



CITY OF MIDWEST CITY MEETINGS FOR AUGUST 10, 2021

Meetings will stream live on the City of Midwest City's (MWC) YouTube channel:
[Bit.ly/youtubemwc](https://www.youtube.com/channel/UC...).

The recorded video will be available on MWC's YouTube channel: [Bit.ly/youtubemwc](https://www.youtube.com/channel/UC...) and MWC's website: www.midwestcityok.org within 48 hours. The meeting minutes and video can be found on MWC's website in the Agenda Center:
<https://www.midwestcityok.org/meetings>.

To make a special assistance request, call 739-1213 or email 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.

MWC continues to take steps to follow federal, state and local guidelines regarding social distancing and crowd size. Thank you for helping us keep our community safe.

CITY COUNCIL AGENDA

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

August 10, 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 Assistant City Manager
- Pledge of Allegiance by Council member Christine Allen
- Community-related announcements and comments
- Mayoral Proclamation for Retiree Tom Owen

- 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 July 27, 2021 meeting minutes. (City Clerk - S. Hancock)
 2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenditures /Community Development (05) \$3,273; expenditures/Neighborhood Services (15) \$360; expenditures/Housing (37) \$45,000; expenditures/Economic (87) \$96,934. Capital Improvements Fund, expenditures/Capital Improvements (57) \$64,128. (Finance - T. Cromar)
 3. Discussion and consideration for adoption, including any possible amendment, of Amendment No. 2 to consulting contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the reduced amount of \$27,600.00 for a new total contract amount not to exceed \$371,000.00. (City Manager - V. Sullivan)
 4. Discussion and consideration for adoption of, including any possible amendment to, Change Order No. 1 to United Golf, LLC, construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$38,101.08. (City Manager - V. Sullivan)
 5. Discussion and consideration for adoption, including any possible amendment to, Amendment No. 2 to the United Golf, LLC construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$114,987.50. (City Manager - V. Sullivan)
 6. Discussion and consideration of adoption, including any possible amendments to, Change Order No. 2 to Lippert Brothers Construction Co., Inc. contract associated with the construction of the Multi-Purpose Sports Complex, in the increased total amount of \$96,012.29. (City Manager - V. Sullivan)
 7. Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive. (Economic Development - R. Coleman)
 8. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the Town of Jones 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)
 9. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,434.00, respectively. (Public Works - P. Menefee)

10. Discussion and consideration for adoption, including any possible amendment to the reappointment of Mike Anderson, Ward 1, Greta Stewart, Ward 3, and Kathy Gain, Ward 5 appointees on the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms. (Grants Management - T. Craft)

11. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - A. Stephenson)

D. DISCUSSION ITEMS.

1. Discussion and consideration of adopting, including any possible amendment, a 4.5 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2021. (Human Resources - T. Bradley)

2. Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2021, through June 30, 2022. (Human Resources - T. Bradley)

3. Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2021, through June 30, 2022. (Human Resources - T. Bradley)

4. Discussion and consideration for adoption, including any amendments, of a Resolution to delegate certain duties from the City Council to the City Manager as authorized by Article III, Section 3, Paragraph 7 of the City Charter. (City Attorney - D. Maisch)

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. FURTHER INFORMATION.

1. Review of the monthly Neighborhood Services report for June 2021. (Neighborhood Services - M. Stroh)

2. Review of the July 2021 Building Report (Community Development—B. Harless)

G. 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

July 27, 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.

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

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 3 Española Bowen	Ward 5 Christine Allen	City Clerk Sara Hancock
Ward 6 Rick Favors		City Attorney Don Maisch

Absent: Mayor Matt Dukes

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Sean Reed. Staff and Council made Community-related announcements. Acting Mayor Pat Byrne presented a proclamation to Paul Streets for Lakes Appreciation Month.

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

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of June 2021.
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, revenue/Transfers In (00) \$345,000; expenditures/Transfers Out (00) \$56,000. Police Fund, revenue/Transfers In (00) \$244,020. Fire Fund, revenue/Transfers In (00) \$107,612. Street Light Fee Fund, expenditures/General Government (14) \$11,000. L & H Benefits Fund, expenditures/Personnel Department (03) \$160,000. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$59,000. Capital Improvements Fund, revenue/Transfers In (00) \$59,000.
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Gov't Sales Tax Fund, expenditures/General Government (14) \$61,047. Reimbursed Projects Fund, expenditures/General Government (14) \$66,500; expenditures/Hidden Creek (48) \$15,000. G. O. Debt Services Fund, revenues/Taxes (00) \$3,043,085; revenues/Investment Interest (00) \$11,963.

5. Discussion and consideration of passing and approving, including any possible amendment of Resolution 2021-21 for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budgets for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments cancelled at the close of day June 30, 2021.
6. Discussion and consideration of adoption, including any possible amendment, of a contract with RSM US LLP to perform an audit of Midwest City's FY 2020-2021 financial statements in amount not to exceed \$75,500 and only if required \$4,500 for each major Federal program.
7. 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.
8. Discussion and consideration of approving, including any possible amendment, Resolution 2021-19 nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors.
9. Discussion and consideration of approving, including any possible amendment, Resolution 2021-20 casting a vote for Troy Bradley as a Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) Board to fill the expiring term of Trustee Representative for District 6.
10. Discussion and consideration for adoption, including any possible amendment, of approving a two-year renewal of the current "Addendum to Video Services Agreement" between AT&T and the City of Midwest City to be in effect until August 1, 2023.
11. Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.
12. Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW, in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian.
13. Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the United States Armed Forces (Tinker Air Force Base) for 5 years from the date of signatures to provide housing for members of any branch of Military apprehended by Tinker AFB at the rate of \$65.00 per day not to exceed one (1) year.
14. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Harrah 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.

15. Discussion and consideration of, including any possible amendment of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2021-22.
16. Discussion and consideration for adoption, including any amendment of renewing the Animal Welfare Emergency Services Agreement for FY 2021 - 2022 with the City of Harrah and the Town of Jones to provide emergency animal control services.
17. 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 Harrah and Town of Forest Park for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days.
18. Discussion and consideration for adoption of and any amendments to 1) approval of an application and associated documents for HUD Community Development Block Grant COVID-19 (CDBG-CV2) funds available through the Oklahoma Department of Commerce (ODOC), 2) authorization of the Mayor to submit the application, associated documents and any certifications to the Oklahoma Department of Commerce, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.
19. Discussion and consideration of, including any possible amendment, granting various Temporary Easements to The Midwest City Municipal Authority, a public trust, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
20. Discussion and consideration of, including any possible amendment, accepting nine (9) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the South Half (S/2) Section Thirty Five (35), and the Southwest Quarter (SW/4) of Section Thirty Six (36), of Township Twelve (12) North, Range Two (2) West and the Northwest Quarter (NW/4) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
21. Discussion and consideration of appointing, including any possible amendment, of James McQuillar to the Metropolitan Library Commission as the Midwest City representative for a three-year term ending on July 23, 2024.
22. Discussion and consideration of appointing, including any possible amendment, Wade Moore to the Urban Renewal Authority for a three year term ending July 23, 2024.
23. Discussion and consideration for adoption, including any amendment of declaring city vehicle unit 05-02-10, a 1999 Dodge 1500, VIN number IB7HC16Z6XS306608, total loss value is \$3,105.00 minus our \$1,000 deductible for a total of \$2,105.00 surplus to OMAG.
24. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

25. Discussion and consideration for adoption declaring one (1) HID Fargo HDP 5000 ID Card Printer and one (1) HID HDP Laminator as surplus and authorizing disposal of all by public auction, sealed bid or destruction, if necessary.
26. Discussion and consideration for adoption, including any possible amendment, of declaring various volumes of the Oklahoma Statues, a stair-stepper, and various 3-ring binders as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.
27. Discussion and consideration for adoption, including any possible amendment of, declaring a Neopost electronic letter opener and (2) filing cabinets, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

DISCUSSION ITEMS.

1. **(PC – 2082) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Administrative and Professional Offices, Retail Sales and Services: General, and Medical Services: General in the Hospitality District, for the property described as a part of the NW/4 of Section 9, T-11-N, R-2-W, located at 1732 South Sooner Road.** Kent Mace, Civil Engineer/applicants representative, addressed the council. Reed made motion to approve Resolution 2021-22, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.
2. **Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 9419 Peachtree Lane for the notice and order to abate tall grass and weeds.** M. Stroh and Hailey Gallo, owner, addressed the council. After Staff and Council discussion, No action was needed.
3. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 8 Animals and Fowl, Article I, In General, Section 8-2, Definitions; Creating a new ordinance at Chapter 8, Animals and Fowl, Article XI, Commercial Animal Establishments; Section 8-200 through 8-205; and providing for repealer and severability.** D. Maisch addressed the council, after Staff and Council discussion, Reed made a motion to adopt Ordinance 3448, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.
4. **Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General, Section 27-1, Definitions; Section 27-2, Declared Unlawful; Penalties; Section 27-14, Collection and Donation Boxes; and providing for repealer and severability.** D. Maisch addressed the council. After Staff and Council discussion, Eads made motion to adopt Ordinance 3449, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.
5. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article I, In General, Section 28-11, Warrant Processing Fee; and providing for repealer and severability.**

S. Porter addressed the council. After Staff and Council discussion, Reed made a motion to adopt Ordinance 3450, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

6. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 36, Private Security, Article III, Security Alarm Systems, Section 36-32; and providing for repealer and severability. S. Porter and D. Maisch addressed the council. After Staff and Council discussion, Eads made motion to adopt Ordinance 3451, seconded by Reed. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

7. Discussion and consideration for adoption, including any possible amendment of an ordinance amending Midwest City Code, Chapter 37, Streets and Sidewalks, Article III, Section 37-63, Design Standards for Ingress and Egress Facilities; and Section 37-71, Table 4; and providing for repealer and severability. B. Bundy addressed the council. After Staff and Council discussion, Favors made a motion to approve Ordinance 3452, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

8. Discussion and consideration for adoption, including any possible amendment of, an ordinance amending Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water Rates and Charges, Section 43-63 (a)(1) through (4), Water Rates inside city; and providing for repealer and severability. Streets addressed the council. After Staff and Council discussion, Reed made a motion to approve Ordinance 3453, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

PUBLIC DISCUSSION.

The following citizens addressed Council concerning drainage: Brian Stalford, 5813 SE 5th St.; Lina Glann, 5816 SE 5th St.; Pam Chandler, 805 Delia St.; Austin Stalford, 5801 SE 5th St.; and Alexander Caullen, 401 Delia St.

Mark Pogue, 10021, Oak Park Dr addressed Council concerning court.

At 7:20 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

At 7:35 PM Reed made motion to return, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

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.

At 7:36 PM Reed made a motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

At 8:24 PM Reed made a motion to return to Open Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

No Action Needed.

2. Discussion and consideration 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 8:24 PM Reed made a motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

At 8:41 PM Reed made a motion to return to Open Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Nay: None. Absent: Mayor Dukes. Motion carried.

No Action Needed.

ADJOURNMENT.

There being no further business, Acting Mayor Byrnes adjourned the meeting at 8:41 PM.

ATTEST:

PAT BYRNE, Acting Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 10, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenditures/Community Development (05) \$3,273; expenditures/Neighborhood Services (15) \$360; expenditures/Housing (37) \$45,000; expenditures/Economic (87) \$96,934. Capital Improvements Fund, expenditures/Capital Improvements (57) \$64,128.

The first supplement is needed to roll forward remaining budgets in Reimbursed Projects Fund from fiscal year 2020-2021 to current fiscal year. The second supplement is needed to budget for the construction of Ped Crossing project 091711.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 10, 2021

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Intergovernmental	24,000			
05	Community Development			3,273	
15	Neighborhood Services			360	
37	Housing			45,000	
87	Economic			96,934	
		<u>24,000</u>	<u>0</u>	<u>145,567</u>	<u>0</u>

Explanation:
To roll forward remaining budgets in Reimbursed Projects Fund from fiscal year 2020-2021 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			64,128	
		<u>0</u>	<u>0</u>	<u>64,128</u>	<u>0</u>

Explanation:
To budget for the construction of Ped Crossing project 091711. Funding to come from fund balance.



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: August 10, 2021

Subject: Discussion and consideration for adoption, including any possible amendment, of Amendment No. 2 to consulting contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the reduced amount of \$27,600.00 for a new total contract amount not to exceed \$371,000.00.

On December 19, 2019 council entered into a contract for golf course design services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design, in conjunction with the renovation of John Conrad Regional Golf Course. Staff has determined grow-in consulting services is no longer needed, therefore, staff has requested a reduction to the consulting contract in the amount of \$27,600.00 for a new reduced total contract amount not to exceed \$371,000.00.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Amendment No. 2 to Architectural Services Contract with PDG, LLC.
John Conrad deletion of Grow-In Consultant Maintenance Program for Turf Maturation

AMENDMENT NO. 2 TO CONTRACT FOR DESIGN SERVICES

This Amendment made and entered into this ____ day of _____, 2021, by and between the City of Midwest City, a municipal corporation ("City"), and its successors in interest, and PDG, LLC. d.b.a. Heckenkemper Golf Course Design ("Design Consultant").

WITNESSETH:

WHEREAS, the City and the Design Consultant entered into a contract on December 13, 2019 entitled:

JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS

WHEREAS, Contract Amendment No. 2 removes additional work by the Design Consultant team added to the Contract for Design Services in Contract Amendment No. 1 that provided a Golf Course Grow-In Consultant to the City of Midwest City now that the City of Midwest City has sufficient personnel in place to execute a successful grow-in at John Conrad Regional Golf Course without the services of an outside consultant, and

WHEREAS, the original contract must be amended to incorporate the Design Consultant's work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Design Consultant for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$371,000 for Design Consultant services

For Amendment No. 1:

An increase not to exceed \$27,600 for Design Consultant services

For Amendment No. 2:

A decrease not to exceed \$27,600 for Design Consultant services

Total Amended Contract:

Not to exceed \$371,000 for all services.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

- I. Amend Paragraph 2. **Basic Services.** to read as follows:

Basic Services. The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Landscape Architectural practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract.

II. Amend Paragraph 4. **Compensation.** to read as follows:

Compensation. The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of **\$371,000** for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

III. Amend **EXHIBIT A – SCOPE OF WORK** by adding the following section:

PHASE II – Scope of Work:

TASK 1 DETAILED SURVEY/BASE MAP DEVELOPMENT

No Change to Contract

TASK 2 PROJECT PROGRAMMING & CONCEPTUAL MASTER PLAN

No Change to Contract

TASK 3 DESIGN DEVELOPMENT

No Change to Contract

TASK 4 CONSTRUCTION DOCUMENT/FINAL PLAN SERVICES

No Change to Contract

TASK 5 BIDDING SERVICES

No Change to Contract

TASK 6 CONSTRUCTION ADMINISTRATION

~~Provide a Grow-In Consultant will provide direction and assistance to the City of Midwest for the items listed in the attached “John Conrad Grow-In Consultant Maintenance Program for Turf Maturation”. The grow-in period covers all preplant activities and continues through twelve (12) weeks following the start of grassing operations. The Consultant is to oversee and work with the Golf Course Maintenance staff, who will be providing equipment, labor, fertilizer, topdressing sand, and fungicides. The twelve week period will begin on July 1, 2021.~~
Removed Grow-In Consultant Services from Scope of Work.

TASK 7 AS-BUILT DRAWINGS

No Change to Contract

IV. **AMEND EXHIBIT B – COMPENSATION** as attached herein:

**EXHIBIT B
COMPENSATION
JOHN CONRAD REGIONAL GOLF COURSE RENOVATIONS
PAGE 1**

Under the terms of this Contract, the Landscape Architect agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$371,000 (a decrease of \$27,600.00) for Basic Services as specifically set forth in this Exhibit B.

B.I. Basic Work and Services

Compensation for basic services may not exceed \$371,000 (a decrease of \$27,600.00), and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Landscape Architect may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

A. FEE BREAKDOWN BY TASKS

Task 1 an amount not to exceed: No Change	NO CHANGE.
Task 2 an amount not to exceed: No Change	NO CHANGE.
Task 3 an amount not to exceed: No Change	NO CHANGE.
Task 4 an amount not to exceed: No Change	NO CHANGE.
Task 5 an amount not to exceed: No Change	NO CHANGE.
Task 6 an additional amount not to exceed: \$60,000.00 (a decrease of 27,600.00)	
Task 7 an amount not to exceed: No Change	NO CHANGE.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Design Consultant that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this Contract Amendment was approved and executed by the City of Midwest City this _____ day of _____, 2021.

ATTEST:

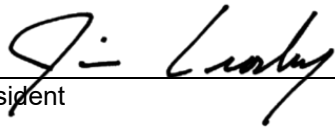
THE CITY OF MIDWEST CITY

City Clerk

Mayor

IN WITNESS WHEREOF, this Contract Amendment was executed and approved by the Design Consultant this

21st day of July, 2021.
PDG, LLC. d.b.a. HECKENKEMPER GOLF COURSE DESIGN



President



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: August 10, 2021

Subject: Discussion and consideration for adoption of, including any possible amendment to, Change Order No. 1 to United Golf, LLC construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$38,101.08.

Untied Golf, LLC, construction contract Change Order No. 1 includes the following revisions: concrete removal on the driving range tee box, additional earthwork and grading on holes #6 and #8, and grow-in support personnel. The change order request is a net increase of \$38,101.08 to the original Untied Golf contract, bringing the new contract amount to \$3,750,440.99.

This project is a 2018 Moving Midwest City Forward bond project and funding is available in the John Conrad renovation bond fund.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Change Order request No. 1.



August 2nd, 2021

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, OK 73110

VIA EMAIL

RE: John Conrad Regional Golf Course Renovations
Change Order No. 1

Mr. Sullivan,

I. Scope

The scope of Change Order No. 1 includes the following revisions: concrete removal on the driving range tee, additional earthwork and grading on holes #6 & #8, and grow-in support personnel.

II. Justification

Additional grading work in Change Order No. 1 is due to conditions encountered in the field where existing grades falling within the one-foot threshold of the project survey that either need to be modified in order for water to drain properly on site and/or for the golf hole to strategically function as intended by the design. Additionally, removal of concrete buried underneath the existing driving range tee is necessary in order to expand the new driving range tee to the appropriate dimensions and to meet the grades shown on the grading plans. Also included in Change Order No. 1 is additional labor support on a three-week basis to assist in growing in all planted areas during the hottest month of the year. The project team feels that this additional work is in the golf course’s long-term best interest and is necessary so that John Conrad Regional Golf Course can be maintained and operated in the high-quality that the City of Midwest City expects.

III. Cost Estimate

Refer to the attached proposed change order from United Golf for the exact cost of Change Order No. 1.

IV. Contract Price

The total cost of Change Order No. 1 is a \$38,101.08 addition to the project, which represents a 1.01% addition to the original contract amount. Change Order No. 1 results in a new contract price of \$3,750,440.99

Original Contract Amount	\$ 3,563,555.16
Net Change by Previous Contract Amendment(s)	\$ 148,784.75
Contract Amount Prior to this Change Order	\$ 3,712,339.91
Amount Contract Sum Will Increase by this Change Order	<u>\$ 38,101.08</u>
New Contract Amount Including Change Order(s)	\$ 3,750,440.99

No additional days are associated with this Change Order No. 1 for construction modifications.

The above and forgoing are hereby accepted this _____ day of _____, 2021, and the undersigned agrees to perform the work as so indicated in this Change Order No. 1 with said adjustments in the contract sum.

ATTEST:

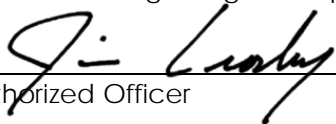
United Golf, LLC.

Secretary

Authorized Officer/Title

This Change Order No.1 is recommended for approval by the Landscape Architect of Record this 2nd day of August 2021.

HGCD/Planning Design Group



Authorized Officer

The prices shown for Change Order No. 1 was established by negotiation and appear fair and reasonable. Approval Change Order No. 1 is recommended.

The amount contained in the above-mentioned Change Order No. 1 complies with 61 O.S. & 121.

REVIEWED AS TO FORM AND LEGALITY.

City Attorney

APPROVED by Council of the City of Midwest City this _____ day of _____, 2021.

ATTEST:

City Clerk

Mayor

United Golf, LLC Proposed Change Order

To: City of Midwest City

Project: John Conrad Golf Course
711 S. Douglas Blvd
Midwest City, OK 73130

RFI#	Date	Project #
	7/30/2021	20100

PCO #	UG Date	Project #
1	7/30/2021	20100

We hereby agree to make the change (s) specified below:

Concrete removal on the range tee	\$ 4,480.50
Additional work on #6 & #8	\$ 8,423.50
3 Weeks of support personnel (\$8,150/week) not to exceed \$25,000 (4) semi-skilled laborers per week 56 hour work week based off 8 hour day / 7 days a week per worker 56 hour work week per worker / 224 hours worked for the week	\$ 24,450.00
	\$ 37,354.00
Bond Fee	\$747.08

Original Contract Amount	\$3,563,555.16
Net Change by Previous Contract Amendment	\$148,784.75
Contract Amount Prior to this Change Order	\$3,712,339.91
Contract Sum Will Increase/Decrease by this Change Order	\$38,101.08
New Contract Amount Including Change Order (s)	\$3,750,440.99

Contract time will be changed by 30 calendar days for this change order.

Accepted: All work to be performed under same terms and conditions as specified in the original contract unless otherwise stipulated:

United Golf, LLC

Company Name

Dale Forrest, Managing Member

Signature, Title

Date

Please sign and return one (1) copy.

Printed Name Above



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: August 10, 2021

Subject: Discussion and consideration for adoption, including any possible amendment to, Amendment No. 2 to the United Golf, LLC construction contract associated with renovations at John Conrad Municipal Golf Course, in the increased total amount of \$114,987.50.

United Golf, LLC, Amendment No. 2 is for additional field adjustments to the scope of construction. These changes include additions to the underground drainage system, add additional cart path, additional square footage for Bermuda sod, additional Bermuda sprigs, deduction of native grass seeding and shaping in some disturbed areas.

The amendment is a net increase of \$114,987.50 to the original Untied Golf contract, bringing the new contract amount to \$3,712,339.91.

This project is a 2018 Moving Midwest City Forward bond project and funding is available in the John Conrad Golf Course bond fund.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Contract Amendment No. 2.



August 2nd, 2021

Mr. Vaughn Sullivan
 Assistant City Manager
 City of Midwest City
 100 North Midwest Boulevard
 Midwest City, OK 73110

VIA EMAIL

RE: John Conrad Regional Golf Course Renovations
 Contract Amendment No. 2

Mr. Sullivan,

I. Scope

The scope of Contract Amendment No. 2 includes the following revisions: additional drainage pipe & catch basins, additional cart trail & curb, additional sod & sprigs and removal of native grass seeding.

II. Justification

Additional drainage work in Contract Amendment No. 2 is due to conditions encountered in the field where existing grades falling within the one-foot threshold of the project survey where catch basins and pipe needed to be installed in order for water to drain properly on site. Additional sod has been included in Contract Amendment No. 2 to ensure an easier and more timely grow-in process. Additional cart trail and curb has been included in Contract Amendment No. 2 to improve golf cart circulation in heavily trafficked areas. Native grass seeding has been removed from the project and is shown as a cost deduct in this contract amendment. The project team feels that this additional work is in the golf course's long-term best interest and is necessary so that John Conrad Regional Golf Course can be maintained and operated in the high-quality that the City of Midwest City expects.

III. Cost Estimate

Item	Description	Quantity	Unit	Unit Cost	Cost
1	ADD- ADS N-12 Drain Pipe (6" Diam.)	435	LF	\$ 3.75	\$ 1,631.25
2	ADD- NDS Riser w/ Grate (12" Diam.)	2	EA	\$ 600.00	\$ 1,200.00
3	ADD- Cart Trail Construction	3,822	SF	\$ 3.75	\$ 14,332.50
4	ADD- Cart Trail Curb	110	LF	\$ 5.50	\$ 605.00
5	ADD- Driving Range Cart Trail Turnaround Concrete	2,810	SF	\$ 4.00	\$ 11,240.00
6	ADD- Driving Range Cart Trail Turnaround Curb	460	LF	\$ 7.00	\$ 3,220.00
7	ADD- Astro Sprigs	1.50	AC	\$ 1,930.00	\$ 2,895.00
8	ADD- Astro Sod	345,063	SF	\$ 0.25	\$ 86,265.75
9	DEDUCT- Native Area Seeding	(9.70)	AC	\$ 660.00	\$ (6,402.00)
	TOTAL COST OF CONTRACT AMENDMENT NO. 2				\$ 114,987.50

IV. Contract Price

The total cost of Amendment No. 2 is a \$114,987.50 addition to the project, which represents a 3.22% addition to the original contract amount. Amendment No. 2 results in a new contract price of \$3,713,339.91.

Original Contract Amount	\$ 3,563,555.16
Net Change by Previous Contract Amendment(s)	\$ 33,797.25
Contract Amount Prior to this Contract Amendment	\$ 3,597,352.41
Amount Contract Sum Will Increase by this Contract Amendment	<u>\$ 114,987.50</u>
New Contract Amount Including Contract Amendment(s)	\$ 3,712,339.91

No additional days are associated with this Amendment No. 2 for construction modifications.

The above and forgoing are hereby accepted this _____ day of _____, 2021, and the undersigned agrees to perform the work as so indicated in this Contract Amendment No. 2 with said adjustments in the contract sum.

ATTEST:

United Golf, LLC.

Secretary

Authorized Officer/Title

This Contract Amendment No. 2 is recommended for approval by the Landscape Architect of Record this 2nd day of August 2021.

HGCD/Planning Design Group



Authorized Officer

The prices shown for Contract Amendment No. 2 was established by negotiation and appear fair and reasonable. Approval of Contract Amendment No. 2 is recommended.

The amount contained in the above-mentioned Contract Amendment No.2 complies with 61 O.S. & 121.

REVIEWED AS TO FORM AND LEGALITY.

City Attorney

APPROVED by Council of the City of Midwest City this _____ day of _____, 2021.

ATTEST:

City Clerk

Mayor



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: August 10, 2021

Subject: Discussion and consideration of adoption, including any possible amendments to, Change Order No. 2 to Lippert Brothers Construction Co., Inc. contract associated with construction of the Multi-Purpose Sports Complex, in the increased total amount of \$96,012.29.

Lippert Brothers Construction, Inc. has submitted a price for three (3) changes to the scope of their contract associated with the construction of the Multi-Purpose Sports Complex. The change order request is an increase of \$96,012.29 to the original contract, bringing the new contract amount to \$5,202,589.42.

The changes include \$1,920.86 for changing the flagpole from an external halyard to an internal halyard style, \$16,056.83 for an additional 2300 feet of empty spare conduits and \$78,034.60 for tap and bore water line.

This project is a 2018 Moving Midwest City Forward bond project and funding is available in the Multi-Purpose Sports complex bond fund.

Staff recommends approval.

Vaughn K. Sullivan
Assistant City Manager

Enc. Change order request number two from Lippert Brothers Construction, Inc.



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address)
City of Midwest City
Multipurpose Sports Complex

CONTRACT INFORMATION:
Contract For: General Construction
Date: 12/08/2020

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 08/02/2021

OWNER: (Name and address)
City of Midwest City
Oklahoma

ARCHITECT: (Name and address)
C. H. Guernsey & Company
5555 N. Grand Blvd., OKC, OK

CONTRACTOR: (Name and address)
Lippert Brothers, Inc.
2211 E. 1-44 Service Rd., OKC, OK

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO #5: Interior Flaggpole Halyard.....	\$ 1,920.86
PCO #6: Additional Empty Spare Conduits.....	\$16,056.83
PCO #7: Tap and Bore Water Line.....	\$78,034.60
<u>Total</u>	<u>\$96,012.29</u>

The original Contract Sum was	\$	<u>5,082,000.00</u>
The net change by previously authorized Change Orders	\$	<u>24,577.13</u>
The Contract Sum prior to this Change Order was	\$	<u>5,106,577.13</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>96,012.29</u>
The new Contract Sum including this Change Order will be	\$	<u>5,202,589.42</u>

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

C. H. Guernsey & Company

ARCHITECT (Firm name)

Lippert Brothers, Inc.

CONTRACTOR (Firm name)

City of Midwest City

OWNER (Firm name)



SIGNATURE

SIGNATURE

SIGNATURE

Steve Scovel, Sr. Architect

PRINTED NAME AND TITLE

T. M. Lippert, President

PRINTED NAME AND TITLE

Matthew D. Dukes II, Mayor

PRINTED NAME AND TITLE

8/2/2021

DATE

DATE

DATE

From: Jeff Brown <jeff.ssa@coxinet.net>
Sent: Thursday, April 29, 2021 2:19 PM
To: Nick Bench
Subject: Re: MWC Multipurpose Sports Complex
Attachments: [20210429143340404.pdf](#)

Nick, This Flagpole IS GOING to literally drive the Spectators Nuts, because its an external halyard and the halyard flag snaps will "CLANK" against the flagpole CONSTANTLY when the flag is flying!!!! Plus, Its Located right in the Center of the Complex in the midst of all the spectators!!!! You ought to mention this to the Owner and see if they are interested in Upgrading to an Internal Halyard flagpole for 3 reasons:

A) Avoid the Constant Annoying Clanking Noise When the Flag Is Flying

B) Don't Have to Worry About Spectators or Non Authorized Personnel Attempting to Access or Disable the Exposed Rope Halyard.

C) Life Expectancy of the Halyard. The Specified External Halyard utilizes a 5/16" diameter Polypropylene Halyard, where the Internal Halyard utilizes a 1/8" diameter Stainless Steel Cable. Due to the flagpoles location, its gonna be a real pain to replace the Specified Rope Halyard every few years when it wears out or breaks.....

If you are interested, I have enclosed a drawing of the Internal Halyard Flagpole I would recommend. It would cost \$1,648.00 to upgrade, but I guarantee you its worth it in the long run.....The shafts are the same on both flagpoles, so the stamped calcs for the External Halyard Flagpole will carry over to the Internal Halyard Flagpole.

On 04/15/2021 8:48 AM Nick Bench <nbench@lippertbros.com> wrote:

Jeff,

Did you ever send over the submittal on the flagpole? If so, I must have missed it somewhere, can you resend?

Nick Bench

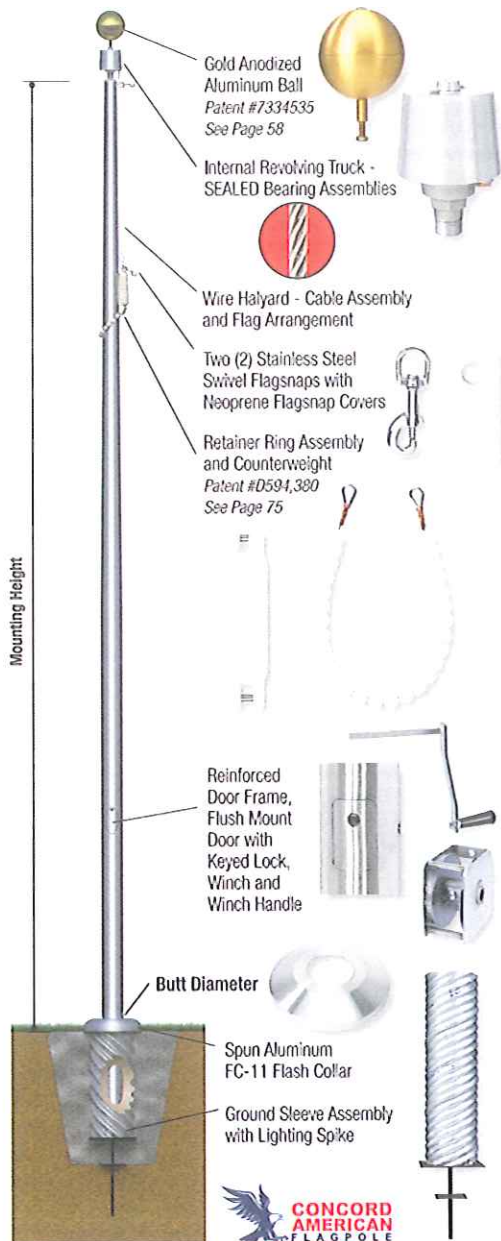
Project Manager

Independence Series - IRW

Internal Reinforced with Winch - Wire Halyard

The **Independence Series** from Concord American Flagpole is the perfect choice when your project calls for a commercial grade flagpole utilizing a heavy-duty Internal Halyard Winch and Wire Cable system. Offered in heights of 20' to 80', the reinforced welded door frame delivers exceptional strength, combining security with superior aesthetics achieved from a lockable flush mount door.

