations, Inc. | B-21-0688     | \$157,000.00          |
| 5/25/21       | 10504 TURTLE BACK DR, 73130  | Home Creations, Inc. | B-21-0699     | \$155,500.00          |
|               |                              |                      |               | <b>\$1,035,500.00</b> |

**Res Single-Fam Remodel Building Permit**

| <u>Issued</u> | <u>Location</u>            | <u>Applicant</u>       | <u>Case #</u> | <u>Value</u> |
|---------------|----------------------------|------------------------|---------------|--------------|
| 5/12/21       | 313 FOX DR, MWC, OK, 73110 | Icon Properties, LLC   | B-21-0623     | \$28,000.00  |
| 5/12/21       | 209 KATHLEEN DR, 73110     | KOHAO & KOHAO HOLDINGS | B-21-0614     | \$15,000.00  |
| 5/14/21       | 849 E STEED DR, 73110      | PHOENIX CONSTRUCTION   | B-21-0638     | \$10,000.00  |
| 5/25/21       | 1705 THOMPSON DR, 73110    | STEMPER BROTHERS INC   | B-21-0751     | \$15,000.00  |
| 5/26/21       | 1200 STANSELL DR, 73110    | PUGH, WADE T           | B-21-0806     | \$45,000.00  |



|         |                                       |   |           |             |
|---------|---------------------------------------|---|-----------|-------------|
| 5/26/21 | 303 E FAIRCHILD DR, MWC, OK,<br>73110 | HEINTZELMAN<br>CONSTRUCTION & ROOFING,<br>LLC | B-21-0742 | \$60,000.00 |
| 5/27/21 | 9625 RHYTHM RD, 73130                 | Jarod Medved                                  | B-21-0843 | \$1,500.00  |

**\$174,500.00**

**Res Storm Shelter Permit**

| <u>Issued</u> | <u>Location</u>                     | <u>Applicant</u>        | <u>Case #</u> | <u>Value</u> |
|---------------|-------------------------------------|-------------------------|---------------|--------------|
| 5/4/21        | 2231 CHAMPOLI DR, 73020             | Cindy Reynolds          | B-21-0673     | \$3,000.00   |
| 5/5/21        | 544 BLUE SKY DR, 73130              | WARD, LARRY             | B-21-0709     | \$3,000.00   |
| 5/6/21        | 9125 BROOKWOOD DR, 73130            | GRANTS MANAGEMENT       | B-21-0716     |              |
| 5/7/21        | 904 GLENMANOR DR, MWC, OK,<br>73110 | Mary Tate               | B-21-0719     | \$3,000.00   |
| 5/13/21       | 9116 OAK HOLLOW DR, 73130           | OZ SAFE ROOMS           | B-21-0774     | \$8,850.00   |
| 5/19/21       | 2301 ORANGE DR, 73130               | Ariana H Carnes         | B-21-0653     | \$3,250.00   |
| 5/20/21       | 1439 EMMA DR, 73130                 | Annette & Sirlee Wright | B-21-0829     |              |
| 5/24/21       | 845 E ROSE DR, 73110                | Logan Reece             | B-21-0797     | \$3,000.00   |
| 5/26/21       | 12609 FOREST TERR, 73020            | Thomas & Dawn Hammon    | B-21-0815     | \$4,480.00   |
| 5/28/21       | 12609 CHAMPOLI CT, 73020            | MCGREGOR, REILLY        | B-21-0894     | \$2,500.00   |

**\$31,080.00**

**Res Swimming Pool / Hot Tub Permit**

| <u>Issued</u> | <u>Location</u>                    | <u>Applicant</u>        | <u>Case #</u> | <u>Value</u> |
|---------------|------------------------------------|-------------------------|---------------|--------------|
| 5/5/21        | 120 TONY CEASAR AVE                | Clint and Katie Hammond | B-21-0704     | \$12,000.00  |
| 5/11/21       | 501 FOX DR                         | Cramer Willis II        | B-21-0762     | \$6,100.00   |
| 5/14/21       | 10309 E RENO AVE, OK, 73130        | Timothy Milliken        | B-21-0756     | \$11,000.00  |
| 5/21/21       | 317 E RIDGEWOOD DR, 73110          | PRATHER, ALAN           | B-21-0819     | \$1,500.00   |
| 5/21/21       | 9408 HARMONY DR, MWC, OK,<br>73130 | Candace Kane            | B-21-0800     | \$5,000.00   |

**\$35,600.00**

**Grand Total: \$5,212,467.00**





# The City of Midwest City

## Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

### Inspections Summary - Inspected 5/1/2021 to 5/31/2021

| <u>Inspection Description</u>                 | <u>Count</u> |
|---|--------------|
| Accessory Bldg Inspection                     | 2            |
| Buildings - CO Inspection & Sign Off          | 8            |
| Buildings - CO Reinspection & Sign Off        | 4            |
| Com Building Final Inspection                 | 2            |
| Com Electrical Ceiling Inspection             | 1            |
| Com Electrical Final Inspection               | 4            |
| Com Electrical Final Reinspection             | 2            |
| Com Electrical Rough-in Inspection            | 7            |
| Com Electrical Rough-in Reinspection          | 2            |
| Com Electrical Service Inspection             | 3            |
| Com Electrical Service Reinspection           | 1            |
| Com Electrical Wall Inspection                | 3            |
| Com Fence Inspection                          | 1            |
| Com Footing & Building Setback Inspection     | 3            |
| Com Framing Inspection                        | 5            |
| Com Framing Reinspection                      | 2            |
| Com Grease Trap Final Inspection              | 1            |
| Com Grease Trap Rough Inspection              | 1            |
| Com Mechanical Ceiling Inspection             | 1            |
| Com Mechanical Final Inspection               | 3            |
| Com Mechanical Rough-in Inspection            | 3            |
| Com Mechanical Rough-in Reinspection          | 1            |
| Com Plumbing Final Inspection                 | 3            |
| Com Plumbing Ground Inspection                | 3            |
| Com Plumbing Rough-in Inspection              | 4            |
| Com Temporary Electrical Pole Inspection      | 1            |
| Com Vent Hood & Light Test Final Inspection   | 1            |
| Com Vent Hood & Light Test Rough Inspection   | 1            |
| Com Vent Hood & Light Test Rough Reinspection | 1            |
| Com Water Service Line Inspection             | 1            |
| Electrical Generator Inspection               | 2            |
| Fire - CO Inspection & Sign Off               | 13           |
| Hot Water Tank Inspection                     | 11           |
| Hot Water Tank Reinspection                   | 1            |
| Mechanical Change Out Inspection              | 5            |
| Mechanical Change Out Reinspection            | 1            |
| OMMA CC Inspection - Buildings                | 1            |
| OMMA CC Inspection - Fire                     | 1            |
| Planning - CO Inspection & Sign Off           | 7            |
| Pre-Con Site Inspection/Meeting               | 6            |
| Res Carport Inspection                        | 3            |
| Res Driveway Inspection                       | 3            |
| Res Electrical Final Inspection               | 4            |
| Res Electrical Ground Inspection              | 1            |
| Res Electrical Rough-in Inspection            | 7            |
| Res Electrical Service Inspection             | 17           |

|   |     |
|---|-----|
| Res Electrical Service Reinspection         | 1   |
| Res Fence Inspection                        | 2   |
| Res Footing & Building Setback Inspection   | 8   |
| Res Footing & Building Setback Reinspection | 2   |
| Res Framing Inspection                      | 3   |
| Res Framing Reinspection                    | 1   |
| Res Gas Meter Inspection                    | 4   |
| Res Gas Meter Reinspection                  | 1   |
| Res Gas Piping Inspection                   | 7   |
| Res Gas Piping Reinspection                 | 1   |
| Res Gas Piping/Meter Inspection             | 1   |
| Res Mechanical Final Inspection             | 4   |
| Res Mechanical Rough-in Inspection          | 2   |
| Res Mechanical Rough-in Reinspection        | 2   |
| Res Plumbing Final Inspection               | 1   |
| Res Plumbing Ground Inspection              | 1   |
| Res Plumbing Rough-in Inspection            | 5   |
| Res Plumbing Rough-in Reinspection          | 2   |
| Res Sewer Service Inspection                | 4   |
| Res Storm Shelter Inspection                | 6   |
| Res Temporary Electrical Pole Inspection    | 9   |
| Res Water Service Line Inspection           | 5   |
| Sign Inspection                             | 3   |
| Sign Reinspection                           | 1   |
| Swimming Pool/Hot Tub Inspection            | 1   |
| Utilities - CO Inspection & Sign Off        | 8   |
| <hr/>                                       |     |
| Total Number of Inspections:                | 243 |



## MUNICIPAL AUTHORITY AGENDA

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

June 22, 2021 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$345,000. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$600. John Conrad Regional Golf Fund, expenditures/John Conrad (47) \$20,000. Capital Imp Rev Bond Fund, revenue /Transfers In (00) \$210,000. 2018 GO Bonds Proprietary Fund, revenue /Intergovernmental (49) \$5,000; expenditures/Capital Water Imp (49) \$5,000. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2021. (City Manager - T. Lyon)
4. Discussion and consideration for adoption, including any amendments, a letter of termination of the Contract for Municipal Advisory Services with The Baker Group. (City Manager - T. Lyon)
5. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc. (Public Works - R. Paul Streets)

6. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Heartland Container Repair LLC for refurbished front load refuse containers; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building. (Public Works - R. Paul Streets)
  7. Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Water Resource Recovery Facility (1) 2015 Bobcat Skid Steer Model S590 Vin # AR9R13032 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary. (Public Works - P. Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

