



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

July 28, 2020 – 5:30 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - 1. Discussion and consideration of renewing and adopting the current Council governing handbook. (City Manager - T. Lyon)
 - 2. Discussion and consideration of (1) participating in the OMAG's training program, (2) complete the OMAG Stability Test, and (3) review the Declarations and Explanation of Coverage page video in compliance with the Oklahoma Municipal Assurance Group Liability Protection Plan (MLPP) and completion of Recognition Program requirements. (City Manager - T. Lyon)
- C. ADJOURNMENT.

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.

The CDC recommendations will be followed to the extent allowed by the Oklahoma Open Meetings Act and temporary Amendment. Please stay home if you or anyone in your household is sick or think they may have had a COVID-19 exposure. If attending in person, please practice social distancing and wear a mask to protect yourself and others.





DISCUSSION ITEMS





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: July 28, 2020

RE: Discussion and consideration of renewing and adopting the current Council governing handbook.

In order to comply with the requirements of the OMAG grant, we are required to annually review and adopt a governing body best practices handbook.

Staff recommends approval.

Tim L. Lyon

Tim Lyon
City Manager

GOVERNANCE GUIDE 2018

Mayor and City Council



Midwest City, Oklahoma
June 2018



Lyle Sumek Associates, Inc.

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Governance Workshop Mayor and City Council Midwest City, Oklahoma

April 2014

AGENDA

1. Council – Manager Form: Working Model

- A. Basic Assumptions/Underlying Principles
- B. City: Working Model
- C. Teamwork: Keys to Success

2. Governance: The Responsibility of Mayor and City Council

- Key Elements/Responsibilities
- Challenges to Effective Governance
- Leadership through Governance

3. Building Our Mayor – City Council Team: Understanding Our Team Styles

- Problem Solving and Decision Making
- Conflict Management and Negotiations
- Keys to Our Team Effectiveness

4. Mayor and City Council: Framework for Effectiveness

- Mayor - City Success Means...
- Community: Desired Image of Mayor – Council
- House Rules: Code of Conduct

5. Council Protocols: Operating Guidelines for Daily Activities

- Discussion: Expectations and Description
- Finalization: Guidelines
- Personal Commitment

6. Roles, Responsibilities and Actions

- Mayor
- Council Members
- City Manager

7. Strategic Planning for Midwest City: Governing with Direction

- Model: Key Elements
- Connecting the “Dots”
- Initial Ideas for Midwest City
- Institutionalizing a Process

8. Wrap Up: Going Forward

SECTION 1

CITY GOVERNMENT COUNCIL – MANAGER FORM: WORKING MODEL

A

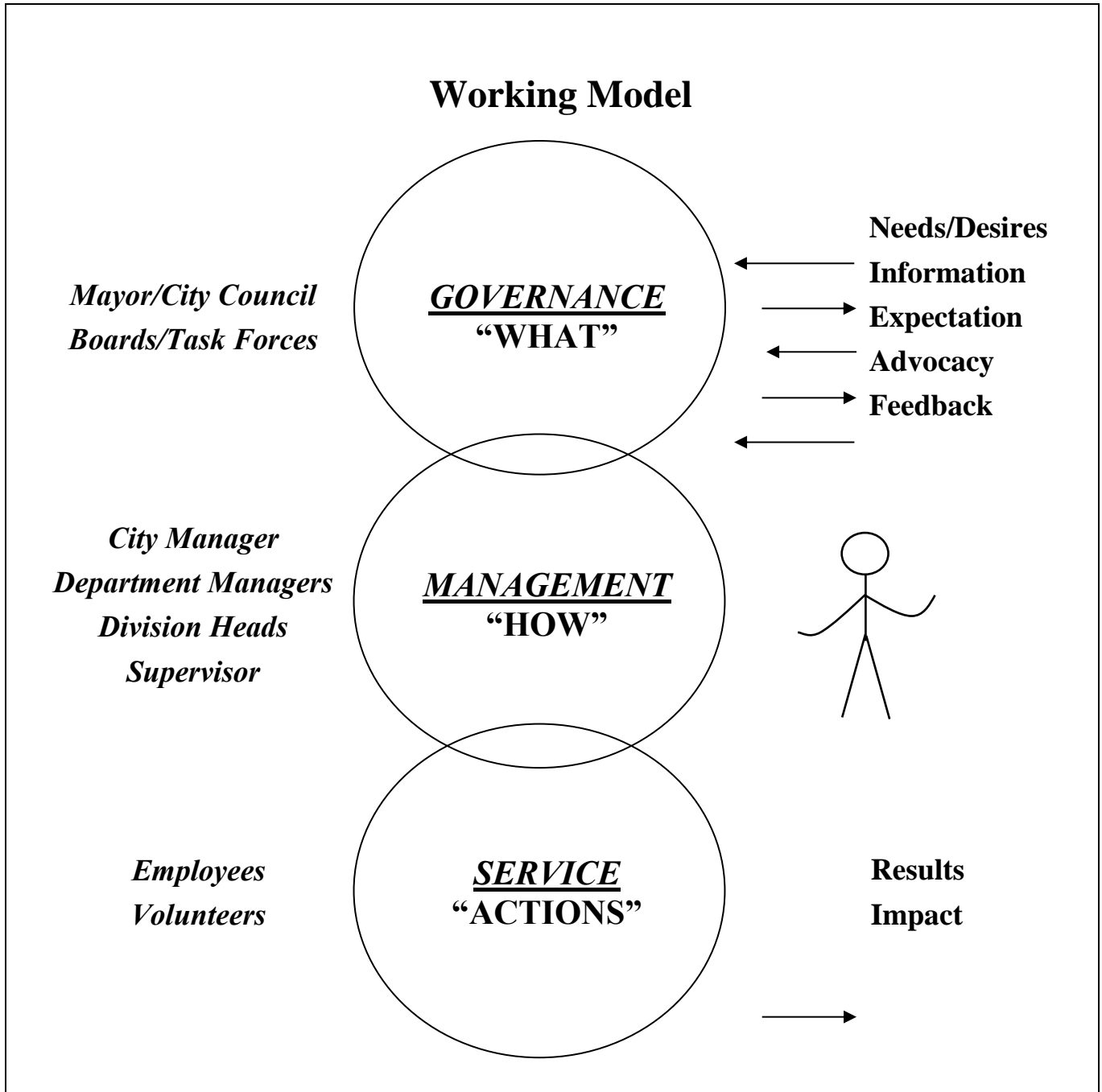
Council – Manager Form: Basic Assumption/Underlying Principles