STANDARD FLAGPOLE ACCESSORIES - 6" to 8" BUTT DIAMETERS



Standard Specifications

- Patented, Heavy-Duty Gold Anodized Aluminum Ball
- Cast Aluminum Revolving Truck with SEALED Stainless Steel Bearing Assemblies, Aluminum Spindle, Cast Brass Exit Bushing and Removable Hood
- Complete Internal Halyard Assembly
 - Wire Halyard Cable Assembly
 - Flag Arrangement (8' x 12' and Larger Flags Include Heavy-Duty Shock Spring Assembly)
 - Two (2) Stainless Steel Swivel Flagsnaps
 - Two (2) Neoprene Flagsnap Covers
 - Patented, Plastic Coated Counterweight
 - Beaded Retainer Ring Assembly
- Stainless Steel Winch Assembly with Removable Hand Crank
- Reinforced Door Frame
- Flush Mount Access Door with Lock and Keys
- Spun Aluminum FC-11 Flash Collar
- Galvanized 16-Gauge Corrugated Steel Ground Sleeve with Steel Grounding Spike

Standard Upgrades - 10" & 12" Butt Dia. 40' to 80'

- Heavy-Duty Dual SEALED Bearing Truck
- Two (2) Heavy-Duty Stainless Steel Flagsnaps with Covers
- Heavy-Duty Cast Aluminum FC-11 Flash Collar
- Heavy-Duty 5/8" Ball Stem

Reinforced Welded Door Frame

Independence Flagpoles are engineered with an inset reinforced aluminum door frame welded into the precision cut door opening, providing additional strength and higher max wind speeds from each butt diameter/wall thickness combination. The efficiency of this design produces maximum strength-to-size ratios while providing a smooth, flush fitting door, making Independence IRW flagpoles the ideal choice in many applications. *For additional Winch option flagpoles, see Titan IWW Flush Mount Hinged Door Design (Page 30) and Sovereignty ISW Raised Reinforced Door Frame (Page 32).*



Proposal
Crown Electric

PO Box 850118
Yukon, OK 73085
405.324.9555 405.324.9559
OK 3112

Nick Bench
Project Manager
Lippert Bros. Inc

Subject: MWC Sports Lighting Phase I
Re: RFI #009
ELEC Spare Conduits Revised per RFI #009

Nick,

We are presenting the following cost change for the above mentioned RFI. If you have any questions please contact us.

Adding 2 - 2" spare conduits as shown on the drawing provided:

2300'	2" pvc and fittings	\$	4,945.00
32	2" PVC 90's	\$	1,248.00
1000'	Trenching	\$	1,400.00
1000'	Backfill	\$	1,400.00
	Labor	\$	3,040.00
	Profit 7.5%	\$	842.00
	Overhead 7.5%	\$	901.00
	TOTAL	\$	13,776.00

Thank you for your time and consideration in this endeavor. Again if you have any questions please feel free to contact us, we will be glad to assist you.

Date: July 29, 2021
Time: 2:07 pm

Signature: 

ACCEPTANCE of PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work as specified. Payment will be made as per specifications or every 30 days. Please sign and return this quote within 10 day. This quote is valid for 30 days from date of quote.

Date: _____

Customer Signature: _____

Title: _____

H & H Plumbing & Utilities, Inc.

381 W. Adkins Hill Road, Norman, OK 73072-9218
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

ic. No.
OK 02653

Contractor: <u>Lippert Brothers Construction, Inc.</u>	Ph.#: <u>478-3580</u>	Project: <u>Multipurpose Sport Complex Ph 1</u>
Address: <u>P.O. Box 17450</u>	Fax #: <u>478-3301</u>	Address: <u>9400 SE 29th Street</u>
<u>Oklahoma City, OK 73136-1450</u>	Email: nbench@lippertbros.com	<u>Midwest City, OK</u>

Labor, materials, staking & equipment to bore under SE 29th per change directive.


Bore street and connect to MWC water main.

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	Tapping sleeve	EA	1	3,850.00	3,850.00
2	Tapping valve & box	EA	1	1,650.00	1,650.00
3	Wet tap	EA	1	1,250.00	1,250.00
4	6" C-900 Water Pipe	LF	140	45.00	6,300.00
5	Street bore & Casing	LF	100	385.00	38,500.00
6	Vertical degree bends	EA	4	850.00	3,400.00
7	Fire Hydrant	EA	1	2,850.00	2,850.00
8	Hydrant Riser	EA	1	650.00	650.00
9	Gave Valve & Box	EA	1	1,550.00	1,550.00
10	Labor to place sand bedding	CY	30	10.00	300.00
11	Labor to place rock bedding & backfill	TON	50	10.00	500.00
12	Sand Bedding	CY	30	By MWC	BY MWC
13	Rock for bore pit	TON	50	By MWC	BY MWC
					60,800.00
	Staking				450.00
	Hydro Vac				1,450.00
	Trench Safety				2,500.00
	Temp Connection with a 2" line to a hydrant				1,750.00
	MWC Flush Meter				BY MWC
	Inspection fees				Not Required
	Maintenance bonds				Not Required
					66,950.00

Scope of Work Excludes

Sewer & water meter impact fees
 Payment & performance bonds (If required our rate is 1.44%.)
 Cost for relocation of any existing utility lines for this installation to go in

Contract Amount \$ 66,950.00

Submitted By: <u></u>	Title: <u>Project Manager</u>	Date: <u>7/30/2021</u>
Accepted By: _____	Title: _____	Date: _____



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: August 10, 2021

SUBJECT: Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive.

Dr. Bozalis requested we renew his lease in the Parklawn Professional Building, 2828 Parklawn DR where he has practiced dentistry for years. Although the City/Authority is uncertain of the ultimate fate of this building, we do not feel the decision will arrive until the completion of the Medical District Revitalization Plan, which will likely be wrapped up in late fall. Allowing Dr. Bozalis to stay for one more year will provide additional income to offset maintenance while the building's fate is decided.

We do not plan to renew any leases that stretch beyond September 1, 2022.

Please contact Robert Coleman, Economic Development Director, at (405) 739-1218 with any question.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "R. Coleman", written over a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment: Propoposed Agreement

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

THIS LEASE AGREEMENT (hereinafter referred to as “**Lease**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), the Midwest City Memorial Hospital Authority, a public trust (hereinafter referred to as “**Authority**”), and (William G. Bozalis, D.D.S.), (hereinafter referred to as “**Lessee**”) (**City, Authority** and **Lessee** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, the **City** and the **Authority** grant permission for use of their property which do not conflict with their primary purpose and uses; and

WHEREAS, the **Authority** owns certain real property located at 2828 Parklawn Drive, Midwest City, Oklahoma; and

WHEREAS, the property at 2828 Parklawn Drive, has been used in the past and is currently used as an office building; and

WHEREAS, the **Lessee**, wishes to lease suite #9 (which is 1,386 square feet) in the office building located at 2828 Parklawn Drive in Midwest City, OK; and

WHEREAS, the **Lessee**, wishes to lease suite #9 in the office building located at 2828 Parklawn Drive in Midwest City, OK for use as a dental office and the Practice of the Science of Dentistry; and

WHEREAS, **Lessee**, has leased suite #9 at 2828 Parklawn Drive for use as a dental office and the Practice of the Science of Dentistry. Currently, **Lessee**, is leasing said property as a dental office, said lease to expire on August 31, 2021; and

WHEREAS, the current lease requires the negotiation of a new lease agreement, for the continuation of the lessor, lessee arrangement; and

WHEREAS, the **Parties** desire to enter into a new lease with new terms for suite #9 at 2828 Parklawn Drive in Midwest City, OK; and

NOW THEREFORE, CITY, AUTHORITY, and Lessee agree as follows:

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

1. LEASE

A. Subject to the conditions and limitations in this **Lease**, the **City** and the **Authority** do hereby permit **Lessee** to enter, access and lease 2828 Parklawn Drive, Suite #9 (which is 1,386 square feet), Midwest City, Oklahoma (hereinafter referred to as “**Premises**”). **Lessee** will be permitted to enter and access the **Premises** for the purpose of installing, operating and maintaining such equipment, improvements, and facilities necessary to operate a dental office and the Practice of the Science of Dentistry.

B. This **Lease** is expressly limited to provide **Lessee** permission only to the extent **Lessee’s** use does not interfere with the use of the **Premises** by the **City** and the **Authority**. This **Lease** is subject and subordinate to the rights of the **City** and the **Authority** to the use of the **Premises** which will be dominant over all rights of **Lessee**. **Lessee** also acknowledges that the **CITY** or the **Authority** may permit events or activities near the **Premises**. The **City** or the **Authority** will provide **Lessee** notice of any such event or activity which the **City** or the **Authority** reasonably believe will limit **Lessee’s** access to the **Premises** and **Lessee** will directly coordinate its use and activities with the event or activities coordinator.

C. This **Lease** hereby closes and supersedes all previous agreements between the Parties, or previous owners of the **Premises** as identified in this **Lease**.

2. TERM

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3 (B):

A. The initial term of the **Lease** is shall commence on 12:00 am Central Daylight Time on September 1, 2021 and ending at 11:59 p.m. Central Daylight Time on August 31, 2022.

B. The **Parties** agree that at the end of the initial term, this **Lease** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an agreement is not signed by the **Parties**, the term will not be extended, the **Lease** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

C. This **Lease** is also subject to termination for breach of this **Lease** and as set forth herein.

3. CONSIDERATION

A. Rent is set at *nineteen thousand, two hundred dollars (\$19,200.00)* annually.

B. Rent is payable in monthly installments, with the first monthly rental payment of *One thousand, six hundred dollars (\$1,600.00)* due to the **Authority** by the **Lessee** on or before September 1, 2021 and is late if not received by the **Authority** by 4:00 pm on September 5, 2021.

C. Each subsequent monthly payment of rent is due on the 1st of each subsequent month and is late if not paid by 4:00 pm on the 5th of each subsequent month. Any late payment is subject to a fifteen (15%) late charge

D. Payment (in cash, money order, cashier's check or electronic transfer of funds) shall be made to:

Finance Department
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

E. Provided, however, should the **City** or the **Authority** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the initial term of this **Lease** or any renewal term for which consideration has been prepaid, the **Authority** will reimburse the **Lessee** for a pro rata share of the prepaid consideration for the prepaid unexpired term.

4. FACILITIES

Marking of Facilities: **Lessee** may clearly label and identify the **Premises** with its business name, dates and times of operation, and any other information necessary for the **Lessee** to operate the **Premises** as a dental office and the Practice of the Science of Dentistry.

5. RIGHT OF MIDWEST CITY AND AUTHORITY TO USE A PORTION OF 2828 PARKLAWN DRIVE.

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Lessee understands that the **City** and the **Authority** may use during the initial term and any renewal term, may either lease or use the other office space in the 2828 Parklawn Drive, Midwest City, Oklahoma office complex under the following conditions:

A. The **City** and the **Authority** agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the office complex; and

B. The **City** and the **Authority** agree to obtain and maintain, at their sole cost and expense, all governmental licenses, permits, or approvals necessary for their use of the office complex; and

C. Neither the **City** nor the **Authority** will use, nor will the **City** and the **Authority** permit its employees, agents, or contractors to use, any portion of the office complex in any way which interferes with the **Lessee's** use of the **Premises** unless the **City** and the **Authority** complies with the requirements set forth in Paragraph (1)(B) above.

6. MAINTENANCE OF FACILITIES

A. **Lessee** must keep and maintain the **Premises** in a safe condition and in good repair. In addition, **Lessee** must maintain throughout the terms of this **Lease** and must surrender upon the revocation, termination, expiration, or non-renewal of this **Lease** the **Premises** and in a clean and orderly condition.

B. **Lessee** shall not allow its employees, agents and/or contractors to park their cars on the street adjacent to the property or in the spaces provided for public use so designated by the **City** and/or the **Authority**.

7. REPLACEMENT OF FIXTURES/EQUIPMENT

Subject to the provision of this paragraph and other paragraphs in the **Lease**, **Lessee** may replace installed fixtures or equipment with similar and comparable fixtures and/or equipment for the **Premises**, provided said replacement of fixtures and/or equipment do not interfere with the **City** and the **Authority** use of the **Premises**. In the event **Lessee** deem it prudent or necessary to replace said fixtures and/or equipment, **Lessee** must notify the **City's** Economic Development

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Director in advance of said replacement(s), and the **City's** Economic Development Director will determine whether such replacements constitute the need for an amendment to the **Lease**. If the replacements are permitted under the same or similar terms as this **Lease** the **City's** Economic Development Director may give written approval.

8. REMOVAL

Upon termination, revocation, non-renewal, or expiration of this **Lease**, **Lessee** must, at its option: (1) remove all non-fixture equipment within ninety (90) calendar days; or (2) abandon said equipment in place and secure the **Premises**. Notwithstanding any provision in this **Lease**, all equipment that are not deemed fixtures of the **Premises** timely installed by **Lessee** will remain the personal property of the **Lessee** during the terms of this **Lease**. **CITY** and **Authority** consent to **Lessee's** right to remove all or any non-fixture equipment from time to time during the terms of this **Lease** in **Lessee's** sole discretion and without the **City's** and the **Authority's** consent. In the event that **Lessee** elects to remove the non-fixture equipment upon the expiration, non-renewal or earlier revocation or termination of this **Lease**, **Lessee** will, within ninety (90) calendar days of the date of such expiration, non-renewal, revocation or termination of this **Lease**, remove **Lessee's** personal property without damaging the **Premises**, or any property belonging to the **City**, the **Authority** or any other existing permittees. The **City** and the **Authority** will continue to provide **Lessee** with access to the **Premises** as set forth in this **Lease** to permit **Lessee** to remove **Lessee's** non-fixture equipment within such ninety (90) day period. Any personal property of the **Lessee** not removed within ninety (90) days will become the property of **City**, without cost or charge to **City**, to dispose of in any way that meets the needs and requirements of the **City** and the **Authority**. Should **City** decide to dispose of such property, **Lessee** will be liable and will reimburse the **City** and/or the **Authority** for any expense or cost in removal or disposal of **Lessee's** property either abandoned or not removed within the aforementioned ninety (90) days.

9. TERMINATION

This **Lease** will terminate at such time as: (1) the **Lessee**, of its own volition, ceases activities, or abandons use of said **Premises** for a period of three (3) months; or (2) **Lessee** fails to

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

timely make any monthly payments, and **Lessee** has not cured said monetary default within thirty (30) days of receipt of written notice from the **City** and/or the **Authority**; or (3) a breach (subject to any applicable cure period, if any) or default occurs as defined in this **Lease**; or (4) The **City** and/or the **Authority** determines the **Premises** are necessary for purposes of The **City** and the **Authority**. Should The **City** and/or the **Authority** make a determination that the **Premises** are necessary for its purposes, this **Lease** is terminable by the **City** and/or the **Authority** upon sixty (60) days written notice. In the event the **City** and/or the **Authority** terminates this **Lease** upon sixty (60) days written notice upon a determination of need of the **Premises** for the **City** and/or the **Authority** purposes, the **City** and/or the **Authority**, respectively, will make a reasonable effort, if possible on the **City** and/or the **Authority** property, to make available to **Lessee** an alternative existing location, if any reasonably practicable, to accommodate **Lessee**'s needs for said **Premises**. In addition to the foregoing and notwithstanding any provision contained in this **Lease** to the contrary, **Lessee** may, in **Lessee**'s discretion terminate this **Lease** without further liability by delivering written notice, sixty (60) days prior to the termination date to the **City** and the **Authority**; provided, however, that, in such event, **Lessee** will not be entitled to any refund or rebate of any monthly rental prepaid.

10. RESTORATION

Upon the revocation, non-renewal, expiration, or termination of this **Lease** for any reason whatsoever, **Lessee** must restore the **Premises** to a condition equivalent to its original condition, reasonable wear and tear excepted.

11. INSURANCE

A. **Lessee** must provide and maintain at all times throughout the term of this **Lease**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **City** and the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Lessee**'s, and its employees, use and occupancy of the premises and the activities conducted thereon. The insurance coverage required in this

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

paragraph must include the **City** and the **Authority** as additional insureds as their interest may appear under this **Lease** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** and the **Authority** within five (5) days of the execution of this **Lease**.

C. Lessee shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of Lessee including the **City** and the **Authority** as an additional insured as their interest may appear under this **Lease**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of **Lessee** in any other paragraph of this **Lease** or any indemnification or insurance requirement in any other paragraph of this **Lease**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Lease**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Lease** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which **Lessee** is performing restoration or remediation of the **Premises**.

E. Provided, however, should **Lessee** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** and/or the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Lease** may be terminated. Termination of this **Lease** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Lease**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of the **City** and the **Authority** to recover damages, expenses, losses or for personal

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Lease**.

12. INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold harmless the **City** and the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by **Lessee**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. **Lessee** must give the **City** and the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City** and/or the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** and/or the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Lease**.

13. NOTICES

A. Notices and other communications to the **City** and the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

Midwest City Economic Development Director
100 N. Midwest Boulevard
Midwest City, OK 73110

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

respectively, and notices or other communications to the **Lessee** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Dr. William G. Bozalis, D.D.S.
2828 Parklawn Drive, Suite #9
Midwest City, OK 73110

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Lease**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

14. ABIDES BY LAW

The **Lessee** must abide by the conditions of this **Lease**, the ordinances of **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Lessee’s** activities and **Lessee’s** use of the **Premises**. **Lessee** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement activities and the business located at the **Premises**.

15. LIMITATION

The **Lease** consideration and monthly rental fee provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Lessee** or incurred by the **City** and/or the **Authority** hereunder or under any insurance or indemnification provision herein.

16. ASSIGNMENT AND SUBLEASE

A. **Lessee** may not assign this **Lease** to any entity or third party without the written consent of the **City** and the **Authority**.

B. **Lessee** may not sublease its interest under this **Lease** without the prior written consent of the **City** and the **Authority**.

LEASE AGREEMENT
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WILLIAM G. BOZALIS, D.D.S.
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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

17. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Lease** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Lease**, unless specifically and expressly provided herein.

18. TIME OF ESSENCE

For the purposes of this **Lease**, time shall be deemed to be of the essence.

19. MULTIPLE ORIGINALS

This **Lease** shall be executed in multiple counterparts, each of which shall be deemed an original.

20. NONINTERFERENCE

This **Lease** authorizes **Lessee** to use and occupy a portion of the **Premises** for the purposes as provided herein. **Lessee's** activities and use may not in any manner permanently or temporarily interfere with existing or future **City** and/or **Authority** uses for the **Premises**.

21. PROPERTY INTERESTS

Lessee acknowledges and agrees that the **Premises** are first and foremost the property of the **City** and the **Authority**, and that the **Lessee** is not granted any property interest therein or by the terms of this **Lease**.

22. ANTI-COLLUSION

Lessee agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** and the **Authority** as to the terms or conditions of this **Lease**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City** and the **Authority**, either directly or indirectly, in procuring and execution of this **Lease**.

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

23. WARRANTY

Issuance of this **Lease** does not constitute or contain any express or implied warranties of title, interest, or right to possession of the **Premises** nor the physical condition of any property subject to this **Lease**. **Lessee** shall be responsible for identifying other property interests, permits, users, and licenses, if any, and arranging whatever additional permissions as may be required. The **Lessee** accepts the **Premises** “as is”.

24. BREACH AND DEFAULT

A. A breach of any provision of this **Lease** shall act as a breach of the entire **Lease** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Lease** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**. Provided however, any breach by **Lessee** which interferes with the operation or use of the **Premises** by the **City** and the **Authority** must be cured immediately; and the **City** and the **Authority** reserve the right to immediately terminate this **Lease** if **Lessee** fails to cure any such breach.

C. Should the **City** and the **Authority** breach this **Lease**, **Lessee** may only recover that proportion of the prepaid monthly rental for the unexpired term. **Lessee** may not collect or recover any other or additional damages, losses, or expenses.

25. ENVIRONMENTAL

A. **Lessee** shall not permit any chemical substance or hazardous material to be brought

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

upon, kept, or used in or about the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees to escape the **Premises**. **Lessee** shall notify the **City's** Economic Development Director of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees, except for storage, handling and use of reasonable quantities and types of such materials or substances used by **Lessee** in the ordinary course and the prudent conduct of **Lessee's** business, provided **Lessee** obtains the prior written approval of the **City's** Economic Development Director and provided that: (i) the storage, handling and use of such permitted hazardous substances must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements; (ii) the types and quantities of permitted hazardous substances must be reasonable and appropriate to the nature and size of **Lessee's** operations; (iii) no hazardous substance shall be spilled or disposed of on, in, under or around the **Premises** or otherwise discharged by **Lessee**. Provided, however, any such approval by the **City** Economic Development will not waive, negate, diminish, or limit the responsibility of the **Lessee** for any contamination or to indemnify the **City** and the **Authority**.

B. If **Lessee** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought onto the **Premises** by **Lessee** or its contractors, employees or agents results in contamination of the **Premises** or contamination of the water supply of **City**, or if contamination of the **Premises** or by the chemical substance or hazardous material otherwise occurs for which **Lessee** is legally liable, **Lessee** shall indemnify, defend and hold the **City** and the **Authority**, and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Lease** hereof as a result of such contamination.

C. This indemnification of the **City** and the **Authority** by **Lessee** also includes, without limitation, costs and expenses incurred in connection with any investigation of site

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

conditions or any clean-up, remedial, removal or restoration work required by the **City** and/or the **Authority** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Premises** caused by **Lessee**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its employees, agents or contractors results in any contamination of the **Premises**, or the water supply of **City**, **Lessee** shall promptly take all actions at its sole expense as are necessary to return the **Premises** and the water supply of **City** to the condition existing prior to the introduction of any such chemical substance or hazardous material; provided the **City's** Economic Development Director's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the **Premises** and water supply of **City**. The foregoing indemnity shall survive the expiration or earlier termination of this **Lease**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

26. INSPECTION

The **City** and the **Authority** and its employees and agents shall have the right, but not the duty, to inspect the **Premises** to determine whether **Lessee** is complying with the terms of this **Lease**.

27. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Lease**. This **Lease** is solely for the

LEASE AGREEMENT
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MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

benefit of the **Lessee**, the **City** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

28. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Lease** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Lease** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

29. CASUALTY

If any part of the **Premises** is damaged by casualty or Act of God, as to render the **Premises** unsuitable, in **Lessee's** sole determination, then **Lessee** may terminate this **Lease** by providing written notice to the **City** and the **Authority**, as **Lessee's** only recourse as to the **City** and the **Authority**, which termination will be effective as of the date of such casualty or other harm.

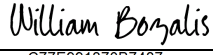
30. EFFECTIVE DATE

The Effective Date of this **Lease** is the date approved by the **City** and/or the **Authority** as the last party hereto.

LEASE AGREEMENT
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And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Lease on the dates set forth below.

LESSEE:



C77E991370B7487...
Dr. William G. Bozalis, D.D.S.

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LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2021.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

APPROVED by the Midwest City Memorial Hospital Authority this _____ day of _____, 2021.

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**

SARA HANCOCK, SECRETARY

CHAIRMAN

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (the “**Assignment**”) is entered into and shall be made effective as of 12:01 A.M. CST on the 28th day of July, 2021 (the “**Effective Date**”) by and between William G. Bozalis, an individual, and William G. Bozalis, DDS, MS, PC, an Oklahoma professional corporation, and William G. Bozalis, D.D.S., M.S., a resident of the State of Oklahoma, and Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.), an Oklahoma professional corporation, (hereinafter collectively, the “**Assignor**”), and BYU PEDS OKC LLC, a Delaware limited liability company (hereinafter the “**Assignee**”), as consented to by KG AL Holdings, L.L.C., an Oklahoma limited liability company (successor to 3 Corporate Plaza, LLC, per the Assignment and Assumption of Leases and Rents dated April 21, 2017) (hereinafter referred to as “**Landlord**”).

WITNESSETH:

WHEREAS, Assignor is the current Tenant under a certain Standard Office Building Lease Agreement dated June 15, 2001, and amended pursuant to an Amendment #1 to Standard Office Building Lease Agreement on April 8, 2002, and further amended pursuant to an Amendment No. 2 to Standard Office Building Lease Agreement dated June 29, 2005, and further amended pursuant to an Amendment No. 3 to Standard Office Building Lease Agreement dated March 30, 2010, and further amended pursuant to an Amendment No. 4 to Standard Office Building Lease Agreement dated May 13, 2015, and further amended pursuant to a Letter Agreement between Assignor and Landlord dated March 24, 2020, and further amended pursuant to a Fifth Amendment to Lease Agreement dated June 15, 2020, and in addition to the above-referenced Assignment and Assumption of Leases and Rents dated April 21, 2017, copies of which are attached hereto as Exhibit A (collectively, the “**Lease**”), covering the Premises located at 3613 NW 56th Street, Suite 105, Oklahoma City, Oklahoma 73112, at which location Assignor has heretofore carried on the professional practice of pediatric dentistry. The Standard Office Building Lease Agreement dated June 15, 2001 and Amendment #1 to Standard Office Building Lease Agreement dated April 8, 2002 erroneously state the Premises is located at both 3613 and 3625 NW 56th Street; however, the Premises is only located at 3613 NW 56th Street, as reflected in all subsequent amendments, in that certain building known as 3 Corporate Plaza.

WHEREAS, of even date hereof, Assignee has acquired substantially all of the operating assets of Assignor’s professional pediatric dentistry practice, and in connection therewith Assignee desires to acquire Assignor’s interest as Assignee in the Lease.

WHEREAS, Assignor is willing to assign its interest in the Lease to Assignee subject to the conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon the Effective Date of this Assignment, Assignor hereby assigns to Assignee all of its right title and interest in and to the Lease, the Premises covered by the Lease and the leasehold improvements, if any, contained therein.

Assignee hereby accepts this Assignment and agrees to perform and observe all covenants and conditions of the Lease as Tenant-Assignee thereunder which arise on or after the Effective Date. Accordingly, Assignee hereby assumes and agrees to pay all charges under the terms of the Lease, to the extent such charges arise on or after the Effective Date, including but not limited to payment of the rent and performance of the covenants, conditions, and stipulations in the Lease to be performed by the Assignee.

Assignee further agrees to indemnify and hold harmless the Assignor and any guarantor under the Lease against all actions, claims and demands whatsoever in respect of the said rents, covenants, conditions, and stipulations, and any and all obligations, claims and costs arising under the Lease on or after the Effective Date, including reasonable attorney's fees incurred by Assignor in defending any such claim.

Upon the Effective Date of this Assignment, Assignee and Landlord hereby agree to amend the Notice Address for Assignee, as Tenant, pursuant to paragraph 42 of the Lease, to:

BYU Peds OKC LLC
c/o Spring Dental
400 Riverwalk Terrace, Suite 250
Jenks, OK 74037
Attn: Scott Cole
Email: scole@thespringdental.com
Phone: (480) 620-8053

The above Notice Address also serves as Assignee's, as Tenant, contact information and billing information for the Lease.

To confirm, Landlord's Notice Address and contact information is:

KG AL Holdings, L.L.C.
Attn: Ken R. McGee
4324 Grant Boulevard
Yukon, OK 73099
Email: kmcgee@mcgeecre.com
Phone: (405) 265-3200

2. Assignor covenants that it is not in default under the Lease and agrees to indemnify and hold harmless Assignee from and against any obligations, claims or costs arising prior to the Effective Date, including reasonable attorney's fees incurred by Assignee in defending any such claim.

3. Assignee acknowledges that it has read a copy of the Lease, has had the opportunity to review the Lease with counsel of its choice and has not relied upon any oral promises, representations or assurances in regard to the Lease by Assignor, its employees or agents.
4. Landlord agrees that this Assignment shall effect a release of Assignor, and any guarantor under the Lease, and that it is hereby released and have no obligation for rentals or other costs, expenses, etc. in connection with the Lease, arising on or after the Effective Date. By way of clarification, this Assignment does not release the Assignor or any guarantor under the Lease from any obligation for rentals or other costs, expenses, etc. in connection with the Lease that arose prior to the Effective Date.
5. Assignor acknowledges that the Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises and that there exist no other understandings and agreements in connection herewith.
6. Assignee accepts the Premises "As Is".
7. This Assignment contains all prior negotiations and understandings between the parties and constitutes their entire agreement with respect to the subject matter hereof and may only be modified in writing executed by the parties.
8. This Assignment shall be governed in accordance with the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma.
9. This Assignment may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The parties expressly agree that if a signature on this Assignment is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy of, fax, email, PDF, Adobe image, jpeg, telegram, telex or telecopy), then such digital, mechanical, or electronic reproduction shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper, original wet-signature, penned manually by its signatory.

[Signatures Appear on the Following Page]

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: Will G. Bozalis DDS, MS
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: Will G. Bozalis DDS, MS
William G. Bozalis, President

Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: Will G. Bozalis DDS
William G. Bozalis, D.D.S., President

By: Will G. Bozalis DDS
William G. Bozalis, D.D.S., M.S.

ASSIGNEE:

BYU PEDS OKC LLC

By: _____
Name: _____
Title: _____

Landlord hereby acknowledges, consents, and
agrees to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.

By: Ken R. McGee
Title: Manager

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: _____
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: _____
William G. Bozalis, President


Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: _____
William G. Bozalis, D.D.S., President

By: _____
William G. Bozalis, D.D.S., M.S.

ASSIGNEE:

BYU PEDS OKC LLC

By: 
Name: Fred Cindlin
Title: Member

Landlord hereby acknowledges, consents, and agrees
to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.

By: Ken R. McGee
Title: Manager

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: _____
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: _____
William G. Bozalis, President

Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: _____
William G. Bozalis, D.D.S., President

By: _____
William G. Bozalis, D.D.S., M.S.

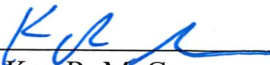
ASSIGNEE:

BYU PEDS OKC LLC

By: _____
Name: _____
Title: _____

Landlord hereby acknowledges, consents, and agrees
to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.

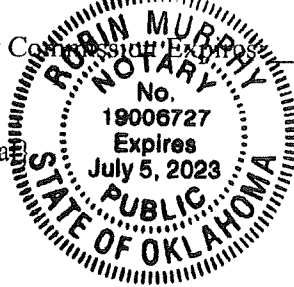

By: Ken R. McGee
Title: Manager

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

On this 27th day of July, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignor, William G. Bozalis, an individual, William G. Bozalis, President of William G. Bozalis, DDS, MS, PC, William G. Bozalis, D.D.S., President of Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.) and William G. Bozalis, D.D.S., M.S., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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 7/5/2023
{seal} 

Robin Murphy
Notary Public
Printed Name: Robin Murphy

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignee, _____, _____ of BYU Peds OKC LLC, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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

{seal}

Printed Name: _____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignor, William G. Bozalis, an individual, William G. Bozalis, President of William G. Bozalis, DDS, MS, PC, William G. Bozalis, D.D.S., President of Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.) and William G. Bozalis, D.D.S., M.S., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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

{seal}

Printed Name: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

On this 27th day of July, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignee, Creed Cardon of BYU Peds OKC LLC, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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: 4-23-2025

Teri Cariker
Notary Public

{seal}

Teri Cariker
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES April 23, 2025
COMMISSION #1006834

Printed Name: Teri Cariker

EXHIBIT A
to
ASSIGNMENT OF LEASE

- Standard Office Building Lease Agreement dated June 15, 2001
- Amendment #1 to Standard Office Building Lease Agreement dated April 8, 2002
- Amendment No. 2 to Standard Office Building Lease Agreement dated June 29, 2005
- Amendment No. 3 to Standard Office Building Lease Agreement dated March 30, 2010
- Amendment No. 4 to Standard Office Building Lease Agreement dated May 13, 2015
- Assignment and Assumption of Leases and Rents dated April 21, 2017
- Letter Agreement dated March 24, 2020
- Fifth Amendment to Lease Agreement dated June 15, 2020

(Attached here)



Animal Welfare
7221 NE 36th St
Midwest City, OK 73140
animalwelfare@midwestcityok.org
Office: 405-427-6640
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Vaughn Sullivan, Assistance City Manager

DATE: August 10, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the Town of Jones 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 Town of Jones 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 15th day of June, 2021, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **Town of Jones**, 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 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (**July 1, 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.



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer

pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: August 10th, 2021

Subject: Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,434.00, respectively.

The one year maintenance bonds from Commercial Construction Services, L.L.C. are for the sewer line improvements constructed for the Center Market Retail located at 5902 S.E. 15th Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

999066047

KNOW ALL BY THESE PRESENTS that we, Commercial Construction Services, LLC
_____, as Principal, and

The Ohio Casualty Insurance Company _____, as Surety, are held and firmly bound unto
the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full
and just sum of Three Thousand Four Hundred Thirty-four Dollars And Zero Cents

_____ dollars (\$3,434.00), such sum being
not less than ten percent (10%) of the total contract price to construct or install Public Sewer
Improvements - Center Marketplace Retails 5902 SE 15 St., Midwest City, OK

(the "Improvement"), for a period of 12 months after acceptance of the
Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the
payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors
and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Public Sewer Improvements - Center Marketplace Retails 5902 SE 15 St., Midwest City, OK

dated the September 2, 2020 agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 2nd day of September, 2020.