## **Midwest City Municipal Authority Minutes**

June 08, 2021

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Vice Chairman Pat Byrne called the meeting to order at 6:15 PM with the following members present:

|                        |                         |                          |
|------------------------|-------------------------|--------------------------|
| Trustee Susan Eads     | Trustee Christine Allen | City Manager Tim Lyon    |
| Trustee Española Bowen | Trustee Rick Favors     | Secretary Sara Hancock   |
|                        |                         | City Attorney Don Maisch |

Absent: Chairman Matt Dukes  
Trustee Sean Reed

CONSENT AGENDA. Favors made a motion to approve the consent agenda, as submitted, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of the May 25, 2021 meeting minutes.
2. Discussion and consideration for adoption of and any amendments for the awarding of the bid to and entering into a contract for the Sale of 75 Used Golf Carts with Chargers to EZ-GO in the total amount of \$116,850.00.
3. Discussion and consideration for adoption, including any possible amendment, of Resolution MA2021-03 to renew the Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2021-2022.
4. Discussion and consideration for adoption, including any possible amendment, of approving Resolution MA2021-02 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for fiscal year 2021-2022.
5. Discussion and consideration for adoption, including any possible amendment of, approving a second amendment to the Commercial Real Estate Contract and PreClosing Agreement for the sale of the Municipal Authority property located at 5633 Tinker Diagonal (a/k/a a Part of the Southwest Quarter of the Northwest Quarter of Section 9, Township 11N, Range 2 West, Oklahoma County, Oklahoma.



DISCUSSION ITEM.

- 1. Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2021-2022 in the amount of \$46,115,450.** Allen made motion to approve Resolution MA2021-01, as submitted, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT

There being no further business, Vice Chairman Byrne adjourned the meeting at 6:16 PM.

ATTEST:

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PAT BYRNE, Vice Chairman

---

SARA HANCOCK, Secretary



**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$345,000. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$600. John Conrad Regional Golf Fund, expenditures/John Conrad (47) \$20,000. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$210,000. 2018 GO Bonds Proprietary Fund, revenue/Intergovernmental (49) \$5,000; expenditures/Capital Water Imp (49) \$5,000.

The first supplement is needed to budget for the transfers in from the General Fund/Share of Revenue to the Bond to end FY 20-21. The second and third supplements are needed to budget for the expenditures to end FY 20-21. The fourth supplement is needed to budget for the transfers in from the Sales Tax Capital Improvement that are directly related to sales & use tax to end FY 20-21 expenditures. The fifth supplement is needed to budget for Phase 4 GO Bond revenues & expenditures for the Booster Station Renovation project 4919G1.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

**SUPPLEMENTS**

**June 22, 2021**

| Fund<br>CAPITAL IMP REV BOND (250) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                    |                        | 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           | 345,000  |                 |                       |                 |
|                                    |                        | <u>345,000</u>                                 | <u>0</u>        | <u>0</u>              | <u>0</u>        |

**Explanation:**  
To increase the budget for the transfers in from the General Fund/Share of Revenue to the Bond to end FY 20-21 expenditures.

| Fund<br>CAP. SEWER IMP. - STROTH (188) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|--|------------------------|--|-----------------|-----------------------|-----------------|
|  |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                     | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 44                                     | Sewer Improvements     |  |                 | 600                   |                 |
|  |                        | <u>0</u>                                       | <u>0</u>        | <u>600</u>            | <u>0</u>        |

**Explanation:**  
To increase the budget for the expenditures to end FY 20-21. Funding to come from fund balance.

| Fund<br>JOHN CONRAD REGIONAL GOLF (197) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|---|------------------------|--|-----------------|-----------------------|-----------------|
|   |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                      | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 47                                      | John Conrad            |  |                 | 20,000                |                 |
|   |                        | <u>0</u>                                       | <u>0</u>        | <u>20,000</u>         | <u>0</u>        |

**Explanation:**  
To increase the budget for the expenditures to end FY 20-21. Funding to come from fund balance.

| Fund<br>CAPITAL IMP REV BOND (250) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                    |                        | 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           | 210,000  |                 |                       |                 |
|                                    |                        | <u>210,000</u>                                 | <u>0</u>        | <u>0</u>              | <u>0</u>        |

**Explanation:**  
To increase the budget for the transfers in from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 20-21 expenditures.

| Fund<br>2018 GO BONDS PROPRIETARY (271) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2020-2021 |                 |                       |                 |
|---|------------------------|--|-----------------|-----------------------|-----------------|
|   |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                      | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 49                                      | Intergovernmental      | 5,000  |                 |                       |                 |
| 49                                      | Capital Water Imp      |  |                 | 5,000                 |                 |
|   |                        | <u>5,000</u>                                   | <u>0</u>        | <u>5,000</u>          | <u>0</u>        |

**Explanation:**  
To budget Phase 4 GO Bond revenues & expenditures for the Booster Station Renovation project 4919G1.



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2021.

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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*

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Tim Lyon  
City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

| <b>Fiscal Year 2020-2021</b> | Jul-20   | Aug-20   | Sep-20    | Oct-20    | Nov-20    | Dec-20    | Jan-21    | Feb-21    | Mar-21    | Apr-21    | May-21           | Jun-21 |
|------------------------------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|--------|
| <b>Revenue</b>               |          |          |           |           |           |           |           |           |           |           |                  |        |
| Budgeted (MTD)               | 343,261  | 453,583  | 525,877   | 507,546   | 455,087   | 297,747   | 227,478   | 357,427   | 514,440   | 483,447   | <b>447,593</b>   |        |
| Actual (MTD)                 | 209,220  | 96,171   | 166,050   | 141,030   | 196,284   | 98,762    | 110,610   | 119,566   | 178,607   | 183,566   | <b>128,960</b>   |        |
| Budgeted (YTD)               | 343,261  | 796,844  | 1,322,721 | 1,830,267 | 2,285,354 | 2,583,101 | 2,810,579 | 3,168,006 | 3,682,446 | 4,165,893 | <b>4,613,486</b> |        |
| Actual (YTD)                 | 209,220  | 305,391  | 471,441   | 612,471   | 808,756   | 907,517   | 1,018,127 | 1,137,693 | 1,316,301 | 1,499,867 | <b>1,628,827</b> |        |
| <b>Expenses</b>              |          |          |           |           |           |           |           |           |           |           |                  |        |
| Budgeted (MTD)               | 402,630  | 455,299  | 469,746   | 481,160   | 435,035   | 370,311   | 312,141   | 359,557   | 443,494   | 451,607   | <b>419,406</b>   |        |
| Actual (MTD)                 | 206,494  | 166,450  | 189,154   | 173,890   | 187,703   | 140,339   | 168,038   | 152,009   | 184,421   | 208,906   | <b>174,967</b>   |        |
| Budgeted (YTD)               | 402,630  | 857,929  | 1,327,675 | 1,808,835 | 2,243,910 | 2,614,221 | 2,926,362 | 3,285,919 | 3,729,413 | 4,181,020 | <b>4,600,426</b> |        |
| Actual (YTD)                 | 206,494  | 372,944  | 562,098   | 735,987   | 923,690   | 1,064,029 | 1,232,066 | 1,384,076 | 1,568,497 | 1,777,403 | <b>1,952,369</b> |        |
| <b>Revenue vs. Expenses</b>  |          |          |           |           |           |           |           |           |           |           |                  |        |
| Budgeted (MTD)               | (59,369) | (1,716)  | 56,131    | 26,386    | 20,912    | (72,564)  | (84,663)  | (2,130)   | 70,946    | 31,840    | <b>28,187</b>    |        |
| Actual (MTD)                 | 2,726    | (68,563) | (23,104)  | (32,859)  | 8,582     | (41,577)  | (57,428)  | (32,443)  | (5,814)   | (25,340)  | <b>(46,006)</b>  |        |
| Budgeted (YTD)               | (59,369) | (61,085) | (4,954)   | 21,432    | 41,444    | (31,120)  | (115,783) | (117,913) | (46,967)  | (15,127)  | <b>13,060</b>    |        |
| Actual (YTD)                 | 2,726    | (67,553) | (90,657)  | (123,516) | (114,935) | (156,511) | (213,939) | (246,383) | (252,196) | (277,536) | <b>(323,543)</b> |        |

| <b>Key Indicators</b>    |         |        |         |         |         |        |         |         |         |         |                |  |
|--------------------------|---------|--------|---------|---------|---------|--------|---------|---------|---------|---------|----------------|--|
| Hotel Room Revenue       | 168,157 | 71,699 | 112,527 | 109,674 | 152,555 | 80,762 | 105,766 | 114,664 | 164,606 | 136,500 | <b>115,669</b> |  |
| Food and Banquet Revenue | 35,006  | 17,406 | 42,681  | 26,967  | 42,673  | 10,407 | 2,056   | 2,156   | 9,742   | 42,963  | <b>11,200</b>  |  |