BASIC PREMISES

- * **Power in the Council: Board of Directors**
- * **Professional Management and Service Delivery**
- * **City Manager as the Chief Executive Officer**
- * **Focus on Community as a Whole**
- * **Council Responsible for Policy**
- * **Minimize Personal Political Influence**
- * **Citizens Involved in Governance**
- * **Nonpartisan**
- * **Competency and Merit**

B

City: Working Model



The City

GOVERNANCE means . . .

- Listening to the citizens
- Anticipating and focusing issues
- Determining vision and values
- Decision making on direction and resources
- Setting the “tone” for the city
- Monitoring staff performance
- Educating the citizenry
- Mobilizing support in the community

MANAGEMENT means . . .

- Analyzing issues
- Developing professional recommendation
- Decision making on programs and resources
- Setting the “tone” for the organization
- Developing programs and systems
- Determine implementation plans and strategies
- Educating and developing employees
- Evaluating and adjusting performance

SERVICE DELIVERY means . . .

- Developing operational plans and tactics
- Organizing the work unit
- Implementing decisions and programs
- Responding to citizen problems
- Maintaining equipment and facilities
- Providing quality services and products
- Developing work units and employees
- Evaluating services and citizen impact

B

Teamwork: Keys to Success

Effective TEAMS Are:

Goals

“Unifying Purpose and Goals”

- Goals – Outcomes
- Work Programs – Game Plan
- Strategy – Action Steps

Roles

“Individual Contribution”

- Valuing Individuality
- Responsibilities Defined
- Practicing Teamwork

Execute

“Produce Results through Actions”

- Analyze —————> Decide
- Act —————> Impact
- Evaluate —————> Adjust

Attitude

“Willingness to Work Together”

- Respect for Each Other
- Cooperation and Openness
- Celebrating Success: Momentum

Trust

“Commitments Becomes Reality”

- Learning from Setbacks
- Guidelines
- Support Each Other

Winning Teams



Winners Versus True Champions *Comparison*

Winners	Champions
Keep the Focus	Refine Goals
Share Responsibility as Leaders	Look For and Develop Leaders
Use a Game Plan	Prepare for New Challenges
Build Teams	Develop Teams
Listen to Citizens	Reach Out to Citizens
Have Agendas	Take on a New Project
Celebrate Successes	Market Success

Today many cities can be characterized as “Winners.” Few cities can be characterized as “True Champions.” This true model provides insights distinguishing “Winners” from “Champions” and laying a foundation for championship action. The message to Mayors and Councils is to look at: Are we a winning team? What do we need to do to become a champion team? The responsibility is yours as city leaders.

The Champion

Now let's turn to the "True Champion."

The "champion" not only wins for the season, it also wins over time. Champions do not rest on their laurels but accept their victory as a foundation for building a better future. The champion sees a winning season as an opportunity to work harder for our next season in order to sustain excellence over time. "True Champions" have the following seven characteristics.

1. Refine Goals

Champions take the goals from their winning season and refine them for the future. It means evaluating their benchmarks of success and refocusing on new opportunities for the future. For city government, Mayors and Councils define more specific goals that have more focus of purpose. The benchmarks are monitored to evaluate the impact of the actions in achieving the defined goals. With an eye on the horizon, opportunities are anticipated. Champions are always looking at ways of refining their goals.

2. Look for and Develop Future Leaders

Champions are always looking for fellow champions in their community. These are individuals who have the potential for effective contribution and leadership within the city. On championship teams, the leaders look for future leaders. They identify these individuals and encourage them to participate in the process. They serve as a coach and mentor, expanding their knowledge and developing specific skills of leadership. Champions do not see future leaders as a threat, but partners in expanding the city's resources and accomplishments. Champions are always looking for future champions.

3. Prepared for Next Challenge

Championship teams refine the process and continue to have an eye on the horizon. They avoid worrying that 'what ifs' may happen. They focus on what they have an ability to control or influence. Champions continue to give. They spend less time worrying about their setbacks and more on improving the process for the future. In cities, it means that Mayors and City Councils look to their process – how they govern the city; how they relate to the city staff. Champions believe that if the processes are in place, the next challenge can quickly become an opportunity.

4. Develop Teams

Champions continue to learn and to grow. Champions see the importance of taking time for meaningful evaluation. They seek feedback on their performance and listen to others' perspectives. They recognize that championship teams who are not developing, die. When that happens, the team gets in a defensive posture focusing on surviving as a team rather than developing for the future. On championship teams, individuals grow and provide new contributions to the team based upon their own personal growth. A "champion" recognizes that individual growth will enhance team effectiveness for the future and continue pursuit of learning.

In cities, Mayors and City Councils look to developing their team and the city team that they lead. Champions avoid stereotyping individuals on their contributions to the team effort.