ATTEST:

[Signature]
Secretary

Commercial Construction Services, LLC
Principal

By [Signature]

The Ohio Casualty Insurance Company
Surety

ATTEST:

Kiana M. Pumphrey
Secretary Kiana M. Pumphrey

By Timothy A. Mikolajewski
Timothy A. Mikolajewski, Assistant Secretary

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, _____.

City Clerk

Mayor





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

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Commercial Construction Services, LLC
Agency Name: Rickets Fennell & Associates, LLC Bond Number: 999066047
Obligee: City of Midwest City
Bond Amount: (\$3,434.00) Three Thousand Four Hundred Thirty-four Dollars And Zero Cents
Contract Amount: (\$3,434.00) Three Thousand Four Hundred Thirty-four Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

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

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 2nd day of September, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

PROJECT NAME: Center Marketplace

PROJECT LOCATION: 5902 SE 15th St Midwest City OK

TYPE OF CONSTRUCTION: Sanitary Sewer Improvements

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 34,340.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 7/13/2021

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 13 day of July, 2021, personally appeared Dustin Halliburton, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: May 21, 2022

 NICOLE TYLER
Notary Public, State of Arizona
Maricopa County
Commission # 547312
My Commission Expires
May 21, 2022
[Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By Commercial Construction Services
CONTRACTOR

Date: 7/13/21

STATE OF Oklahoma)
)ss.
COUNTY OF Logan)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 13th day of July, 2021, personally appeared Trevor Rogers, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 03-30-25

[Signature]
NOTARY PUBLIC

REVISED: August 15, 2006 JMD

JESSICA ROGERS
Notary Public, State of Oklahoma
Commission # 17003096
My Commission Expires 03-30-2025



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

To: Honorable Mayor and Council

From: Terri Craft, Grants Manager

Date: August 10, 2021

Subject: Discussion and consideration for adoption, including any possible amendment to the reappointment of Mike Anderson, Ward 1, Greta Stewart, Ward 3, and Kathy Gain, Ward 5 appointees on the Citizens' Advisory Committee on Housing and Community Development for additional four-year terms.

The terms of Mike Anderson, Greta Stewart, and Kathy Gain will expire on August 12, 2021. All three wish to be considered for reappointment. Their new terms would expire 08/12/2025.

The Citizens' Advisory Committee on Housing and Community Development meets on call 4 to 5 times a year. Members of the committee serve 4-year terms.

The Citizens' Advisory Committee on Housing and Community Development members are listed as follows:

- Ward 1 - Mike Anderson, current term expires 8/12/21
- Ward 2 - Tammy Pote, current term expires 8/12/23
- Ward 3 - Greta Stewart, current term expires 8/12/21
- Ward 4 - Vacant
- Ward 5 - Kathy Gain, current term expires 8/12/21
- Ward 6 - Elaine Winterink, current term expires 8/12/23
- Mayor's Appointee - Vacant

Staff recommends approval.

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

Terri L. Craft
Grants Manager



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: August 10, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

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

<i>Inventory #</i>	<i>Manufacturer</i>	<i>Serial Numbers</i>
1808	Dell Optiplex 3020	GGLX482
986	Dell Optiplex 3020	83ZXK02
1056	Dell Optiplex 3020	5BQ9D42
1057	Dell Optiplex 3020	5BP3D42
2013	iPad Air	DMPT7A03HG6R
2058	Dell Latitude 5414	H55MG92
2054	Dell Latitude 5414	2M9LG92
2381	Dell Latitude 5414	8T1WSG2
2057	Dell Latitude 5414	G55MG92
2368	Dell Latitude 5414	HQ1WSG2
2373	Dell Latitude 5414	3V1WSG2
1813	Dell Precision T1650	HMNMWV1
932	Dell Optiplex 3010	H51F8Y1
1057	iPad Air	DMQLWFC2F4YD
1063	iPad Air	DMQLWD9JF4YD
1061	iPad Air	DMQLW777F4YD
1824	Dell Optiplex 3020	1F4YDB2
<i>Quantity</i>	<i>Hardware Type</i>	<i>Serial Number</i>
14	Dell Monitors	N/A
1	Desk top cabinet	N/A
2	MCT Batteris	N/A
4	MagTek Credit Card Reader	



DISCUSSION ITEMS





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: August 10, 2021

RE: Discussion and consideration of adopting, including any possible amendment, an increase in the longevity benefit and a 4.5 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2021.

Staff is recommending a \$25.00 increase to the longevity benefit (from \$125.00 per year to \$150.00 per year) and an across the board increase of 4.5 percent to the base salary of City Employees not covered under a collective bargaining agreement, to be effective July 1, 2021. This is a similar total increase to the negotiated increases for City Employees covered by collective bargaining agreements.

Staff recommends approval.

Respectfully,

Troy Bradley, Human Resources Director



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: August 10, 2021

RE: Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2021, through June 30, 2022.

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2021, through June 30, 2022. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Doug Beabout, on July 26, 2021. Changes in the proposed agreement from the previous agreement include the following items.

- The term of the agreement will be from July 1, 2021, through June 30, 2022.
- The City and the Local 2066 agree to update the promotion and eligibility qualifications for all ranks, effective January 1, 2022. There is new emphasis on certifications for promotion. Additionally, a new rank of Assistant Fire Marshal is included, along with tenure and certification requirements.
- The City and the Local agree to exchange the Sick Leave Savings Incentive program for a fitness incentive program (discussed below). Language is also cleaned up to reflect 40-hour workweek employees.
- Covered employees are able to use Holiday Leave in 0.25 hour (15 minute) increments. 10-hour shift employees receive 100 hours of Holiday Leave, the equivalent number of hours to ten (10) shifts, and the equivalent pro-rated accrual rate is included for when necessary to pro-rate Holiday Leave.
- The longevity benefit factor is increasing from \$125.00 per service year to \$150.00 per service year. No other changes to this article apply. Longevity pay still starts on the fourth (4th) year of service and is factored through the thirtieth (30th) year of service.
- An across the board increase of 4.40% was negotiated, to be retroactively effective on the start of the contract year, July 1, 2021.



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

- The City and the Local 2066 agree to update the incentive pay. The EMT incentive pay for employees assigned to the Prevention Section is removed. Committee pay is increased from \$23.08 per pay period to \$30.00 per pay period. CLEET Certification incentive pay in the Prevention Section is limited to those currently receiving it.
- A new Fitness Incentive Program is added to the Incentive Pay article. This program replaces the Sick Leave Savings Incentive Program. The pay for these incentives will be an annual amount and be on the same schedule as the old Sick Leave Savings Incentive. Covered employees will receive \$450.00 for successful completion of the annual SCBA Endurance Course and/or \$450.00 for successful completion of the annual FCE.
- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2021-2022 City Fiscal Year.
- The City and the Local 2066 agree to include language encouraging employees to get their annual, age-appropriate physicals through their personal medical providers.
- Language is updated to reflect that the Fire Prevention Division works 10-hour shifts.
- Language is updated to reflect and clarify that the City follows the FLSA in regard to overtime compensation. Previous language did not reflect the City's longtime practice.

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



Collective Bargaining
Agreement for Fiscal
Year
~~2020/2021~~ 2021/2022
Between

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

The City of Midwest City

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	PURPOSE OF AGREEMENT	4
2	RECOGNITION	4
3	AUTHORITY AND TERM	4
4	MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION ..	4
5	MANAGEMENT RIGHTS CLAUSE	5
6	PREVAILING RIGHTS.....	6
7	PROHIBITION OF STRIKES	7
8	UNION BUSINESS	7
9	SENIORITY	9
10	BULLETIN BOARD	10
11	SAFETY AND HEALTH	10
12	RESIDENCY REQUIREMENTS	11
13	OFF DUTY EMPLOYMENT	12
14	PROMOTION POLICY AND PROCEDURE	12
15	GRIEVANCE PROCEDURE	17
16	VACATION LEAVE	20
17	INJURY LEAVE	21
18	SICK LEAVE	21
19	EMERGENCY LEAVE	23
20	VEHICLE LIABILITY INSURANCE	23
21	HOLIDAY LEAVE	24
22	LONGEVITY	26
23	UNIFORM AND MAINTENANCE ALLOWANCE	27
24	WAGES	27
25	INCENTIVE PAY	28
26	MINOR MAINTENANCE	29

27	DUES AND SUBSCRIPTIONS	29
28	HEALTH BENEFITS	29
29	LIFE INSURANCE	30
30	HEALTH PHYSICAL	31
31	WORKING ON PERSONAL PROPERTY	32
32	HOURS OF WORK.....	32
33	OVERTIME AND CALLBACK.....	32
34	COMPENSATION AT SEPARATION	34
35	DRUG FREE WORKPLACE ACT.....	34
36	WAIVER.....	35
37	SUBSTANCE ABUSE POLICY.....	35
38	PENSION BENEFITS	35
39	SAVINGS CLAUSE	35
40	DISCIPLINARY ACTION	36

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

AUTHORITY AND TERM

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

SECTION 2. This Agreement shall be effective as of the, first day of July ~~2020~~2021, and shall remain in full force and effect until the last day of June ~~2021~~2022.

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

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

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

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

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

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

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

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

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

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

ARTICLE 6

PREVAILING RIGHTS

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

ARTICLE 7

PROHIBITION OF STRIKES

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

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

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

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

ARTICLE 8

UNION BUSINESS

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

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

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

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

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

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

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

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

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

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

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

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year.

The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

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

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

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

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

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

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

SECTION 5. In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

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

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

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

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

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

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

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

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

ARTICLE 11

SAFETY AND HEALTH

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

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

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

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

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

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

ARTICLE 12

RESIDENCY REQUIREMENTS

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

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

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

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

ARTICLE 14

PROMOTION AND REVIEW BOARD PROCEDURE

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

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

SECTION 3. Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The Promotions Committee will meet in the last quarter of the fiscal year to determine and publish the bibliography for all testing to be conducted in the next fiscal year. The bibliography will go into effect on July 1 and remain in effect during the next contract year.

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

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.

2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

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

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

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

A. Written Test

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

B. Assessment Center

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

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

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

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

New changes to Sections 9 through 18 shall be effective January 1, 2022.

SECTION 9. Eligibility - Firefighter (Corporal)

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

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. ~~Any applicant attaining the position of Sergeant (Apparatus Operator) must successfully complete the "Blue Card" Incident Command Certification Program within one year of attaining this position. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.~~

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. ~~Applicant must successfully complete Fire Officer I and a IFSAC Instructor I approved by the Fire Chief.~~ Applicants must also attend a ~~4~~ one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 12. Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board ~~Instructor I~~Officer II. Once the successful candidate has been placed on the Captain Promotion list, the candidate will complete the Captain Academy within six (6) months

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must ~~successfully complete Fire Officer II~~ be certified as an IFSAC or Pro Board Instructor II and have successfully completed a Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a ~~one~~ one-week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank. ~~Only Training and Ride-Out Majors will be allowed into Step 5 of the Major pay scale.~~

SECTION 14. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

SECTION 15. Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 16. Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years. Applicants must be certified as an IFSAC or Pro Board Officer I. Any applicant attaining the position of Fire Prevention Officer must be certified as an IFSAC or Pro Board Inspector I and successfully complete a fire investigation training within one (1) year of attaining this position as approved by the Fire Chief.

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

SECTION 17. Eligibility – Assistant Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of three (3) years as a Fire Prevention Officer. Applicants must be certified as an IFSAC or Pro Board Officer II and as an IFSAC or Pro Board Inspector II.

SECTION 1718. Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Applicants must have held the position of Fire Prevention Officer for a minimum of one (1) year and/or have held the rank of Lieutenant Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1)

year of attaining the position -Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

SECTION 1819. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 1920. Promotion Following Reduction in Rank

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

SECTION 2021. Rank and Classification

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

SECTION 2422. Promotion Review Board

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

2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

ARTICLE 15

GRIEVANCE PROCEDURE

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

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

SECTION 3.

Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.

Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.

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

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response which will include a copy of the original grievance form and all additional information within six (6) calendar days.

SECTION 4. If the grievance is unresolved after receipt of the answer from the City Manager, either party by mutual agreement may request impartial Mediation to resolve the matter. A request for Mediation will be made with the Federal Mediation and Conciliation Service within ten (10) calendar days of the City Manager's decision. If the matter is not resolved through Mediation the Union may request that the matter be submitted to impartial arbitration.

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

- A. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- B. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- C. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The

arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

- E. With respect to the interpretation, enforcement or application of the provisions of this Agreement, which do not relate to the statutory and Charter authority of the Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.
- F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

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

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

ARTICLE 16

VACATION LEAVE

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

- A. Employees working eight (8) hour shifts:

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

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

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

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

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for eight (8) hour workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for eight hour workers shall be paid at the straight rate of hourly pay through June, 2008.

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

ARTICLE 17

INJURY LEAVE

SECTION 1. Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's accrued leave. While on injury leave the members of the bargaining unit will continue to accrue leave; additionally, any extension of injury leave or leave accruals beyond six (6) months shall be subject to the City Manager's approval.

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

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

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

ARTICLE 18

SICK LEAVE

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

- A. Personal illness or physical incapacity, resulting from causes beyond the employee's control.
- B. Medical, dental or optical appointments not to exceed four (4) hours each.
- C. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

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

SECTION 3. Employees working ~~8-hour shifts~~a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working ~~eight (8) hour shifts~~a

~~40-hour workweek~~- may accumulate up to a maximum of nine hundred, thirty-nine (939) hours and shall be paid for accumulated hours over 939.

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

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

SECTION 6. Upon termination of employment

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

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

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

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

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

SECTION 98: Employees transferring from twenty four (24) hour shift to ~~an eight (8) hour shift~~ a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of ~~a 40-hour workweek~~ an eight (8) hour shift employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

ARTICLE 19

EMERGENCY LEAVE

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

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

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

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

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

ARTICLE 20

VEHICLE LIABILITY INSURANCE

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

ARTICLE 21**HOLIDAY LEAVE****SECTION 1.** 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in ~~12 or 24-hour increments and/or up to forty eight (48) hours in one (1).~~25 hour hour increments.

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

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

SECTION 2. 8-Hour and 10-Hour Shift Employees:

- A. All 8-hour shift employees covered by this Agreement are entitled to eighty (80) hours of Holiday Leave per year. All 10-hour shift employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

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

Two additional days of each employee's choosing

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

- B. If an 8-hour/10-hour employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.
- C. Employees working ~~eight (8) hour~~ 8-hour/10-hour shifts and completing their probationary year shall have their Holiday Leave computed as accruing 3.08/3.85 hours respectively in each of the ~~twenty~~twenty-six (26) pay periods remaining in the fiscal year.
 - D. Employees may take Holiday Leave in ~~4 or 8 hour increments and/or the employee may take up to eight 8 hours in one (1).~~25 hour increments.
 - E. All 8-hour/10-hour shift employees are required to use a minimum of 64/80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. ~~Employees 8-hour/10-hour shift employees~~ may elect to be paid for up to ~~eight (8)~~8/10 hours in the first paycheck in December and/or up to ~~sixteen (16)~~16/20 hours in the second paycheck in June, respectively.

ARTICLE 22

LONGEVITY

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

Employees ~~hired after June 30, 1983~~ shall be eligible to receive the following longevity benefit ~~effective July 1, 2018, at the beginning of their 5TH year (49TH month) of service based on the employee's hire date; effective July 1, 2019, at the beginning of their 4th year (37th month) of service based on the employee's hire date.~~ With the following Longevity table:

	Years of Service		Annual Longevity Pay		Per Payday Longevity Pay
\$150.00 \$125.00	4		\$600.00 \$500.00		\$23.08 \$19.23
\$150.00 \$125.00	5		\$750.00 \$625.00		\$28.85 \$24.04
\$150.00 \$125.00	6		\$900.00 \$750.00		\$34.62 \$28.85
\$150.00 \$125.00	7		\$1,050.00 \$875.00		\$40.38 \$33.65
\$150.00 \$125.00	8		\$1,200.00 \$1,000.00		\$46.15 \$38.46
\$150.00 \$125.00	9		\$1,350.00 \$1,125.00		\$51.92 \$43.27
\$150.00 \$125.00	10		\$1,500.00 \$1,250.00		\$57.69 \$48.08
\$150.00 \$125.00	11		\$1,650.00 \$1,375.00		\$63.46 \$52.88
\$150.00 \$125.00	12		\$1,800.00 \$1,500.00		\$69.23 \$57.69
\$150.00 \$125.00	13		\$1,950.00 \$1,625.00		\$75.00 \$62.50
\$150.00 \$125.00	14		\$2,100.00 \$1,750.00		\$80.77 \$67.34
\$150.00 \$125.00	15		\$2,250.00 \$1,875.00		\$86.54 \$72.12
\$150.00 \$125.00	16		\$2,400.00 \$2,000.00		\$92.31 \$76.92
\$150.00 \$125.00	17		\$2,550.00 \$2,125.00		\$98.08 \$81.73
\$150.00 \$125.00	18		\$2,700.00 \$2,250.00		\$103.85 \$86.54
\$150.00 \$125.00	19		\$2,850.00 \$2,375.00		\$109.62 \$91.35
\$150.00 \$125.00	20		\$3,000.00 \$2,500.00		\$115.38 \$96.15
\$150.00 \$125.00	21		\$3,150.00 \$2,625.00		\$121.15 \$100.96
\$150.00 \$125.00	22		\$3,300.00 \$2,750.00		\$126.92 \$105.77
\$150.00 \$125.00	23		\$3,450.00 \$2,875.00		\$132.69 \$110.58
\$150.00 \$125.00	24		\$3,600.00 \$3,000.00		\$138.46 \$115.38
\$150.00 \$125.00	25		\$3,750.00 \$3,125.00		\$144.23 \$120.19
\$150.00 \$125.00	26		\$3,900.00 \$3,250.00		\$150.00 \$125.00
\$150.00 \$125.00	27		\$4,050.00 \$3,375.00		\$155.77 \$129.84
\$150.00 \$125.00	28		\$4,200.00 \$3,500.00		\$161.54 \$134.62
\$150.00 \$125.00	29		\$4,350.00 \$3,625.00		\$167.31 \$139.42
\$150.00 \$125.00	30		\$4,500.00 \$3,750.00		\$173.08 \$144.23

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

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

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

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

SECTION 3. The employer shall reimburse employees for damage or destruction of cell phones up to three hundred and twenty five dollars (\$325.00).

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

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

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

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

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

ARTICLE 24

WAGES

SECTION 1. The pay plan contained in Addendum "A" attached to this Agreement shall ~~include a 4.4% COLA~~ be implemented effective July 1, ~~2020~~2021, and shall run the ~~course-term~~ of this contract.

~~Both the City and the Local mutually agree to reopen this article for negotiation in January of 2021. The purpose of renegotiating this article in January of 2021 shall be to evaluate the City's economic ability to provide a cost of living allowance, or COLA, to the pay plan contained in Addendum "A".~~

ARTICLE 25

INCENTIVE PAY

SECTION 1. The Employer agrees to pay \$10.00 per pay period to registered EMT Intermediate/Advance and \$20.00 per pay period to registered EMT Paramedics covered under this collective bargaining agreement. . Provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. ~~The Employer further agrees to pay \$46.15 per pay period to registered EMTs who are assigned to the Prevention Section.~~ Such payment shall be made only as long as the employee maintains

the required certification or registration according to State of Oklahoma Department of Health requirements.

SECTION 2. The Employer agrees to pay \$34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and investigation training as approved by the Fire Chief. The Employer further agrees to pay \$23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.

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

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

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

SECTION 6. The Employer agrees to pay ~~\$23.08~~\$30.00 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA, Apparatus, and Honor Guard.

The Employer also agrees to pay ~~\$23.08~~\$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

SECTION 7. The employer agree to pay \$23.08 per pay period to those employees assigned to the Prevention Section that are CLEET Certified. Anyone not receiving this CLEET Certification Incentive Pay as of July 1, 2021, shall not be eligible to receive this incentive pay.

SECTION 8. The employer agrees to pay \$72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

Section 9. The employer agrees to pay each member of the bargaining unit \$450 for successful completion of the SCBA Endurance Course and/or \$450 for the successful completion of the annual Functional Capacity Exam. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.

ARTICLE 26

MINOR MAINTENANCE

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

ARTICLE 27

DUES AND SUBSCRIPTIONS

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

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, ~~2020~~2021, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan Health Plan *Preferred PPO Network* ~~\$218.37~~\$229.05 for the employee, or ~~\$413.72~~\$438.03 for the employee and their dependent spouse, or ~~\$275.27~~\$292.89 for the employee and their dependent child(ren), or ~~\$553.51~~\$584.52 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

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

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

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

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

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

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

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

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of fifty thousand dollars (\$50,000) and a double indemnity benefit for accidental death in the amount one hundred thousand dollars (\$100,000).

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

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

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

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

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

SECTION 3. The City of Midwest City encourages employees to get an annual and age-appropriate physical through their primary care physician (PCP) or preferred healthcare provider. In accordance with the Patient Protection and Affordable Care Act (ACA), such an annual physical or wellness exam shall be covered by the health plan without any cost to the employee. The employee shall communicate with their PCP that they are

requesting an annual physical covered by the ACA. Services performed outside the scope of the routine physical or wellness exam may have costs to the employee associated with the services (e.g., treatment for a muscle ache, soreness, illness, or other specific issue addressed at the same appointment as the annual physical or wellness exam).

ARTICLE 31

WORKING ON PERSONAL PROPERTY

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

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.
- C. No City equipment or supplies will be used.

ARTICLE 32

HOURS OF WORK

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

SECTION 2. Personnel assigned to the Training Division shall work 8-hour shifts ~~shall work on~~ a forty (40) hour average week in a 28-day work period. An exception to these hours of work may be necessary to address specific training activities as recommended by the Chief of Training, and as approved by the Fire Chief.

SECTION 3. Personnel assigned to the Fire Prevention Division shall work 10-hour shifts on a forty (40) hour average week in a 28-day work period under a two-platoon system. The work week will be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday, or Saturday, Sunday, Monday. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

ARTICLE 33

OVERTIME AND CALLBACK

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

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

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

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

Overtime Determination

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

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

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each

27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

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

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

~~If an employee is placed in one of the above non-work status during his normal work period, any overtime work is to be performed at straight time pay. Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.~~

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

ARTICLE 34

COMPENSATION AT SEPARATION

SECTION 1: An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

SECTION 2: Members of the bargaining unit agree to complete and submit to the City's Human Resources Office a Beneficiary Designation as to Final Wages and Benefits (BDFWB) found in the rear of the Collective Bargaining Agreement (CBA) in the event of a life change such as marriage, divorce, and/or in the event of the death of a beneficiary currently listed on the BDFWB form. The BDFWB form will be maintained in the member's Official Personnel File for record keeping purposes.

ARTICLE 35**DRUG FREE WORKPLACE ACT**

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

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

ARTICLE 36**WAIVER**

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

ARTICLE 37**SUBSTANCE ABUSE POLICY**

The parties agree to the Substance Abuse Policy attached hereto as Exhibit "A" for Fiscal Year 2020-21.

ARTICLE 38

PENSION BENEFITS

Effective Pay Period Ending 2/20/2019 the employer agrees to pay fourteen percent (14%) of each employee's total actual paid gross salary to the Oklahoma Firefighters Retirement System the employee will be required to pay the remaining nine percent (9%) for a total of twenty three percent (23%), in accordance with Title 11 O.S. § 49-122.

ARTICLE 39

SAVINGS CLAUSE

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

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

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

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

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

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

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

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

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

SECTION 3. The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties at the conclusion of the investigation prior to the ARB meeting. The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

ARTICLE 41

DURATION OF AGREEMENT

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, 2020, and shall remain in full force and effect until midnight June 30, 2021.

IN WITNESS WHEREOF, the parties set their hands this 28 day of July 2020.

ATTEST:

THE CITY OF MIDWEST CITY, OKLAHOMA

City Clerk

Mayor

ATTEST:

MIDWEST CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL #2066

Secretary

President

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

Human Resources Director

APPROVED AS TO FORM AND LEGALITY this 28 day of July 2020.

City Attorney

MIDWEST CITY FIRE DEPARTMENT

EXHIBIT A

SUBSTANCE ABUSE TESTING POLICY

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

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

This policy implements 49 CFR 30 (Federal Highway Administration or FHWA) requirements for drug and alcohol testing for Commercial Driver's License holders, 49 CFR 655 (Federal Transit Administration or FTA) rules for employees performing safety-sensitive work on CDL class vehicles, and the Oklahoma Workplace Drug and

Alcohol Testing Act. **Any violation of this policy shall remove an applicant from consideration for employment and shall subject an employee to disciplinary action, up to and including termination.**

It is the City's policy to:

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

This policy is designed to:

- A. Detect the use of prohibited drugs by urine or saliva testing.
- B. Detect the misuse of alcohol by breath testing.
- C. Deter the misuse of drugs and alcohol by providing education and training about the safety and health ramifications of substance abuse.

**Revised: 5/00
2/20**

This policy is intended to comply with all applicable federal and state regulations for prevention of prohibited drug and alcohol use as well as standards for drug and alcohol testing. The U.S. Department of Transportation (DOT) regulations are found in 49 CFR, Part 653 and Part 654, as amended, and 49 CFR, Part 40, as amended, and State of Oklahoma regulations are found in OAC 310:638 and Title 40 O.S. § 551 et seq.

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

STATEMENTS OF POLICY:

Treatment and Rehabilitation. The City of Midwest City is invested in its employees'

health and welfare and realizes that members within the organization may develop an issue with drug and/or alcohol abuse. The City provides an Employee Assistance Program (EAP) for employees to reach out to, confidentially, if they determine that they need treatment or rehabilitation, as well as medical plan coverage for both inpatient and outpatient treatment. The Human Resources Director is the administrator of and contact for the EAP. When this opportunity is appropriately taken, the employee may use accrued leave for treatment and rehabilitation. Employees who believe they may have an alcohol or drug usage problem are encouraged and expected to voluntarily seek confidential assistance from the EAP. However, it is the policy of the City of Midwest City that these attempts be made prior to the failing of a drug or alcohol test. Once a test is failed and verified, it becomes a matter of employee misconduct and therefore subject to disciplinary action, up to and including termination.

Prohibitions. This policy prohibits the following:

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

**Revised: 5/00
2/20**

- E. Failing to notify the employee's supervisor, before beginning work, that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
- F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.
- G. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription **must** be in the employee's name.

- H. Refusing to submit to an inspection as described in the enforcement section of this policy when requested by a supervisor, in accordance with this policy.
- I. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or (b) pursuant to a written agreement between the City and the employee.
- J. Violating any criminal drug or alcohol statute while working, or conviction under any criminal drug statute.
- K. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

Medical Marijuana: It is important to note that the Federal Government lists marijuana as an illegal drug. While medical marijuana may now be legal in Oklahoma, employees in safety-sensitive positions and employees in non-safety-sensitive positions who do not possess valid medical marijuana licenses should understand that it is a violation of the City's drug policy and procedure to test positive for THC in a post-accident, random, for-cause, return to duty, or follow-up drug test. This also applies to pre-placement drug tests. An employee's status as a medical marijuana license holder shall not be taken into consideration by the City in the instance of a positive THC result for employees in safety-sensitive positions. Any City employee found to be in possession of, consuming, or under the influence of marijuana while working, representing the City, on City-related business, or while on or in City property shall be subject to disciplinary action, up to and including termination, for misconduct in violating this policy. "Under the influence" includes observable appearance, behavior and/or conduct. **New 2/20**

Safety-Sensitive Positions: Positions that are designated as "safety-sensitive" are exempt from medical marijuana protections. Safety-sensitive positions include those positions that the City reasonably believes affect the safety and health of others. As defined by statute, some safety-sensitive positions include, but are not limited to, positions that work with hazardous materials, operate vehicles or machinery, maintain equipment, work with utilities, prepare/handle food and/or medicine, carry a firearm, qualify as police/peace officers or firefighters, or care for patients or juveniles and children. Safety-sensitive designations shall be included in applicable job descriptions and vacancy postings. **New 2/20**

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

Enforcement. When there is a reasonable suspicion to believe that an employee's job performance and/or behavior may be impaired by drugs or alcohol, the supervisor shall take the steps outlined in the "for-cause" testing section of this policy to address the situation. The employee may be directed to submit an alcohol/drug test and/or be subject to search of property in which the City maintains control or joint control with the employee.

Impairment. It is the responsibility of all City employees to report any behaviors of employees that indicate potential impairment by drugs or alcohol to their supervisor and/or manager. These reports shall be addressed by the supervisor and/or manager with urgency and in as much confidence as the specific circumstance allows.

Drug and Alcohol Testing. Testing under this policy generally means a urinalysis or oral fluid test for drug testing and an evidential breathalyzer test for alcohol testing, administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other methods are allowed by Oklahoma State Department of Health Rules OAC 310:638-1-4 for initial detection of the presence for drug and/or alcohol. Hair testing is also allowed for initial and confirmation drug testing. Saliva is also allowed for initial alcohol testing; additionally, blood testing is allowed for initial and confirmation testing for alcohol.

**Revised: 5/00
2/20**

Drug Testing by Urinalysis: The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. For all general employees, CDL holders and individuals tested under the reasonable suspicion or for-cause standard, no observer shall be present when the initial sample is collected. In the event that there is evidence that a sample has possibly been altered or adulterated by the donor (e.g., temperature outside the range of 32-37⁰ C/90-100⁰F) or that the sample is a substance other than urine, another specimen will be taken under the direct supervision of a collection site person of the same gender as the donor, and both specimens shall be forwarded to the testing facility for testing. Standard and lawful procedural actions shall be taken in all tests to ensure the sample is from the subject and was actually passed at the time noted on the record.

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain-of-custody. Unless specifically noted, all testing will be done using SAMHSA procedures and threshold levels. Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

Drug Testing by Oral Fluid (saliva): Unlike urinalysis, the testing of saliva does not require the quarantine of a restroom. The donor is given an oral swab by the collector. This swab is placed inside the donor's mouth, under the tongue. When an adequate

amount of saliva has been collected, the swab is then placed in transport tube by the donor and handed to the collector. As with urinalysis, each step in the collection and processing of the saliva specimen shall be documented to establish procedural integrity and the chain-of-custody. Specimen samples shall be sealed and labeled. A large enough sample will be taken for a second, follow-up test. **New 2/20**

Fraudulent Samples: Any employee providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall immediately be placed on administration leave (pending testing results) and be subject to discipline, up to and including termination. Any applicant providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall be removed from hiring consideration. **New 2/20**

Drug Test Classifications: Under this policy, and in accordance with state and federal law, there are different classifications of workplace drug and alcohol testing. The following describes each classification:

- I. **Pre-Employment Testing:** The City shall conduct post-offer, pre-employment testing examinations designed to prevent the hiring of individuals who use illegal drugs or abuse prescription drugs. All selected applicants for positions within the City, except for temporary employees, are required to pass a post-offer, pre-employment drug and alcohol test prior to being hired. The test is a condition of employment and will be administered after a conditional offer of employment has been made and prior to any tentative start date. Applicants that hold a current CDL license will be required to submit to a DOT drug/alcohol test if the applicant is to perform or may perform job tasks that require the operation of CDL class vehicles. The test consists of the submittal of both a urine or saliva sample and a breath alcohol test at a facility under the direction and arrangement by the Human Resources Department.

Any applicant who fails or refuses to submit to such testing shall be denied employment. A confirmed positive test for illegal drugs or alcohol will exclude an applicant from being hired, regardless of position applied for. A confirmed positive test for THC will automatically exclude an applicant for a safety-sensitive position from being hired.

All applicants, except Police Officers and Firefighters, will be tested under the procedures contained in this policy which are consistent with the procedures for CDL holders. Pre-employment testing for prospective Police Officers and Firefighters will be done according to the drug and alcohol testing protocols and standards that are on file in the office at the State Police or Fire Pension System. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for 12 months by proper storage method to allow for further testing if necessary.

- II. For-Cause Testing:** Title 40 O.S. § 554 states that a public employer may request or require an employee to undergo drug or alcohol testing at any time there is reasonable cause to believe that the employee may be under the influence of drugs or alcohol or has violated this policy, including, but not limited to, the following circumstances:
- A. When a reasonable suspicion exists that the employee or another person has sustained an injury, or property of the City has been damaged as a direct result of the employee's substance abuse;
 - B. Drugs or alcohol are found to be on or about the employee's person or in the employee's vicinity;
 - C. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol;
 - D. A report of drug or alcohol use while at work or on duty;
 - E. Information that an employee has tampered with drug or alcohol testing at any time;
 - F. Negative performance patterns; or
 - G. Excessive or unexplained absenteeism or tardiness.