| <b>Fiscal Year 2019-2020</b> | Jul-19   | Aug-19   | Sep-19    | Oct-19    | Nov-19    | Dec-19    | Jan-20    | Feb-20    | Mar-20    | Apr-20    | May-20    | Jun-20    |
|------------------------------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>Revenue</b>               |          |          |           |           |           |           |           |           |           |           |           |           |
| Budgeted (MTD)               | 372,710  | 481,117  | 410,780   | 576,778   | 455,277   | 300,346   | 214,831   | 385,403   | 579,251   | 504,981   | 450,566   | 500,520   |
| Actual (MTD)                 | 299,162  | 477,929  | 466,117   | 476,300   | 456,684   | 291,649   | 223,347   | 367,534   | 351,603   | 23,119    | 85,751    | 163,728   |
| Budgeted (YTD)               | 372,710  | 853,827  | 1,264,677 | 1,841,348 | 2,296,625 | 2,596,971 | 2,811,802 | 3,197,205 | 3,776,456 | 4,281,437 | 4,732,003 | 5,232,523 |
| Actual (YTD)                 | 299,162  | 777,091  | 1,243,207 | 1,719,507 | 2,176,191 | 2,467,840 | 2,691,187 | 3,058,721 | 3,410,324 | 3,433,443 | 3,519,194 | 3,682,922 |
| <b>Expenses</b>              |          |          |           |           |           |           |           |           |           |           |           |           |
| Budgeted (MTD)               | 389,068  | 464,352  | 422,790   | 486,888   | 449,400   | 360,787   | 341,646   | 383,600   | 513,820   | 454,826   | 426,083   | 459,919   |
| Actual (MTD)                 | 386,683  | 443,824  | 431,992   | 432,531   | 395,742   | 366,076   | 320,630   | 361,002   | 320,485   | 112,894   | 115,303   | 168,448   |
| Budgeted (YTD)               | 389,068  | 853,420  | 1,276,210 | 1,786,169 | 2,235,569 | 2,596,356 | 2,938,002 | 3,321,602 | 3,835,422 | 4,290,248 | 4,716,331 | 5,176,250 |
| Actual (YTD)                 | 386,683  | 830,507  | 1,262,499 | 1,714,217 | 2,109,959 | 2,476,035 | 2,796,665 | 3,157,667 | 3,478,152 | 3,591,046 | 3,706,350 | 3,874,797 |
| <b>Revenue vs. Expenses</b>  |          |          |           |           |           |           |           |           |           |           |           |           |
| Budgeted (MTD)               | (16,358) | 16,765   | (12,040)  | 66,812    | 5,877     | (60,441)  | (126,815) | 1,803     | 65,431    | 50,155    | 24,483    | 40,601    |
| Actual (MTD)                 | (87,521) | 34,105   | 34,125    | 24,582    | 60,941    | (74,426)  | (97,283)  | 6,532     | 31,118    | (89,775)  | (29,552)  | (4,719)   |
| Budgeted (YTD)               | (16,358) | 407      | (11,633)  | 55,179    | 61,056    | 615       | (126,200) | (124,397) | (58,966)  | (8,811)   | 15,672    | 56,273    |
| Actual (YTD)                 | (87,521) | (53,416) | (19,291)  | 5,290     | 66,232    | (8,195)   | (105,478) | (98,946)  | (67,828)  | (157,603) | (187,155) | (191,875) |



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
tylon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Honorable Chairman and Trustees of the Midwest City Municipal Authority

From: Tim Lyon, City Manager

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any amendments, a letter of termination of the Contract for Municipal Advisory Services with The Baker Group.

---

The letter, if approved, would give The Baker Group thirty (30) days notice of the intent of the Midwest City Municipal Authority to terminate the Contract for Municipal Advisory Services.

The 30 day notice is required by Part III of the Contract. The Municipal Authority entered into the contract with J. Greg Nieto for The Baker Group on March 29, 2019. Sadly, Mr. Nieto passed away on May 4, 2021.

Staff recommends and requests approval.

Respectfully submitted,

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



**Midwest City Municipal Authority**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[www.midwestcityok.org](http://www.midwestcityok.org)

June 23, 2021

The Baker Group, LP  
1601 Northwest Expressway, Floor 20  
Oklahoma City, OK 73118

RE: Contract for Municipal Advisory Services with the Midwest City Municipal Authority

Dear Sirs:

On March 29, 2019, The Baker Group, LP and the Midwest City Municipal Authority entered into a Contract for Municipal Advisory Services (Contract). The Contract was signed by J. Greg Nieto, Senior Vice-President and Director of Public Finance for The Baker Group, who sadly passed away on May 4, 2021.

Therefore, pursuant to Section III. Term of the Contract, the Midwest City Municipal Authority voted at its June 22, 2021 meeting to authorize the issuance of this thirty (30) day written notice to terminate the Contract.

Thank you for your services to the Midwest City Municipal Authority.

Sincerely,

---

Matthew D. Dukes, II  
Chair of the Trustees  
Midwest City Municipal Authority

cc: Sara Hancock, City Clerk, City of Midwest City



## CONTRACT FOR MUNICIPAL ADVISORY SERVICES

This Contract for Municipal Advisory Services (the "Contract") is made and entered into by and between the **Midwest City Municipal Authority (the "Issuer")** and **The Baker Group LP, ("Municipal Advisor")** effective as of the date executed by the Issuer as set forth on the signature page hereof.

### **Recitals**

1. The Issuer is contemplating borrowing funds from time to time in amounts to be determined for various purposes.
2. This Contract shall apply to all evidences of indebtedness or debt obligations ("Obligations") that may be authorized and issued or otherwise created or assumed by the Issuer from time to time during the time in which the Contract shall be effective.
3. The Issuer has retained, or will retain, a recognized firm of municipal bond attorneys ("Bond Counsel") who will prepare the proceedings and advise the steps necessary to be taken in the legal issuance and final delivery of Obligations and who will issue an opinion approving the legality of such Obligations.

Now, therefore, in consideration of the promises and other good and valuable consideration and of the mutual benefits, covenants and respective agreements hereinafter set forth and expressed, the Issuer and Municipal Advisor agree as follows:

### **I.**

#### **Professional Services**

The Baker Group LP will serve as Municipal Advisor to the Issuer in connection with the sale of Obligations by the Issuer and in such capacity The Baker Group LP will perform those services normally performed by Municipal Advisors, and such other services as, in our judgment, may be necessary or advisable including, but not limited to, the following:

1. Provide our professional services and our facilities as Municipal Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized while the Contract is in effect.
2. Review existing and potential future financing commitments of the Issuer, the financial resources of the Issuer in order to devise a plan of financing, a maturity schedule for each issue of Obligations, options of prior payment and other such matters of a financial



nature, all in order to issue Obligations under terms and conditions most advantageous to the Issuer consistent with a minimum effective interest rate.

3. Recommend financing programs designed to fit the resources and requirements of the Issuer.
4. Recommend the type or types of Obligations to be utilized.
5. Attend meetings, as requested by the Issuer, in connection with the sale of the Obligations.
6. Inform the Issuer of (a) the material risks, potential benefits, and other characteristics of each recommendation; (b) the basis upon which the Municipal Advisor believes each recommendation is suitable for the Issuer; and (c) whether the Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommendation that might also alternatively serve the Issuer's objectives.
7. Advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data that might be normally expected to influence bids and interest rates and to recommend the best method of sale, the date and conditions for sale.
8. Coordinate the preparation of the offering documents approved for use in the sale of the Obligations (the "Offering Documents") containing information and data ordinarily found in such documents and to arrange for the publication and distribution of the Offering Documents. The Offering Documents shall be approved by the Issuer upon or prior to the sale of the Obligations.
9. Recommend the advisability of obtaining a credit rating or ratings and coordinate the preparation of such information required for submission to the rating agencies. Where the advisability of personal presentation of information to the rating agencies is appropriate, arrange for such personal presentations and be represented at such presentations.
10. Represent the Issuer at the sale of the Obligations by negotiating with the lender(s) and/or underwriter(s) to ensure the bonds/loans are sold on favorable terms and conditions or, if bonds are sold at competitive sale, tabulate the bids and make a recommendation as to the best bid.
11. Consult with bond counsel and with counsel of the Issuer's choice relative to minutes, resolutions, and proceedings necessary to authorize the Obligations supporting the Issue.
12. Coordinate with Bond Counsel to make appropriate arrangements for the delivery of the Obligations to the purchaser and lender/underwriter.

13. Assist in the closing process of the financial transactions and delivery of the proceeds.
14. Perform such other duties as are customary in the performance of Municipal Advisory services as necessary, in the judgment of the Municipal Advisor, or as requested by the Issuer.

## II.

### Compensation

As full compensation for its services as Municipal Advisor in connection with said indebtedness, the Issuer agrees to pay the Municipal Advisor an amount equal to .80 of one percent (.80%) of the principal amount of said indebtedness incurred by the Issuer, plus the out-of-pocket expenses incurred in printing and distributing the offering material for such indebtedness. Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the Issuer and only out of such proceeds. Said compensation shall be the only compensation payable to the Municipal Advisor under this Contract; and the Municipal Advisor shall not be entitled to claim or receive any amount from the Issuer for its duties hereunder unless and until evidences of indebtedness of the Issuer shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the Issuer shall not give rise to or increase the compensation of Municipal Advisor thereunder.

## III.

### Term

This Contract shall become effective at the date of acceptance by the **Midwest City Municipal Authority** set out herein and below and continue in effect until terminated. This Contract may be terminated with or without cause by the **Midwest City Municipal Authority** upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to the Municipal Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Contract.

## IV.

### Municipal Advisor Fiduciary Duty

As a municipal advisor registered as such with the U.S. Securities and Exchange Commission ("SEC"), the Municipal Advisor acknowledges its fiduciary duty, including both a duty of care and a duty of loyalty, to the **Midwest City Municipal Authority**.