5. Reach Out to Citizens

Champions recognize the need to continually go back to their roots – what has made them successful. Champions keep going back to the basics. They avoid the sense of arrogance and complacency by reaching out to their fans. For Mayors and Councils, it means reaching out to the community. They can identify a new group to go visit – a new part of the community to talk to, to look at, to get out of their cars and to walk and to look. Communities are dynamic and championship communities recognize the dynamic nature and respond accordingly. Champions recognize that you may not agree with the other person’s perspective, but for them the perspective is real. A champion builds new fans who can be partners in future success. Therefore, if we are going to continue to be champions we must have an ability to address their perceptions. Champions reach out beyond the political supporter and 'safe' group to their emerging communities.

6. Search for a New Project

Champions always need a new project. New projects bring on a sense of opportunity and a sense of excitement. It is an opportunity to recharge the batteries and renew the team spirit. A new project is one that provides a new challenge for the championship team as a whole and the individual members of the team. In cities, it is a challenge for Mayors and City Councils to find a visible project that can have a timely impact on the community. On a championship team, everyone supports the new project. A word of caution: the new project should not take away from the completion of the old agenda.

7. Market Successes

Championship teams share their successes with their fans. They recognize that “fans” are partners in the success. Championship cities share their successes with their partners who have helped them to achieve their goals, with the interest groups that support the city government, and the citizens to whom there is a sense of stewardship. Mayors and City Councils have been entrusted with significant responsibilities with public resources. The marketing of the success and letting citizens and partners know of the accomplishments will lead stakeholders to feel that they have gotten their money’s worth and that the effort of the city was worthwhile. In today's world, the media coverage of government is predominately ‘negative.’ The failure of government, the imperfection of politicians. Even champions lose games, but they do not let them detract from future success. The importance for marketing is paramount to successful championship cities. Marketing is sharing the good news, helping individuals understand the direction and accomplishments, and mobilizing the support for the team. Success builds a momentum for future “championships.”

Champions continually work to be champions. They do not rest on their laurels, but seek ways of enhancing their performance. Champions get better over time.

Pitfalls for Winners

Arrogance – Feeling that We are Better than Others

Attitude of Complacency

Assuming Goals and Focus

Taking Relationships for Granted

On Top of Big Issues

Worrying about the Crisis

Wrap Up Mentality

Personal Prominence

Pitfalls for Winners

Sowing the Seeds of Failure

After a team wins the Super Bowl, the World Series, the NBA Championship, there is always the potential to get wrapped up in the “winning season.” The winning season then provides significant challenges for leaders who want to be champions.

The pitfalls for “winners” are:

- **Arrogance – A Feeling that We Are Better than Others**
In applying the concept of arrogance to cities, it means that Mayors and City Council lose their feeling for the true, total community. The focus becomes special interest groups that have shared in the success and who have a comfortable relationship with Council. They are predictable and supportive. Input becomes selective, relying on these few, rather than reaching out to others in the communities. The Council gets a feeling that “we know what is best” and begins to view citizen input through a “tinted lens.” Sometimes they retrench into their political shells. The assumption is the citizens will recognize our winning efforts for the community.
- **Attitude on Complacency**
The feeling “we are fine, we are now here” challenges winners. However, as you take the words “now here,” it can easily become “no where.” In cities, complacency occurs when the Council assumes the winning efforts will continue with minimal effort. Less time is spent on issues; less time is spent on process – how we govern our cities. It is assumed that certain issues will be handled in a quick and timely manner. Council members become impatient and minimize critical feedback. Councils worry more about getting out of the meeting in a quick and deliberate manner, rather than whether the issue has been thoroughly discussed and analyzed.
- **Assuming Goals and Focus**
Winners have goals. Winners accomplish goals. Winners get distracted from their goals. They may see no need for a goal-setting workshop and cancel it. The challenge for Mayors and City Councils is to continually review and refine their goals from year to year. This becomes the focus of their energies – focusing on what is more important for the community. As events occur and times change, there is always a need in the city to refine the goals and redirect energies. This keeps the focus on the future rather than becoming consumed with today.
- **Taking Relationships for Granted**
Winners succeed because of the willingness to work together to get and sustain major votes. The working together is based upon the development of positive work relationships over time. It is an understanding and appreciation of individual contributions. It is an understanding of what roles each member plays. It is an understanding of how others will behave and react in different situations. However, as in any relationship, we assume that it will continue with minimal work on our parts. In marriages, this assumption many times leads to divorce. With Mayors and

Councils, it leads to a break down in the governance process and the election at the polls. Winners become challenged by focusing on petty irritants in the relationship. Teamwork gradually begins to disappear. As a result, over time, winners can find a relationship on a dysfunctional slide, which results in increased interpersonal conflict and tension.

- **On Top of Big Issues**

Winner's success comes from getting on top of big issues. In cities, winning Mayors and City Councils have defined future goals and developed an action plan to accomplish those goals. For winners the feeling of success on big issues leads to a feeling of freedom to pursue individual agendas. With Mayors and City Councils the big issues have been addressed, so what is on the next agenda? The next agenda becomes filled with individual action items, most of which are not of major significance. As the individual items begin to consume more and more staff time, the city staff can become confused and question the true direction for the city and the individual motivations of Council Members. The city begins to lose its focus with resources being diverted to these individual agendas and issues.

- **Worrying about the Crisis**

After a winning season, winners begin to worry can we repeat. If the tension builds and concerns about winning become predominant, the goal is winning rather than addressing the issues and being successful. We lose the focus on what brought us the success of winning. We wonder what the next issue on the horizon is that will become our crisis, the next major political challenge for us as city leaders. Like with any team, when any individual players become tense the performance deteriorates. Winners find themselves losing the game and losing on issues. You start to look for crises and, in many cases, begin to generate the crisis. For Mayors and Councils it is an easy issue that can be handled quickly that becomes a major crisis because of over-analysis and over-concern.