When a supervisor and/or manager notices or an employee reports noticing an employee exhibiting any of the above (or other suspicious) behaviors, the supervisor and/or manager shall not delay in addressing the situation. Upon becoming aware of the situation, the supervisor shall:

- A. Observe the employee's behavior and speech;
- B. Temporarily suspend employee's involvement in any safety-sensitive activity;
- C. Keep the employee in the location under supervision;
- D. Document in writing the facts constituting cause;
- E. Communicate with management the concern;
- F. Contact Risk Management and report the concern;
- G. Obtain written statements from any reporting employees; and
- H. Maintain decorum and confidentiality for all parties involved.

Once the supervisor has established cause and Risk Management has been contacted:

- A. The employee shall be interviewed by both the supervisor and a witness, (minimum supervisor level), preferably from Risk Management.
- B. All parties involved with the interview of the employee shall be in full agreement that cause has been established.
- C. Upon the conclusion that cause exists, Risk Management shall communicate the situation to Human Resources and ensure that appropriate management has been notified.
- D. Risk Management shall immediately arrange for drug and alcohol testing of the employee.
- E. The employee is to remain under direct supervision once cause is established. They are to be visible at all times and NOT allowed to use the restroom or drink anything.

- F. The Risk Management representative shall take the employee directly to the testing facility.
- G. In the matter of for-cause testing, all substances allowed by law to be tested through urine or saliva sampling shall be tested for.
- H. The employee shall, in accordance with this policy, provide accurate contact information (a minimum of two (2) phone contacts) to both the testing facility AND Risk Management to ensure a Medical Review Officer (MRO) can contact the employee if need is established.

When the employee's test has been submitted, the following shall take place:

- A. The employee shall be placed on administrative leave, pending results.
- B. The results will be evaluated by the laboratory as stated in this policy.
- C. Any initial positives shall be forwarded to the MRO for evaluation.
- D. The MRO will contact the employee for an interview. The employee shall, in compliance with this policy, make themselves available to the MRO and shall cooperate with this process.
- E. The MRO then determines if there are any legitimate medical reasons for a positive test through the interview with the employee, review of the employee's medical records or a request that the employee be seen by a MRO approved physician.
- F. Once notified by the MRO, the employee has a right to request that the B bottle of the original specimen be tested.
- G. The MRO verifies results as negative, positive, refused, or cancelled.

The results of the drug test are communicated to Risk Management and by Risk Management to Human Resources. The employee will be notified by mail of the results as well. In the case of a negative result the employee shall be allowed to return to work, yet may be recommended to consult with the EAP Professional to address the behavior that originally constituted cause.

In the case of a confirmed positive, the employee shall remain on administrative leave. The employee shall be referred to a SAP for evaluation and determination of intervention level. In addition, as this is an issue of employee misconduct, the matter will be turned over to the Human Resources Director. The issue of discipline is addressed in the Discipline section of this policy.

- III. **Non-DOT Random:** As a provision of this policy, as well as in accordance with DOT and pension system requirements, the City of Midwest City conducts random drug and alcohol testing. Throughout the calendar year, (at least quarterly), all City employees in safety-sensitive positions will be subject to such testing. These individuals include, but are not limited to, Police Officers and Firefighters, employees with drug interdiction responsibilities, employees authorized to carry firearms, employees engaged in activities which directly affect the safety of others, employees who drive city vehicles, employees working in direct contact with juveniles, jailors, and supervisors of

the above enumerated employees. Ten (10%) percent of the total Police and Fire employees will be subject to random testing on an annual basis.

The selection process for random drug testing for the City of Midwest City is as follows:

- A. Safety-sensitive employees' names are kept and maintained on an Excel spreadsheet by department.
- B. An additional list is established for employees that are subject to DOT mandated drug and alcohol testing.
- C. Each list has the employees' names with a corresponding line number.
- D. Each drawing sample is inputted onto a random sequencing generator online and the sequence is generated. That sequence is immediately printed and becomes the drawing. Each drawing sample pulled from the computer has the date and time of the drawing. The printed random sequence shall remain with all documentation regarding the random test.
- E. The drawing sample is then compared to the spreadsheet and, depending on the department size, the pre-determined amount of numbers; from top down is what determines who the selected individuals shall be. For example, if department size determines that four people are to be tested, the first four numbers of the random sequence are the compared to the spreadsheet. The name(s) coinciding with the selected number(s) is the selected person(s) and shall report for the drug and alcohol test.
- F. Upon the determination of the person(s) drawn, an equal amount of "alternate" number(s) will determine the alternate(s) for the primary drawing. These alternates shall be selected using the original random sequence list that determined the primary selectees.
- G. In the event that an employee that has been selected to submit for a test is not at work the day of the test, the pre-drawn alternate will report to the testing site instead. If both the primary and alternate selectees are absent the day of the test, the department head and designee shall submit written notification to the Risk Management office that the employee and alternate are/were absent at the time of testing. This must be done within 24 hours of the testing process.

How the testing works:

- A. Once notified of the test, the employee is to report directly to the test site immediately with their identification. If a manager has been notified in the morning that an employee is to report for a random drug and alcohol test in the afternoon, the employee shall NOT be notified until it is time to report for testing. Once the employee is notified, THEY MUST report to the testing site immediately.
- B. Employees ARE NOT allowed to stop anywhere along the way for ANY reason. An employee that does not follow this directive exactly will be in violation of this policy and subject to disciplinary action based on that violation.

- C. The selected employees are not allowed to bring any food or beverage to the testing site.
- D. Once at the testing site, the employee will not be allowed to leave the building for ANY reason including, but not limited to, to get an ID from their vehicle, smoke, or lock their vehicle, without being under the direct supervision of a certified testing agent or a member of Risk Management.
- E. Employees shall fill out the appropriate non-DOT form after signing in. Any contact information provided on the forms shall be ACCURATE and ACTIVE. In the event that a MRO needs to contact the employee, the employee must submit to that interview process as a condition of compliance with this policy.
- F. The employee(s) shall follow the directions and instructions of the testing facility personnel while submitting samples.
- G. *For Urine Testing:*
 - 1. Under initial testing, the employee will be allowed privacy when giving the sample. Direct supervision is not allowed.
 - 2. The employee must provide enough of a sample that the sample can be divided into two adequate samples.
 - 3. If the employee is unable to provide a sample at the time they report to the test site, they have two (2) hours from the time that they sign in to produce a sample. Not submitting a sample within that time period is considered a failed test.
 - 4. In the event the sample provided by the employee has been tampered with, i.e., temperature out of range, suds, discolored, etc., the sample will be deemed adulterated and the employee shall be required to submit a second sample.
 - 5. When submitting a second sample due to suspected adulteration, the sample will be provided under direct supervision of a same-gender tester. If one is not available at the test site, the employee shall be driven by Risk Management or their supervisor to a testing facility immediately.
- H. *For Oral Fluid Testing:*
 - 1. The employee will be provided an oral swab by the collector to obtain the sample.
 - 2. The employee must keep the swab under their tongue long enough to obtain the adequate amount of saliva.
 - 3. The swab is then placed inside the transport tube and labeled by the collector.
- I. Breath alcohol testing results are provided to the employee at the time of testing.
- J. Drug testing results are generated at the laboratory and may take up to 48 hours to receive results.
- K. Any initial positives shall be forwarded to the MRO and a subsequent investigation will begin.
- L. Employees shall cooperate and be truthful with the MRO as a condition of this policy.

- M. Results of drug and alcohol testing are to be communicated to the employee by mail from the Human Resources Department.
- IV. DOT Random Testing:** Many City of Midwest City employees are holders of CDL licenses. In accordance with federal mandate, these licensees are subject to random DOT testing. DOT regulations require 25% of CDL drivers to be randomly tested each year. DOT random drug testing shall be conducted independently from non-DOT testing and on a different date.
- A. The random DOT drawing shall be conducted by establishing a spreadsheet of all CDL holders (where their job with the City requires or could potentially require the employee to operate a class of vehicle that requires the CDL), regardless of department.
 - B. Of these employees a drawing of an adequate amount of employees to meet the 25% requirement will be drawn utilizing the method stated in the previous section of this policy.
 - C. When the employee reports to the testing site, they will be required to complete the DOT testing form.
 - D. DOT regulations require that drug testing be performed by urinalysis.
 - E. Once a DOT sample has been taken, the sample is processed through a DOT certified laboratory.
 - F. Initial positive results are processed as they are in non-DOT testing. A MRO will contact the employee in the result of an initial positive.
- V. Post-Accident Testing:** In the event that an employee is involved in an accident while operating a city vehicle or while on City business, under specific criteria, employees in safety-sensitive positions and CDL drivers shall be required to submit to post-accident drug and alcohol testing. Employees who are not in safety-sensitive or CDL driver positions may be subject to post-accident drug and alcohol testing. Post-accident testing will be conducted in accordance with federal regulations for DOT operators or under the provisions of this policy for non-DOT operators/employees. The only exception is in the case where a suspicion of potential drug or alcohol use of the driver has been determined at the accident scene, at which point, the employee will be required to submit to a for-cause test.

The criteria for post-accident testing are as follows:

- A. Any accident that results in the loss of human life, regardless of issuance of citation.
- B. Any accident that results in the immediate need of medical treatment away from the scene in which the employee receives a citation.
- C. Any accident that results in the requirement of any vehicle to be towed from the scene and the employee receives a citation.
- D. In the event that the accident is under more extensive investigation to determine fault, the employee shall submit to post-accident testing.

If a City of Midwest City employee is in an automobile/equipment accident,

Risk Management is to be notified immediately. Risk Management shall report to the accident scene to assist in the determination and subsequent facilitation of post-accident testing.

The employee involved in the accident is not allowed to leave the scene, unless emergency medical attention is required. If the above criteria are met, the employee will not be allowed to drive until the testing is completed and negative results verified. The supervisor and/or manager of the employee must find a substitute driver of the vehicle, if it is drivable, to assume that responsibility. The employee is to be driven to the testing facility immediately upon being released by investigating officers, by Risk Management or the employee's supervisor if Risk Management is unable to leave the scene. Employees ARE NOT allowed to be driven by any level below supervisor. The employee is to be taken directly to the facility. An employee refusing to submit to post-accident testing is considered to have failed the test and is subject to both the provisions of this policy and federal mandate.

In addition to the driver of a CDL vehicle, technicians who have worked on the CDL class vehicle and their immediate supervisors are subject to post-accident testing, provided that the potential cause of the accident was the failure of a recently repaired component(s). For example, a technician will be tested if he/she had worked on a truck's brake system just prior to an accident and it is determined that a brake problem contributed to the accident.

- VI. Follow-up or Return to Work Testing:** When an employee has tested positive for drugs or alcohol during a random or post-accident test, the same provisions apply as for all employees in the section above on Discipline and/or Treatment/Rehabilitation. In addition, the following specific rules apply:
- A. Employees will be referred to a Substance Abuse Professional (SAP) as part of their return to work requirements.
 - B. The employee must comply with any recommended rehabilitation.
 - C. The employee must have a negative retest before being permitted to return to work.
 - D. Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.
 - E. Testing may be extended for a period of up to 60 months after the return to work.
 - F. Any follow-up random testing will consist of an alcohol test and drug test.

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

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

Drugs Tested For: The laboratory shall test for the specific drug classes at levels that

meet or exceed the limits hereafter set forth by the Oklahoma Workplace Drug and Alcohol Testing Act and Oklahoma State Health Department Regulations, OAC 310:638, as amended. All specimens identified as positive on the initial test shall be confirmed using gas chromatography-mass spectrometry or its equivalent as approved by the Commissioner of Health.

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

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

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

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

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

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

Evaluation of Legal Drug Use. In the case of legal drug use that may affect an employee's ability to perform his/her job safely, the designated MRO shall require the individual to provide, by the next scheduled work day, a verification of a valid current prescription for the drug(s) identified. If the applicant tests positive for THC, the MRO will ask the applicant if they have a license and will refer the applicant to the Human Resources Director. The Human Resources Director, or designee, will make a copy of and verify the medical marijuana license. Applicants will be dropped from eligibility or the employee will be subject to disciplinary action when:

- A. Verification of a valid prescription is not provided;

- B. The prescription or license provided is not in the subject's name.
- C. In the case of medical marijuana, the relevant position has been designated as a safety-sensitive position.

Drug / Alcohol Test Failure: When there is a confirmed presence of any illegal drug or legal drug that has, in the opinion of the Lab Director/designated MRO, no reasonable explanation, the subject shall be deemed to have failed the test. The employee will be advised of the positive test result by the testing facility's MRO. The employee shall be afforded the opportunity to have the original urine/saliva sample retested. Retests must be requested within 72 hours after the notification of an initial positive test.

A laboratory representative or the MRO will contact the City and inform of the initial positive in the event there is no medical validation (valid prescription) for the class of drug the employee tested positive for. In the event that an employee tests positive for THC (marijuana), this result shall be reported to the City, regardless of the employee's status as a medical marijuana license holder. Once this notification has been made, the employee will be placed immediately on administration leave, pending re-test results, results of any investigation and/or disciplinary measures.

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

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

In the case of job applicants, the lab director or designated MRO shall notify the applicant of the positive test result. An opportunity to have the original urine/saliva sample retested at the applicant's expense shall be afforded. The applicant must request the re-test within 72 hours. If there is a confirmed positive test, the applicant shall be removed from eligibility for hire. In the event that an applicant tests positive for THC (marijuana), this result shall be reported to the City, regardless of the applicant's status as a medical marijuana license holder. Pre-employment test results for Firefighters or Police Officers will be forwarded directly to the applicable State Pension System. A copy will be sent to the Human Resources Director.

Refusal to Test: An employee that refuses to submit to drug and alcohol testing shall be considered to have failed the test and be subject to the same disciplinary action as testing positive for illegal drugs and/or alcohol. Several actions are considered a refusal to test in addition to a verbal refusal. They include, but are not limited to:

- A. Failing to appear in a timely manner for any test as directed to do so;
- B. Failing to remain at testing site until testing process is complete;
- C. Failing to provide a urine, saliva or breath sample for any test required by this policy;
- D. Failure to provide sufficient urine, saliva or breathe sample when directed, unless followed by a required medical evaluation resulting in an adequate medical explanation of the failure;
- E. Failure to undergo the required medical evaluation resulting from failure to provide a sufficient sample for testing (“shy bladder” or “shy lung” procedures);
- F. Failure to take a second test when directed to do so;
- G. Failure to cooperate with any part of the testing process;
- H. Providing a specimen that is verified as adulterated or substituted;
- I. Failure to permit the observation or monitoring while providing a urine sample. (Please note, tests conducted under direct supervision only occur in limited situations. The majority of specimens are provided in private.);
- J. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
- K. Admitting to the collector or MRO that the specimen is adulterated or substituted.

Discipline. As with any issue of employee misconduct, an appropriate investigation and assessment of circumstances will be made. It is the policy of the City of Midwest City to not tolerate the abuse of alcohol or drugs while in the workplace. Employees are provided the opportunity and support to address drug and alcohol abuse issues on a voluntary basis. The failing of a drug or alcohol test indicates the employee’s unwillingness to adhere to the provisions of this policy. Disciplinary action, up to and including termination, shall be determined separately from any rehabilitation measures determined by the Substance Abuse Professional (SAP). The Human Resources Department is responsible for facilitating any investigation, interview, or Administrative Review Board (if necessary).

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

In the case of job applicants, the Human Resources Department will be notified and the applicant is clear for hire in regard to drug and alcohol testing.

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

Incidents or circumstances that result in an employee submitting to a drug and alcohol

test are confidential and shall be treated as such with the exception of the following:

- A. Positive reports or test results shall be disclosed to the department head only on a need-to-know basis.
- B. If disciplinary action has been determined to include any form of drug/alcohol surveillance through periodic random testing, the department head shall be informed of the parameters of that directive.
- C. Disclosures without patient consent, may also occur when
 1. the information is compelled by law or by judicial or administrative process;
 2. the information has been placed at issue in a formal dispute between the City of Midwest City and the employee;
 3. the information is to be used in administering an employee benefit plan such as for drug or alcohol treatment; or
 4. the information is needed by Human Resources for the diagnosis or treatment of the patient (employee) who is unable to authorize disclosure.

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

Revised: 5-1-00

The following records shall be maintained for a minimum of five (5) years:

- A. Records of alcohol test results indicating an alcohol concentration of .02 or greater.
- B. Records of verified positive drug test results.
- C. Documentation of refusal to take required alcohol and/or drug tests.
- D. Evaluations and referrals.
- E. Copy of annual report.

Records related to alcohol and drug collection process and training shall be maintained for a minimum of two (2) years.

Records of negative and canceled drug test results and alcohol test results with a concentration of less than 0.02 shall be maintained for a minimum of one (1) year. No records containing driver information required by this policy will be released except as follows:

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

Substance Abuse Professional: Regardless if the employee has failed a non-DOT or DOT drug and alcohol test, the employee will be referred to a Substance Abuse Professional (SAP). This is to occur, by law, regardless if employment is retained by the

City of Midwest City.

The role of the SAP is to professionally evaluate the employee and make appropriate recommendations in regards to education, treatment, follow-up tests and aftercare. The SAP recommends the re-entry program and determines when a safety-sensitive employee can be returned to duty.

The City of Midwest City is not obligated, regardless of the SAP's recommendations, to return the employee to work.

Responsibilities of Employees

Employees are responsible to adhere to the provisions of this policy. In the event that an employee is having an issue with drug or alcohol abuse, they must utilize the resources available to them through the City prior to any drug/alcohol testing.

When an employee submits to any form of drug and alcohol testing, they shall provide valid contact information to the testing facility. It is the responsibility of the employee to provide correct and legible contact information. In the event that an employee has an initial positive result, the MRO must be able to reach the employee. Deliberately avoiding communication with the MRO convolutes this process and is subject to disciplinary action.

It is each employee's responsibility to determine from his/her healthcare provider whether or not any drug or substance the employee is taking would impair job performance. Job descriptions are available for the employee to provide to their healthcare provider to establish this and it is required that the employee communicate any possibility of impairment to their supervisor prior to beginning work.

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

Revised: 5/00
Revised entire Article 9/01
2/20

CITY OF MIDWEST CITY

EMPLOYEE ASSISTANCE PROGRAM

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

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

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

The City's supervisors are responsible to confront an employee when they see changes

in performance that suggest a substance abuse problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that an involuntary referral to the EAP is appropriate.

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

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

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

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

SUBORDINATION TO OTHER LAWS/REGULATIONS

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

POLICY DISTRIBUTION

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

CONTACT PERSON:

Any questions about or assistance with any aspect of the Substance Abuse Policy should be directed to the Human Resources Director at 739-1235 during business hours or 405-508-4865 after hours, on weekends and holidays.

NEW: 8-1-96
Revised: 9/01
2/20

ADDENDUM A: 2020-2021 FIRE PAY SCALE
 EFFECTIVE 07/01/2020

FIREFIGHTER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
	ANNUAL	45,626.45	48,771.37	51,873.91	55,000.24	56,066.58	
	BI-WEEKLY	1,754.86	1,875.82	1,995.15	2,115.39	2,156.41	
	HOURLY	15.6684	16.7484	17.8138	18.8874	19.2536	
SR. FIRFIGHTER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
	ANNUAL	59,192.91	62,307.50	65,421.07	68,535.67	72,093.98	75,652.30
	BI-WEEKLY	2,276.65	2,396.44	2,516.20	2,635.99	2,772.85	2,909.70
	HOURLY	20.3272	21.3968	22.4660	23.5356	24.7575	25.9795
SERGEANT	STEP 1	STEP 2	STEP 3	STEP 4			
	ANNUAL	73,845.38	75,868.46	77,891.53	81,408.47		
	BI-WEEKLY	2,840.21	2,918.02	2,995.83	3,131.10		
	HOURLY	25.3590	26.0537	26.7485	27.9562		
LIEUTENANT	STEP 1	STEP 2	STEP 3	STEP 4			
	ANNUAL	83,077.48	84,782.33	86,520.98	88,297.55		
	BI-WEEKLY	3,195.29	3,260.86	3,327.73	3,396.06		
	HOURLY	28.5294	29.1148	29.7119	30.3220		
CAPTAIN	STEP 1	STEP 2	STEP 3	STEP 4			
	ANNUAL	89,193.94	91,026.36	92,897.04	94,807.38		
	BI-WEEKLY	3,430.54	3,501.01	3,572.96	3,646.44		
	HOURLY	30.6298	31.2591	31.9015	32.5575		

MAJOR		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	96,757.72	98,748.73	100,782.14	102,857.62	
	BI-WEEKLY	3,721.45	3,798.03	3,876.24	3,956.06	
	HOURLY	33.2272	33.9110	34.6093	35.3220	
SHIFT COMMANDER (ASST. CHIEF)		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	104,976.90	107,140.63	109,350.23	111,559.83	
	BI-WEEKLY	4,037.57	4,120.79	4,205.78	4,290.76	
	HOURLY	36.0498	36.7928	37.5516	38.3104	
TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	104,976.90	107,140.63	109,350.23	111,559.83	
	BI-WEEKLY	4,037.57	4,120.79	4,205.78	4,290.76	
	HOURLY	50.4697	51.5099	52.5722	53.6345	
FIRE MARSHAL		STEP 1	STEP 2	STEP 3	STEP 4	
	ANNUAL	103,333.04	105,496.78	107,706.38	109,915.98	
	BI-WEEKLY	3,974.35	4,057.57	4,142.55	4,227.54	
	HOURLY	49.6793	50.7196	51.7819	52.8442	
FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	ANNUAL	79,650.85	81,705.40	83,573.27	85,440.91	89,191.20
	BI-WEEKLY	3,063.49	3,142.52	3,214.36	3,286.19	3,430.43
	HOURLY	38.2937	39.2814	40.1795	41.0774	42.8804



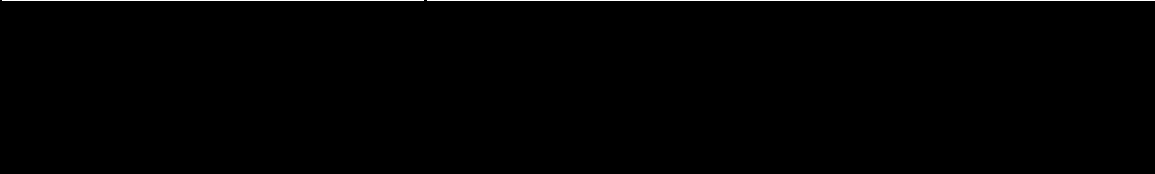
Collective Bargaining Agreement
Local 2066 / City of Midwest City

Grievance Form



Name of Grievant:	Date of Incident:
-------------------	-------------------

Rank:	Date Grievant Aware of Incident:
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Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):

Please specify the article(s) and section(s) of the contract believed to be violated:
Please note the resolution requested:
Grievant Signature: _____ Date: _____

Step one (1) of the grievance process is to discuss the grievance with the employee's immediate supervisor, the immediate supervisor shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.			
Immediate Supervisor	Date discussed w/ Emp.	Date of written response	
Step two (2) if the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.			
Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:	
Filed by:	<input type="checkbox"/> Local 2066	<input type="checkbox"/> Grievant	
Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.			
Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:	
Step four (4) if the grievance is not resolved in step 3, the employee has the right to submit his/her grievance to the City Manager in writing within six (6) days. The City Manager has six (6) calendar days to respond in writing to the employee. If the grievance is not settled in this step the union or the City can by mutual agreement ask for Mediation; if not resolved through Mediation then the union can submit the grievance for impartial arbitration in accordance with Article 15 of the CBA.			
City Manager:			

Address City & St. Zip Code

Print Name Relationship _____ %

Address City & St. Zip Code

Print Name Relationship _____ %

Address City & St. Zip Code

As my beneficiary(ies) the individuals listed above shall receive my final wages and termination pay as designated above, in the event of my death while gainfully employed by the City. In the event any of the above designated beneficiary(ies) should predecease me, or has been divorced from me prior to my death, I designate the following person as my contingent beneficiary to receive that designated percentage of my final wages and termination pay in the event of my death while still gainfully employed by the City.

I designate _____ as my contingent beneficiary.
Print Name Relationship

Address City & St. Zip

_____ I decline to designate a beneficiary with respect to my final wages and termination pay.

Print Name

Employee Signature

Date



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: August 10, 2021

RE: Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2021, through June 30, 2022.

The City of Midwest City and the FOP Lodge 127 met and negotiated a proposed CBA to be effective from July 1, 2021, through June 30, 2022. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the FOP Lodge 127 President, Archie Huston, on July 21, 2021. Changes in the proposed agreement from the previous agreement include the following items.

- The duration of the agreement will be from July 1, 2021, through June 30, 2022.
- The City and the Lodge agree to decrease the maximum number of holiday pay hours available to be paid out, or “bought back,” each contract year. The maximum number is decreased from seventy (70) hours to sixty (60) hours. Additional language that does not apply to anyone is cleaned up in this article, as well.
- Language is updated in the article related to hours of work. This update is needed due to prior changes made in the department that created a fourth (4th) shift. The contract language referred only to three (3) shifts, so reference to four (4) shifts is included.
- An across the board increase of 4.40% was negotiated, to be retroactively effective on the start of the contract year, July 1, 2021.
- The City and the Lodge agree to special assignment pay for a select group of assigned employees who demonstrate at least basic fluency in Spanish or American Sign Language. Officers assigned as interpreters shall receive thirty dollars (\$30.00) per pay period, and shall serve as interpreters on an as-needed basis.
- The longevity benefit factor is increasing from \$125.00 per service year to \$150.00 per service year. No other changes to this article apply. Longevity pay still starts on the fourth (4th) year of service and is factored through the thirtieth (30th) year of service.



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- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2021-2022 City Fiscal Year.
- The City and the Lodge agree to increase the education incentive payment for attaining Intermediate or Advanced CLEET Certification or a college degree by ten dollars (\$10.00) per tier per pay period.
- The title of Article 36 (Lieutenant/Captain Assignment) is updated to accurately reflect the purpose of the article and the language already in the article.

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



Collective Bargaining
Agreement for Fiscal
Year

~~2020/2021~~2021/2022

The Fraternal Order
of Police Lodge #127

City of Midwest City

TABLE OF CONTENTS

ARTICLE 1	- PURPOSE AND INTENT	-2-
ARTICLE 2	- RECOGNITION	-2-
ARTICLE 3	- DURATION OF AGREEMENT	-2-
ARTICLE 4	- MUTUAL RESPONSIBILITY	-3-
ARTICLE 5	- MANAGEMENT RIGHTS AND RESPONSIBILITIES	-3-
ARTICLE 6	- PREVAILING RIGHTS	-5-
ARTICLE 7	- BARGAINING AGENT SECURITY	-5-
ARTICLE 8	- STRIKES	-8-
ARTICLE 9	- SENIORITY	-8-
ARTICLE 10	- GRIEVANCE PROCEDURE	-10-
ARTICLE 11	- POLICE OFFICER BILL OF RIGHTS	-15-
ARTICLE 12	- HOLIDAY PAY	-23-
ARTICLE 13	- VACATION LEAVE	-24-
ARTICLE 14	- SICK LEAVE	-24-
ARTICLE 15	- INJURY LEAVE	-26-
ARTICLE 16	- CHILD BIRTH LEAVE	-26-
ARTICLE 17	- EMERGENCY LEAVE	-27-
ARTICLE 18	- MILITARY LEAVE	-28-
ARTICLE 19	- HOURS OF WORK	-29-
ARTICLE 20	- WAGES	-34-
ARTICLE 21	- SPECIAL ASSIGNMENT PAY/HAZARDOUS DUTY PAY	-34-
ARTICLE 22	- ACTING OUT OF HIGHER CLASSIFICATION	-36-
ARTICLE 23	- TRAVEL EXPENSES	-37-
ARTICLE 24	- PENSION CONTRIBUTION	-37-
ARTICLE 25	- LONGEVITY	-38-
ARTICLE 26	- RESIDENCY	-39-
ARTICLE 27	- GROUP HEALTH BENEFITS	-39-
ARTICLE 28	- SAFETY&HEALTH BOARD&LABOR MANAGEMENT REVIEW	-40-
ARTICLE 29	- PROMOTION POLICY AND PROCEDURES	-42-
ARTICLE 30	- EDUCATION INCENTIVE PAY	-48-
ARTICLE 31	- BULLETIN BOARD	-49-
ARTICLE 32	- DRUG FREE WORKPLACE ACT	-50-
ARTICLE 33	- HEALTH PHYSICAL	-50-
ARTICLE 34	- UNIFORM PROCUREMENT	-51-
ARTICLE 35	- PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT	-52-
ARTICLE 36	- LIEUTENANT / SERGEANT ASSIGNMENT	-52-
ARTICLE 37	- SUBSTANCE ABUSE PROGRAM	-52-
ARTICLE 38	- SAVINGS CLAUSE	-53-
ARTICLE 39	- POLICE OFFICER RETIREMENT	-53-
CONCLUSION	-54-
ADDENDUM "A"	-55-

ARTICLE 1

PURPOSE AND INTENT

SECTION 1. This Agreement, entered into by the City of Midwest City, hereinafter referred to as Employer, and the Fraternal Order of Police, Lodge #127, as Collective Bargaining Agent, hereinafter referred to as FOP, pursuant to Title 11, Oklahoma Statutes, Section 51-101, et seq., as amended, is made for the following purposes:

- A. To establish wages, hours, benefits, grievance procedures and other conditions of employment of represented officers of the Midwest City Police Department;
- B. To provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the citizens of Midwest City;
- C. To assist in promoting the harmonious relations between the Employer, the FOP and the represented officers, and to assist in the amicable adjustment of labor-management disputes

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes Lodge #127 of the Fraternal Order of Police as the exclusive bargaining agent for all full-time, permanent commissioned police officers of the Midwest City Police Department, except the Chief of Police, his Administrative Assistant and those employees on entry-level probation.

SECTION 2. For purposes of conducting performance evaluations and qualifications to be a Midwest City police officer, employees hired after July 1, 1989 will serve an entry-level probation period of eighteen (18) months. Provided however, this article does not conflict with any provision pursuant to Oklahoma Statutes, Title 11, Section 51-101, et seq., as amended.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 1. The duration of this Agreement shall be from July 1, ~~2020~~2021 to June 30, ~~2021~~2022. In the event an agreement has not been reached by June 30, ~~2021~~2022, this Agreement may remain in full force and effect by mutual agreement of the Employer and the FOP until such time as a new agreement is attained.

SECTION 2. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the FOP to serve written notice of request for collective bargaining not later than February 15 of each year.

ARTICLE 4

MUTUAL RESPONSIBILITY

SECTION.1 No employee shall be favored or subject to discrimination by the Employer or by the FOP because of race, creed, size, color, sex, religion, age, national origin, disability (as defined by the Americans with Disabilities Act, the Oklahoma State Police Pension Act and any other applicable law) or relationship to any person or persons, political affiliations or FOP activities.

SECTION 2. The Employer and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP, and further agree that there will be no discrimination against nor coercion of any employee because of FOP membership or non-membership.

SECTION 3. The Employer and the FOP agree to comply with the objectives set forth in the Employer's Affirmative Action Program to insure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The FOP recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement, are retained by the Employer and remain exclusively the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the state of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and ordinance's and regulations promulgated there under. These rights shall include, but shall not be limited to, the rights:

- A. To determine and enforce Police Department policy, rules, regulations and orders, including the right to manage the affairs of the Police Department, so long as the same are not

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

punitive in nature and so long as they do not affect mandatory subjects of bargaining which are required to be negotiated;

- B. To assign working hours, including overtime;
- C. To direct the members of the Police Department, including the right to promote, transfer discipline, suspend, demote or terminate for the good of the service, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 10. The FOP recognizes the standard "Just Cause"/ "for the good of the service" when its use is fair, proper, and reasonable under the circumstances.
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however, such actions by the Employer shall not be punitive in nature. If any new rank is established, it will be filled as otherwise provided in this Agreement. In the event a new classification is established, the selection for that classification will be a competitive process designed by management to meet the needs of management;
- E. To establish or determine new job classifications and ranks based upon duties assigned, provided, however, such new job classifications shall not reduce the pay of any current officer;
- F. To determine the location, means, methods and personnel by which operations are to be conducted;
- G. To determine the safety, health and property protection measures for the Police Department. In making such determinations, due regard will be given to the safety of the officers of the Midwest City Police Department;
- H. To be sole judge of the qualifications of applicants and training of employees;
- I. To set the standards for services to be Offered to the public;
- J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- K. To determine reasonable means and methods of effective communication of any and all rules, regulations and orders to members of the Police Department, provided, however, new rules and regulations shall be reduced, to writing and be made available;
- L. To determine the amount of supervision necessary;
- M. To control the departmental budget, subject to the mandates of this contract;
- N. To take whatever actions may be reasonably necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the, operation and administration of the Midwest City Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement. Such prevailing rights shall include, but not be limited to, the present "86" policy (rides to and from work).