- exercising due care in performing Municipal Advisory activities,
- possessing the degree of knowledge and expertise needed to provide the client with informed

advice,

- making a reasonable inquiry as to the facts that are relevant to a customer's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the customer,
- Undertaking a reasonable investigation to determine that the Municipal Advisor is not basing a recommendation on materially inaccurate or incomplete information,
- For engagements involving the issuance of municipal securities or a municipal financial product that is related to an issuance of municipal securities, undertaking a thorough review of the official statement unless otherwise directed by the customer and documented in writing,
- Having a reasonable basis for any advice provided, any representations made in certificates The Municipal Advisor signs that will be relied upon by the customer, other parties or investors, and any information provided to the customer or other parties when participating in the preparation of an official statement,
- Dealing honestly and with the utmost good faith with a municipal entity or not-for-profit customer,
- Acting in the customer's best interests without regard to the financial or other interest of the Municipal Advisor,
- Eliminating or providing full and fair disclosure of all material conflicts, and
- Considering other alternatives to any recommended municipal securities transaction or municipal financial product that might serve the customer's objectives.

### **Conflicts of Interest**

Municipal Securities Rule Board ("MSRB") rules require that a municipal advisor must disclose to the Issuer all material conflicts of interest that exist between it and the Issuer.

The Municipal Advisor has no known conflicts of interest with the **Midwest City Municipal Authority**.

### **Disclosure of Information Regarding Legal Event and Disciplinary History**

The U.S. Securities and Exchange Commission ("SEC") requires that municipal advisors provide their municipal advisory clients with certain disclosures of legal or disciplinary events material to the Issuer's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Disclosures that a municipal advisor is to make available on its SEC Form MA consist of information regarding any criminal action, regulatory actions,

investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

The date of the last addition to the legal and disciplinary event disclosures on SEC Form MA was October 22, 2018. The basis for this addition was to disclose a regulatory disciplinary event administered by the SEC and resolved on June 18, 2015.

The Municipal Advisor's most recent SEC Form MA and Form MA-I filings may be electronically accessed utilizing the search feature available through the SEC Edgar website at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

V.

### Execution and Acknowledgement

In Witness Whereof, the parties hereto have caused the Contract to be signed in duplicate originals as of the date and year specified herein.

**The Baker Group LP ("Municipal Advisor")**

By: J. Greg Nieto

**Name: J. Greg Nieto**

**Title: Senior Vice President & Director of Public Finance**

**Midwest City Municipal Authority ("Issuer")**

By: Matthew D. Dukos II

**Name: Matthew D. Dukos II**

**Title: Chairman of Trustees**

**DATE EFFECTIVE:** 3-29-19



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc.

**Liquid Chlorine**

The liquid chlorine contract with Brenntag Southwest, Inc. is an annual contract with provisions for annual renewals. This is the seventh year for renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

| <b>Specifications</b>     | <b>Liquid Chlorine Price Increase</b> |
|---------------------------|---------------------------------------|
| Liquid Chlorine Per Pound | \$ 90.00 to \$100.50                  |
| Liquid Chlorine Per Ton   | \$660.00 to \$990.00                  |

This is a 5 year contract with annual renewals and in FY 20-21 approximately \$60,430.06 was encumbered to Brenntag Southwest Inc. for liquid chlorine. The water department budgeted \$60,000.00 for the purchase of liquid chlorine from Brenntag Southwest Inc. for FY 20-21.

**Water Treatment Coagulation Polymer**

The water treatment coagulation polymer contract with Brenntag Southwest Inc. is an annual contract with provisions for five (5) annual renewals. This is the fifty year for the renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

**Specifications**

Water Treatment Coagulation Polymer per Pound

**Polymer Price Increase**

\$0.525 to \$0.5475

This is a 5 year contract and in FY 20-21 approximately \$86,216.82 was encumbered to Brenntag Southwest Inc. for water treatment coagulation polymer. The water department budgeted \$92,000.00 for the purchase of water treatment coagulation polymer from Brenntag Southwest Inc. for FY 21-22.

**Sodium Chlorite Solution**

The sodium chlorite solution contract with Evoqua Technologies, LLC is an annual contract with provisions for five (5) annual renewals. This is the sixth year for renewal of this contract. Evoqua Water Technologies, LLC has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

**Specifications**

Sodium Chlorite Solution Per Pound

**Sodium Chlorite Solution Price Increase**

\$0.54 to \$0.56

This is a 5 year contract and in FY20-21 approximately \$42,630.00 was encumbered to Evoqua Water Technologies, LLC. The water department budgeted \$48,000.00 for the purchase of sodium chlorite solution for FY 21-22.

**Commercial Sanitation Service of Roll Offs and Compactors**

The commercial sanitation service of roll offs and compactors contract with Republic Services Inc. is an annual contract with provisions for five (5) annual renewals. This is the Sixth year for renewal of this contract. Republic Services Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments for FY 20-21

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

**Specifications**

Compactor Units New Equipment

2 yd. Stationary

40 yard receiving container haul rate

40 yard receiving container monthly rental

30 yard receiving container haul rate

30 yard receiving container monthly rental

35 yard receiving container haul rate

35 yard receiving container monthly rental

**Price Increase**

\$254.66 to \$262.30

\$229.19 to \$236.07

\$ 78.82 to \$ 81.18

\$229.19 to \$236.07

\$333.49 to \$343.49

\$229.19 to \$236.07

\$333.49 to \$343.49

Compactor Units Used Equipment

2 yd. Stationary

40 yard receiving container haul rate

40 yard receiving container monthly rental

30 yard receiving container haul rate

30 yard receiving container monthly rental

35 yard receiving container haul rate

35 yard receiving container monthly rental

\$191.60 to \$197.35

\$229.19 to \$236.07

\$ 59.40 to \$ 61.18

\$229.19 to \$236.07

\$254.66 to \$262.30

\$229.19 to \$236.07

\$254.66 to \$262.30

|                                       |                      |
|---------------------------------------|----------------------|
| Roll Offs                             |                      |
| 30 yard roll offs haul rate           | \$229.19 to \$236.07 |
| 30 yard roll offs monthly rental      | \$ No Charge         |
| Hauls over 4 tons charge rate per ton | \$ 26.02 No Change   |
| Relocate Charge                       | \$ 75.00 to \$ 77.25 |
| Dry Run Charge                        | \$ 75.00 to \$ 77.25 |
| Washouts                              |                      |
| Roll Off containers                   | \$121.17 to \$124.81 |
| Wal-Mart                              | \$242.32 to \$249.59 |

This is a 5 year contract and in FY 20-21 approximately \$269,697.60 was encumbered to Republic Services, Inc. for commercial sanitation service of roll offs and compactors. The sanitation department budgeted \$273,600.00 for the service of commercial sanitation service of roll offs and compactors for FY 21-22.

**Landfill Service**

The landfill service contract with Waste Management of Oklahoma, Inc. is an annual contract with provisions for five (5) annual renewals. This is the third year for renewal of this contract. Waste Management of Oklahoma, Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

| <b>Specifications</b> | <b>Price Increase</b> |
|-----------------------|-----------------------|
| Tipping Fee           | \$20.15 to \$20.84    |
| Plus State Fee        | \$1.25                |

This is a 5 year contract and in FY 20-21 approximately \$916,191.12 was encumbered to Waste Management of Oklahoma, Inc. for landfill service. The sanitation department budgeted \$926,000.00 for landfill service for FY 21-22.

Action is at the discretion of the Chairman and Trustees.



R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letters







**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Brenntag Southwest, Inc.  
Mr. Jim DeLozier  
Route 2 Box 352-200  
Nowata, OK 74048

“Water Treatment Coagulation Polymer”

Our records indicate the contract price is at a minimum of 30,360 pounds \$0.525 per pound.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal Authority contract for FY 2021/22. As you will recall, we have the option to renew 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 renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Assistant Public Works Director

          X                Yes, we agree to continue the present contract with modification.  
                                 Current price of \$0.525 per pound not to exceed a price of \$0.5475 per pound for the  
                                 2021-2022 FY. A written 30 day notice will be given prior to any increase.

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

Sign: Title: Industry Specialist – Water Treatment    Date: June 10, 2021



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Evoqua Water Technologies, LLC  
Attn: Mark McGuire  
2650 Tallevast Road  
Sarasota, FL 34243

**“Sodium Chlorite Solution”**

Our records indicate the contract modified Total Net Price of \$23,133.60 per load of 42,840 pounds, unit price is: \$ 0.54 per pound.

Dear Mr. McGuire:

It is time to renew the Midwest City Municipal Authority contract for FY 2021/22. As you will recall, we have the option to renew 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 renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

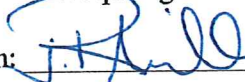
Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

X\*\_\_\_\_\_ No, we are not able to continue the present contract without modification.

\*Evoqua agrees to the attached renewal pricing. See attached price letter.

Sign:  Title: V.P. & G.M. Date: 6/10/21



April 1, 2021

R. Paul Streets  
Assistant Public Works Director  
Public Works Administration  
Midwest City Municipal Authority  
8730 S.E. 15th Street  
Midwest City, OK 73110  
Phone: (405) 739-1066  
Fax: (405) 739-1090  
Email: [rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)

**RE: 2021-2022 SODIUM CHLORITE PRICING  
MIDWEST CITY MUNICIPAL AUTHORITY, OKLAHOMA  
Evoqua Quote No. Q210318SB01**

Dear Mr. Streets:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

Effective July 1, 2021 through June 30, 2022, the new unit price for AKTA KLOR 25 (Sodium Chlorite 25% Solution) will be \$0.56 per pound delivered in bulk shipments. As justification for this change in price, please see Appendix A.