- **Wrap Up Mentality**

Winners become challenged by the mentality that all we need to do is sustain our effort for the next season. For cities, it means all we need to do is to complete our projects and wrap up our reports. The wrap up mentality shortens the horizons from focusing on the future to focusing on today. The focus of the goals becomes lost as we wrap up the issues. Life becomes boring because of no future challenges. We get impatient in our desire to wrap up issues in a timely manner. As a result, little problems can become major impediments to future success.

- **Personal Prominence**

With the success of being a winner, individuals gain prominence. Winners let the prominence, at times, go to their heads and forget the team effort that was needed to produce that winning season. Individuals get a glorified sense of their own importance. For Mayors and Councils it is the media focusing on individual contributions and accomplishments, rather than successes of the city. We forget that there is no "I" in "Team." Our focus is on ourselves individually, rather than our city's future. For some Mayors and Councils, personal prominence is perceived as being important for future political success. Individuals begin to claim credit for the policy or action and are less likely to share credit with the team.

- **Getting Away from the Game Plan**

Winners feel they have got a successful game plan. The game plan worked for the last season.

We need to communicate less and spend less time talking with each other. We need to spend less time with the process because the process is embraced. There is no need to fine-tune our game plan. There is no need to understand each other. I already know where they are coming from. In cities, Mayors and Councils take less time in work sessions and in their formal meetings. There is less discussion of individual ideas and perspective on issues. There is less discussion of future horizons. There is growing impatience with drawn out processes and at times with each other. Individuals may self-censor their comments, figuring that others are not interested or think they have heard that once before.

These are the pitfalls that challenge winners and the response to these challenges distinguishes “Winners” from “True Champions.”

12 Points of an Effective Mayor and City Council

1. Focus on and Use Vision, Goals and Priority

- Define the city's preferred future
- Establish outcome-based goals
- Think about value to the community
- Use to allocate resources, to develop plans and policies, to invest in the future

2. Make Timely and Courageous Decisions

- Use vision, goals and priorities to use decisions
- Seek and use input from community and city staff
- Evaluate options through committees and work sessions
- Decide on what is "best for the city"

3 Provide Clear Direction and Expectations

- Obtain clear closure
- Define outcomes, measures of success and time frames
- Delegate assignments to Boards and Councils, and to city staff
- Make sure to summarize and test closure to make sure that everyone has the same understanding

4. Negotiate

- Know your own bottom line
- Look for common ground and areas of agreement first
- Use work session and committees to negotiate
- Win with grace, lose with grace

5. Treat Others with Respect

- Be courteous, polite and trustworthy – avoid personal attacks
- Deliver on your commitments
- Act within your defined roles
- Value the contributions of others

6. Have Open Communications

- Communicate using direct, open messages
- Keep everyone informed and avoid surprises or hidden agendas
- Listen and understand before judging
- Use simple and focused messages that people can remember

7. Monitor Performance

- Obtain regular progress updates/status reports
- Meet quarterly to review and refine direction
- Evaluate the outcome and actions, and make modifications
- Take responsibility for the actions and be accountable for the results.

8. Have a Community Presence

- Be accessible to the citizens and community
- Go into the community beyond your political supporters
- Take time to develop effective working relationships with community partners
- Be a positive advocate for the city

9. Act as a Board of Directors

- Know your community – view it as the “market place”
- Focus on providing policy direction
- Delegate clear responsibility to the city manager as the C.E.O.
- Avoid micromanaging and the daily operations

10. Think Strategically

- Institutionalize the goal setting process
- Identify key partners who can bring resources to the table
- Define alternative routes and steps to destination – the vision
- Keep the “big” picture in mind

11. Align the City Organization

- Appoint individuals to Boards and Councils who share your passion for the city and the vision for the future
- Define the core values to guide “how the city should operate and be managed”
- Employ the “right” city manager for your city
- Hold others accountable for their behaviors, actions and the results

12. Share Success and Celebrate

- Communicate “Our City Success” in terms that the average citizen will understand
- Use celebrations that create a positive memory – value that the city has added to people’s lives
- Recognize others who have contributed to the city’s success
- Remember people want to be associated with “winners”

SECTION 2

GOVERNANCE: THE RESPONSIBILITY OF THE MAYOR AND CITY COUNCIL

A

Governance: Key Elements/Responsibilities

OVERVIEW

- 1. Determine Your Core Businesses**
 - 2. Define Goals for 5 Years**
 - 3. Develop Strategies**
 - 4. Establish Annual Agenda – “To Do” List**
 - 5. Make Policy Decisions**
 - 6. Listen to Community – the Stakeholders**
 - 7. Be an Advocate**
 - 8. Delegate to City Staff**
 - 9. Monitor Performance and Results**
 - 10. Set the “Corporate” Tone**
-
- 11. Hire/Fire Chief Executive Officer**