ARTICLE 7

BARGAINING AGENT SECURITY

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

SECTION 2.

- A. The FOP president's duty assignment shall be in accordance with Article 19. The FOP President may be assigned to a day-shift position during his/her term of office, by mutual agreement of the FOP President and the Chief of Police. The president shall report directly to the Chief of Police or his designee regarding FOP business.
- B. It is understood that the FOP president's first duty is that of a Midwest City Police Officer and that interference with those duties should be minimized. The president or his designee may conduct FOP business for short periods of time during his/her normal duty shift

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

so long as it does not interfere with police business. In the event that a designee is conducting FOP business, he/she shall obtain prior approval from his/her immediate supervisor.

In the event of absence of the president of the FOP for any period scheduled in excess of five (5) working days, the rights of the president under this article shall be extended to the first vice-president of the FOP, should the need arise. In the event of a change in the presidency of the FOP, the newly elected president shall receive no loss of pay.

- c. It shall, be the responsibility and right of the president of the FOP, or his designee, to communicate directly with any City Official or other employee, after proper notification of the Chief of Police, if deemed necessary to avoid potential grievances or other potential personnel problems.

SECTION 3.

- A. Scheduled Leave. Lodge #127 shall be granted a bank of 270 hours, effective July 1, for the purpose of conducting SCHEDULED Lodge business.

SCHEDULED meetings shall include, but are not limited to: preparation for or attending labor conferences, court action, arbitrations or PERB hearings. The FOP president shall ensure all hours used under this section are documented on a monthly report to the Chief of Police by the Administrative assistant and/or secretary.

In the-event the bank of 270 hours of SCHEDULED union leave cited above is exhausted, the FOP president may have additional hours of union leave granted to him/her for scheduled arbitration, court or PERB hearings on an actual hour for hour basis while said hearings are conducted. Additional union leave hours may be granted at the discretion of the City Manager.

Executive Board officers and elected delegates shall be given primary consideration for granting of leave for attendance at local, state or national meetings.

- B. Unscheduled Leave. The FOP president shall be allowed up to five (5) hours per week to conduct unscheduled union business.

SECTION 4. The Employer shall permit five (5) members of the FOP bargaining team time off without loss of pay for the purpose of contract negotiation preparations, table negotiations with the Employer and debriefing following negotiation sessions. Said member shall have one (1) hour to return to work following the conclusion of the negotiating session. If the negotiation sessions are on a bargaining team member's normal off duty hours they shall receive straight time in the form of

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

Compensatory time or Pay for the time that they are in preparations, table, and debriefing negotiations with the Employer. Negotiation sessions will be scheduled during a majority of the committee member's on duty time when possible.

SECTION 5. Upon written authorization from the employee, Employer agrees to deduct regular monthly FOP dues from the earned wages of FOP members.

The deductions shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer and/or the secretary of the FOP. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

All FOP members desiring dues deduction shall sign an authorization form provided by the FOP and approved by the Employer. The employee may withdraw any such authorization by providing written notice to the Employer and the FOP at least thirty (30) days prior to the effective date of withdrawal. Unless revoked in writing by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewed with the adoption of each new contract.

In the event the FOP should endorse an illegal job action as defined in Article 8 or if a court should determine the FOP had endorsed such an action, and then the Employer shall terminate the automatic dues deduction.

The Employer will provide the FOP treasurer with the monthly report showing the employee's name and the amount of deduction. The FOP will refund all deductions refundable at the time of termination or resignation.

The FOP shall pay the Employer a monthly service fee of 1% of the amount remitted to the FOP. Said amount shall be remitted within fifteen (15) calendar days after the deductions are made. In case an error or improper deduction is made by the Employer, a proper adjustment of same shall be made by the FOP with the employee affected.

The FOP shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise against the Employer on account of FOP error or negligence in furnishing information to the Employer upon which said dues deductions are based.

ARTICLE 8

STRIKES

SECTION 1. Employees shall have no right to engage in any work stoppage, slowdown or strike. "Strike" shall be defined in accordance with the state law as the concerted failure to report for duty and willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In applying the provisions of this article, all of the terms used herein shall be given the meaning commonly understood or as defined by statute. The FOP shall not be in breach of this Agreement here the acts or actions hereinbefore enumerated are not caused or authorized directly by the FOP.

SECTION 2. Upon notification confirmed in writing by the Employer to the FOP that certain of its members are engaging in a strike, the FOP shall immediately order such members in writing to return to work at once and shall provide the Employer with a copy of such an order, and a responsible official of the FOP shall publicly order its members to work. Such characterization of the "'strike" by the Employer shall not establish the existence of a strike. Such notification by the FOP shall not constitute an admission by it that a strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall commence from the date which the employee is employed in the Midwest City Police Department; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Initial probationary period for the officers of the Midwest City Police Department shall be eighteen (18) months from the date of their employment.

SECTION 3. Seniority shall be determined as between two or more employees by highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the rank. As between two or more employees of the same rank who have the same length of service in said rank, seniority shall be determined by the

earliest date of employment with the Midwest City Police Department, as a police officer.

As between two or more employees of the same rank with the same length of service in the same rank, and who were initially employed by the Midwest City Police Department on the same date, their seniority shall be determined by the date of their employment application with said City.

The rank structure in order of seniority is:

1. Major
2. Captain
3. Lieutenant
4. Sergeant
5. Police Officer

The rank structure above Police Officer is by promotion through the promotion system as specified in Article 30 with the first level of supervision beginning with the rank of Lieutenant.

In the event an officer is demoted, said officer shall be restored to the same seniority status held just prior to being promoted to the classification from which said officer was demoted.

SECTION 4. Seniority shall determine the priority of each employee in the following:

- A. Time when annual vacation is submitted to ExecuTime;
- B. Time when compensatory time is submitted to ExecuTime;
- C. Time when PTO Leave is submitted to ExecuTime.

Paid time off, compensatory time, and vacation leave may be scheduled ninety (90) days prior to the day or the dates requested.

Pre-approved leave (paid time off, compensatory time, and vacation leave) shall not be affected by seniority.

- D. Leave which has been requested at least thirty (30) days prior to the day requested off once approved shall be cancelled only by the Chief of Police.

SECTION 5. If, in the opinion of the Chief of Police, all other factors are equal, then seniority shall determine the priority of each employee in the following:

- A. Shift and duty assignments;
- B. Transfer;
- C. Assignment of days off;
- D. Layoffs and recalls, provided, however, the Employer may elect, based on the merit of employees of the same rank, to retain a

less senior employee. If said election is made, the senior employee shall be notified in writing within ten (10) calendar days of the reasons therefore, have access to the grievance procedures set out in Article 10 of this Agreement and shall be recalled to duty / employment prior to hiring of new employees. It shall be a violation of this contract for the Employer to change the classification of an employee for the purpose of avoiding following the strict rule of seniority in determining layoffs and recalls.

Management may depart from the use of seniority due to "needs of the service." Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position, shall state in writing his reasons for departing there from. A copy of the supervisor's reasons shall be forwarded to the officer, lodge, president and the Chief of Police within seven (7) calendar days of the questioned assignment.

SECTION 6. A sixty (60) day notice shall be given to any employee who will be affected by a reduction in force prior to any reduction in force going into effect.

ARTICLE 10

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 1. The purpose of this procedure is to promote communication, encourage a thorough review of employee issues and to provide a just and equitable method, for the prompt resolution of the disputes without discrimination, coercion, or reprisal against any employee who submits a Grievance or Disciplinary Appeal.

The FOP, or any employee, may initiate a Grievance or Disciplinary Appeal within fifteen (15) calendar days of the act or action giving rise to the Grievance or Disciplinary Appeal including, but not limited to, written reprimands, and above, a recommendation of disciplinary action based on the allegation of misdeed or misconduct by the employee, or within fifteen (15) calendar days of the date knowledge is gained of said act or actions giving rise to the Grievance or Disciplinary Appeal. This shall not include oral counseling given to the employee, nor shall it include criminal investigations as outlined by Article, 11, Section 4.

It shall be the right of the employee to request a member of the/bargaining unit to be present and aid him in any discussion with supervision in which the employee feels disciplinary action may result (re: Weingarten). The employee retains the right of FOP representation throughout the Grievance or Disciplinary Appeal process.

Written Counseling Forms: All written counseling forms shall be afforded to the employee upon request, of any written matter requiring said employee's signature or initials. Entries made by supervisors that may affect an employee's performance evaluation shall be discussed with the affected employee and the officer's initials required at the earliest opportunity. If an event or matter has not been documented within fourteen days (14) of its occurrence or discovery, and the effected employee given notice, it shall not be documented. However, if at the conclusion of an investigation under article 11, it is determined the most suitable disciplinary action is a written counseling form that discretion will be afforded to the supervisor without regard to the 14 day time limit.

SECTION 2. A Grievance shall be defined as any controversy or dispute between the Employer and FOP or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, or concerning any of the terms or conditions of employment.

A Disciplinary Appeal shall be defined as the appeal of any disciplinary action the employee is subjected to. (Excluding counseling forms)

In all portions of the Grievance or Disciplinary Appeal procedure where the Employer is required to give notice to the Lodge or the Lodge president, the Employer shall also give notice to the employee's representative if someone other than the Lodge president.

SECTION 3. The Employee or the FOP shall initiate a Grievance or Disciplinary Appeal. A Grievance or Disciplinary Appeal shall be initiated by the Employee or the FOP. A grievance shall be deemed initiated when the employee or the FOP takes the appropriate step or those steps set out below and brings the matter to the attention of the appropriate supervisor in accordance with the following procedure.

In responding to a Grievance or Disciplinary Appeal the Supervisor/Chief of Police must notify the affected employee or his FOP representative. If the employee or his FOP representative is not available, the president or the vice-president of the FOP shall receive personal notice by telephone or in person of the availability of the written response to the Grievance or Disciplinary Appeal.

Step 1. The employee or the FOP shall first fill out the accepted Grievance or Disciplinary Appeal Form, if an employee or the FOP is filing the Grievance, it shall be presented to the employee's supervisor that initiated the action being grieved. If the employee or the FOP is filing a Disciplinary Appeal it shall be presented to the Chief of Police. The Chief of Police or his designee will handle all Disciplinary Appeals. The employee or the FOP shall discuss a Grievance with the supervisor receiving the Grievance in an attempt to reach a satisfactory solution. The supervisor who was presented the Grievance should review

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

their handling and recommendations of the situation with their immediate supervisor prior to making recommendations to the employee. The supervisor's decision shall be made in writing and given to the employee and a FOP representative and the FOP president within ten (10) calendar days of receiving the Grievance. The majority of Grievances should be resolved at this step.

Step 2. If the provisions of Step 1 do not settle the Grievance filed by an employee, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. If the provisions of Step 1 do not settle the grievance filed by the FOP, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the Chief of Police. If the grievance committee meets during a member's normal off duty hours they shall receive straight time in the form of Compensatory time or pay for the time they are in the meeting.

Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a Grievance exists as defined above.

Step 3. If the FOP Grievance Committee finds a Grievance does exist, and the said Grievance warrants further processing, the Committee will submit in writing within ten (10) calendar days, this Grievance to the next level of supervision within the chain of command. If the Grievance Committee does not find that a Grievance exists then the Grievance process will stop. This Grievance process may continue through the chain of command to the Chief of Police if the Grievance is not resolved. The same ten (10) calendar day requirement shall be in affect throughout each step of the Grievance process.

The employee and FOP representatives shall be granted reasonable duty time to prepare their Grievance or Disciplinary Appeal to the succeeding levels, in so far as this does not adversely impact the operation of the Department.

Step 4.

- A. The Chief of Police may respond to the Grievance or Disciplinary Appeal immediately or may first refer the matter to the Labor Management Review Board for fact finding and recommendation. The Labor Management Review Board shall follow the guidelines set up in Article 11 Section 5, with exception of Compositions.
- B. The Chief of Police shall respond to the employee and the FOP president, in writing, within ten (10) calendar days from the date he received the Grievance or Disciplinary Appeal.

Step 5. If the Grievance or Disciplinary Appeal is still unresolved after receipt of the answer from the Chief of Police, the Grievance or Disciplinary Appeal may be submitted to the City Manager within ten (10) calendar days from the date the Chief of Police's response is received by the employee. The City Manager shall review the Grievance or Disciplinary Appeal and issue his response to the Chief of Police, the FOP president and the employee within ten (10) calendar days.

At no time during this procedure will an employee be threatened with increased punishment or disciplinary action.

SECTION 4. If the Grievance or Disciplinary Appeal is unresolved after receipt of the answer from the City Manager, the FOP may request that the matter be submitted to impartial arbitration. This request shall be made in writing to the City Manager's answer to the Grievance or Disciplinary Appeal and the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request for arbitration shall be submitted to the City Manager's office within sixty (60) calendar days of receipt of the City Manager's response to the Grievance or Disciplinary Appeal.

- A. Within five (5) calendar days from the receipt of such panel, a representative of the FOP and the City shall meet and alternately strike names until one (1) arbitrator remains, whom shall be selected as the impartial arbitrator.
- B. The party requesting arbitration shall strike the first name. The arbitrator so selected shall call a hearing to be held within ten (10) calendar days after the date of his selection and shall give at least seven (7) calendar days notice, in writing, to the FOP and the City of the time and place of such hearing.
- C. The hearing shall be concluded within twenty (20) calendar days from the time of commencement. Within ten calendar (10) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing the findings and recommendations with respect to the issues presented. A copy of said opinion shall be mailed or otherwise delivered to the FOP and the City.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provision of this Agreement, or any

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

supplements thereto or amendments thereof. This shall not preclude individual wage grievances.

- E. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relevant or pertinent to the issues presented to the arbitrator for determination.
- F. With respect to the interpretation, enforcement or application of the provisions' of this Agreement which do not relate to the statutory and Charter authority of the City Council and the City Manager, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- G. The cost of the arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

All time limits set forth in this article may be extended by mutual consent between the employee and the Chief of Police but, if not so extended, they must be strictly observed. If either party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided and the Grievance is at the level of Lieutenant, or FOP Grievance committee the Grievance shall immediately go to the level of the Chief of Police. If the Grievance or Disciplinary Appeal is at the level of Captain, Major, Assistant Chief, Chief of Police, or City Manager and a party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided, in case of the employee, he shall have no right to continue the Grievance or Disciplinary Appeal; in the case of management, it will be deemed a response in favor of the employee's remedy.

It is specifically and expressly understood that filing a Grievance or Disciplinary Appeal under this article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the FOP or the Employer, to litigate or otherwise contest the last answer rendered under the procedures set forth in this article in any court or other appeal forum.

SECTION 5. The FOP president or his authorized representative may report an impending Grievance or Disciplinary Appeal to the Chief of Police in an effort to forestall its occurrence.

ARTICLE 11

POLICE OFFICER BILL OF RIGHTS

SECTION 1. POLICE OFFICER BILL OF RIGHTS

- A. The FOP acknowledges that the governmental administrators and Chief of Police of Midwest City have the right to establish reasonable rules and regulations for processing complaints against police officers and for disciplining police officers for cause.
- B. When existing rules and regulations or policy are changed, or new rules, regulations or policy are established, they shall be posted prominently on all department bulletin boards and furnished to each commander, who will be responsible for dissemination of written copies of the changes to each officer under his supervision. Memos which permanently alter or change Policy and Procedure, General Orders, or Regulations, shall be incorporated into those documents on a quarterly basis.
- C. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against police officers that he receives from any person.
- D. In order to properly delineate and protect the rights and responsibilities of members of the Midwest City Police Department with regard to disciplinary matters, the following provisions are hereby made a part of the rules and regulations of the Department.
- E. Whenever an officer is under investigation and is subject to interrogation by members of the department for any reason that could lead to disciplinary action, demotion or dismissal, such investigation will be conducted in a professional manner as follows:

SECTION 2. COMPLAINTS

The procedures established herein shall be used when a complaint is registered against any employee of the Midwest City Police Department by anyone who makes allegations which, if true, would constitute an infraction of some policy, procedure, rule, regulation or law governing the personnel of the Midwest City Police Department.

Critical complaints shall be defined as any offense that, if proven, could result in a violation of local, state or federal laws or, if verified, would result in a demotion, any loss of pay or termination of employment.

All other complaints shall be defined as Non-Critical.

A. Receipt of Complaints

1. Any employee of the Midwest City Police Department receiving a complaint regarding employee actions shall immediately refer the complainant to a supervisory officer who shall immediately reduce the complaint to writing. The supervisory personnel then shall obtain the basic information if known (date, time, complainants name, address and telephone number, nature of complaint, name(s) of witnesses), and then immediately forward the complaint to the Chief's Office.
2. All complaints shall be made in writing, with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation, in order that he/she may be able to properly defend himself or herself.
3. Written complaint forms shall be available at all commanders' offices.
4. When a complaint is received at the Chief's office, it may be assigned to the Internal Affairs or sent to the respective employee's commander, at the discretion of the Chief of Police or his Designee.
5. If the complainant declines cooperation in any manner, or refuses to sign a formal complaint if asked, the supervisor's inquiry will be brief, if not ceased immediately, unless the allegation is one of a criminal nature or one defined as a critical complaint.
6. Any investigation critical or non-critical shall be started and completed within thirty (30) days or sooner if possible from the act or its discovery, or ten (10) calendar days after the completion of criminal complaint/investigations (whichever is greater). This shall include written notification of proposed disciplinary action, which results from the investigation. Any form of disciplinary action which results in any loss of pay, demotion or termination, shall be reviewed and approved by the Chief of Police. Any and all discipline recommended shall be started at the conclusion of the grievance process as outlined in Article 10 if applicable. An extension may be granted, for critical complaints only, by the City Manager upon receipt of written justification, provided to all appropriate parties not to exceed an additional ten (10) working days.

B. Notice to Officer:

The accused officer shall be furnished a copy of the affidavit that contains the alleged wrongdoing and the full name of the complainant, before the accused officer is interviewed or disciplined. This notice requirement shall not prohibit the conducting of an independent investigation by the Chief, or his designee, prior to notice provided, however, this independent investigation shall cease immediately upon the determination of the substance. After notice, the accused officer may elect to postpone any interview for a mutually agreeable reasonable time.

C. Investigation of Complaints:

1. An investigation shall begin immediately upon receipt of a complaint at any supervisory level, as assigned by the Chief's office.
2. Investigation of telephone and anonymous complaints shall be made only at the direction of the Chief of Police, and then only if the allegation is of a criminal nature or if the allegation is a critical complaint by definition.
3. Any written or recorded statement made by the complainant to an investigating officer shall be made available to the complainant, affected officer or FOP upon request by the complainant, affected officer or FOP.
4. The employee under investigation cannot discuss the subject matter of the inquiry with anyone other than the employee's labor representative and attorney during the investigation. The complainant must not be contacted under any circumstance during the investigation.
5. The officer in charge of the investigation will, if warranted in his judgment, ask the complainant to take a polygraph test administered by a qualified operator. The investigator will also inform the complainant that he may be asked to appear at a board of inquiry for the purpose of giving testimony regarding his complaint.

D. Withdrawal of Complaint:

If a complainant expresses the desire to withdraw his/her complaint and has no desire to pursue the complaint further, he/she will be requested to sign a "Complaint Waiver Form" so that the case can be closed. Internal Affairs will take complaint waivers they receive to the Chief's office; supervisors will forward complaint waivers they receive through the chain of command.

SECTION 3. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

A. Whenever a law enforcement officer is under investigation and is being interviewed by members of his agency, for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
2. The interview shall take place either at the office of the commander of the investigating officer, or at the office of the Internal Affairs Unit or Police Unit in which the incident allegedly occurred, as designated by the investigating officer.
3. The officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing officer and all persons present during the interview. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time.
4. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
5. The law enforcement officer being interviewed shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
6. During internal affairs and critical complaint investigations, the interview of the law enforcement officer who is the subject of Complaint, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.

- B. No officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of his rights.

SECTION 4. CRIMINAL INVESTIGATION:

If an officer is arrested, or likely to be arrested, or is a suspect in any criminal investigation, he/she shall be afforded the same constitutional rights as are accorded a civilian including, but not limited to, the right to remain silent, the right to counsel, and shall be notified of these rights before any questioning commences. Nothing in this provision shall prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charge.

CIVIL SUITS:

Police officers named as defendants in any civil lawsuit for actions taken while performing in an official capacity as a police officer for the City of Midwest City Police Department have the same rights accorded any litigant in a civil suit. The Employer recognizes its responsibility pursuant to Title 51' Oklahoma Statutes, Section 151 et seq., as amended, to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirement.

SECTION 5. INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

- A. The purpose of this Section is to establish an Internal Board of Inquiry and Recommendation designed to inquire into or investigate all allegations of misconduct by officers presented to it.

B. THE INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

1. The Chief of Police shall have available to him an Internal Board of Inquiry and Recommendation that will inquire into or review all allegations of misconduct presented to it by the Chief of Police. The Chief of Police shall confer with the Human Resources Director as to appropriateness of utilization of such Board on matters that could involve demotion, suspension without pay or termination and will mutually agree as to whether or not to utilize such Board.
2. Following such inquiry, it shall then make recommendations on its determination to the Chief of Police.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

3. The Board, as indicated, is comprised of two areas of responsibility, one of inquiry and one of recommendation; thus, the inquiry may be extended to matters of policies and procedure for which a need may be indicated by the initial incident inquiry.
4. Composition:
 - (a) The Board of Inquiry will be chaired by an officer appointed by the Chief of Police, with the hearing being conducted informally.
 - (b) The Board of Inquiry will be comprised of five (5) officers. These officers will be selected by a random drawing process. The officer before the Board will accomplish the drawing in one of the following manners according to his grade.

Examples:

- 1) If an incident involving a Patrol Officer/Sergeant is being reviewed, the make-up of the Board will be four (4) Lieutenants, and one (1) Captain.
- 2) If an incident involving a Lieutenant is being reviewed, three (3) Lieutenants, one (1) Captain and one (1) Major.
- 3) The officer before the Board may challenge and have removed from the Board one member and replace that member with one of equal grade of his choosing.
- (c) In no event will there be a member of the Board of lower rank than the subject officer.
- (d) Any action involving a Captain or above will be handled personally by the Chief of Police.
- (e) Persons who were directly involved in the incident or in the investigation of that incident being brought to the Board will not be selected to serve on the Board.
- (f) The selection process will be completed prior to the FOP selecting a member of the Police Department to witness the proceedings.

5. Procedure:

- (a) Internal Affairs will present the case to the Board.
- (b) The subject Officer is privileged to participate in the hearing or remain silent; however, he/she may be compelled to, answer questions from the Board.
- (c) The officer before the Board is permitted, in fact urged, to be represented and aided by another officer of the department. The officer may choose anyone he/she wishes to represent the officer, up to and including Major.
- (d) By mutual consent, the proceedings may be recorded, and either party may request a copy of the tape at their own expense.
- (e) Rules of evidence shall not apply to the proceedings.
- (f) The Board may accept investigative reports as full and fair statements of facts unless the officer presents contrary evidence.
- (g) The scope of the inquiry shall address specifically, directly and narrowly the allegation before the Board.
- (h) The proceeding of the Board shall be maintained in confidence until the close of the inquiry and results given the Chief of Police to the subject officer.
- (i) No evidence, presented by the Internal Affairs office shall be reproduced or any way copied by any member of the Board.
- (j) The only other persons permitted at the hearings include an aide to the Chief of Police, the City Manager or his designee, a member of the Police Department selected by the legal bargaining agent and one member of the Oklahoma Bar Association. These persons may only act as observers and will not participate in any way in the hearing.
- (k) The Chairman of the Board, will to a large measure determine its success; his position, therefore, will be one of impartiality and objectivity so that he will not influence the Board except in the maintenance of decorum, dignity and control of conduct.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- (1) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

6. The Board of Inquiry becomes an independent Board of Recommendation at this point:

- (a) The five-officer Board will then be chaired by the senior officer of the highest rank.
- (b) Each member shall participate fully in the deliberations.
- (c) At the conclusion of its deliberation, if the Board has found a basis for the complaint on a preponderance of evidence, it will call the Chief of Police, the immediate supervisor of the subject officer and the subject officer and his/her representative (if the employee so chooses). If the Board has found no basis for the complaint, it shall move immediately to Step f. below.
- (d) It will then ask for a general statement from the immediate supervisor on the work record and reputation of the subject officer and a specific recommendation of disciplinary action if he wishes to make one. The HR department should then give the Board the personnel record file of the subject officer for review. Red Books, supervisor diaries or their electronic equivalents for the current performance evaluation period shall be reviewed.
- (e) At this time, the Chief of Police, the immediate supervisor and the subject officer will again leave the Board so that it may determine its recommendation.
- (f) A recommendation will be made by the directly to the Chief of Police by memorandum.
- (g) While the Chief may accept, modify or reject the recommendation, it should be the basis for his final decision. In the event the Chief of Police does not follow the recommendation of the Board, he shall state his specific reasons therefore in writing to the subject employee.

- (h) With the concurrence of the Chief of Police, the Board may be expected to continue its deliberations and inquiry into matters of policy and procedure which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 7.

COMMUNICATIONS

1. Communications, or requests made in writing directed through the chain of command, shall receive a response in writing.
2. Acknowledgment to a written communication or request shall be made within fifteen (15) calendar days of it being placed into the chain of command.

ARTICLE 12

HOLIDAY PAY

SECTION 1

All employees covered by this Agreement shall be entitled to one hundred hours off per contract year for which they shall receive pay at their regular rate and which are available to all employees July 1 of each year,

SECTION 2.

A maximum of ~~seventy-sixty~~ hours (7060) of holiday pay not utilized by the employee during the contract year prior to the last day of the last pay period ending in June shall be paid for by the Employer at a rate of straight time for hours not used. This payment shall be in addition to the employee's regular pay, with payment being made with the first payroll check in July.

SECTION 3.

Holiday pay may be utilized in no less than one quarter $\frac{1}{4}$ (.25) hour increments.

SECTION 4.

Upon termination of employment, for any reason, the employee shall receive pay at his/her regular hourly rate of pay. The employee shall be paid for his /her unused holiday pay at a rate of 3.85 hours per pay periods from July 1st. Any time over twenty pay periods of service shall result in full payment of unused holiday pay. If the employee has used more holiday pay than earned by the probation, his/her final check will be adjusted by his/her current rate of pay.

~~**SECTION 5.** All employees with accumulated holidays as of July 1, 1980 shall retain said holidays until they are used or compensated for at separation from City employment.~~

ARTICLE 13

VACATION LEAVE

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

<u>Length of Service</u>	<u>Leave Accrued</u>
12 - 59 months	4.2 hours per pay period
60 - 119 months	5.1 hours per pay period
120-179 months	6.0 hours per pay period
180-239 months	7.0 hours per pay period
240 or more months	7.85 hours per pay period

SECTION 2. Vacation leave may be accumulated up to a maximum of two hundred sixteen (216) hours. At the end of the calendar year, all approved accumulated leave in excess of 216 hours shall be paid at the rate of straight pay, with payment being made on the second payday in January.

SECTION 3. No more than a total of twelve (12) days vacation and personal leave shall be taken in succession without the prior approval of the Chief of Police. Vacation leave may be utilized in no less than one quarter $\frac{1}{4}$ (.25) hour increments.

SECTION 4. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued vacation leave hours.

ARTICLE 14

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to accrue twelve (12) days sick leave per year. Employees shall accrue 4.6 hours sick leave per pay period.

SECTION 2. Sick leave may be accumulated up to a maximum of eleven hundred hours (1100). Pay for accumulated hours over the maximum amounts shall be computed at the rate of one hour's pay for every two (2) hours accumulated. Pay shall be figured at the end of the calendar year and payment shall be made on the second payday in January

SECTION 3. Permanent employees are the only employees eligible to take sick leave with pay. Sick leave shall be granted for the following reasons: personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health regulations, medical

and dental appointments (not to exceed four (4) hours each) and an illness of a member of the employee's household that requires the employee's personal care or attention.

SECTION 4. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevents him/her from performing the duties of his/her position. A statement for sickness may be required for less than three (3) days at the discretion of the Chief of Police.

SECTION 5. Upon termination of employment with less than ten (10) years continuous municipal employment, no payment shall be made to the terminating employee for unused sick leave. Upon termination of employment after ten (10) years of continuous municipal employment for any reason, the terminating employee shall receive payment for all accrued sick leave. All hours of accrued sick leave shall be paid at fifty percent (50%) of the employee's regular hourly rate of pay. One hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

SECTION 6. Sick Leave Saving Incentive.

- A. Employees who use three (3) shifts or fewer per calendar year shall receive incentive pay in the following manner: For the purpose of calculation, shifts shall be used in hours according to employees work schedule.

Eight (8) hour employees:

0 Hours sick leave used \$900
1-8 hours sick leave used \$500
9-16 hours sick leave used \$300

Ten (10) hour employees:

0 Hours sick leave used \$900
1-10 hours sick leave used \$500
11-20 hours sick leave used \$300

Pay for sick leave savings will be figured at the end of the calendar year at the pay rate of straight hourly pay and shall be paid on the second payday in January. An employee who receives an off duty injury may be granted light duty status. Although he is assigned to light duty work status, the first one (1) through four (4), days of that assignment shall be counted as sick leave in computing his/her sick leave incentive

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

pay. The employee shall not be required to use his/her sick leave for this deduction to occur during his/her light duty work assignment (injured off duty). This shall not change the manner in which on duty injuries are handled.

ARTICLE 15

INJURY LEAVE

SECTION 1. An officer injured on the job shall continue to receive his/her regular rate of pay during absence from work not to exceed six (6) calendar months from the date of injury; provided, however, after the first ninety (90) days, a physician's statement verifying the officer's inability to perform assigned duties shall be required at thirty (30) day intervals to carry said officer on paid injury leave. The officer shall not make any type of pay back concerning his/her regular pay received while absent from work.

SECTION 2. If, during the six months of injury leave, it is determined by the Police Pension and Retirement Board, based on medical evidence, that the injured officer should be medically retired, and he/she is so retired, then the injury leave shall cease.

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

Any violation of this section shall be dealt with pursuant to Title 85 and Title 11, Oklahoma Statutes, et seq., as amended, Oklahoma Police Officers Pension and Retirement Systems, additions and amendments.

ARTICLE 16

CHILD BIRTH LEAVE

SECTION 1. The Family Medical Leave Act shall be followed by the employees and the Employer.

SECTION 2. An employee on child birth leave shall notify the Chief of Police thirty (30) days in advance of the date he/she intends to return to work.

SECTION 3. Approved childbirth leave shall not constitute a break in service. The employee shall not lose seniority or accrued benefits while on birthing leave, but accrual of additional benefits shall not be

permitted during that period. Time spent on birthing leave without pay shall not be used in computing longevity or time-in-step for merit increases. At the expiration of birthing leave, the employee shall be returned to the next available position of the same class and grade.

SECTION 4. The Employer shall comply with the Pregnancy Discrimination Act and shall not treat leave due to pregnancy any differently than other types of medical leave.

ARTICLE 17

EMERGENCY LEAVE

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

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

SECTION 3. The maximum number of working days allowed per year is seven (7).

SECTION 4. Additional emergency leave may be granted at the discretion of the City Manager.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section 1 above, an employee may be granted one shift of emergency leave with pay. Definition of family in this section shall be all relatives once removed from the employee's immediate family.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

- A. Eligibility. Any represented officer who leaves the Employer's service for military duty shall be placed on military leave without pay.
- B. A represented officer going on military leave may use, freeze, or be paid in full all of his/her accrued Vacation Leave, Personal Time Off, Compensatory Time at the employees discretion. If frozen, all leave will be restored to the represented officer upon return from active military leave.
- C. A represented officer's sick leave shall be frozen or paid as appropriate under Article 14 of the CBA while he/she is on military leave. When the represented officer returns to the employer's service, he/she shall have his/her sick leave restored.

The employer and all represented officers will comply with all federal and state laws as they pertain to military service and use of military leave.

SECTION 2. Military leave for National Guard or Reserve training shall be governed by the following provisions:

- A. All represented officers who are members of a reserve component of the Armed Forces or the National Guard shall be entitled to military leave for the purpose of annual camp and regular drills without the loss of base pay during the first thirty (30) calendar days of such leave of absence during any federal fiscal year (October 1-September 30). However, the represented officer will not be entitled to any pay other than base pay, such as car allowance, while on military leave.
- B. In the event that the military training for which military leave is requested is optional and the represented officer volunteered for such school, training or duty, all such military leave will be without pay; however, the represented officer may be permitted to schedule vacation for such purpose at the discretion of the Chief of Police.
- C. The represented officer shall present the Chief of Police

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

a copy of his/her orders to report for annual active duty training a minimum of ten (10) working days prior to departure on leave (or as soon as known). The represented officer shall also provide the Chief of Police with notice of his/her drill schedule within ten (10) working days of receipt of the schedule.