All other terms and conditions shall remain per the existing contract. Any applicable taxes due are not included.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (618) 616-1552 or via email at [Mark.McGuire@Evoqua.com](mailto:Mark.McGuire@Evoqua.com). We look forward to providing the "Best in Class" service for years to come.

Sincerely,

**Evoqua Water Technologies LLC**

*Mark McGuire*

Mark McGuire  
Technical Sales Representative

## APPENDIX A

### SUPPORTING DOCUMENTATION FOR SODIUM CHLORITE PRICE INCREASE

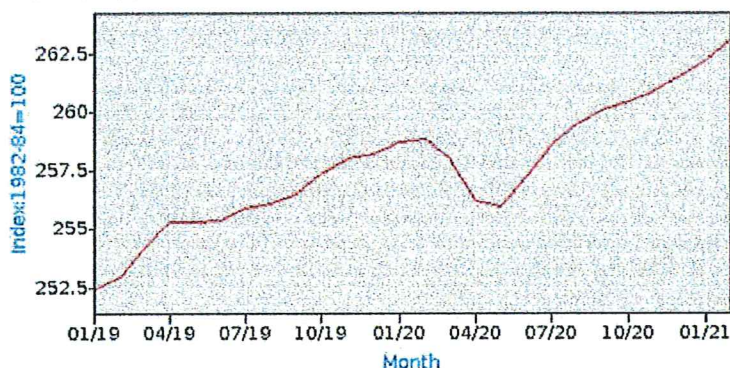
#### 1. Cost of Labor:

The following table and graph show the Consumer Price Index from 2020-2021 to the present representing labor cost increases<sup>1</sup>:

Data extracted on: March 18, 2021 (8:54:28 AM)

##### CPI for All Urban Consumers (CPI-U)

**Series Id:** CUSR000SA0  
**Seasonally Adjusted**  
**Series Title:** All items in U.S. city average, all urban consumers, seasonally adjusted  
**Area:** U.S. city average  
**Item:** All items  
**Base Period:** 1982-84=100



| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | HALF1 | HALF2 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------|-------|
| 2019 | 252.441 | 252.969 | 254.147 | 255.326 | 255.371 | 255.423 | 255.925 | 256.118 | 256.532 | 257.387 | 257.989 | 258.203 |       |       |
| 2020 | 258.687 | 258.824 | 257.989 | 256.192 | 255.942 | 257.282 | 258.604 | 259.511 | 260.149 | 260.462 | 260.927 | 261.560 |       |       |
| 2021 | 262.231 | 263.161 |         |         |         |         |         |         |         |         |         |         |       |       |

As you can see from this data, the CPI has increased from 258.824 in February 2020 to 263.161 in February of 2021. This represents a 1.7% increase in the CPI. This data is also shown graphically. As this graph shows, over the past 24 months the CPI index has been steadily increasing and we expect this upward trend to continue over the next few years.

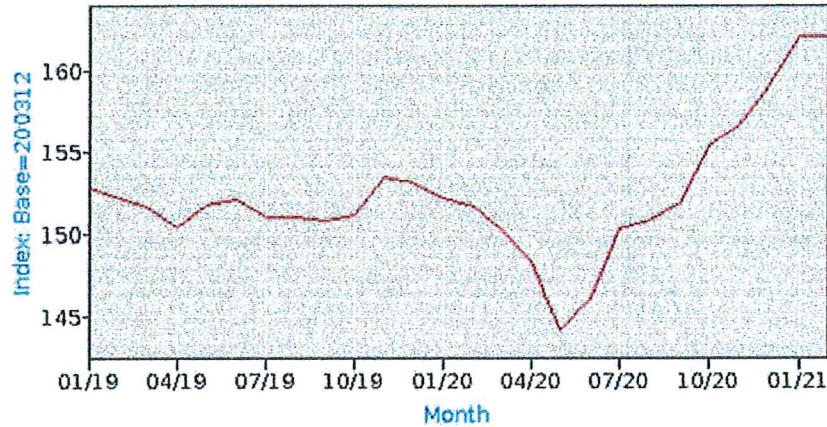
#### 2. Cost of Transportation:

The next chart shows the other major cost increase we are facing which is transportation and freight costs. This is represented by Truck Transportation Services PPI increases<sup>2</sup>:

Data extracted on: March 18, 2021 (9:18:35 AM)

##### PPI Industry Data

**Series Id:** PCU4841--4841--  
**Series Title:** PPI industry group data for General freight trucking, not seasonally adjusted  
**Industry:** General freight trucking  
**Product:** General freight trucking  
**Base Date:** 200312



| Year | Jan      | Feb      | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct   | Nov      | Dec      |
|------|----------|----------|-------|-------|-------|-------|-------|-------|-------|-------|----------|----------|
| 2019 | 152.8    | 152.2    | 151.6 | 150.4 | 151.7 | 152.1 | 151.0 | 151.0 | 150.8 | 151.1 | 153.4    | 153.1    |
| 2020 | 152.2    | 151.6    | 150.3 | 148.4 | 144.2 | 146.1 | 150.3 | 150.8 | 151.9 | 155.4 | 156.6(P) | 159.0(P) |
| 2021 | 162.1(P) | 162.1(P) |       |       |       |       |       |       |       |       |          |          |

P : Preliminary. All indexes are subject to revision four months after original publication.

One of the fastest rising costs for us is the PPI for Truck Transportation of Freight which has increased from 151.6 in February of 2020 to 162.1 in February of 2021. This represents an 8.0% increase in this PPI the past 12 months in costs for this area and we expect this upward trend to continue over the next few years.

### 3. Cost of Materials:

Finally, due to an increase in international sodium chlorite applications, demand increases are causing North American pricing to be very volatile. Therefore, much of the sodium chlorite market has seen the same increases we are experiencing. According to reports, the sodium chlorite market is expected to grow annually, on average, 5.94% for the period of 2018-2024.<sup>3</sup>



**Public Works Administration**  
R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Republic Services  
Ms. Chrystal Bennett  
Municipal Services Manager  
7540 SW 59<sup>th</sup> Street  
Oklahoma City, OK 73110

“Commercial Sanitation Service Of Roll Offs and Compactors”

Dear Ms. Bennett:

It is time to renew the City of Midwest City’s contracts for FY 2021/22. 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 renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

*3% P.I.  
per contract  
increase  
language*


Sign:  Title: General Manager Date: 6/8/21

EXHIBIT A

**CITY OF MIDWEST CITY**

**Effective July 1, 2021**

3. % Increase

| COMPACTOR UNITS                  |            |                |
|----------------------------------|------------|----------------|
| NEW Equipment                    |            |                |
|                                  | *Haul Rate | Monthly Rental |
| 2 yd. Stationary                 |            | \$ 262.30      |
| 40 yard receiving container      | \$ 236.07  | \$ 81.18       |
| 30 yard self-contained compactor | \$ 236.07  | \$ 343.49      |
| 35 yard self-contained compactor | \$ 236.07  | \$ 343.49      |

| COMPACTOR UNITS                  |            |                |
|----------------------------------|------------|----------------|
| Used Equipment                   |            |                |
|                                  | *Haul Rate | Monthly Rental |
| 2 yd. Stationary                 |            | \$ 197.35      |
| 40 yard receiving container      | \$ 236.07  | \$ 61.18       |
| 30 yard self-contained compactor | \$ 236.07  | \$ 262.30      |
| 35 yard self-contained compactor | \$ 236.07  | \$ 262.30      |

| ROLLOFFS        |       |            |                |
|-----------------|-------|------------|----------------|
|                 |       | *Haul Rate | Monthly Rental |
| 30 yard rolloff | Trash | \$ 236.07  | No Charge      |

\*All compactor and roll-off prices include up to 4 tons, anything over 4 tons will be charged at a rate of \$26.02 per ton.

| Relocate Charge | \$ 77.25  |
|-----------------|-----------|
| Dry Run Charge  | \$ 77.25  |
| Washouts        |           |
|                 | Rate      |
| R/O containers  | \$ 124.81 |
| Wal-Mart        | \$ 249.59 |



June 11.2021

Mr. Robert Streets  
Public Works Director  
City of Midwest City  
8730 S.E. 15th Street  
Midwest City, OK 73110

Dear Mr. Streets:

On July 1, 2018, the Midwest City Municipal Authority, and Waste Management of Oklahoma, Inc. entered into a Disposal Agreement. Under the terms of the agreement rates would be adjusted annually on July 1 of each year, beginning July 1, 2019 "by the same percentage as the Consumer Price Index, U. S. City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100, published by the United States Bureau of Labor Statistics." (CPI website below)

The most recent change in the that CPI reflects a 3.43% increase from May 2020 through May 2021 (attached). Accordingly, the rates under your disposal agreement will increase by 3.43% plus the state flow fee, effective July 1, 2021.

If you have any questions, please feel free to call me at (405)-520-3883.

Sincerely,

A handwritten signature in blue ink that reads "Rick Padgett".