Responsibility 1

**Determine Our Businesses –
The Responsibility of City Government**

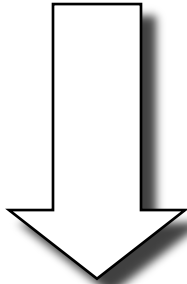
Community Needs

Basic Services/Products

Service Levels

Services that Enhance Quality of Life

Resources to Support Services



**CORE BUSINESSES THAT
HAVE VALUE FOR
STAKEHOLDERS**

Responsibility 2

**Define Goals for 5 Years –
Our City’s Destination**

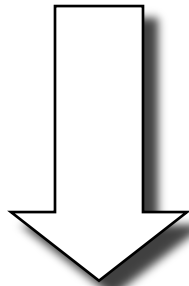
Desire for Your City’s Future

Community Uniqueness

Community Assets: Worth Preserving

Characteristics of Our Community – Today, in the Future

Dreams, Visions, Hopes



**OUTCOME BASED GOALS
THAT CAN GUIDE DECISIONS
AND ACTIONS**

Responsibility 3

**Develop Strategies –
Strategic Investments and Action**

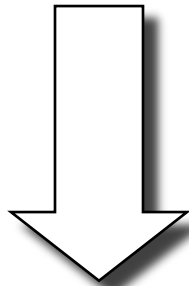
Analysis of Gaps

Forces Shaping the Future – Ability to Influence

Legal Framework and Regulations

Opportunities Today and On the Horizon

Critical Needs – Short-Term



**STRATEGY FOR ACHIEVING
GOALS THAT OUTLINES ACTIONS,
INVESTMENT AND TIMELINE**

Responsibility 4

**Establish Annual Agenda –
“To Do” List of Targeted Actions**

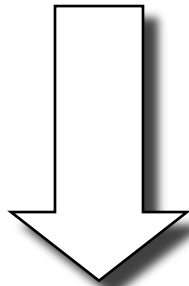
In Progress

Policy Voids and Needs

Major Projects

New Programs

Resources



**AGENDA OF TARGETS FOR
COUNCIL ACTION THAT IS AN
ANNUAL “TO DO” LIST**

Responsibility 5

**Make Policy Decision –
Direction on Key Issues**

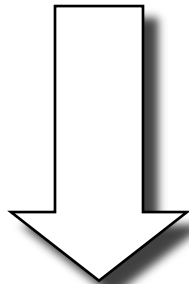
Specific Outcomes and Performance Expectations

Policy Statement/Position

City's Role and Responsibility

Framework for Action

Resources

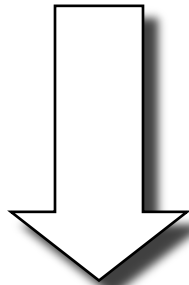


**DECISIONS PROVIDING CLEAR
DIRECTION TO CITY STAFF
AND COMMUNITY**

Responsibility 6

**Listen to Community –
Messages from Stakeholders**

Beyond the Vocal 20% . . .
Desires for the Future
Needs: Short-Term and Long-Term
Concerns
Expectations
Partnering and Involvement



**MESSAGE FOCUSING ON MAJOR
THEMES THAT RELATE TO CITY'S
RESPONSIBILITIES**

Responsibility 7

**Be an Advocate –
Education and Support of Stakeholders**

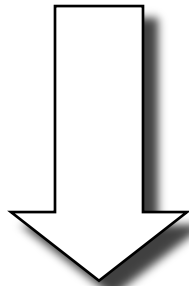
Understanding City Government – “Civics 101”

Responsibilities of Citizenship

Representation of City: Policies and Corporate Body

Cheerleading and Inspiration

Celebration



**REPRESENTING CITY AS ADVOCATE
DIRECTION TO CITY STAFF AND
COMMUNITY STAKEHOLDERS**

Responsibility 8

**Delegate to City Staff –
Clear Directions and Parameters**

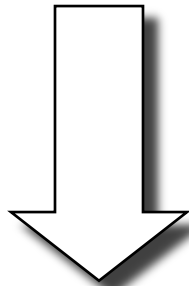
Closure on Issue

Directions

Parameters: Guidelines and Resource

Expectations: Outcomes and Process

Criteria for Measuring Success or Completion



**DELEGATING BY SETTING
DIRECTION AND INSPIRING OTHERS
TO FOLLOW THROUGH**

Responsibility 9

**Monitor Performance and Results –
Clear Feedback to Staff**

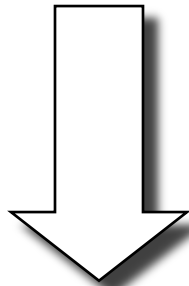
Progress Reports

Adjustments: Direction

Refinement: Actions

Problem Solving

Accountability for Results and Impact



**PERFORMANCE MONITORING THAT
ADJUSTS THE COURSE OF ACTIONS
TO “BEST” ACHIEVE OUR GOALS**

Responsibility 10

**Set the “Corporate Tone” –
Guiding Values and Principles**

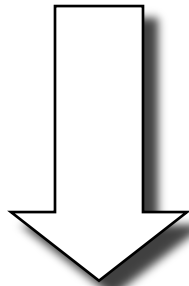
Behavior at Council Table

Comments in the Community

Treatment of City Staff

Respect for Stakeholders

Impact of Process – “How” Things Are Done



**CORPORATE TONE REFLECTS
VALUES THAT GUIDE
ADMINISTRATORS AND EMPLOYEE
ACTIONS ON A DAILY BASIS**

Responsibility 11

**Hire Chief Executive Officer –
City Manager or Administrator**

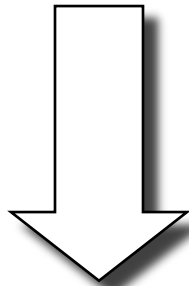
Responsibilities

Selection

Supervision

Feedback

Performance Standards and Evaluation

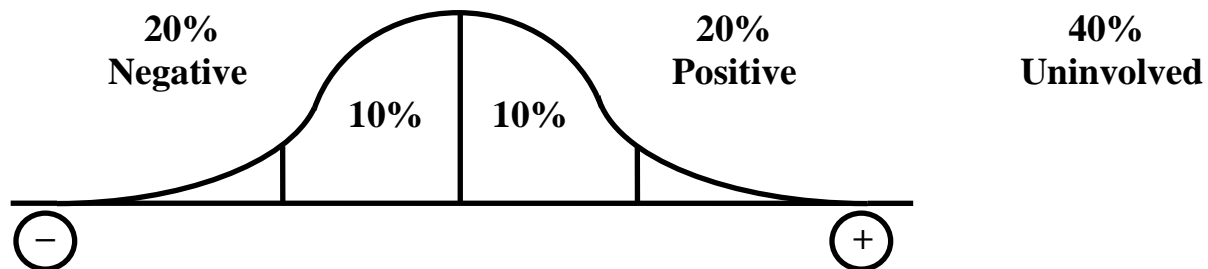


**CITY MANAGER (CEO) THAT “FITS”
OUR COMMUNITY, OUR CITY AND
CAN HELP US ACHIEVE OUR GOALS**

B

Challenges to Effective Governance

Challenge 1 Empower the 80%



Involved citizens within a community can be divided into four groups:

- 20% positive supporters of City government
- 10% learning toward positive attitude
- 10% learning toward negative attitude
- 20% negative toward all actions of government

Uninvolved citizens:

- 40% who knows?