- D. A represented officer who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty as a result of a state or national emergency is entitled to leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his/her being ordered to active duty is because of (a) his/her own request or (b) a failure to fulfill the contractual obligation to the Armed Service.

ARTICLE 19

HOURS OF WORK

SECTION 1. The standard work period shall be 28 days in length comprised of eight (8) or ten (10) hour shifts. In the event an employee's shift schedule is changed, the existing mathematical ratio of duty days on shall be adjusted in regard to shifts off within 30 days of undertaking the new duty schedule.

The standard work period for eight-hour employees shall be 28 days in length composed of eight (8) hour shifts with five (5) consecutive days on duty and two (2) consecutive days off duty. The existing two (2) rotating shifts system in effect on the date of this Agreement shall be maintained.

The standard work period for investigations employees shall be 28 days in length composed of ten (10) hour shifts with four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the two Investigation Bureau shifts of operation. It is agreed that the two shifts shall begin no earlier than 0700 hours and end no later than 2200 hours. An exception to these hours of work may be necessary to address specific crime problems as identified by Police Department Management. These changes in the hours of work shall not exceed fourteen calendar days at a time.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the Traffic Enforcement shifts, comprised of the four Motorcycle Officers. A Ten (10) hour shift system shall be maintained for the Traffic Enforcement shifts, eight (8) consecutive days on duty followed by six (6) consecutive days off duty.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

Field Operations Bureau shall maintain the ten (10) hour shift system comprised of ~~three-four~~ (34) shifts, with eight (8) consecutive days on duty, followed by six (6) consecutive days off duty. The hours of each shift shall be posted during the shift bid cycle.

A "Shift - Bidding" program will go into effect at the time of this Agreement for the Field Operations Bureau. With the following categories and ranks being separated into categories

1. Field Training Officers
2. Sergeants and Patrol Officers
3. SWAT team members

If an officer is listed in more than one of the special categories of Field Training Officers, Motor Officers or SWAT team members, his/her choice shall be subject to the following priority of categories.

Priority I: Field Training Officers
Priority II: SWAT Team Members

EXAMPLE:

An officer is a Field Training Officer and a SWAT team member and he/she bids Shift I in both categories. Three other field officers are senior to this officer, but he/she is the most senior officer on the SWAT team. The officer would not be awarded his/her first choice because the category of Field Training Officers is a higher priority category.

Each officer within a category will submit a bid in writing, indicating his/her ~~three-four~~ (34) choices of shifts he/she wishes to be assigned to for the bidding cycle; the first choice being the shift most desired and the third choice being the least desired.

The cycle will be for one (1) year and the shifts assigned will be determined by seniority in the category the officer is in. Depending on the officer's seniority and the shifts requested by the officer, the officer will be assigned to his/her first choice unless that shift is already filled with officers with more seniority. At that time, the officer will be assigned to his/her second choice unless it is also filled with officers with more seniority. The third choice of the officer will then be assigned, unless it is also filled with officers with more seniority. The fourth choice of the officer will then be assigned if the officer does not have the seniority for the other requested shifts.

The District assignments and days off assigned to them for the coming Shift Bidding year shall be posted no later than the first day of November each year.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

The written bid will be turned in to the Field Operations Commander between November 1 and November 30 of each year and the shift cycle will commence on January 1 of each year. The only shift transfers other than outlined in the bidding process will occur upon promotion (Seniority Article shall apply), agreements between two (2) officers of the same category to trade shifts, vacancies upon shifts that are posted and bids will be taken by seniority, and temporary shift shortages, or short term special projects requiring additional manpower. Any officer not submitting a bid within the dates outlined above, without special permission, will be assigned to the shift with vacancies after all other officers are assigned. Any other transfers (reassignments) will be from disciplinary action and subject to Article 10 of this Agreement.

The Chief of Police may, under Article 5 Management Rights, assign officers to other shifts or special assignments for a period not to exceed four (4) months appointment. At the conclusion of such time the affected officer shall return to his/her normal shift assignment as bid under the provisions stated above. By mutual agreement of the affected officer and the Chief of Police, the time period may be extended to, but not exceed, eighteen (18) months appointment.

An assignment to the Investigations Division as an Investigator shall be for a minimum of twenty four (24) months with no maximum time assigned. By mutual agreement of the affected officer and the Chief of Police, the minimum time period may be changed to less than twenty four (24) months.

The "shift bidding" process will not affect the assignment of probationary police officers to such shift(s) as the Chief deems appropriate for training purposes. Upon successful completion of their entry-level probation period, such officers shall be required to bid on shift assignments on the basis of seniority in the manner stated above.

SECTION 2. Employees required to perform duties in association with their position outside their normal shift shall, at their option, be paid or receive compensatory time.

- A. If payment is received, the employee shall receive pay at one and one-half his/her total hourly rate for each hour worked outside his/her normal shift. The total hourly rate of pay shall include the regular rate of pay and shift differential plus Longevity pay if the shift differential or longevity pay is received on a regular basis.
- B. If compensatory time is received, the employee shall be credited with one and one-half hours compensatory time for each hour worked outside his/her normal shift.
- C. Employees required by the Employer to receive training outside their regular work period shall be paid their

regular rate of pay. The Chief of Police or his designee may adjust an officer's regular work period within the officer's work cycle to accommodate the receiving of training. Represented officers required to attend training during their regular work cycle shall be provided with ten (10) hours off duty with pay immediately prior to each day of class or training.

Employees who are instructing outside of their regular work period shall be allowed to choose between being paid at a rate of one and one half hours for each hour worked, or receiving compensatory time at a rate of one and one half hour for every hour worked.

SECTION 3. Employees who are called back to duty during their normal off duty hours shall receive a minimum of three (3) hours compensatory time or three (3) hours pay, at their option. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officers' regular shift shall be paid at the rate of one and one half hour for every hour. This section does not apply to any litigant who names the city as a defendant or any one subpoenaed by the plaintiff.

A. "Court Time Compensation" Employees who are called back to duty during their normal off duty hours, to attend Department of Public Safety Hearings, which shall include Phone Hearings, Municipal, District and Federal Court, shall receive a minimum of three (3) hours compensatory time or pay, at time and one-half for all court appearances in which they are subpoenaed and appear. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officer's regular shift shall be paid at the rate of one and one half hour for every hour.

Employees whose call back is canceled prior to them reporting for work will only receive one (1) hour compensatory time or pay.

SECTION 4. Compensatory time shall be taken at such time so as not to impede the operation of the department as determined by the chief of Police. Overtime shall be approved in accordance with departmental policy. Employees shall be allowed to accumulate eighty (80) hours of

compensatory time. Over eighty (80) hours will result in automatic cash payment for overtime worked.

- A. **SIU Employees.** Employees assigned to Special Investigations Unit (SIU) and School Resource Officers (SRO), and Community Action Officers (CAO) shall be allowed to accumulate four hundred (400) hours of compensatory time while assigned to SIU or School Resource duties. Compensatory hours above four hundred (400) hours will result in automatic cash payment for overtime hours worked. Employees who transition from any of these assignments shall have their accumulated compensatory time placed into their compensatory bank. Employees transferring from any of these assignments shall have half of the accumulated compensatory bank transferred as use or lose time within one (1) year from date of transfer.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred from any of these assignments (see Section 4 this article). The employee shall keep the remaining time until the employee uses it or terminates. Any new compensatory time earned once transferred from any of these assignments shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

- B. Employees assigned to Criminal Investigations shall be allowed to accumulate eighty (80) hours of compensatory time while assigned to the division. Compensatory hours above eighty (80) hours will result in automatic cash payment for overtime hours worked. Employees who transition from their respective division shall have their accumulated compensatory time placed into their compensatory bank.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred (see Section 4 of this article.) The employee shall keep the time until the employee uses it or terminates. Any new compensatory time earned once transferred shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

SECTION 5. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued compensatory hours.

SECTION 6. The Employer agrees that officers shall not be required to perform duties normally performed by other municipal departments except in an emergency situation or where danger to life, health or

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

property exists. The determination of these situations shall be made by the City Manager and/or anyone properly acting in his capacity.

ARTICLE 20

WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a ~~3.0%~~4.40% across the board increase to the pay scale for fiscal year 2020/2021 which will be effective ~~January~~July 01, 2021 as reflected in Addendum A.

ARTICLE 21

**SPECIAL ASSIGNMENT/HAZARDOUS DUTY/
MOTORCYCLE OFFICER/FIELD TRAINING OFFICER/
K-9 (CANINE) HANDLER**

SECTION 1. Special Assignment is defined as any of the following positions: Detective, Special Investigations, Community Action Officer, School Resource Officer, and Explorer Post Advisor, SWAT, Motor Officers, and Bilingual Officers. Officers assigned duty that is managed outside of this department (e.g. FBI, Violent Crimes Task Force).

1. Officers assigned as Detective shall have reached the rank of Sergeant prior to being assigned.
2. Hazardous Duty Assignment is defined as any of the following positions: Special Weapons and Tactics Team Officers. ~~and officers assigned to the "Bomb Squad."~~

Selection process for above Special Assignments and Hazardous Assignments to be designed by management to meet the needs of management.

At the time of posting of the opening in a Special or Hazardous Assignment, the minimum duration of assignment shall also be posted and the successful applicant shall be guaranteed the posted duration of assignment unless the employee voluntarily withdraws from the assignment or the employee is removed for the unwillingness or inability to perform duties assigned after appropriate counseling, training and developmental measures have been exhausted.

It is understood and agreed that this article does not preclude management from specially assigning an employee of a higher rank than

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

Sergeant position; however, in the event management elects to specially assign an employee of higher rank than Sergeant, that employee shall not lose any seniority status, benefits or monies for the duration of the assignment and shall be returned to the position formerly held prior to the special assignment.

- A. Officers who are assigned as Field Training Officers (FTO) shall receive additional pay in the amount of fifty dollars (\$50.00) per shift in which an FTO has a Police Officer, or a Probationary Police Officer assigned to him/her for more than one-half (1/2) of the regularly scheduled shift.
 - 1. Field Training Officers shall be selected from the rank of Sergeant.
 - 2. Only certified Field Training Officers (FTO) selected in a process designed by management to meet the needs of management shall conduct Field Training Officer duties. Assignment of probationary officers shall be done on a rotating basis with the intent being that each FTO shall receive an equal number of training assignments.

- B. Effective October 24, 2007 employees assigned the task of being a K-9 (Canine) Handler, who cares for, houses and is responsible for handling a Midwest City Police Canine (to include bomb dog, patrol dog and drug dog) shall receive 30 minutes (time off), during each shift worked, for their off-duty care and handling of the dog(s) assigned to them. This time off shall occur the first or the last 30 minutes of the shift, as determined by management. In the event the handler is not allowed the time off the will receive 30 minutes of compensatory time figured at straight time.
 - 1. K-9 (Canine) Handlers shall receive compensation in the form of 60 minutes compensatory time for the off-duty care and handling of the dog(s) assigned to them which occurs on days that the handler does not work a shift. The rate of compensation shall be figured at straight time.
 - 2. K-9 Handlers shall receive compensation in the form of compensatory time for veterinary appointments for their assigned dog(s) which occur outside of the handler's normal shift. The rate of compensation shall be figured at straight time for every hour spent going to and from the veterinarian's office and the time spent at the office. Handlers shall be required to notify the K-9 Supervisor as soon as possible after an emergency visit, and prior to routine veterinarian appointments.

3. K-9 (Canine) Handlers shall be allowed to accumulate compensatory time earned by the off duty care of their assigned dog (s). This bank shall be separate from the compensatory time bank found in Article 19, Section 2 through Section 4.
4. A total of eighty (80) hours of compensatory time earned by the off duty care of their assigned dog(s) shall be carried over into a new contract year. Time in excess of the eighty (80) hour bank shall be paid to the handler at the end of the contract year. At a rate of one hours pay for one hour of compensatory time.

Upon Termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all compensatory time earned by the off duty care of the assigned dog(s).

5. K-9 (Canine) Handlers required to perform duties in association with their position outside their normal shift, other than care for the dog(s), shall be compensated in accordance with Article 19.

- C. Officers who are assigned as Spanish and/or American Sign Language interpreters shall receive additional pay in the amount of thirty dollars (\$30.00) per pay period. Such officers shall complete a mutually agreed upon system, demonstrating at least basic fluency in the assigned language prior to receiving the special assignment pay. Officers receiving such pay will be required to serve as interpreters on an as-needed basis.

ARTICLE 22

ACTING OUT OF HIGHER CLASSIFICATION

Section 1. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for thirty-one (31) consecutive days, in conformance with departmental policies and retroactive to and including the first day, shall be paid at the rate for that position or rank while so acting. No payment shall be made if service is voluntarily broken for more than two (2) days (shifts) during the 31-day period. Sick leave, emergency leave or previously scheduled holiday pay (leave) shall not constitute broken service.

SECTION 2. The Employer agrees that employees who act out of higher classification shall be compensated at the rate of pay they would receive were they permanently promoted to the higher classification.

ARTICLE 23

TRAVEL EXPENSES

SECTION 1. When an employee is required to furnish his/her own transportation to conduct City business, the employee shall be reimbursed the same rate as city policy for each mile as determined by the most direct route.

SECTION 2. Employees shall be reimbursed for all parking fees at actual cost.

ARTICLE 24

PENSION CONTRIBUTION

SECTION 1. The City of Midwest City and all eligible commissioned officers shall continue to participate in the State Police Pension and Retirement System pursuant to Title 11, Oklahoma Statutes, Section 50-101, et seq., as amended.

SECTION 2. The employee shall contribute to the pension fund an amount equal to eight percent (8%) of his/her regular pay plus pay (8%) of his/her longevity pay.

SECTION 3. The Employer shall contribute to the pension fund an amount equal to thirteen percent (13%) of the employee's regular pay plus thirteen percent (13%) of the employee's longevity pay.

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ARTICLE 25

LONGEVITY

SECTION 1. All employees covered by this CBA shall be eligible for Longevity benefits according to the following schedule ~~effective July 1, 2018 the Longevity benefit will start at five (5) years of service;~~ effective July 1, 2019-2021 the Longevity benefit will begin on the fourth (4) year of service:

	Years of Service	Annual Longevity	Payday Longevity Pay	Hourly Longevity Pay
\$150.00 \$125.00	4	\$600.00 \$500.00	\$23.08 \$19.23	\$0.29 \$0.24
\$150.00 \$125.00	5	\$750.00 \$625.00	\$28.85 \$24.04	\$0.36 \$0.30
\$150.00 \$125.00	6	\$900.00 \$750.00	\$34.62 \$28.85	\$0.43 \$0.36
\$150.00 \$125.00	7	\$1,050.00 \$875.00	\$40.38 \$33.65	\$0.50 \$0.42
\$150.00 \$125.00	8	\$1,200.00 \$1,000.00	\$46.15 \$38.46	\$0.58 \$0.48
\$150.00 \$125.00	9	\$1,350.00 \$1,125.00	\$51.92 \$43.27	\$0.65 \$0.54
\$150.00 \$125.00	10	\$1,500.00 \$1,250.00	\$57.69 \$48.08	\$0.72 \$0.60
\$150.00 \$125.00	11	\$1,650.00 \$1,375.00	\$63.46 \$52.88	\$0.79 \$0.66
\$150.00 \$125.00	12	\$1,800.00 \$1,500.00	\$69.23 \$57.69	\$0.87 \$0.72
\$150.00 \$125.00	13	\$1,950.00 \$1,625.00	\$75.00 \$62.50	\$0.94 \$0.78
\$150.00 \$125.00	14	\$2,100.00 \$1,750.00	\$80.77 \$67.31	\$1.01 \$0.84
\$150.00 \$125.00	15	\$2,250.00 \$1,875.00	\$86.54 \$72.12	\$1.08 \$0.90
\$150.00 \$125.00	16	\$2,400.00 \$2,000.00	\$92.31 \$76.92	\$1.15 \$0.96
\$150.00 \$125.00	17	\$2,550.00 \$2,125.00	\$98.08 \$81.73	\$1.23 \$1.02
\$150.00 \$125.00	18	\$2,700.00 \$2,250.00	\$103.85 \$86.54	\$1.30 \$1.08
\$150.00 \$125.00	19	\$2,850.00 \$2,375.00	\$109.62 \$91.35	\$1.37 \$1.14
\$150.00 \$125.00	20	\$3,000.00 \$2,500.00	\$115.38 \$96.15	\$1.44 \$1.20
\$150.00 \$125.00	21	\$3,150.00 \$2,625.00	\$121.15 \$100.96	\$1.51 \$1.26
\$150.00 \$125.00	22	\$3,300.00 \$2,750.00	\$126.92 \$105.77	\$1.59 \$1.32
\$150.00 \$125.00	23	\$3,450.00 \$2,875.00	\$132.69 \$110.58	\$1.66 \$1.38
\$150.00 \$125.00	24	\$3,600.00 \$3,000.00	\$138.46 \$115.38	\$1.73 \$1.44

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

\$150.00 \$125.00	25	\$3,750.00 \$3,125.00	\$144.23 \$120.19	\$1.80 \$1.50
\$150.00 \$125.00	26	\$3,900.00 \$3,250.00	\$150.00 \$125.00	\$1.88 \$1.56
\$150.00 \$125.00	27	\$4,050.00 \$3,375.00	\$155.77 \$129.81	\$1.95 \$1.62
\$150.00 \$125.00	28	\$4,200.00 \$3,500.00	\$161.54 \$134.62	\$2.02 \$1.68
\$150.00 \$125.00	29	\$4,350.00 \$3,625.00	\$167.31 \$139.42	\$2.09 \$1.74
\$150.00 \$125.00	30	\$4,500.00 \$3,750.00	\$173.08 \$144.23	\$2.16 \$1.80

SECTION 2. This payment will be in addition to an employee's base pay.

SECTION 3. Whenever an employee is eligible for the next level of longevity, the higher level pay will begin and will be in conjunction with the date of hire with the City of Midwest City.

SECTION 4. Longevity does not go into effect until the beginning of ~~the fifth (5th) year of service effective July 1, 2018 and on~~ the fourth (4th) year of service ~~effective July 1, 2019~~ as an officer and the maximum that can be received is at Thirty years of service as an officer. Longevity is calculated by taking ~~\$100.00~~\$150.00 a year times the years of service and will be figured hourly and paid per pay period.

ARTICLE 26

RESIDENCY REQUIREMENTS

SECTION 1. Pursuant to Title 11, Oklahoma Statutes, Section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, police officers are not required to reside within the city limits of Midwest City.

SECTION 2. Since members of the bargaining unit are not required by Title 11, Oklahoma Statutes, section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, members of the bargaining unit shall maintain a current active cell phone and/or land line number for recall purposes. All such employees will be required to insure the Chief's secretary / administrative assistant has updated numbers. These numbers will be kept in confidence and with established policy.

ARTICLE 27

GROUP HEALTH BENEFITS

SECTION 1. The Employer agrees to provide health, dental, vision and hearing benefits coverage for employees.

SECTION 2. The employees covered by this Agreement and enrolled in the Health Plan **Preferred Network** shall pay ~~\$66.43~~\$77.11 premium per pay period for the employee's health benefit and ~~\$234.33~~\$258.64 for their dependent spouse, or ~~\$194.52~~\$212.14 for their dependent child(ren), or ~~\$273.24~~\$304.25 for all dependents within the employees family for health benefits. Employee and dependent dental, vision and hearing benefits will be provided at no cost to the employee.

SECTION 3. If, during the term of this Agreement, the City Council approves an alternative health care program as an option to the City's health benefits plan, the City agrees to contribute to the optional program chosen by the employee an amount, equal to the City's contribution being paid by the City to the City's internally operated health benefits plan.

SECTION 4. The FOP president may appoint one member of the FOP as the FOP's representative to the Health Benefits Committee established by the City Manager. The local FOP president shall select said appointee for the entire period of this Agreement. Said appointee shall be a full voting member of the Health Benefits Committee.

SECTION 5. The Employer shall have the right to modify, alter or amend the Health Benefits Plan Document in whole or in part, provided, however, that no amendment shall diminish or eliminate any claim for any benefit to which a participant was entitled, prior to such amendment.

SECTION 6. The City shall provide life insurance for members of the Police Department with a basic benefit of thirty thousands dollars (\$30,000) and a double indemnity benefit for accidental death in the amount of sixty thousand dollars (\$60,000).

SECTION 7. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 27 for the sole purpose of modification to the premium that is referenced in section two (2) and section three (3) of the article.

In the event of an increase to the Employee Health Plan and/or employee's premium and/or the dependent premium during the 2013-2014 contract years, the city agrees to pay half of the cost with employee paying the remaining half.

ARTICLE 28

SAFETY AND HEALTH BOARD AND LABOR MANAGEMENT REVIEW

SECTION 1. There shall be established a Safety and Health Board.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- A. Said Board shall have the responsibility of recommending safety and health needs to the Employer.
- B. The membership of the Board shall be comprised of two members appointed by the FOP president and two members appointed by the Chief of Police. Said Board shall elect a chairperson from within their Board.
- C. Said Board shall meet quarterly or at such times as deemed necessary by the Chief of Police or the FOP.
- D. After each meeting of the Board, a written report shall be made and copies of it submitted to the Chief of Police, the City Manager and the FOP president.
- E. The Chief of Police shall acknowledge receipt of the report from, said Board within ten (10) days and inform the Board in writing of any administrative action taken regarding the Board's recommendations.

SECTION 2. There shall be established a Labor Management Review Board.

- A. Said Board shall be charged with reviewing accidents, shootings, grievances and other matters referred to it by the Chief of Police.
- B. The membership of the Board shall be comprised of three members appointed by the Chief of Police or designee and three members appointed by the president of the FOP or designee. Members so appointed shall serve for a period of one year. The chairperson of the Board shall be the Human Resources Director or designee.
- C. Said Board shall be convened upon order of the Chief of Police. Said Board shall conduct its business within the time span allotted by the convening order of the Chief of Police.

SECTION 3. General Provisions

- A. Members of the Safety and Health Board and the Labor Management Review Board shall be granted time off without loss of pay to attend their Board meetings and to conduct investigations deemed necessary by the Chief of Police.
- B. The FOP president and the Chief of Police shall each appoint alternate members in the event that their regularly appointed members are unable to serve.

- C. In reviewing matters other than grievances referred by the Chief of Police, the Labor Management Review Board shall serve as a fact finding body; one fact of the situation being a determination of the appropriateness of the action taken by an individuals involved.
- D. In reviewing a grievance, the Labor/Management Review Board shall review the appropriateness of the action which is the subject of the grievance and make recommendations to the Chief.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations that shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 3. Testing will be administered by the Chief of Police in accordance with the Equal Employment Opportunity Commission guidelines and the Midwest City Affirmative Action Plan. All written tests questions administered in accordance with this Agreement shall be validated prior to competition.

SECTION 4. Sergeant

A. Eligibility.

1. Applicants shall be required to have been employed for a period of four (4) continuous years of service as a police officer with this department. Applicants will be allowed to test during the 30 days prior to his/her reaching their fourth (4) anniversary date. Upon successful completion of the competency testing, the applicant shall be promoted to Sergeant once they reach their fourth (4) anniversary date. Applicants must not be on disciplinary probation or disciplinary suspension on the date of examination. Applicants must not have been reduced in grade for cause within the last twelve (12) months prior to the date of examination.

2. Advancement to the rank of Sergeant shall be made following the applicant successfully scoring seventy-five percent (75%) or better on a written test of "police officer" job skills, knowledge and abilities.
3. Applicants who do not successfully score seventy-five percent (75%) or better on the written test must wait a minimum of 90 days before they are eligible to re-test for the rank of Sergeant.
4. It shall be the responsibility of a police officer who has met the eligibility requirements cited in subsection 1 or 3 of this section to notify the Chief of Police, in writing, of his/her intention to take the written test.

SECTION 5. Lieutenant

A. Eligibility

Applicants shall be required to have held the rank of Sergeant for a period of one (1) continuous year. Applicants must not have been on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of competition.

B. Written Examination

A written examination will be prepared by the Chief of Police or his designee. The Human Resource Director, Chief of Police or assessment facilitator and the FOP Representative shall meet prior to testing and review all test questions and answers. If any of the three representatives fail to agree upon a test question, it shall not be used. Only clear, direct questions requiring concise answers will be used. Neither trick nor ambiguous questions will be a part of the written test. The test should consist of at least one hundred (100) objective (multiple / true or false) job knowledge questions. Test questions must be obtained from materials available to all applicants, with a list of these materials posted in conspicuous places throughout the Police Department thirty (30) days prior to the date of examination.

Pass/fail on the written examination will be seventy five 75% of the highest score possible on the written examination. The top eight (8) candidates scoring seventy five percent (75%) or more of the highest score possible on the written test

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

will qualify to compete in the assessment process. In the event of a tie for the eighth position, all officers tied for that position will be permitted to compete in the, assessment process. The written test shall be weighted by the Chief of Police prior to testing and be included in the candidates' final score.

Grading of written examinations will consist of: The Human Resources Director will appoint a representative who shall grade the written examinations with the assistance of the designated Fraternal Order of Police observer and Chief of Police designee. Immediately following the grading and prior to the posting of the scores, all candidates will review the test together with the Human Resource Director or representative by use of an overhead projector or power point presentation. At that time, if the validity of any question is raised, the Human Resource Director Representative, the Labor Representative and the Assessment Facilitator for Management will determine whether or not the question will be counted. All grievances concerning the written test shall be filed prior to the meeting being adjourned. Any grievance will be filed with the City Manager. If a grievance is not filed, the written test scores will stand.

C. Assessment Board

The Chief of Police shall establish a board consisting of four (4) members of the rank of Lieutenant or above. All assessors will be from police Departments comparable in size to the Midwest City Police Department or larger departments. One (1) of the assessors shall be from the Midwest City Police Department, struck from a list of the eligible personnel, with the first to strike a name being determined by a coin toss.

The competitive assessment shall be designed by management to address the particular needs identified by management. The eligibility of each assessor to serve on the board shall be determined by the Human Resources Director.

D. Personnel File Review Process

Each of the top eight (8) Candidates scoring seventy five (75%) or higher on the written examination shall who appear before the assessors at which time his/her personnel or 201 file covering the past three years shall be presented by the Human Resources Director or designee for the review of the assessment panel.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

The candidate will be present during their review process and will be given the opportunity to clarify or correct any material/information presented to the Board.

The 201 review will be considered by the assessors in determining the final assessment ranking.

This shall be the final exercise of the assessment process.

E. Selection.

The selection of Lieutenant shall be made by the Chief of Police as outlined in Section 8.

- F. Shift III officers who are among the top 12 candidates, and are on the regular work cycle will be allowed to take personal leave off duty with pay immediately prior to each day of the assessment. This does not include the written test.

SECTION 6. Captain

The position of Captain shall be filled by appointment by the Chief of Police from the rank of Lieutenant from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 7. Major

The position of Major shall be filled by appointment by the Chief of Police from the rank of Captain from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 8. Selection

The assessors will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top Sergeant candidate, as determined by the assessors, shall be the individual promoted to the vacant position.

SECTION 9. Applicant Rights and Responsibilities

- A. If the applicant believes the procedures outlined herein have been violated, the individual may present a grievance on this issue to the Chief of Police.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

Such appeal must be made within three (3) working days following completion of the assessment process.

- B. A member of the Fraternal Order of Police shall be named by the FOP to act as an observer during the promotion process, except that the observer will not be present during the preparation of the assessment process and during the personal interview portion of the assessment board. He shall be afforded the opportunity to verify the process immediately prior to the review of applicants. The observer shall carry out the following duties:
 - 1. Review the eligibility list to insure all individuals meet the requirements according to the current contract.
 - 2. Shall be present during the administering and grading of the written test and monitor the same.
 - 3. Shall be present during the assessment process and monitor the same, excluding individual interviews.
 - 4. Report any and all irregularities, immediately, to the Fraternal Order of Police president, Human Resources Director and Chief of Police.
 - 5. Observe the same rules of confidentiality that apply to members of the Promotion Review Board.
- C. The Human Resources Director or designee shall be present at each step in the assessment process as an observer.
- D. Each applicant is entitled to review his/her individual final results, including the written test results, with the Human Resources Director.
- E. Written examinations and Promotion Review Boards shall not exceed eight (8) hours in a given day.
- F. Applicants shall be notified of the selection following the expiration of the grievance period outlined in Section 9(A) of this article.

SECTION 10. Special Circumstances

During the application of this promotion system, special circumstances may arise. The following shall be used as guidelines for pertinent situations:

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.
- B. Should a totally new position in the rank structure become available, then this position will be filled as nearly as possible in accordance with the procedures set out in this system. This new position will then be written into this system following the basic procedures contained herein.
- C. At no time will only one person be eligible for a position if three or more people would be eligible except for time-in-grade. A staff decision will be made as to how many or who will be eligible. At all times, the general provisions will be adhered to as closely as possible.
- D. When new positions in the rank structure are created, then time-in-grade requirements will be waived until the position has been filled for the requisite time for advancement to the next higher position, when an adequate number of applicants are not eligible within the department.
- E. If, during the promotional process, there is a dispute about any of these sections or provisions in this promotion procedure, then all such disputes will be settled by a staff decision.

SECTION 11. Integrity of Promotional Process

- A. All aspects of this promotional process, with particular attention to questions and answers of the written examinations, and assessment procedures, shall be maintained in the strictest confidence and this information provided on "need to know" basis only.
- B. Any employee, regardless of rank or status, who is determined to violate this section shall be subject to disciplinary action as provided by the Police Department disciplinary policies.

SECTION 12. Promotional Eligibility List

- A. Upon the completion of the promotional process for the ranks of Sergeant, the department will establish and maintain a final ranking eligibility list, in descending order, of those candidates who successfully complete the assessment process, but were not the top performer. This list will be maintained for a period of twelve (12) months from the date of the completion of the assessment process.

- B. In the event that another opening in the rank of Sergeant comes open during that twelve (12) month period, the Employer agrees to promote the top person on the promotional eligibility list for that particular rank. Any person who is on the eligibility list (list maintained for twelve months) who has been placed on disciplinary probation or disciplinary suspension or has been reduced in rank for just cause during his/her eligibility period shall not be promoted. If, for any reason, the top person on the promotional eligibility list declines the offer of a promotion, the next on the list shall be offered the promotion. If the top person on the promotional eligibility list declines a promotion, he/she shall remain the top person for the remainder of the term of the eligibility list.
- C. If more than one opening becomes available in that rank during that twelve (12) month period, then those positions would be filled from the descending order from the promotional eligibility list for that particular rank.
- D. On the tenth day following a vacancy, a notice will be posted announcing the vacancy and listing the study materials. The date of this posting shall determine the eligibility of any applicant for the vacancy and promotional eligibility list. Any vacancy occurring during the term of the current promotional eligibility list will be filled from that list.

ARTICLE 30

EDUCATION INCENTIVE PAY

SECTION 1. The Employer recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance the Employer agrees to allow the members of the bargaining unit to participate in the City's Tuition Reimbursement Program effective July 1, 2000. If the employee decides to participate in the tuition Reimbursement Program he/she will not be able to receive the College Incentive pay as outlined below. If the employee currently holds a degree and wishes to participate in the Tuition Reimbursement Program, he/she will not be eligible to receive the College Incentive pay at the next degree when completed.

SECTION 2. The Human Resources Director (or designee) and the president of FOP Lodge #127 (or designee) shall develop and post a list of Associate level degrees, Bachelor level degrees and Masters level degrees offered by or recognized by the Higher Education System of the State of Oklahoma that this committee has determined to be directly job

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

related or of benefit to both the employee and the City. In the event a degree program is disputed by members of this committee, the City Manager shall decide the applicability of the degree program.

SECTION 3. Payment for attaining such a recognized degree or CLEET Certification shall be as follows:

Intermediate CLEET Cert.	\$40.00 <u>\$50.00</u>	per pay period
Advance CLEET Cert.	\$50.00 <u>\$60.00</u>	per pay period
Associate Degree	\$60.00 <u>\$70.00</u>	per pay period
Bachelors Degree	\$70.00 <u>\$80.00</u>	per pay period
Masters Degree	\$80.00 <u>\$90.00</u>	per pay period

If an Officer holds multiple degree(s) and/or CLEET certifications, the Officer shall receive the incentive for the highest held degree or CLEET certification, payment shall be included in the employee's base pay and paid per regular pay period.

SECTION 4. The employee shall furnish a certified college transcript to the Personnel Department to be included in the employee's 201 file that indicates the award of said degree.

SECTION 5. All members of the bargaining unit employed prior to July 7, 1988 with college degrees accepted by the Higher Education System of the State of Oklahoma shall be compensated for such degree, regardless of program, by the terms of this article. All employees hired after July 1, 2002, submitting degrees for incentive pay must be approved as a "police related" degree determined by the Police Chief and FOP President.

SECTION 6. Payment shall be made solely on the highest degree attained.