Rick Padgett  
Manager, Public Sector Services  
Waste Management of Oklahoma, Inc



**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

Series Id: CUUR0000SEHG  
 Not Seasonally Adjusted  
 Series Title: Water and sewer and trash collection services in U.S.  
 Area: U.S. city average  
 Item: Water and sewer and trash collection services  
 Base Period: DECEMBER 1997=100  
 Years: 2011 to 2021

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | HALF1   | HALF2   |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2011 | 175.754 | 177.194 | 177.694 | 178.033 | 178.521 | 178.640 | 179.820 | 180.762 | 181.569 | 181.916 | 182.254 | 182.758 |         |         |
| 2012 | 183.984 | 185.499 | 186.280 | 187.473 | 187.788 | 188.489 | 189.750 | 191.927 | 191.833 | 192.370 | 192.921 | 193.237 |         |         |
| 2013 | 194.553 | 195.505 | 195.981 | 196.319 | 196.727 | 196.989 | 198.173 | 198.736 | 198.804 | 199.759 | 200.004 | 200.203 |         |         |
| 2014 | 201.169 | 202.149 | 202.657 | 203.084 | 203.124 | 203.396 | 205.022 | 206.171 | 206.363 | 207.633 | 208.562 | 209.414 |         |         |
| 2015 | 210.243 | 211.397 | 211.738 | 212.153 | 212.542 | 212.863 | 213.873 | 215.844 | 216.173 | 216.380 | 217.004 | 217.386 |         |         |
| 2016 | 218.370 | 219.036 | 219.649 | 220.506 | 221.360 | 221.396 | 221.358 | 222.554 | 223.111 | 223.420 | 224.399 | 224.745 |         |         |
| 2017 | 226.411 | 227.277 | 227.553 | 228.133 | 228.396 | 228.599 | 229.008 | 229.772 | 230.142 | 230.614 | 231.522 | 231.842 |         |         |
| 2018 | 232.977 | 233.858 | 234.215 | 235.141 | 235.878 | 236.493 | 237.186 | 238.439 | 238.512 | 238.936 | 241.774 | 242.204 | 234.760 | 239.509 |
| 2019 | 241.606 | 242.011 | 242.611 | 243.490 | 243.774 | 244.322 | 244.943 | 245.549 | 245.903 | 246.741 | 247.364 | 247.567 | 242.969 | 246.345 |
| 2020 | 248.846 | 249.751 | 250.359 | 250.673 | 250.921 | 251.435 | 252.401 | 253.974 | 254.266 | 254.781 | 255.650 | 256.456 | 250.331 | 254.588 |
| 2021 | 257.722 | 258.763 | 259.204 | 259.581 | 259.542 |         |         |         |         |         |         |         |         |         |

May 2021 259.542  
 May 2020 250.921  
 difference 8.62  
 $8.62/250.921 = .0343$   
 3.43% increase



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Memorandum**

**TO:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**FROM:** R. Paul Streets, Public Works Director

**DATE:** June 22, 2021

**SUBJECT:** Discussion and consideration of renewing contracts for FY 20-21 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll offs USA for new front load refuse containers; Heartland Container Repair LLC for refurbished front load refuse containers; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building.

Cabot Norit Americas Inc. has agreed to renew the granular activated carbon contract without modification for FY 20-21. In FY 19-20 approximately \$336,000.00 was encumbered with Cabot Norit Americas Inc. by the water department for granular activated carbon. The water department budgeted \$336,214.00 for the purchase of granular activated carbon from Cabot Norit Americans for FY 20-21.

Duke's Root Control, Inc. has agreed to renew the chemical root control contract without modification for FY 20-21. In FY 19-20 approximately \$7,989.00 was encumbered with Duke's Root Control, Inc. by the line maintenance department for chemical root control. The line maintenance waste water department budgeted \$50,000.00 for the purchase of chemical root control from Duke's Root Control, Inc. for FY 20-21.

Roll Offs USA has agreed to renew the new front load refuse containers contract without modification for FY 20-21. In FY 19-20 approximately \$51,829.00 was encumbered with Roll Offs USA by the sanitation department for new front load refuse containers. The sanitation department budgeted \$50,000.00 for the purchase of new front load refuse containers from Roll Offs USA for FY 20-21.

Heartland Container Repair LLC has agreed to renew the refurbished front load refuse containers contract without modification for FY 20-21. In FY 19-18 approximately \$78,249.00 was encumbered with Heartland Container Repair LLC by the sanitation department for refurbished front load refuse containers. The sanitation department budgeted \$133,000.00 for the purchase of refurbished front load refuse containers from MCS Hartland LLC for FY 20-21.

Jan-Pro Commercial Cleaning of OKC has agreed to renew the commercial cleaning service for Public Works Administration and Charles Johnson Buildings without modification for FY 20-21. In FY 19-20 approximately \$15,960.00 was encumbered with Jan-Pro Commercial Cleaning of OKC by the public works administration and neighborhood services departments for commercial cleaning service. The public works administration and neighborhood services departments budgeted \$12,960.00 for the commercial cleaning service for FY 20-21.

Action is at the discretion of the Chairman and Trustees.

A handwritten signature in black ink that reads "R Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letters



Public Works Administration  
R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Cabot Norit Americas Inc.  
Attn: Ms. Nikki Vineyard  
P.O. Box 790  
Marshall, TX 75671

“Granular Activated Carbon”

Our records indicate contracted price at \$33.81 per cubic feet for 9,600 cubic feet, at the total net cost of \$324,576.00 for Granular Activated Carbon.

Dear Ms. Vineyard:

It is time to renew the Midwest City Municipal Authority contract for FY 2021/22. As you will recall, we have the option to renew 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 renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign: Nikki Vineyard Title: Inside Sales Date: 6/10/21



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Duke's Root Control, Inc.  
Mr. Braden Boyko  
1020 Hiawatha Blvd, West  
Syracuse, NY 13204-1131

“Chemical Root Control”

Our records indicate contracted price for 6” & 8” at \$1.32 per foot for minimum of \$3,000.00 for chemical root control.

Dear Mr. Boyko:

It is time to renew the Midwest City Municipal Authority contract for FY 2021/22. As you will recall, we have the option to renew 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 renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign:     Braden Boyko     Title:     Vice President of Operations     Date:     6/9/21





**Public Works Administration**  
R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

June 8, 2021

Jan-Pro Commercial Cleaning of OKC  
Mr. Ken Ficek  
1105 Sovereign Row  
Oklahoma City, OK 73108

“Commercial Cleaning Service for Public Work Administration

Dear Mr. Ficek:

It is time to re-new the city of Midwest City’s contracts for FY 2021/22. As you will recall, we have the option to renew 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.

R. Paul Streets  
Public Works Director

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

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

Sign: Jay L. C. J. Title: PRESIDENT Date: 6-8-21



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: June 22, 2021

Subject: Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Water Resource Recovery Facility (1) 2015 Bobcat Skid Steer Model S590 Vin # AR9R13032 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

---

The Water Resource Recovery Facility bobcat skid steer described below has been replaced, removed from service, and has no other operational value or application. As such, we recommend declaring this item surplus property and authorizing its disposal by sealed bid, public auction, or other means, if necessary.

- Unit #43-04-12, a 2015 Bobcat Skid Steer model S590  
Serial # AR9R13032

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets  
Public Works Director





NEW BUSINESS/  
PUBLIC DISCUSSION





**MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

June 22, 2021 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration of adoption, including any possible amendment of, the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2021 through June 30, 2022. (Grants Management - T. Craft)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

**Midwest City Memorial Hospital Authority Minutes**

June 08, 2021

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Vice Chairman Pat Byrne called the meeting to order at 6:17 PM with the following members present:

|                        |                         |                          |
|------------------------|-------------------------|--------------------------|
| Trustee Susan Eads     | Trustee Christine Allen | City Manager Tim Lyon    |
| Trustee Española Bowen | Trustee Rick Favors     | Secretary Sara Hancock   |
|                        |                         | City Attorney Don Maisch |

Absent: Chairman Matt Dukes  
Trustee Sean Reed

**DISCUSSION ITEMS**

- 1. Discussion and consideration for adoption, including any possible amendment of the May 25, 2021 meeting minutes.** Allen made motion to approve the minutes, as submitted, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.
- 2. Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2021-2022 in the amount of \$4,719,832 for the Discretionary, \$10,816,033 for the Compounded Principal, \$1,245,000 for the In Lieu of-ROR-Miscellaneous, \$590,258 for the Grants divisions, and \$1,609,703 for the Sooner Rose Tax Increment Financing.** Bowen made motion to approve Resolution HA2021-03, as submitted, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.
- 3. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed

**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion

**ADJOURNMENT.**

There being no further business, Vice Chairman Byrne adjourned the meeting at 6:19 PM.

ATTEST:

\_\_\_\_\_  
PAT BYRNE, Vice Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 22, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of, the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2021 through June 30, 2022.

---

The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2021 through June 30, 2022. Also attached is an activity report reflecting recent activity.

Action on this item is at the discretion of the Authority.