The negative 20% can be characterized as:

- Seldom satisfied with City government response
- Vocal on any issues – always providing an opinion
- Always present monitoring City government activities
- Media darlings – always willing to provide a quote
- Use threats to intimidate Mayor and City Council

Over the past several years increased networking has occurred among the negative 20%, increasing pressure upon Mayor and City Councils. Mayors and City Councils have tried to be responsive and incorporate the negative 20% in community problem solving and listening to their concerns and ideas. The negative 20% have intimidated many Mayors and City Councils and seized control of the agenda, issues, programs, program direction, and decision-making process. Public hearings have become an open hearing for the venting of the negative 20%.

► Impact

- Intimidation by citizens of City government
- Control of City agenda: goals and direction
- Emerging as “Community Leaders”

► Challenge

How to say “NO” and recapture momentum for leading the City

Challenge 2 McGovernment Attitude

Our society has become preoccupied with a “fast food attitude” toward services. This attitude is characterized by:

- Convenient services
- Ease for customer
- Fast and quick response
- Perception of “cheap” product and service
- Others responsible for actions
- Service “my way”
- Impatience with delays or “excuses” of complexity
- Desire for service NOW

These have become the citizen’s standard for judging municipal services.

► Impact

- Citizen’s view of unresponsive government
- Focus on “My” concerns over “Best for Community”
- Lack of understanding of City government and services

► Challenge

How to inform citizens and gain appreciation for City government: our programs and our services

Challenge 3 Agenda of the Unimportant

Within Cities, Mayors and City Councils have desired to increase their responsiveness to citizens. Citizens have increased their requests for City services and responsiveness to individual problems. Mayors and City Councils have created “program creep” by responding to individual issues and creating a program based upon individual requests. Funds or resources are shifted in order to respond to citizens. A City program has begun to evolve. They have spent time on relatively “minor issues” that will have limited long-term impact on the community. City Councils have spent time on “cat” ordinances, analysis of golf balls impacting our windshields, and others. These issues are fun and produce results.

Long-term complex issues or long-term planning efforts are often avoided. It is difficult to see the short-term impact of complex issues and long-term planning. As a result, City Council agendas are filled with issues that may be of less importance on the City’s future.

► Impact

- Focus on individual citizen requests
- Less time on major policy decisions
- City time and energy on relatively unimportant items

► Challenge

How to focus on what is truly important for the future of our community

Challenge 4 Have the Courage to Decide

Today, Mayors and City Councils are concerned about being “perfect.” The fear is that any failure or setback will be represented in the media and lead to costing them their position. Citizens do not expect perfection. They expect honesty. If a mistake is made, they prefer the Council admit the mistake, point out areas of learning, and then move to the future. As elected officials strive for perfection, they delay issues, they recycle issues and they react to issues. The challenge is having the courage to decide. It is like having a young cocker spaniel that needs to have its tail cropped. One approach is to take the cocker spaniel in monthly to reduce the size of the tail in inch increments. After the first inch, the dog is hurting, but heals. After the second inch, the dog is hurting, but remembers. As the dog approaches the veterinarian, it remembers that this is not a pleasant experience and may attack the veterinarian. The learning point is that it may have been best just to reduce the tail in its entirety in one “whack.” The lesson for elected officials is many times they need to exhibit the courage to decide. The realization is that by deciding, the reality was not as bad as what they feared. By delaying issues you allow for others to recycle issues, for the negative 20% to network and mobilize additional opponents. By deciding, you move on to the future.

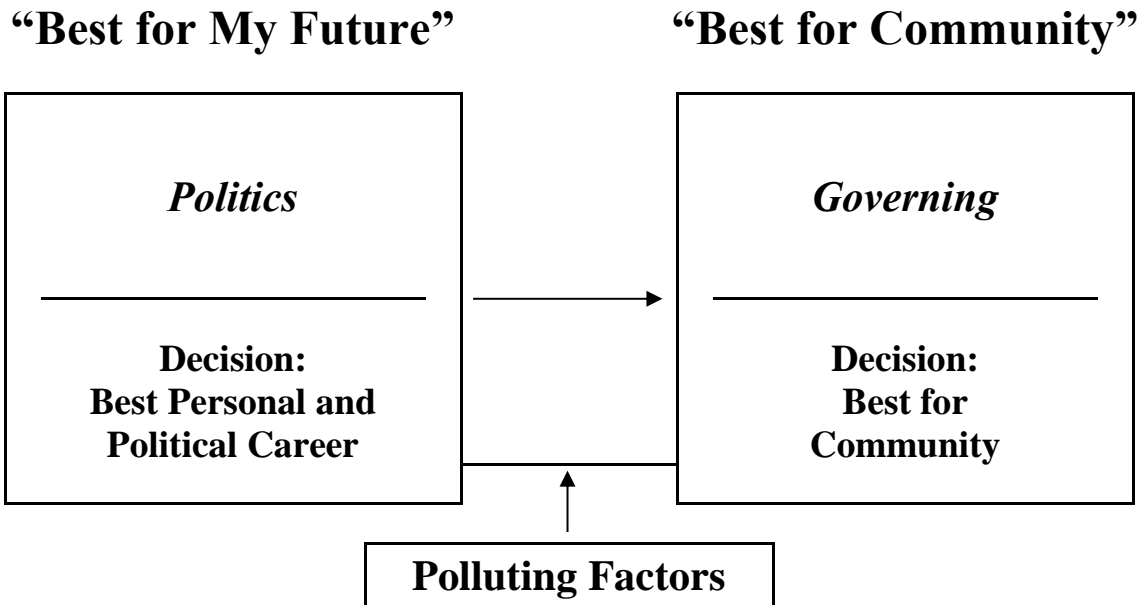
► Impact

- Key issues may die
- No momentum for implementation
- Council becomes beleaguered – frustrated
- Citizens are driven away by indecision
- Special interests understand that they can manipulate by delaying