ARTICLE 31

BULLETIN BOARD

SECTION 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of FOP informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community.

Acceptable use of the bulletin board would include:

- A. Recreational and social affairs of the FOP.
- B. FOP meetings
- C. FOP elections
- D. Reports of FOP committees
- E. Rules or policies of the FOP

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- F. Other notices as approved for posting by the Human Resources Director.

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

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

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

ARTICLE 32

DRUG FREE WORKPLACE ACT

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

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

ARTICLE 33

HEALTH PHYSICAL

SECTION 1. The Employer agrees to provide at no cost to the employee a voluntary physical examination at;

Every 5 Yrs. For employees at age 21-39

Every 4 Yrs for employees at age 40-49

Every 3 Yrs. For employees at age 50+

- Medical History
- Physical Exam
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 40)
- Chest and spine X-ray at Employees Discretion
- Lumbar-sacral spine X-ray at Employees Discretion
- Hepatitis B and C Antibody Screening
- HIV Screening
- Pulmonary Function Exam
- Testicular exam for all male employees regardless of age
- Breast exam for all female employees regardless of age
- TDAP Immunization
- MMR Booster at the employees discretion
- Calcium Scoring Test for all employees over 40 Yrs. Of age

SECTION 2. Only the employee shall each receive a copy of the results of the medical evaluation.

SECTION 3. The physical examination will be administered during the employee's anniversary month.

SECTION 4. The examination shall be done with pay at a straight-time rate.

ARTICLE 34

UNIFORM PROCUREMENT

SECTION 1. The procurement of new uniforms will be the sole responsibility of the Officer. Officers will be responsible for upkeep of their equipment and uniforms as outlined in Police Department Policy.

SECTION 2. Duty uniforms shall be of a type and color approved by management and readily available from local vendors.

SECTION 3. The Employer agrees to provide each employee any additional uniform item required with the exception of uniform items currently provided by each employee, i.e. leather/web gear, footwear and handguns. The Employer further agrees that, in the event it makes the administrative decision to substantially change the type or color of the required duty uniform, it will provide the initial issue of the new uniform to the employees covered by this Agreement.

SECTION 4. The Employer agrees to purchase (1) pair of Motorcycle pants per physical year for officers assigned as Motorcycle Officers, beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter. The employer further agrees to purchase (1) pair of approved Motorcycle boots for each Motorcycle Officer every two years (2) beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

SECTION 5. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or destroyed in the line of duty up to a maximum of three hundred and twenty five dollars (\$325.00) per incident.

SECTION 6. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to three hundred and twenty five dollars (\$325.00).

SECTION 7. An employee who accepts an assignment in the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of that department. This section shall apply to any and all employees who are currently assigned and have not been compensated.

An employee who returns to Patrol Division assignment from the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of the Patrol Division. This section shall apply to any and all employees who are currently assigned and have not been compensated.

ARTICLE 35

PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

SECTION 1. The Employer agrees to provide the Union an electronic copy of the Collective Bargaining Agreement (CBA) on a CD or Thumb drive, and a "Read Only" PDF to be sent to the FOP President each year at no cost to the Union. The FOP agrees to distribute to each of the unit's members an electronic copy of the CBA each year.

NOTE: the City agrees to provide no more than ten (10) printed copies of the CBA to the FOP at no cost.

ARTICLE 36

LIEUTENANT/~~SERGEANT~~CAPTAIN ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

CBA Between MWC and FOP Lodge 127 for FY ~~2020/2021~~2021/2022

During the minimum time of the assignment, by mutual agreement of the affected officer and the Chief of Police, the time period may be set aside and the affected officer moved.

ARTICLE 37

SUBSTANCE ABUSE PROGRAM

SECTION 1. The Fraternal Order of Police, Lodge 127 recognizes the City's right and responsibilities to administer the City's Abuse Policy in accordance with state and Federal guidelines.

ARTICLE 38

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 2. If any provision of this Agreement conflicts with a provision of the Merit System, or other personnel provisions of the City of Midwest City then, and in that event, the language of this contract shall have precedence and control.

ARTICLE 39

POLICE OFFICER RETIREMENT

Section 1: The City of Midwest City wishes to recognize and honor those officers who have honorably served twenty (20) years of continuous service to the citizens of Midwest City and the Midwest City Police Department by giving to the officer upon retirement their issued service weapon. This will occur when an officer retires in good standing, and pursuant to the requirements of the Oklahoma Police Pension and Retirement System.

Section 2: Employees covered by this agreement understand that this is a "Fringe Benefit," under the IRS Regulations, and therefore the fair market value of said service weapon is considered taxable.

CONCLUSION

It is understood by the parties to this Agreement that the foregoing is an amendment of its terms and conditions during the contract period and it cannot be altered in any manner, except in accordance with Article 7, Section 1.

IN WITNESS WHEREOF, the parties set their hand this on the ~~27th~~ day of July, ~~2020~~2021

CITY OF MIDWEST CITY

Matthew D. Dukes II Mayor

CITY CLERK

CORPORATE NEGOTIATOR
MIDWEST CITY FRATERNAL ORDER OF POLICE, LODGE #127

PRESIDENT

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM this the ~~27th~~ day of July, ~~2020~~2021

CITY ATTORNEY



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Council

From: Don Maisch, City Attorney

Date: August 10, 2021

RE: Discussion and consideration for adoption, including any amendments, of a Resolution to delegate certain duties from the City Council to the City Manager as authorized by Article III, Section 3, Paragraph 7 of the City Charter.

This proposed Resolution would delegate to the City Manager certain duties of the City Council, as allowed by the City Charter. Specifically, this Resolution would delegate to the City Manager, or designee the ability to cancel checks that are more than three (3) years old and were issued for less than \$25,000.00. The City Council requested this delegation of this specific duty at its June, 2021 City Council Meeting.

Approval is requested.

Respectfully submitted,

Don Maisch, City Attorney

RESOLUTION 2021-_____

A RESOLUTION TO DELEGATE CERTAIN DUTIES AND RESPONSIBILITIES FROM THE CITY COUNCIL TO THE CITY MANAGER, OR DESIGNEE, AS ALLOWED BY ARTICLE III, SECTION 3 (7) OF THE CITY CHARTER.

WHEREAS, Article III of the City Charter establishes the administrative office of the City Manager and other City Departments;

WHEREAS, Article III, Section 3 establishes the duties and responsibilities of the City Manager;

WHEREAS, one such duty and/or responsibility is established in Article III, Section 3, Paragraph 7, which requires the City Manager to, “[p]erform such other duties as this Charter may prescribe and such duties as the council may prescribe, consistent with this Charter”;

WHEREAS, the City Council, by City Ordinance adoption (see Section 2-116 of the City of Midwest City Ordinances) has delegated to the City Manager the purchases of supplies, materials, equipment or personal services, or any combination thereof that are \$25,000.00 or less;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, that:

In addition to the duties and responsibilities delegated to the City Manager pursuant to Section 2-116 of the Midwest City Ordinances, the following ministerial duties are hereby delegated by the City Council to the City Manager or appropriate designee:

1. The cancellation of any check that is three (3) years or more old and which has a value of \$25,000.00 or less.

PASSED AND APPROVED BY the Mayor and City Council of the City of Midwest City on this _____ day of _____, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

Matthew D. Dukes, Mayor

Attest:

Sara Hancock, City Clerk

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

Donald D. Maisch, City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





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: August 10, 2021
Subject: Review of the monthly Neighborhood Services report for June 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 in training. Together they opened 564 new cases, cleared 1,532 cases, contracted 90 properties, and wrote 62 new citations. This makes 4,123 cases for the year and we currently have 1,463 open cases.

Here is a breakdown of all the violations worked for the month.

	June 2020	Total 2020	June 2021	Total 2021
Other Nuisance	61	1,408	98	443
Rubbish	108	685	97	1,450
Structures	45	1,389	65	267
Tall Grass & Weeds	301	925	174	631
Trash & Debris	167	1,186	83	981
Vehicles	60	345	47	351

This shows a comparison between 2020 and 2021 of the total cases worked by each ward.

	June 2020	Total 2020	June 2021	Total 2021
Ward 1	176	2,505	200	949
Ward 2	83	518	102	780
Ward 3	150	1,583	39	398
Ward 4	64	278	122	530
Ward 5	171	756	61	865
Ward 6	98	318	40	601

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



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 Council

From: Billy Harless, Community Development Director

Date August 10 , 2021

Subject: Monthly Residential and Commercial Building report for July 2021

We saw a lot of remodel permits for July, both commercial and residential.

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 7/1/2021 to 7/31/2021

Building - Commercial & Industrial

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/21/21	7001 E RENO AVE, 73110	UMAR, ZAINAB	B-21-0885	\$8,000.00
				\$8,000.00

Com Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/23/21	8000 E RENO AVE, 73110	CONNELLY PAVING CO INC	B-21-1462	
7/23/21	8000 E RENO AVE, 73110	CONNELLY PAVING CO INC	B-21-1463	

Com General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/15/21	5715 SE 15TH ST, 73110	YEAGER, JODY L	B-21-0311	

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/9/21	2590 S AIR DEPOT BLVD, 73110	SAVORY DEVELOPMENT	B-21-0106	\$495,000.00
7/15/21	604 N DOUGLAS BLVD, 73130	Cellco Partnership d/b/a Verizon Wireless c/o Faulk & Foster	B-21-0124	\$100,000.00
				\$595,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/2/21	1117 S DOUGLAS BLVD E & F, 73130	DOUGLAS DEVELOPMENT	B-21-0321	
7/13/21	1717 S AIR DEPOT BLVD, 73110	Laura Furr	B-21-1038	\$125,000.00
7/13/21	10625 E RENO AVE, 73130	DISH WIRELESS LLC	B-21-1265	\$50,000.00
7/14/21	1290 S AIR DEPOT BLVD, 73110	MASSEY, STERLING	B-21-1168	\$25,000.00
7/15/21	8121 NATIONAL AVE, 73110	LIMKE, ANDY	B-21-1124	\$91,000.00
7/16/21	2201 S AIR DEPOT BLVD, 73110	SAHLI RENTAL PROPERTIES LLC	B-21-0166	\$9,500.00
7/28/21	5606 SE 15TH ST, 73110	DAVIS, BRANDON	B-21-1231	\$8,000.00
7/29/21	6230 SE 15TH ST, OK, 73110	THOMPSON, BOBBY	B-21-1316	\$400.00
7/30/21	1101 N SOONER RD, 73121	STEWART, JUSTIN	B-21-1062	\$15,000.00
				\$323,900.00

Com Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/12/21	7305 SE 29TH ST, 73110	O'HARA'S SON ROOFING	B-21-1270	\$129,830.00
				\$129,830.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/1/21	7456 E RENO AVE, 73110	SB GRAPHICS & SIGNS	B-21-1130	\$4,000.00
7/1/21	7456 E RENO AVE, 73110	SB GRAPHICS & SIGNS	B-21-1129	\$4,000.00

7/6/21	6003 SE 15TH ST, B, 73110	SIGNS 405 LLC	B-21-1224	\$2,870.00
7/6/21	6003 SE 15TH ST, B, 73110	SIGNS 405 LLC	B-21-1132	\$2,870.00
7/15/21	8421 NE 10TH ST, 73110	REBEL SIGN COMPANY	B-21-0273	\$4,000.00

\$17,740.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/14/21	3212 MEADOWOOD DR, 73110	TEHU, SHUNU	B-21-0707	\$460.00
7/19/21	1008 W HAVENWOOD DR, 73110	DALTON, ROBERT	B-21-0838	\$2,500.00
7/20/21	13125 CHINKAPIN OAK PL, 73020	CLEVELAND, DWAYNE & KAY	B-21-1391	\$4,000.00
7/23/21	8720 NE 17TH ST, 73141	Daryl Ljunghammar	B-21-0700	\$45,000.00

\$51,960.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/16/21	717 E FROLICH DR, 73110	RING, ROGER	B-21-1320	\$3,250.00
7/20/21	10349 BELLVIEW DR, 73130	HOPKINS, RONALD	B-21-1279	\$14,000.00
7/23/21	512 S DOUGLAS BLVD, 73130	STEWART, JAMES	B-21-1460	

\$17,250.00

Res Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/15/21	8720 NE 17TH ST, 73141	MIDWEST WRECKING	B-21-1092	\$5,820.00
7/20/21	12421 GOLDSBOROUGH RD, 73130	MIDWEST WRECKING	B-21-1243	\$8,170.00
7/20/21	10509 SE 29TH ST, 73130	MIDWEST WRECKING	B-21-1172	\$14,810.00

\$28,800.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/19/21	13235 SAWTOOTH OAK RD, 73020	RAYOS, JULIO CESAR	B-21-1381	
7/19/21	10333 SE 12TH ST	JOSE L LOPEZ	B-21-1387	
7/19/21	10339 SE 12TH ST, 73130	JOSE L LOPEZ	B-21-1388	
7/20/21	1100 W PEEBLY DR, 73110	SHEPPARD, BRAD	B-21-1414	
7/22/21	1103 BELL DR, 73110	PEDROS CONCRETE	B-21-1436	
7/26/21	2200 N ROSE DR	AASCO	B-21-1469	
7/27/21	520 FOSTER PL, 73110	AM CONSTRUCTION	B-21-1478	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/12/21	6712 SE 5TH ST, 73110	AMADO GONZALES JR	B-21-1271	\$200.00
7/19/21	9403 NE 28TH ST, MWC, OK, 73141	Christine Ottens	B-21-0801	
7/29/21	13251 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1162	

\$200.00

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/19/21	6000 E RENO AVE, 1501, 73110	TRADITION CONSTRUCTION	B-21-0988	\$67,500.00
7/19/21	6000 E RENO AVE, 1503, 73110	TRADITION CONSTRUCTION	B-21-0982	\$67,500.00
7/19/21	6000 E RENO AVE, 1513, 73110	TRADITION CONSTRUCTION	B-21-0985	\$67,500.00
7/19/21	6000 E RENO AVE, 1516, 73110	TRADITION CONSTRUCTION	B-21-0987	\$67,500.00
7/19/21	6000 E RENO AVE, 1515, 73110	TRADITION CONSTRUCTION	B-21-0989	\$67,500.00
7/19/21	6000 E RENO AVE, 1504, 73110	TRADITION CONSTRUCTION	B-21-0984	\$67,500.00
7/19/21	6000 E RENO AVE, 1514, 73110	TRADITION CONSTRUCTION	B-21-0986	\$67,500.00
7/21/21	6000 E RENO AVE, 1502, 73110	TRADITION CONSTRUCTION	B-21-0981	\$67,500.00

\$540,000.00

Res New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/22/21	2584 FOREST GLEN DR, 73020	COOK, JUSTIN LEON	B-21-0109	\$328,000.00

\$328,000.00**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/2/21	9415 PEACHTREE LN, 73130	ROOF TECH OF OKLAHOMA	B-21-1210	\$9,872.00
7/2/21	2009 EASTRIDGE DR, 73141	NASH ROOFING & CONSTRUCTION LLC	B-21-1213	\$13,000.00
7/9/21	2325 ORANGE DR, 73130	SH VAUGHN CONSTRUCTION	B-21-1259	\$9,000.00
7/9/21	728 GLENMANOR DR, 73110	TRIPLE DIAMOND CONSTR	B-21-1266	
7/12/21	201 W STEED DR, 73110	J & M ROOFING & SUPPLY CO	B-21-1268	\$16,000.00
7/12/21	2317 SANDRA DR, 73110	Michael Todd	B-21-1275	\$18,005.00
7/12/21	323 E KERR DR, 73110	PARKER BROTHERS ROOFING	B-21-1277	\$5,500.00
7/16/21	934 TRAVIS CT, 73130	MHM CONSTRUCTION	B-21-1376	
7/16/21	414 E NORTHRUP DR, 73110	ABOVE THE DECK	B-21-1378	
7/19/21	1101 WOODCREST DR, 73110	ELLIOTT ROOFING	B-21-1192	
7/20/21	10421 SE 12TH ST, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-1409	
7/20/21	103 W SILVER MEADOW DR, 73110	Oklahoma Roofing	B-21-0873	\$17,000.00
7/20/21	6020 SE 7TH ST, 73110	MAUPIN ROOFING & CONSTRUCTION	B-21-1415	\$11,000.00
7/22/21	8505 NE 15TH ST, 73110	ROOFING CONTRACTOR NOT REQUIRED	B-21-1446	
7/26/21	10132 ALICIA DR, 73130	J & M ROOFING & SUPPLY CO	B-21-1472	
7/28/21	121 W COE DR, 73110	CANTRELL, TODD	B-21-1506	
7/30/21	3609 ROLLING LANE CIR	MONROE HOLFORD ROOFING	B-21-1518	

\$99,377.00**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/8/21	2021 CREEKRIDGE DR, 73141	CENTRAL OKLAHOMA HABITAT	B-21-0958	\$105,000.00
7/8/21	10513 CATTAIL TER, 73130	Home Creations, Inc.	B-21-0914	\$262,500.00
7/13/21	13188 SE 17TH ST, 73020	SWEARINGEN, BRANDON	B-21-0769	\$750,000.00
7/14/21	10321 SE 12TH ST, 73130	MONARCH HOMES	B-21-0026	\$244,783.00
7/15/21	13227 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0009	\$152,000.00
7/15/21	409 N WESTMINSTER RD, MIDWEST CITY, OK, 0	Jordan Pickard	B-21-0555	\$500,000.00
7/21/21	10512 CATTAIL TER, 73130	Home Creations	B-21-0991	\$156,500.00
7/23/21	8720 NE 17TH ST, MIDWEST CITY, OK, 0	Daryl Ljunghammar	B-21-0507	\$225,000.00
7/26/21	10327 SE 12TH ST, 73130	MONARCH HOMES	B-21-0025	\$254,074.00
7/26/21	10492 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0844	\$148,594.00
7/27/21	117 W CAMPBELL DR, 73110	CHRISTIAN DURON	B-21-0252	\$90,000.00
7/29/21	13251 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1160	\$216,000.00
7/29/21	10215 E RENO AVE, 73130	Handmade Homes, LLC	B-21-1185	\$400,000.00

\$3,504,451.00**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/19/21	10404 KOCH DR, 73130	BAUBLITS, JESSICA	B-21-0818	\$115,000.00
7/26/21	234 BLAKE DR, 73130	JAMES DIMICK	B-21-1026	
7/28/21	7309 SE 15TH ST, 73110	FRAZE ENTERPRISES LLC	B-21-1321	\$20,000.00

\$135,000.00



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 7/1/2021 to 7/31/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	1
Buildings - CO Inspection & Sign Off	8
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	3
Com Drainage1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	2
Com Electrical Final Inspection	4
Com Electrical Final Reinspection	3
Com Electrical Ground Inspection	2
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	14
Com Electrical Service Inspection	8
Com Electrical Service Reinspection	2
Com Electrical Wall Inspection	2
Com Footing & Building Setback Inspection	2
Com Framing Inspection	5
Com Framing Reinspection	1
Com Gas Piping Inspection	1
Com Grease Trap Final Inspection	1
Com Mechanical Final Inspection	2
Com Mechanical Rough-in Inspection	2
Com Plumbing Final Inspection	3
Com Plumbing Ground Inspection	2
Com Plumbing Rough-in Inspection	3
Com Roofing Inspection	1
Com Sewer Service Inspection	1
Com Temporary Electrical Pole Inspection	1
Com Temporary Electrical Pole Reinspection	1
Com Water Service Line Inspection	1
County Health - CO Inspection & Sign Off	2
Electrical Generator Inspection	6
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	7
Fire - CO Reinspection & Sign Off	1
General Inspection	5
Hot Water Tank Inspection	12
Mechanical Change Out Inspection	16
Mechanical Change Out Reinspection	1
OMMA CC Inspection - Buildings	6
OMMA CC Inspection - ComDev Utilities	3
OMMA CC Inspection - Fire	5
OMMA CC Inspection - Planning	5
OMMA CC Inspection - PWA Utilities	1

OMMA CC Inspection - Stormwater	1
OMMA CC Reinspection	4
OMMA CC Reinspection - Fire	1
Planning - CO Inspection & Sign Off	5
Pre-Con Site Inspection/Meeting	6
Res Building Final Inspection	3
Res Building Final Reinspection	1
Res Carport Inspection	1
Res Drainage1 Inspection	2
Res Drainage2 Inspection	2
Res Drainage3 Inspection	2
Res Drainage4 Inspection	2
Res Drainage5 Inspection	2
Res Driveway Inspection	7
Res Electrical Final Inspection	10
Res Electrical Final Reinspection	2
Res Electrical Pool Bonding Inspection	1
Res Electrical Rough-in Inspection	8
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	21
Res Electrical Service Reinspection	3
Res Fence Inspection	1
Res Footing & Building Setback Inspection	24
Res Footing & Building Setback Reinspection	2
Res Framing Inspection	16
Res Framing Reinspection	3
Res Gas Meter Inspection	11
Res Gas Meter Reinspection	2
Res Gas Piping Inspection	6
Res Gas Piping Reinspection	1
Res Insulation Inspection	2
Res Mechanical Final Inspection	4
Res Mechanical Rough-in Inspection	4
Res Mechanical Rough-in Reinspection	1
Res Plumbing Final Inspection	5
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	9
Res Plumbing Rough-in Inspection	14
Res Retaining Wall Inspection	1
Res Roofing Inspection	2
Res Roofing Reinspection	1
Res Sewer Service Inspection	10
Res Storm Shelter Inspection	6
Res Temporary Electrical Pole Inspection	10
Res Termite Inspection	2
Res Water Service Line Inspection	12
Res Water Service Line Reinspection	1
Sewer Cap Inspection	1
Sign Inspection	6
Swimming Pool/Hot Tub Inspection	2
Utilities - CO Inspection & Sign Off	3
<hr/>	
Total Number of Inspections:	407



MUNICIPAL AUTHORITY AGENDA

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

August 10, 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 July 27, 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 2021-2022, increase: MWC Sewer Department Fund, revenue/Miscellaneous (00) \$7,030; expenditures/Sewer Department (43) \$38,432. (Finance - T. Cromar)

3. Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request. (City Attorney - D. Maisch)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. 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.**

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

July 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.

Acting Chairman Pat Byrne called the meeting to order at 7:30 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	Secretary Sara Hancock
Trustee Rick Favors		City Attorney Don Maisch

Absent: Chairman Matt Dukes

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

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes.
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, expenditures/Transfers Out (00) \$345,000.
3. Discussion and consideration of passing and approving, including any possible amendment of, Resolution MA2021-04 for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.
4. 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 June 30, 2021.
5. Discussion and consideration of, including any possible amendment, accepting various grants of Temporary Easement from The City of Midwest City, a municipal corporation, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
6. Discussion and consideration for adoption, including any possible amendment, of declaring 21 PTAC units, parts only, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Acting Chairman Byrne adjourned the meeting at 7:31 PM.

ATTEST:

PAT BYRNE, Acting Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

tcromar@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 10, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: MWC Sewer Department Fund, revenue/Miscellaneous (00) \$7,030; expenditures/Sewer Department (43) \$38,432.

This supplement is needed to budget for the purchase of a Bobcat Skid Steer to replace the damaged one with the insurance check & surplus property proceeds.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 10, 2021

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	7,030			
43	Sewer Department			38,432	
		<u>7,030</u>	<u>0</u>	<u>38,432</u>	<u>0</u>

Explanation:
To budget for the purchase of a Bobcat Skid Steer to replace the damaged one. Funding of \$31,402 to come from fund balance by the way of an insurance check & \$7,030 from surplus property proceeds.

MEMORANDUM

To: Honorable Chairman and Trustees of the Municipal Authority

From: Donald D. Maisch, City Attorney

Date: August 10, 2021

RE: Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

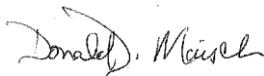
The Central Oklahoma Master Conservancy District (COMCD) has negotiated an agreement with the Bureau of Reclamation for the acquisition and use of flood waters from Lake Thunderbird at a reduced rate, from the current negotiated rate. The COMCD has made available the flood waters to Midwest City (as well as Norman and Del City) at the same allocation as currently authorized. Flood water has been defined at water above the 1,039.0 foot lake level. The flood waters are provided only upon request of the City.

The COMCD has negotiated this contract with the City of Midwest City. The COMCD has also negotiated a contract with the City of Norman and the City of Del City that contains the same terms and conditions as this Midwest City contract.

This contract includes an administrative fee and a maintenance fee to be assessed only if the City requests the use of the flood waters. The COMCD approved and signed this contract at its last regularly scheduled meeting on July 15, 2021.

Approval of the contract is recommended.

Respectfully submitted,



Donald D. Maisch
City Attorney

CONTRACT
by and among the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
the
CITY OF MIDWEST CITY, OKLAHOMA
and the
MIDWEST CITY MUNICIPAL AUTHORITY
FOR A CITY OF MIDWEST CITY
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Midwest City and Midwest City Municipal Authority ("Midwest City") for a City of Midwest City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Midwest City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Midwest City shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 219E64007) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Midwest City is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is adopted as the definition of Temporary Water in this Contract.

5. To obtain the right to use the Temporary Water, the District is required to comply with the provisions of contract No. 219E640007 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. To obtain the right to use the Temporary Water, the District must apply for and be granted a permit by the Oklahoma Water Resources Board (OWRB) for the right to take and use

such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only after the District has been granted such a permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will apply for a permit for Municipal and Industrial use of Temporary Water as soon as reasonably possible after the execution and effective date of this Contract and will use all reasonable efforts to obtain the permit in a timely manner. Midwest City will do all things reasonably necessary as requested by the District to facilitate the District's acquisition of and compliance with the permit. The District will notify and provide Midwest City with a copy of the permit promptly upon its receipt.

DELIVERY OF TEMPORARY WATER

7. Midwest City is not required to take any Temporary Water unless and until Midwest City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Midwest City requests the District to deliver Temporary Water to Midwest City in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 219E640007.

8. Midwest City shall request delivery of Temporary Water from the District by notifying the District in writing of its request delivered to the address provided for the receipt of Notices by the District recited below. The request shall be effective when actually received by the District.

9. As soon as reasonably possible after Midwest City requests the District to supply Midwest City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Midwest City to the extent such Temporary Water is available. The delivery point shall be as provided in the 1961 Contract for a City of Midwest City Water Supply and its subsequent amendments and renewals.

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Midwest City's water supply allocation of 40.4 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 219E640007 was delivered to Midwest City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Midwest City, the District will invoice Midwest City for payment for such water as described in paragraph 12 of this Contract.

11. Midwest City will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Midwest City shall be based upon the same rates and charges as for those specified in contract No. 219E640007 for payment by the District to the United States for delivery of Temporary Water, plus a surcharge of 25% of the amount to be paid by the District to the United States as reimbursement to the District by Midwest City for fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Midwest City shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Midwest City.

NOTICES

13. Notices to the District and the City of Midwest City and the Midwest City Municipal Authority shall be effective when actually received by the noticed party.

Notices shall be sent to the following or future successors in the same positions:

To the District
Kyle Arthur, General Manager
12500 Alameda Drive
Norman, Oklahoma 73026 or by e-mail to karthur@comcd.net

To the City of Midwest City and the Midwest City Municipal Authority

% Tim Lyon, City Manager
100 N Midwest Boulevard
Midwest City, OK 73110

or by e-mail to tlyon@midwestcityok.org
cc: dmaisich@midwestcityok.org
(Don Maisch, City Attorney)

AGREED this 15th day of July, 2021.

CITY OF MIDWEST CITY

Attest:

MIDWEST CITY MUNICIPAL AUTHORITY

Attest:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

Amanda Nairn
Amanda Nairn, President

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

TABLE OF CONTENTS

EXPLANATORY RECITALS.....	1
1. GENERAL DEFINITIONS.....	2
2. TERM OF CONTRACT.....	3
3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT, AND RESPONSIBILITY FOR DELIVERY OF WATER.....	3
4. TEMPORARY WATER PAYMENT AND OM&R OBLIGATION.....	4
5. TERMINATION OF THE CONTRACT.....	5
6. RIGHT TO RECEIVE PROJECT WATER.....	5
7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER.....	5
8. SEVERABILITY.....	6
STANDARD CONTRACT ARTICLES.....	6
9. CHARGES FOR DELINQUENT PAYMENTS.....	6
10. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT.....	6
11. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS.....	7
12. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE	8
13. NOTICES.....	9
14. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS.....	10
15. OFFICIALS NOT TO BENEFIT.....	10
16. CHANGES IN DISTRICT'S ORGANIZATION.....	10
17. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED.....	10
18. BOOKS, RECORDS, AND REPORTS.....	10
19. RULES, REGULATIONS, AND DETERMINATIONS.....	11
20. ADMINISTRATION OF FEDERAL PROJECT LANDS.....	11
21. PROTECTION OF WATER AND AIR QUALITY.....	11
22. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY.....	12
23. WATER CONSERVATION.....	13
24. EQUAL EMPLOYMENT OPPORTUNITY.....	13
25. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS.....	14
26. CERTIFICATION OF NONSEGREGATED FACILITIES.....	15
27. PEST MANAGEMENT.....	16
28. MEDIUM FOR TRANSMITTING PAYMENTS.....	16
29. CONSTRAINTS ON THE AVAILABILITY OF WATER.....	17
30. CONTRACT DRAFTING CONSIDERATIONS.....	17
SIGNATURE PAGE.....	18

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma**

**WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

THIS CONTRACT, made this _____ day of _____, 20____, pursuant to the Act of June 17, 1902 (32 Stat 388), and acts amendatory thereof or supplementary thereto, particularly but not limited to the Act of June 27, 1960, Public Law 86-529, (74 Stat. 225), and Section 9(c) of the Act of August 4, 1939 (53 Stat. 1187), is between the UNITED STATES OF AMERICA, hereinafter call the "United States," acting through the Secretary of the Interior and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH THAT:

EXPLANATORY RECITALS

- a. WHEREAS, the Act of June 27, 1960, Public Law 85-529, 74 Stat. 225, authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project," for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and
- b. WHEREAS, pursuant to the Act of June 27, 1960 (74 Stat. 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and
- c. WHEREAS, the District and Reclamation executed Contract No. 16E9640075 dated February 14, 2017, which will expire on February 13, 2022; and
- d. WHEREAS, the District has requested early renewal of Contract No. 16E9640075; and
- e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS, the United States agrees to enter into a water service Contract to provide Temporary Water pursuant to the applicable Federal laws, rules and regulations and state laws.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties hereto agree as follows:

1. GENERAL DEFINITIONS

The definition of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

- a. "Contract" shall mean this Contract No. 219E640007.
- b. "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or the Secretary's duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.
- c. "Irrigation" shall mean the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.
- d. "Municipal and Industrial" (M&I) use shall mean all purposes other than the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.
- e. "Operation, Maintenance, and Replacement" or "OM&R" shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits and appropriate charges for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project or to restore or replace components of the existing Project and shall not include expenses to increase or enlarge such works beyond the purposes for which they were originally authorized and constructed.
- f. "Participating Municipality" shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

g. "Project" shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

h. "Project Works" shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. "Project Water Supply" or "Project Water" shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

j. "Point of Delivery" shall mean the Lake Thunderbird Reservoir Pumping Plant.

k. "Temporary Water" shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1,039.0, the top of the conservation storage pool.

l. "Water Year" shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

2. TERM OF CONTRACT

a. This Contract shall become effective on the date of execution, and it shall supersede and replace Contract No. 169E640075. The term of this Contract shall extend from the Water Year in which it is executed for a period of 5 Water Years, ending on September 30, 2025, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 years prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT, AND RESPONSIBILITY FOR DELIVERY OF WATER

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District's Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet of Temporary Water per Water Year for M&I use if and when it is available to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below elevation 1,039.0 feet. This Contract does not

provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

b. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

c. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

d. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said point of delivery.

e. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

4. DISTRICT PAYMENT AND OM&R OBLIGATIONS

a. The District will pay the United States annually a water service charge for each acre-foot of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based upon the amount of Temporary Water delivered when such deliveries are in excess of a participating city's regular water supply allocation. Initially, this water service charge shall be in the amount of \$22.95 per acre-foot for the Temporary Water conveyed in Water Year 2021. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per acre-foot water service charge will be annually adjusted based on the previous 5-calendar year rolling average Consumer Price Index for All Urban Consumers (CPI-U) – Series Titled "All items in U.S. city average, all urban consumers, not seasonally adjusted." The rate will never decrease below the prior year's rate.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under Contract No. 14-06-500-590 between

the United States and the District. This existing contract establishes that the District is responsible for 100% of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, will be the responsibility of the District.