Tim Lyon  
General Manager/Administrator

# CONSULTANT AGREEMENT

This agreement is executed this 22nd day of June, 2021, 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. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$90,000.00 payable in twelve (12) monthly installments of \$7,500.00 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.
10. The term of this Agreement shall commence on July 1, 2021 and shall continue in effect until June 30, 2022 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.
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.  
800 Maine Avenue, SW, Suite 800  
Washington, DC 20024

(Seal)  
ATTEST:

By:

Ruan H Robinson

H. Stuart V. Scyoc  
Stewart Van Scyoc, 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Counsel for the Authority



## 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 consistent 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 written reports every six (6) months and verbal briefings as needed 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 2021**

Capitol Decisions, Inc. (CDI) continues work on behalf of Midwest City in several important areas:

- Inclusion of the City's Section 219 Water System Booster Pump Station and Storage Reconstruction Project and associated water infrastructure in the Fiscal Year 2022 Corps of Engineers Civil Works Plan;
- Securing a Section 7001 modification for the Booster Pump station and associated water infrastructure program which increases funding to \$5 million and requesting a congressional earmark of \$5 million to complete the project;
- Requesting earmarked funds in the amount of \$2.88 million for the SE 29<sup>th</sup> Street Bridge replacement project in the national highway reauthorization bill;
- Monitoring and pursuing additional federal funding opportunities to enhance the quality of life in Midwest City through Department of Defense grant funding to enhance infrastructure, as well as advising the City on funding developments surrounding the passage of both the CARES Act and American Rescue Plan.

As you are already aware, we secured an authorization in the 2007 Water Resources Development Act (WRDA) for water related infrastructure for the City. Since that time, we have continued to engage Senator Jim Inhofe (R-OK), Chairman of the Senate Environment and Public Works (EPW) Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers on four occasions to have pump station funding included in the Corps' FY 21 Work Plan, which was unsuccessful. We worked with Sen. Inhofe's office, City staff, and the Corps in submitting a Section 7001 modification to increase funding for this project. I am pleased to report that the modification request has been included in the Chief's Report (February 2020), indicating that the Corps has determined that this project has met the five criteria for funding.

CDI and Midwest City had two goals regarding water resources projects: 1) to extend the WRDA project authorization, which has been achieved through 2024; and 2) to increase the authorization amount, which has been accomplished as well, the federal share has now increased from \$2 million to \$5 million dollars, for a total project cost to \$6.25 million. I am happy to report that the project modification is now law due to the signing of the FY 21 Consolidated Appropriations bill, which makes the City eligible for \$5 million dollars in Corps funding through the appropriations process.

Given the reintroduction of earmarks, Congressman Tom Cole (R-OK) has submitted the \$5 million Power Booster Station/Second Clearwell and associated water infrastructure request to the House Appropriations Subcommittee on Energy and Water for inclusion in the FY 22 appropriations bill. All relevant request material has also been submitted to Senator Inhofe's office, where a decision by the Senator to participate in the earmark process is pending.

Also under consideration by Congress is the reauthorization of the highway bill, where Congressman Cole has requested that the SE 29<sup>th</sup> Street Bridge replacement project be funded for \$2.88 million. There will be no Republican earmarks in the Senate highway bill, but that could change as the process moves forward. This project is supported by the Oklahoma Department of Transportation and the

Association of Central Oklahoma Governments (ACOG).

Both the House and Senate Armed Services Committees continue to fund the Defense Community Infrastructure Program (DCIP). This grant opportunity, which has \$50 million for obligation in FY 21, allows communities to apply for grants to help assist their neighboring military installation. Funding can be utilized for schools, road, sewer, and utility infrastructure projects. Other eligible projects include telecommunications, and police, fire, and emergency response. We have kept the City abreast of upcoming webinars, issuance of the Notice of Funding Opportunity (NOFO) for the program in order to look at the feasibility of applying for projects that could be mutually beneficial to the City of Midwest City and Tinker Air Force Base.

Even as the COVID pandemic wanes, we continue to provide the City with agency guidance surrounding the obligation and eligibility requirements for the funds received by the City, whether in the form of municipal aid provided in the American Rescue Plan, FEMA programs that have altered matching fund requirements, and application procedures for the Restaurant Revitalization fund program, among others. We trust these COVID-19 updates, as well as our weekly updates surrounding the whole of government response to the pandemic have been helpful.

We continue to work with the delegation on the water resources and transportation earmark projects as they make their way through the appropriations and highway bill process. I'd like to thank all of those on the City staff which were instrumental in providing the data needed to get these projects submitted to the appropriate elected officials.

We appreciate the continued confidence you place in us and look forward to our continued work together.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J.R. Reskovac". The signature is fluid and cursive, written over a light grey rectangular background.

J.R. Reskovac  
Principal, Capitol Decisions, Inc.



DISCUSSION ITEM





**Memorial Hospital Authority**

General Manager/Administrator, Tim Lyon  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1201  
tlyon@midwestcityok.org  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: June 22, 2021

Subject: Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that 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.

Tiatia Cromar  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





**SPECIAL ECONOMIC DEVELOPMENT COMMISSION AGENDA**

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

June 22, 2021 – 6:03 PM

Presiding members: Chairman Matt Dukes

Commissioner Susan Eads

Commissioner Sean Reed

City Manager Tim Lyon

Commissioner Pat Byrne

Commissioner Christine Allen

City Clerk Sara Hancock

Commissioner Española Bowen

Commissioner Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration for adoption, including any possible amendment, to approve the minutes of the April 27, 2021 meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment, of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2021-22 for \$3,000 per month to implement economic development events in the City of Midwest City. (City Manager - T. Lyon)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Commission on any Subject not scheduled on the Regular Agenda. The Commission shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Commission will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COMMISSION ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSION.**

D. ADJOURNMENT.



DISCUSSION ITEMS





Notice for the Midwest City Economic Development Commission meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Economic Development Commission Minutes**

April 27, 2021

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:47 PM with the following members present:

|                             |                              |                                 |
|-----------------------------|------------------------------|---------------------------------|
| Commissioner Susan Eads     |                              | City Manager Tim Lyon           |
| Commissioner Pat Byrne      | Commissioner Christine Allen | City Clerk Sara Hancock         |
| Commissioner Española Bowen | Commissioner Rick Favors     | Asst. City Attorney Vicki Floyd |
|                             |                              | City Attorney Don Maisch        |

Absent: Commissioner Sean Reed

**CONSENT AGENDA.** Allen made motion to approve consent agenda, as submitted, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, Favors and Chairman Dukes. Nay: None. Absent: Reed. Motion carried.

1. Discussion and consideration to approve the minutes of the January 26, 2021 meeting, as submitted.
2. Review of the Convention and Visitors Bureau Quarterly Activity Report for the period ending March 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only.
3. Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending March 31, 2021. No action is necessary; this item is presented for informational and discussion purposes only.

**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion.

**ADJOURNMENT**

There being no further business, Chairman Dukes adjourned the meeting at 7:47 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1201  
[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

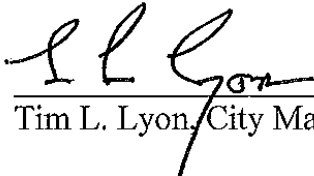
TO: Honorable Chairman and Commissioners  
Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: June 22, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2021-22 for \$3,000 per month to implement economic development events in the City of Midwest City.

The attached contract is for services between the City of Midwest City and the Midwest City Chamber of Commerce for \$3,000 per month to implement activities including Tinker and the Primes to be held at the Reed Center.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager

CONTRACT FOR SERVICES FOR FY 2021-2022

This contract effective July 1, 2021 is entered into between the Midwest City Economic Development Commission (the "EDC"), an agency of the City of Midwest City, Oklahoma (the "City"), and the Midwest City Chamber of Commerce (the "Chamber"), an Oklahoma corporation.

WHEREAS, in 1983 the citizens of Midwest City, Oklahoma approved the establishment of the EDC funded by a two percent hotel room tax to ensure the continued positive economic growth and development of commerce in the city of Midwest City, Oklahoma; and

WHEREAS, the Chamber has the professional ability and expertise to perform certain economic development services for the EDC to enhance and improve economic growth and development of commerce in the city; and

WHEREAS, economic development is a purpose of the government of the City of Midwest City and this contract outlines methods by which the Chamber is to assist the City in accomplishing this purpose; and

WHEREAS, both the City and the Chamber have a significant interest in encouraging and improving commerce and economic development in Midwest City, Oklahoma and agree that the two entities working together will have a greater, more positive impact on commerce and economic development in Midwest City, Oklahoma than each would have separately;

SO THEREFORE, the parties to this contract hereby agree that:

1. The City shall pay to the Chamber for performing the duties and responsibilities required of it under this contract \$3,000 monthly. The city manager may also approve advances or supplements as are deemed appropriate or necessary for one-time or extraordinary expenditures based on availability of funds and other appropriate considerations; and
2. The Chamber shall be responsible for events and activities that promote Tinker Air Force Base and promote a positive image of the City such as, Tinker and the Primes during the contract year.
3. The Chamber shall submit quarterly reports to the EDC on work being accomplished by the Chamber pursuant to this contract.
4. The EDC has established an Economic Leadership Coalition to provide input into economic development activities. The membership of this advisory committee shall include one appointment from the Chamber. The Chamber's Executive Director shall also serve in a non-voting ex officio capacity.

5. The term of this contract shall be from July 1, 2021 through June 30, 2022. This contract replaces and takes precedence over all other contracts and agreements between the parties hereto and for the purposes expressed herein. However, either party may terminate this contract at any time by giving the other party at least sixty (60) days' notice of the date on which this contract shall be terminated. If this contract is terminated by either party prior to its expiration; the EDC shall pay the Chamber for its actual work performed up to the date of termination.
  
6. The Chamber shall provide such clerical, professional and technical expertise as may be deemed necessary in the Chamber's best judgment and discretion to properly develop, plan, execute and supervise its duties and responsibilities under this contract and to fix the duties, terms of employment and compensation for the individuals possessing such expertise.

Passed and approved by the Chamber on the 15<sup>th</sup> day of June, 2021.

MIDWEST CITY CHAMBER OF COMMERCE, INC.