► Challenge

When you have appropriate citizen involvement and sufficient information, just decide.

Challenge 5 Politics vs. Governance



- Personal
- Petty
- Present
- Politics

Bottom Line: Managers Must Think Political and Act Apolitical

► **Impact**

- Campaign Time Longer
- Increase Politicization of Policy Issues
- Different in Getting Substantive Debates
- Playing to the Audience
- Recycling Issues

► **Challenge**

How do you focus primarily on governing?

Challenge 6 Transforming the City Organization to a Service Business

CITY ORGANIZATION	SERVICE BUSINESS
<ol style="list-style-type: none"> 1. Responsive 2. Professional Driven 3. Special Interest 4. Monopoly 5. Expend 6. Morale 7. Adapt 8. Process 	<p>Value</p> <p>Market</p> <p>Customers</p> <p>Competition</p> <p>Cost Conscious</p> <p>Performance</p> <p>Change</p> <p>Results</p>

Challenge 7 Community-Based Government

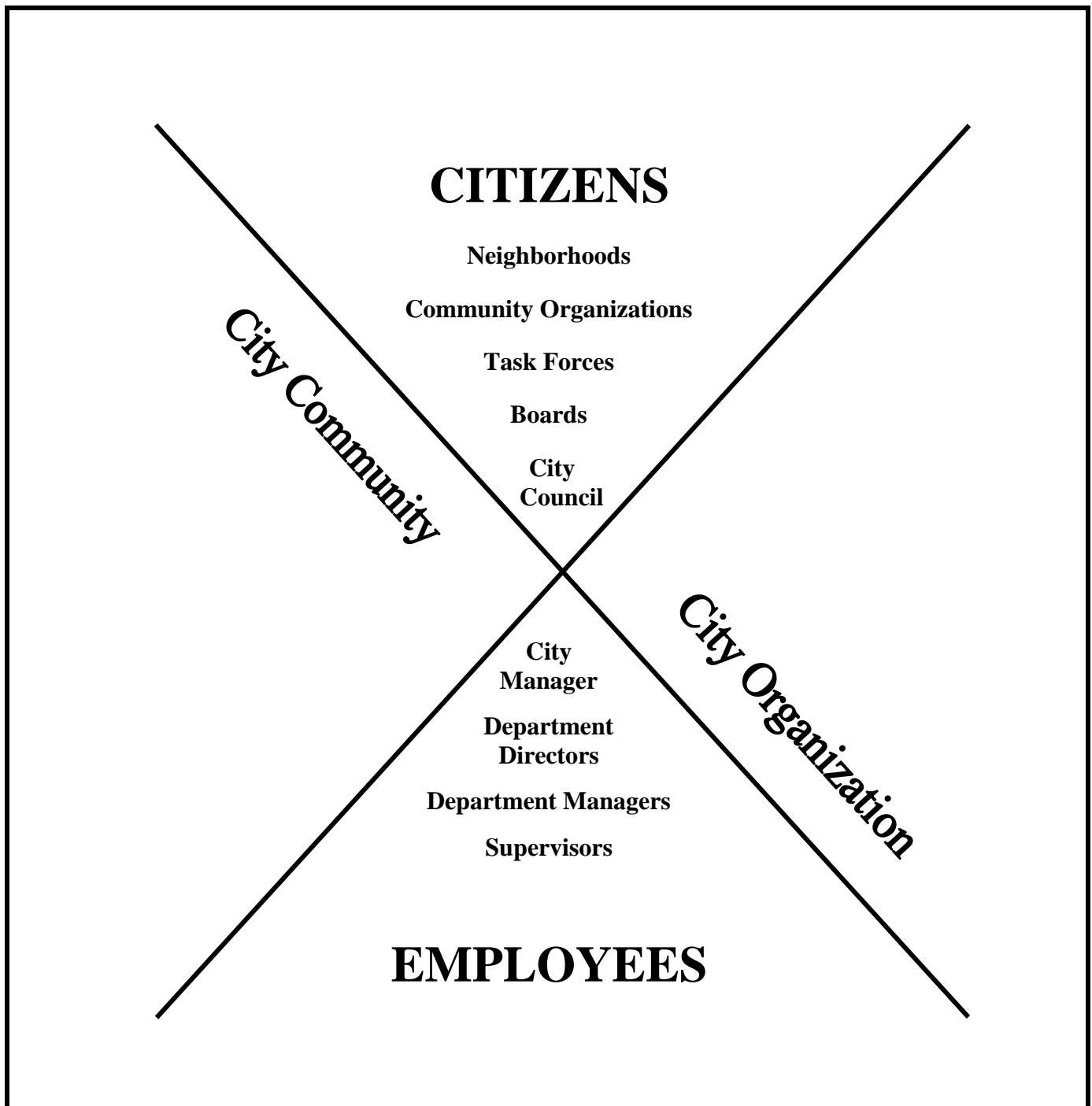
	1950	1960	1970	1980	2000
	<i>PERSONAL</i>		<i>PROFESSIONAL</i>		<i>COMMUNITY</i>
G O V E R N A N C E	<ul style="list-style-type: none"> • Informal power structure (e.g., coffee shop) • Intuition-based decisions • Actions for friends • Desire to keep harmony • React to calls and complaints 		<ul style="list-style-type: none"> • Study/analyze issues • Desire recommendations from staff • Plans development • Great reliance on staff • Rational decisions • Detailed reports prepared 		<ul style="list-style-type: none"> • Value-based decisions • Community involvement • Openness of government • Balance: Personal and professional • Vision – defined community direction • Defined goals: Monitor performance
M A N A G E M E N T	<ul style="list-style-type: none"> • Serve as technician or clerk • Emphasis on record-keeping and administration • Respond to Council directives, citizen requests • Decentralized administrative functions – department autonomy • Reactive • Scapegoat for problems 		<ul style="list-style-type: none"> • Directive – “professionals know best” • Manipulate agenda • Develop rules, policies and procedures • Develop systems • Centralized administrative functions • Cultivate community: Power base 		<ul style="list-style-type: none"> • Recommendations to Council • Lead the organization • Open government • Emphasis on responsibility and accountability • Evaluate system, adjust process • Decentralized administrative functions • Develop organization
S E R V I C E	<ul style="list-style-type: none"> • Desire to survive • Minimal training • Low profile • Act without questioning • Operational simplicity • Minimal rules or guidelines • Emphasis on personal favors 		<ul style="list-style-type: none"> • Desire efficiency • Productivity measures • Maximize resources • Develop and follow operational plan • Technologically complex • Professional certification of proficiency 		<ul style="list-style-type: none"> • Desire for effectiveness • Service definition – goals and level • Customer-oriented • Concern about impact • Feedback on performance