5. TERMINATION OF THE CONTRACT

a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided*, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

6. RIGHT TO RECEIVE PROJECT WATER

a. The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

a. No sale, transfer, or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

8. CONTRACT NOT A WATER RIGHT

a. No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. SEVERABILITY

a. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

STANDARD CONTRACT ARTICLES

10. CHARGES FOR DELINQUENT PAYMENTS

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

11. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the District's water users and notwithstanding the default of individual water users in their obligation to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through Norman Dam facilities during any period in which the District is in arrears for more than 12 months in the payment of any construction charges due the United States. The District shall not deliver water under the terms and conditions of this Contract for

lands or parties that are in arrears in the advance payment of water rates, or OM&R charges, or that is in arrears more than 12 months in the payment of construction charges as levied or established by the District.

12. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

(Federal Construction)

a. Responsibility for the OM&R of the Project was transferred to the District on or about May 1, 1966. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for, operate, and maintain the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care, operation, and maintenance of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer. The District will ensure that no unauthorized encroachment occurs on Project land and rights-of-way.

e. The District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, except for intentional torts committed by employees of the United States, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

f. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State or States in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, operation, and maintenance processes for dams and related facilities.

g. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care, operation, and maintenance of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer the District will pay to the United States, annually in advance, the cost of operation and maintenance of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care, operation, and maintenance of the works may be transferred back to the District.

h. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

i. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

13. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

a. The Contracting Officer may, from time to time, examine the following: the District's books, records, and reports; the Project works being operated by the District; the adequacy of the operation and maintenance and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the District's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the operation and maintenance site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project operation and maintenance and are reimbursable by the District to the extent of current Project operation and maintenance allocations.

h. Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its (their) own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

14. NOTICES

a. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the:

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West
Suite 110
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, OK 73026

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

16. OFFICIALS NOT TO BENEFIT

a. No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

17. CHANGES IN DISTRICT'S ORGANIZATION

a. While this Contract is in effect, no change may be made in the District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

a. The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

19. BOOKS, RECORDS, AND REPORTS

a. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to the Contract shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

20. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

21. ADMINISTRATION OF FEDERAL PROJECT LANDS

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

22. PROTECTION OF WATER AND AIR QUALITY

a. The District, without expense to the United States, will care for, OM&R transferred works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

c. The District shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within the District's Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

23. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

24. WATER CONSERVATION

a. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

25. EQUAL EMPLOYMENT OPPORTUNITY

a. During the performance of this Contract, the District agrees as follows:

(1). The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2). The District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the District's legal duty to furnish information.

(4) The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the District's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The District will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the District's books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the District's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The District will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1956, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request the United States to enter into such litigation to protect the interests of the United States.

26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

27. CERTIFICATION OF NONSEGREGATED FACILITIES

a. The District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal

Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

28. PEST MANAGEMENT

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has operation and maintenance responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

29. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

30. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

31. CONTRACT DRAFTING CONSIDERATIONS

a. This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Brent C Esplin
Regional Director

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By _____
Amanda Nairn
President

ATTEST:

Printed Name: _____
Title: _____



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

August 10, 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 July 27, 2021 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Sooner Rose TIF Fund, revenue/Taxes (00) \$50,000. (Finance - T. Cromar)

3. Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive. (Economic Development - R. Coleman)

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. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. 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.**

E. ADJOURNMENT.

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.midwestcityokorg).

Midwest City Memorial Hospital Authority Minutes

July 27, 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.

Acting Chairman Pat Byrne called the meeting to order at 7:31 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	Secretary Sara Hancock
Trustee Rick Favors		City Attorney Don Maisch

Absent: Chairman Matt Dukes

CONSENT AGENDA. Eads made motion to approve consent agenda, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, Reed and Favors. Voting Nay: none. Motion carried. Absent. Chairman Dukes.

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2020-2021, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$280,000.
3. Discussion and consideration for adoption, including any possible amendment of Resolution HA2021-04 for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budget as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.
4. Discussion and consideration of accepting, including any possible amendments, the FY 2020-21 Year-End Report of the Trust Board of Grantors and reviewing the FY 2021- 22 Community Improvement Grant Program documents and schedule.
5. Discussion, consideration and possible action to approve an agreement with Midwest Wrecking Co, as may be amended, to demolish a vacant building and other improvements; and to clear, grade and revegetate Lot 5, Block 1, Parklawn Addition (a/k/a 2817 Parklawn DR) for an amount not to exceed \$37,050.

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.** No Action Required.

PUBLIC DISCUSSION. There was no public discussion.

NEW BUSINESS. There was no new business

ADJOURNMENT.

There being no further business, Acting Chairman Byrne adjourned the meeting at 7:31 PM.

ATTEST:

PAT BYRNE, Acting Chairman

SARA HANCOCK, Secretary



Finance

100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1245
tcromar@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 10, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of
supplemental budget adjustments to the following fund for FY 2021-2022,
increase: Sooner Rose TIF Fund, revenue/Taxes (00) \$50,000.

This supplement is needed to budget for Use Tax for FY 21-22.

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 10, 2021

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Taxes	50,000			
		<u>50,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation:					
To budget Use Tax for FY 21-22.					



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 10, 2021

Subject: Discussion, consideration and possible action to amend and/or renew the Lease Agreement with Dr. William G. Bozalis, DDS, for one (1) year beginning September 1, 2021, at a monthly rental rate of \$1,600 for Suite #9, 2828 Parklawn Drive.

Dr. Bozalis requested we renew his lease in the Parklawn Professional Building, 2828 Parklawn DR where he has practiced dentistry for years. Although the City/Authority is uncertain of the ultimate fate of this building, we do not feel the decision will arrive until the completion of the Medical District Revitalization Plan, which will likely be wrapped up in late fall. Allowing Dr. Bozalis to stay for one more year will provide additional income to offset maintenance while the building's fate is decided.

We do not plan to renew any leases that stretch beyond September 1, 2022.

Please contact Robert Coleman, Economic Development Director, at (405) 739-1218 with any question.

Respectfully,

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

Tim Lyon, General Manager/Administrator

(See City Consent Agenda for the Proposed Agreement)

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

THIS LEASE AGREEMENT (hereinafter referred to as “**Lease**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), the Midwest City Memorial Hospital Authority, a public trust (hereinafter referred to as “**Authority**”), and (William G. Bozalis, D.D.S.), (hereinafter referred to as “**Lessee**”) (**City, Authority** and **Lessee** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, the **City** and the **Authority** grant permission for use of their property which do not conflict with their primary purpose and uses; and

WHEREAS, the **Authority** owns certain real property located at 2828 Parklawn Drive, Midwest City, Oklahoma; and

WHEREAS, the property at 2828 Parklawn Drive, has been used in the past and is currently used as an office building; and

WHEREAS, the **Lessee**, wishes to lease suite #9 (which is 1,386 square feet) in the office building located at 2828 Parklawn Drive in Midwest City, OK; and

WHEREAS, the **Lessee**, wishes to lease suite #9 in the office building located at 2828 Parklawn Drive in Midwest City, OK for use as a dental office and the Practice of the Science of Dentistry; and

WHEREAS, **Lessee**, has leased suite #9 at 2828 Parklawn Drive for use as a dental office and the Practice of the Science of Dentistry. Currently, **Lessee**, is leasing said property as a dental office, said lease to expire on August 31, 2021; and

WHEREAS, the current lease requires the negotiation of a new lease agreement, for the continuation of the lessor, lessee arrangement; and

WHEREAS, the **Parties** desire to enter into a new lease with new terms for suite #9 at 2828 Parklawn Drive in Midwest City, OK; and

NOW THEREFORE, CITY, AUTHORITY, and Lessee agree as follows:

LEASE AGREEMENT
between
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1. LEASE

A. Subject to the conditions and limitations in this **Lease**, the **City** and the **Authority** do hereby permit **Lessee** to enter, access and lease 2828 Parklawn Drive, Suite #9 (which is 1,386 square feet), Midwest City, Oklahoma (hereinafter referred to as “**Premises**”). **Lessee** will be permitted to enter and access the **Premises** for the purpose of installing, operating and maintaining such equipment, improvements, and facilities necessary to operate a dental office and the Practice of the Science of Dentistry.

B. This **Lease** is expressly limited to provide **Lessee** permission only to the extent **Lessee’s** use does not interfere with the use of the **Premises** by the **City** and the **Authority**. This **Lease** is subject and subordinate to the rights of the **City** and the **Authority** to the use of the **Premises** which will be dominant over all rights of **Lessee**. **Lessee** also acknowledges that the **CITY** or the **Authority** may permit events or activities near the **Premises**. The **City** or the **Authority** will provide **Lessee** notice of any such event or activity which the **City** or the **Authority** reasonably believe will limit **Lessee’s** access to the **Premises** and **Lessee** will directly coordinate its use and activities with the event or activities coordinator.

C. This **Lease** hereby closes and supersedes all previous agreements between the Parties, or previous owners of the **Premises** as identified in this **Lease**.

2. TERM

Subject to the prompt and timely payment of Consideration as set forth in Paragraph 3 (B):

A. The initial term of the **Lease** is shall commence on 12:00 am Central Daylight Time on September 1, 2021 and ending at 11:59 p.m. Central Daylight Time on August 31, 2022.

B. The **Parties** agree that at the end of the initial term, this **Lease** may be extended for an additional one-year term, by agreement of the **Parties**, in writing, signed by all **Parties**. If such an agreement is not signed by the **Parties**, the term will not be extended, the **Lease** will expire at the end of the term then in effect, and no additional extensions will be accomplished by way of this provision.

LEASE AGREEMENT
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C. This **Lease** is also subject to termination for breach of this **Lease** and as set forth herein.

3. CONSIDERATION

A. Rent is set at *nineteen thousand, two hundred dollars (\$19,200.00)* annually.

B. Rent is payable in monthly installments, with the first monthly rental payment of *One thousand, six hundred dollars (\$1,600.00)* due to the **Authority** by the **Lessee** on or before September 1, 2021 and is late if not received by the **Authority** by 4:00 pm on September 5, 2021.

C. Each subsequent monthly payment of rent is due on the 1st of each subsequent month and is late if not paid by 4:00 pm on the 5th of each subsequent month. Any late payment is subject to a fifteen (15%) late charge

D. Payment (in cash, money order, cashier's check or electronic transfer of funds) shall be made to:

Finance Department
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

E. Provided, however, should the **City** or the **Authority** terminate this **Lease** for any reason other than breach by **Lessee** prior to the expiration of the initial term of this **Lease** or any renewal term for which consideration has been prepaid, the **Authority** will reimburse the **Lessee** for a pro rata share of the prepaid consideration for the prepaid unexpired term.

4. FACILITIES

Marking of Facilities: **Lessee** may clearly label and identify the **Premises** with its business name, dates and times of operation, and any other information necessary for the **Lessee** to operate the **Premises** as a dental office and the Practice of the Science of Dentistry.

5. RIGHT OF MIDWEST CITY AND AUTHORITY TO USE A PORTION OF 2828 PARKLAWN DRIVE.

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Lessee understands that the **City** and the **Authority** may use during the initial term and any renewal term, may either lease or use the other office space in the 2828 Parklawn Drive, Midwest City, Oklahoma office complex under the following conditions:

A. The **City** and the **Authority** agree to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the office complex; and

B. The **City** and the **Authority** agree to obtain and maintain, at their sole cost and expense, all governmental licenses, permits, or approvals necessary for their use of the office complex; and

C. Neither the **City** nor the **Authority** will use, nor will the **City** and the **Authority** permit its employees, agents, or contractors to use, any portion of the office complex in any way which interferes with the **Lessee's** use of the **Premises** unless the **City** and the **Authority** complies with the requirements set forth in Paragraph (1)(B) above.

6. MAINTENANCE OF FACILITIES

A. **Lessee** must keep and maintain the **Premises** in a safe condition and in good repair. In addition, **Lessee** must maintain throughout the terms of this **Lease** and must surrender upon the revocation, termination, expiration, or non-renewal of this **Lease** the **Premises** and in a clean and orderly condition.

B. **Lessee** shall not allow its employees, agents and/or contractors to park their cars on the street adjacent to the property or in the spaces provided for public use so designated by the **City** and/or the **Authority**.

7. REPLACEMENT OF FIXTURES/EQUIPMENT

Subject to the provision of this paragraph and other paragraphs in the **Lease**, **Lessee** may replace installed fixtures or equipment with similar and comparable fixtures and/or equipment for the **Premises**, provided said replacement of fixtures and/or equipment do not interfere with the **City** and the **Authority** use of the **Premises**. In the event **Lessee** deem it prudent or necessary to replace said fixtures and/or equipment, **Lessee** must notify the **City's** Economic Development

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Director in advance of said replacement(s), and the **City's** Economic Development Director will determine whether such replacements constitute the need for an amendment to the **Lease**. If the replacements are permitted under the same or similar terms as this **Lease** the **City's** Economic Development Director may give written approval.

8. REMOVAL

Upon termination, revocation, non-renewal, or expiration of this **Lease**, **Lessee** must, at its option: (1) remove all non-fixture equipment within ninety (90) calendar days; or (2) abandon said equipment in place and secure the **Premises**. Notwithstanding any provision in this **Lease**, all equipment that are not deemed fixtures of the **Premises** timely installed by **Lessee** will remain the personal property of the **Lessee** during the terms of this **Lease**. **CITY** and **Authority** consent to **Lessee's** right to remove all or any non-fixture equipment from time to time during the terms of this **Lease** in **Lessee's** sole discretion and without the **City's** and the **Authority's** consent. In the event that **Lessee** elects to remove the non-fixture equipment upon the expiration, non-renewal or earlier revocation or termination of this **Lease**, **Lessee** will, within ninety (90) calendar days of the date of such expiration, non-renewal, revocation or termination of this **Lease**, remove **Lessee's** personal property without damaging the **Premises**, or any property belonging to the **City**, the **Authority** or any other existing permittees. The **City** and the **Authority** will continue to provide **Lessee** with access to the **Premises** as set forth in this **Lease** to permit **Lessee** to remove **Lessee's** non-fixture equipment within such ninety (90) day period. Any personal property of the **Lessee** not removed within ninety (90) days will become the property of **City**, without cost or charge to **City**, to dispose of in any way that meets the needs and requirements of the **City** and the **Authority**. Should **City** decide to dispose of such property, **Lessee** will be liable and will reimburse the **City** and/or the **Authority** for any expense or cost in removal or disposal of **Lessee's** property either abandoned or not removed within the aforementioned ninety (90) days.

9. TERMINATION

This **Lease** will terminate at such time as: (1) the **Lessee**, of its own volition, ceases activities, or abandons use of said **Premises** for a period of three (3) months; or (2) **Lessee** fails to

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timely make any monthly payments, and **Lessee** has not cured said monetary default within thirty (30) days of receipt of written notice from the **City** and/or the **Authority**; or (3) a breach (subject to any applicable cure period, if any) or default occurs as defined in this **Lease**; or (4) The **City** and/or the **Authority** determines the **Premises** are necessary for purposes of The **City** and the **Authority**. Should The **City** and/or the **Authority** make a determination that the **Premises** are necessary for its purposes, this **Lease** is terminable by the **City** and/or the **Authority** upon sixty (60) days written notice. In the event the **City** and/or the **Authority** terminates this **Lease** upon sixty (60) days written notice upon a determination of need of the **Premises** for the **City** and/or the **Authority** purposes, the **City** and/or the **Authority**, respectively, will make a reasonable effort, if possible on the **City** and/or the **Authority** property, to make available to **Lessee** an alternative existing location, if any reasonably practicable, to accommodate **Lessee**'s needs for said **Premises**. In addition to the foregoing and notwithstanding any provision contained in this **Lease** to the contrary, **Lessee** may, in **Lessee**'s discretion terminate this **Lease** without further liability by delivering written notice, sixty (60) days prior to the termination date to the **City** and the **Authority**; provided, however, that, in such event, **Lessee** will not be entitled to any refund or rebate of any monthly rental prepaid.

10. RESTORATION

Upon the revocation, non-renewal, expiration, or termination of this **Lease** for any reason whatsoever, **Lessee** must restore the **Premises** to a condition equivalent to its original condition, reasonable wear and tear excepted.

11. INSURANCE

A. **Lessee** must provide and maintain at all times throughout the term of this **Lease**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate* protecting the **City** and the **Authority** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Lessee**'s, and its employees, use and occupancy of the premises and the activities conducted thereon. The insurance coverage required in this

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paragraph must include the **City** and the **Authority** as additional insureds as their interest may appear under this **Lease** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** and the **Authority** within five (5) days of the execution of this **Lease**.

C. Lessee shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of Lessee including the **City** and the **Authority** as an additional insured as their interest may appear under this **Lease**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of **Lessee** in any other paragraph of this **Lease** or any indemnification or insurance requirement in any other paragraph of this **Lease**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Lease**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Lease** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which **Lessee** is performing restoration or remediation of the **Premises**.

E. Provided, however, should **Lessee** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** and/or the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Lease** may be terminated. Termination of this **Lease** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Lease**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of the **City** and the **Authority** to recover damages, expenses, losses or for personal

LEASE AGREEMENT
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injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Lease**.

12. INDEMNIFICATION

Lessee agrees to indemnify, defend, and hold harmless the **City** and the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by **Lessee**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. **Lessee** must give the **City** and the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City** and/or the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** and/or the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Lease**.

13. NOTICES

A. Notices and other communications to the **City** and the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

AND

Midwest City Economic Development Director
100 N. Midwest Boulevard
Midwest City, OK 73110

LEASE AGREEMENT
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WILLIAM G. BOZALIS, D.D.S.
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respectively, and notices or other communications to the **Lessee** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Dr. William G. Bozalis, D.D.S.
2828 Parklawn Drive, Suite #9
Midwest City, OK 73110

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Lease**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

14. ABIDES BY LAW

The **Lessee** must abide by the conditions of this **Lease**, the ordinances of **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Lessee’s** activities and **Lessee’s** use of the **Premises**. **Lessee** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement activities and the business located at the **Premises**.

15. LIMITATION

The **Lease** consideration and monthly rental fee provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by **Lessee** or incurred by the **City** and/or the **Authority** hereunder or under any insurance or indemnification provision herein.

16. ASSIGNMENT AND SUBLEASE

A. **Lessee** may not assign this **Lease** to any entity or third party without the written consent of the **City** and the **Authority**.

B. **Lessee** may not sublease its interest under this **Lease** without the prior written consent of the **City** and the **Authority**.

LEASE AGREEMENT
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17. COMPLETE AGREEMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Lease** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Lease**, unless specifically and expressly provided herein.

18. TIME OF ESSENCE

For the purposes of this **Lease**, time shall be deemed to be of the essence.

19. MULTIPLE ORIGINALS

This **Lease** shall be executed in multiple counterparts, each of which shall be deemed an original.

20. NONINTERFERENCE

This **Lease** authorizes **Lessee** to use and occupy a portion of the **Premises** for the purposes as provided herein. **Lessee's** activities and use may not in any manner permanently or temporarily interfere with existing or future **City** and/or **Authority** uses for the **Premises**.

21. PROPERTY INTERESTS

Lessee acknowledges and agrees that the **Premises** are first and foremost the property of the **City** and the **Authority**, and that the **Lessee** is not granted any property interest therein or by the terms of this **Lease**.

22. ANTI-COLLUSION

Lessee agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** and the **Authority** as to the terms or conditions of this **Lease**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City** and the **Authority**, either directly or indirectly, in procuring and execution of this **Lease**.

LEASE AGREEMENT
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23. WARRANTY

Issuance of this **Lease** does not constitute or contain any express or implied warranties of title, interest, or right to possession of the **Premises** nor the physical condition of any property subject to this **Lease**. **Lessee** shall be responsible for identifying other property interests, permits, users, and licenses, if any, and arranging whatever additional permissions as may be required. The **Lessee** accepts the **Premises** “as is”.

24. BREACH AND DEFAULT

A. A breach of any provision of this **Lease** shall act as a breach of the entire **Lease** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Lease** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**. Provided however, any breach by **Lessee** which interferes with the operation or use of the **Premises** by the **City** and the **Authority** must be cured immediately; and the **City** and the **Authority** reserve the right to immediately terminate this **Lease** if **Lessee** fails to cure any such breach.

C. Should the **City** and the **Authority** breach this **Lease**, **Lessee** may only recover that proportion of the prepaid monthly rental for the unexpired term. **Lessee** may not collect or recover any other or additional damages, losses, or expenses.

25. ENVIRONMENTAL

A. **Lessee** shall not permit any chemical substance or hazardous material to be brought

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THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

upon, kept, or used in or about the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees to escape the **Premises**. **Lessee** shall notify the **City's** Economic Development Director of the presence, even if temporary, of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its officers, representatives, agents, employees, contractors, or invitees, except for storage, handling and use of reasonable quantities and types of such materials or substances used by **Lessee** in the ordinary course and the prudent conduct of **Lessee's** business, provided **Lessee** obtains the prior written approval of the **City's** Economic Development Director and provided that: (i) the storage, handling and use of such permitted hazardous substances must at all times conform to all governmental requirements and to applicable fire, safety and insurance requirements; (ii) the types and quantities of permitted hazardous substances must be reasonable and appropriate to the nature and size of **Lessee's** operations; (iii) no hazardous substance shall be spilled or disposed of on, in, under or around the **Premises** or otherwise discharged by **Lessee**. Provided, however, any such approval by the **City** Economic Development will not waive, negate, diminish, or limit the responsibility of the **Lessee** for any contamination or to indemnify the **City** and the **Authority**.

B. If **Lessee** breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought onto the **Premises** by **Lessee** or its contractors, employees or agents results in contamination of the **Premises** or contamination of the water supply of **City**, or if contamination of the **Premises** or by the chemical substance or hazardous material otherwise occurs for which **Lessee** is legally liable, **Lessee** shall indemnify, defend and hold the **City** and the **Authority**, and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Lease** hereof as a result of such contamination.

C. This indemnification of the **City** and the **Authority** by **Lessee** also includes, without limitation, costs and expenses incurred in connection with any investigation of site

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

conditions or any clean-up, remedial, removal or restoration work required by the **City** and/or the **Authority** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water on or under the **Premises** caused by **Lessee**.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought onto the **Premises** by **Lessee**, its employees, agents or contractors results in any contamination of the **Premises**, or the water supply of **City**, **Lessee** shall promptly take all actions at its sole expense as are necessary to return the **Premises** and the water supply of **City** to the condition existing prior to the introduction of any such chemical substance or hazardous material; provided the **City's** Economic Development Director's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the **Premises** and water supply of **City**. The foregoing indemnity shall survive the expiration or earlier termination of this **Lease**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

26. INSPECTION

The **City** and the **Authority** and its employees and agents shall have the right, but not the duty, to inspect the **Premises** to determine whether **Lessee** is complying with the terms of this **Lease**.

27. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Lease**. This **Lease** is solely for the

LEASE AGREEMENT
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WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

benefit of the **Lessee**, the **City** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

28. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Lease** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Lease** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

29. CASUALTY

If any part of the **Premises** is damaged by casualty or Act of God, as to render the **Premises** unsuitable, in **Lessee's** sole determination, then **Lessee** may terminate this **Lease** by providing written notice to the **City** and the **Authority**, as **Lessee's** only recourse as to the **City** and the **Authority**, which termination will be effective as of the date of such casualty or other harm.

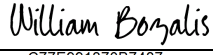
30. EFFECTIVE DATE

The Effective Date of this **Lease** is the date approved by the **City** and/or the **Authority** as the last party hereto.

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Lease on the dates set forth below.

LESSEE:



C77E991370B7487...
Dr. William G. Bozalis, D.D.S.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

LEASE AGREEMENT
between
WILLIAM G. BOZALIS, D.D.S.
And
THE CITY OF MIDWEST CITY
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2021.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

APPROVED by the Midwest City Memorial Hospital Authority this _____ day of _____, 2021.

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**

SARA HANCOCK, SECRETARY

CHAIRMAN

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (the “**Assignment**”) is entered into and shall be made effective as of 12:01 A.M. CST on the 28th day of July, 2021 (the “**Effective Date**”) by and between William G. Bozalis, an individual, and William G. Bozalis, DDS, MS, PC, an Oklahoma professional corporation, and William G. Bozalis, D.D.S., M.S., a resident of the State of Oklahoma, and Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.), an Oklahoma professional corporation, (hereinafter collectively, the “**Assignor**”), and BYU PEDS OKC LLC, a Delaware limited liability company (hereinafter the “**Assignee**”), as consented to by KG AL Holdings, L.L.C., an Oklahoma limited liability company (successor to 3 Corporate Plaza, LLC, per the Assignment and Assumption of Leases and Rents dated April 21, 2017) (hereinafter referred to as “**Landlord**”).

WITNESSETH:

WHEREAS, Assignor is the current Tenant under a certain Standard Office Building Lease Agreement dated June 15, 2001, and amended pursuant to an Amendment #1 to Standard Office Building Lease Agreement on April 8, 2002, and further amended pursuant to an Amendment No. 2 to Standard Office Building Lease Agreement dated June 29, 2005, and further amended pursuant to an Amendment No. 3 to Standard Office Building Lease Agreement dated March 30, 2010, and further amended pursuant to an Amendment No. 4 to Standard Office Building Lease Agreement dated May 13, 2015, and further amended pursuant to a Letter Agreement between Assignor and Landlord dated March 24, 2020, and further amended pursuant to a Fifth Amendment to Lease Agreement dated June 15, 2020, and in addition to the above-referenced Assignment and Assumption of Leases and Rents dated April 21, 2017, copies of which are attached hereto as Exhibit A (collectively, the “**Lease**”), covering the Premises located at 3613 NW 56th Street, Suite 105, Oklahoma City, Oklahoma 73112, at which location Assignor has heretofore carried on the professional practice of pediatric dentistry. The Standard Office Building Lease Agreement dated June 15, 2001 and Amendment #1 to Standard Office Building Lease Agreement dated April 8, 2002 erroneously state the Premises is located at both 3613 and 3625 NW 56th Street; however, the Premises is only located at 3613 NW 56th Street, as reflected in all subsequent amendments, in that certain building known as 3 Corporate Plaza.

WHEREAS, of even date hereof, Assignee has acquired substantially all of the operating assets of Assignor’s professional pediatric dentistry practice, and in connection therewith Assignee desires to acquire Assignor’s interest as Assignee in the Lease.

WHEREAS, Assignor is willing to assign its interest in the Lease to Assignee subject to the conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon the Effective Date of this Assignment, Assignor hereby assigns to Assignee all of its right title and interest in and to the Lease, the Premises covered by the Lease and the leasehold improvements, if any, contained therein.

Assignee hereby accepts this Assignment and agrees to perform and observe all covenants and conditions of the Lease as Tenant-Assignee thereunder which arise on or after the Effective Date. Accordingly, Assignee hereby assumes and agrees to pay all charges under the terms of the Lease, to the extent such charges arise on or after the Effective Date, including but not limited to payment of the rent and performance of the covenants, conditions, and stipulations in the Lease to be performed by the Assignee.

Assignee further agrees to indemnify and hold harmless the Assignor and any guarantor under the Lease against all actions, claims and demands whatsoever in respect of the said rents, covenants, conditions, and stipulations, and any and all obligations, claims and costs arising under the Lease on or after the Effective Date, including reasonable attorney's fees incurred by Assignor in defending any such claim.

Upon the Effective Date of this Assignment, Assignee and Landlord hereby agree to amend the Notice Address for Assignee, as Tenant, pursuant to paragraph 42 of the Lease, to:

BYU Peds OKC LLC
c/o Spring Dental
400 Riverwalk Terrace, Suite 250
Jenks, OK 74037
Attn: Scott Cole
Email: scole@thespringdental.com
Phone: (480) 620-8053

The above Notice Address also serves as Assignee's, as Tenant, contact information and billing information for the Lease.

To confirm, Landlord's Notice Address and contact information is:

KG AL Holdings, L.L.C.
Attn: Ken R. McGee
4324 Grant Boulevard
Yukon, OK 73099
Email: kmcgee@mcgeecre.com
Phone: (405) 265-3200

2. Assignor covenants that it is not in default under the Lease and agrees to indemnify and hold harmless Assignee from and against any obligations, claims or costs arising prior to the Effective Date, including reasonable attorney's fees incurred by Assignee in defending any such claim.

3. Assignee acknowledges that it has read a copy of the Lease, has had the opportunity to review the Lease with counsel of its choice and has not relied upon any oral promises, representations or assurances in regard to the Lease by Assignor, its employees or agents.
4. Landlord agrees that this Assignment shall effect a release of Assignor, and any guarantor under the Lease, and that it is hereby released and have no obligation for rentals or other costs, expenses, etc. in connection with the Lease, arising on or after the Effective Date. By way of clarification, this Assignment does not release the Assignor or any guarantor under the Lease from any obligation for rentals or other costs, expenses, etc. in connection with the Lease that arose prior to the Effective Date.
5. Assignor acknowledges that the Lease constitutes the entire agreement between Landlord and Assignor with respect to the Premises and that there exist no other understandings and agreements in connection herewith.
6. Assignee accepts the Premises "As Is".
7. This Assignment contains all prior negotiations and understandings between the parties and constitutes their entire agreement with respect to the subject matter hereof and may only be modified in writing executed by the parties.
8. This Assignment shall be governed in accordance with the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma.
9. This Assignment may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The parties expressly agree that if a signature on this Assignment is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy of, fax, email, PDF, Adobe image, jpeg, telegram, telex or telecopy), then such digital, mechanical, or electronic reproduction shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper, original wet-signature, penned manually by its signatory.

[Signatures Appear on the Following Page]

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: Will G. Bozalis DDS, MS
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: Will G. Bozalis DDS, MS
William G. Bozalis, President

Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: Will G. Bozalis DDS
William G. Bozalis, D.D.S., President

By: Will G. Bozalis DDS
William G. Bozalis, D.D.S., M.S.

ASSIGNEE:

BYU PEDS OKC LLC

By: _____
Name: _____
Title: _____

Landlord hereby acknowledges, consents, and
agrees to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.

By: Ken R. McGee
Title: Manager

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: _____
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: _____
William G. Bozalis, President


Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: _____
William G. Bozalis, D.D.S., President

By: _____
William G. Bozalis, D.D.S., M.S.

ASSIGNEE:

BYU PEDS OKC LLC

By: 
Name: Fred Cindlin
Title: Member

Landlord hereby acknowledges, consents, and agrees
to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.

By: Ken R. McGee
Title: Manager

**SIGNATURE PAGE TO
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

ASSIGNOR:

By: _____
William G. Bozalis, an individual

William G. Bozalis, DDS, MS, PC

By: _____
William G. Bozalis, President

Pediatric Dentistry of Oklahoma, P.C. (formerly
William G. Bozalis, D.D.S., M.S., P.C.)

By: _____
William G. Bozalis, D.D.S., President

By: _____
William G. Bozalis, D.D.S., M.S.

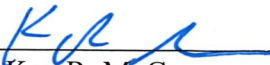
ASSIGNEE:

BYU PEDS OKC LLC

By: _____
Name: _____
Title: _____

Landlord hereby acknowledges, consents, and agrees
to the foregoing Assignment of Lease:

KG AL Holdings, L.L.C.


By: Ken R. McGee
Title: Manager

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma)

On this 27th day of July, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignor, William G. Bozalis, an individual, William G. Bozalis, President of William G. Bozalis, DDS, MS, PC, William G. Bozalis, D.D.S., President of Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.) and William G. Bozalis, D.D.S., M.S., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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 7/5/2023
{seal} ROBIN MURPHY NOTARY PUBLIC No. 19006727 Expires July 5, 2023 STATE OF OKLAHOMA

Robin Murphy
Notary Public
Printed Name: Robin Murphy

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignee, _____, _____ of BYU Peds OKC LLC, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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
{seal} Printed Name: _____

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignor, William G. Bozalis, an individual, William G. Bozalis, President of William G. Bozalis, DDS, MS, PC, William G. Bozalis, D.D.S., President of Pediatric Dentistry of Oklahoma, P.C. (formerly William G. Bozalis, D.D.S., M.S., P.C.) and William G. Bozalis, D.D.S., M.S., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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

{seal}

Printed Name: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

On this 27th day of July, 2021, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Assignee, Creed Cardon, of BYU Peds OKC LLC, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their 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: 4-23-2025

Teri Cariker
Notary Public

{seal}

Teri Cariker
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES April 23, 2025
COMMISSION #1006834

Printed Name: Teri Cariker

EXHIBIT A
to
ASSIGNMENT OF LEASE

- Standard Office Building Lease Agreement dated June 15, 2001
- Amendment #1 to Standard Office Building Lease Agreement dated April 8, 2002
- Amendment No. 2 to Standard Office Building Lease Agreement dated June 29, 2005
- Amendment No. 3 to Standard Office Building Lease Agreement dated March 30, 2010
- Amendment No. 4 to Standard Office Building Lease Agreement dated May 13, 2015
- Assignment and Assumption of Leases and Rents dated April 21, 2017
- Letter Agreement dated March 24, 2020
- Fifth Amendment to Lease Agreement dated June 15, 2020

(Attached here)



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: August 10, 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.

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