Marcy Jarrett  
Marcy Jarrett, Executive Director

Passed and approved by the EDC on the \_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

MIDWEST CITY ECONOMIC DEVELOPMENT  
COMMISSION, an agency of Midwest City, Oklahoma

Attest:

\_\_\_\_\_  
Matthew D. Dukes, II, Chairman

\_\_\_\_\_  
Sara Hancock, Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Don Maisch, City Attorney



PUBLIC DISCUSSION





## SPECIAL UTILITIES AUTHORITY AGENDA

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

June 22, 2021 – 6:05 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 special meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to amend and/or extend an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services. (Economic Development - R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Utilities Authoring special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Utilities Authority Minutes**  
**Special Meeting**

June 08, 2021

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Vice Chairman Pat Byrne called the meeting to order at 6:20 PM with the following members present:

|                        |                         |                          |
|------------------------|-------------------------|--------------------------|
| Trustee Susan Eads     | Trustee Christine Allen | City Manager Tim Lyon    |
| Trustee Española Bowen | Trustee Rick Favors     | Secretary Sara Hancock   |
|                        |                         | City Attorney Don Maisch |

Absent: Chairman Matt Dukes  
Trustee Sean Reed

**DISCUSSION ITEMS.**

- 1. Discussion and consideration for adoption, including any possible amendment, to approve the minutes of the April 27, 2021 meeting, as submitted.** Eads made motion to approve the minutes, as submitted, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.
  - 1.
- 2. Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution of the Midwest City Utilities Authority approving its budget for Fiscal Year 2021-2022 in the amount of \$150,818.** Eads made motion to approve Resolution UA2021-01, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.

**PUBLIC DISCUSSION.** There was no public discussion.

**ADJOURNMENT.**

There being no further business, Vice Chairman Byrne adjourned the meeting at 6:22 PM.

ATTEST:

\_\_\_\_\_  
PAT BYRNE, Vice Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary





Midwest City Utilities Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Director of Economic Development

Date: June 22, 2021

Subject: Discussion, consideration and possible action to amend and/or extend an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services.

---

Skybridge Real Estate was one of only two responders to an Economic Development Authority Request for Proposals for Real Estate Services that closed on February 18, 2020. Since we first contracted with Skybridge last June, Malek Massad, President of Skybridge Real Estate has dutifully marketed SCIP resulting in several promising leads.

Skybridge also has its own construction management team, which is a distinct advantage over other companies.

The terms and conditions of any sales contract must return to the Authority for consideration prior to the sale of the property.

Staff recommends extending the agreement as requested. Please contact my office at (405) 739-1218 with any question.

Respectfully,

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

Robert Coleman, Director of Economic Development

Attachments: Proposed Extension to Original Agreement

## EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT

In consideration of the listing for the same of the real property hereinafter described by Skybridge Real Estate, LLC ("Broker"), and Broker's agreement to use its best efforts to effect a sale of same, the Midwest City Memorial Utilities Authority ("Owner") hereby grants to Broker the exclusive right to sell the Property on the terms set forth herein ("Listing Agreement") for a period commencing July, 2021 and ending midnight December 31, 2021 ("the Term"). Broker agrees to make diligent and continued efforts to sell the Property during the Term of this Listing Agreement.

1. The Property is situated in the City of Midwest City, County of Oklahoma, State of Oklahoma, and is further described as follows:

Address: 7450 NE 23<sup>rd</sup> Street, Midwest City, Oklahoma 73141

Legal: Part of the North Half, Section 27, Township 12 North, Range 2 West, I.M, Oklahoma County, Oklahoma, which is depicted on attached Exhibit A (the "Property").

2. Price and terms: Sale listing price of Sixty Cents (\$ .60) per square foot (\$26,136 per acre) or a price that is acceptable and agreeable to the Owner, in its sole discretion.
3. Conditions of Sale – Broker understands that Owner has placed the following restrictions on the use of the Property: [None]
4. Owner agrees to pay Broker a commission equal to three cents (**3¢**) per square foot if the listing Broker procures the buyer directly (the "Commission"). If the buyer is represented by an outside Broker, the Owner will pay a commission equal to five cents (**5¢**) per square foot to the listing Broker, which shall be split with buyer's Broker under a separate agreement. The Commission shall be paid upon the closing of the Property.
5. The Commission shall be earned and paid for services rendered if during the Term, a qualified buyer is procured by Broker who is ready, willing and able to enter into a Purchase and Sale Agreement for the Property at the rate and on the terms above stated, or on any other rate and terms agreeable to Owner, in its sole discretion.
6. Owner further agrees that Owner shall pay Broker the Commission if, within sixty (60) days after the expiration of the Term or termination of the Listing Agreement, the Property is sold to, or Owner enters into a Purchase and Sale Agreement for the Property with, or negotiations commence and thereafter continue leading to the sale of the Property to, any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owner no later than 30 days following the expiration of the Term, provided, however, in no event shall the Broker furnish the Owner names of more than ten (10) prospective buyers to whom the Broker has shown the Property.
7. It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
8. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is further authorized to advertise the Property and to place a "For Sale" sign or signs on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Such "For Sale" signs are subject to Owner's approval, which will not be unreasonably withheld.

9. Owner agrees to hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property, which Owner fails to disclose. Owner represents it is the Owner of the Property.
  
10. This Listing Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Listing Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Listing Agreement shall be binding upon the heirs, successors or assignees of the parties.

**ACKNOWLEDGED AND AGREED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**BROKER:**

**Skybridge Real Estate, LLC**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**OWNER:**

**Midwest City Memorial Utilities Authority**

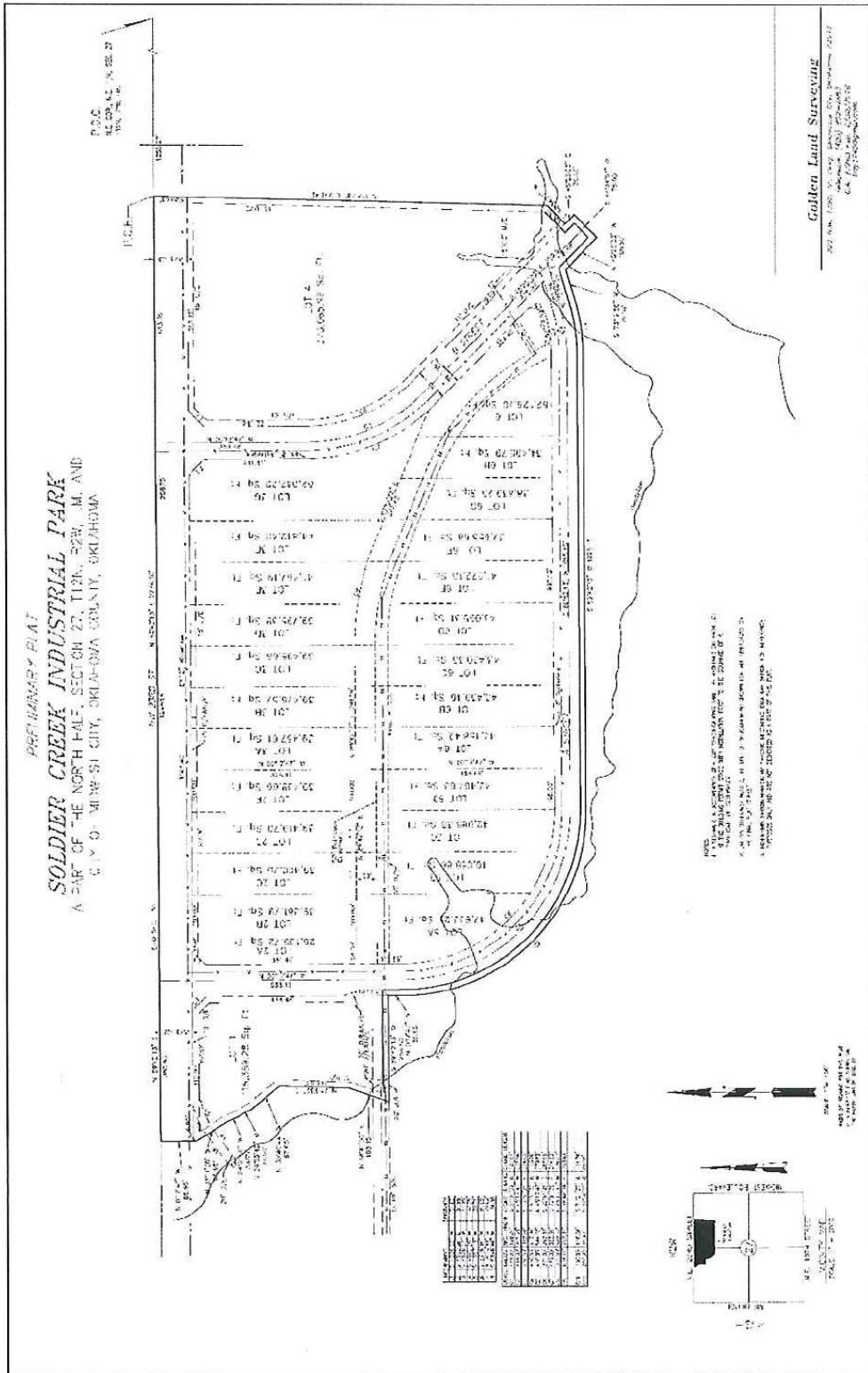
**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

# EXHIBIT "A"

## Soldier Creek Industrial Park





PUBLIC DISCUSSION