“Take care of the citizens – my friends”

“Rely on the Professionals”

“Working with Our Community”

Community-Based City Government



C

Leadership through Governance

Leaders' Dilemma

by Lyle J. Sumek

DILEMMA: How did we end up **HERE**?

Leaders create **HERE** by their decisions, indecisions, non-decisions or re-decisions.

Leaders are responsible for defining **HERE**, the vehicle to take you to **HERE** and the route to get to **HERE**.

Leaders have a choice: to intentionally create **HERE** or to react to each situation that then defines **HERE**.

Leaders intentionally shape **HERE** through a *Strategic Plan*, which defines **HERE** as a value-based future *vision*, defines the vehicle to take you to **HERE** as the government's *mission* and *services* and the route/map to **HERE** as a *plan for five years* with milestones.

Leaders take the trip/journey to **HERE** through a *Strategic Process*, which is using the *Strategic Plan* to guide daily decisions and actions.

Leaders demonstrate the courage to confront the true realities facing them, and to have candid discussions of options and differences as they define **HERE**.

Leaders use their judgment and make difficult decisions to implement the *Strategic Plan* by setting the direction and policies, by defining expectations, by raising the revenues, by allocating resources to build the road to **HERE**.

Leaders exercise their influence to mobilize community support even in light of personal agendas and strong opposition to **HERE** because it is the right **HERE** for the community.

Leaders encounter the unforeseen during the trip to **HERE** – unanticipated events happen, unintended consequences occur, environments change, and opportunities emerge.

Leaders evaluate the unforeseen and make adjustments to get to **HERE** learning from setbacks and remaining nimble and resilient.

Leaders end up **HERE**: either a great trip with successful outcomes or ask: how did we get **HERE**.

REALITY: Leaders did it themselves and are responsible for **HERE**.

Governance vs. Politics: A Simple View

By Lyle J. Sumek

Governance is serving the community;

Politics is getting elected or re-elected.

Governance is being guided by vision, goals and value to the community;

Politics is being guided by ideology, a cause or philosophical principle.

Governance is shaping the community's future for the long term;

Politics is responding to the moment and current "crisis".

Governance is taking responsibility;

Politics is making promises.

Governance is exercising an ability to influence others;

Politics is the use of personal power.

Governance is finding pragmatic solutions to problems through collaboration;

Politics is starting with solutions in mind.

Governance is being data driven;

Politics is playing to people's emotions.

Governance is negotiating by trading off to find a workable compromise;

Politics is demanding and advocacy to win.

Governance is educating and mobilizing support;

Politics is rallying supporters and creating zealots.

Governance is creating community benefits and value;

Politics is taking personal credit and receiving personal recognition.

TODAY'S CRISIS: Politics trumping Governance

Effective Governance Is Work, But Boring

Twenty Rules for Success

by Lyle J. Sumek

Effective Governance

is developing and maintaining relationship based upon mutual trust and respect,
not developing conditional relationships or relationships based upon convenience.

Effective Governance

is respecting personal responsibilities and their institutional role,
not taking over the responsibilities of others nor telling others how to do their job.

Effective Governance

is working together and collaborating,
not thinking about "I" over "We".

Effective Governance

is a willingness to sacrifice to the greater good,
not focusing on personal gains or protection.

Effective Governance

is communicating in an open and timely manner,
not providing partial information or surprising with last minute information.

Effective Governance

is addressing today's issues with the future in mind,
not reacting to the moment with easy solutions or quick answers.

Effective Governance

is unbiased analysis reports,
not starting with the outcome in mind.

Effective Governance

is speaking to the issue,
not grandstanding or personal attacks.

Effective Governance

is having an open, candid conversation and discussion,
not avoiding real and sensitive topics.

Effective Governance

is listening to understand,
not prejudging based on the individual or jumping to conclusions.

Effective Governance

is negotiating with others,
not demanding or withdrawing.

Effective Governance

is recognizing that it takes a majority to decide,
not one or vocal minority.

Effective Governance

is making a timely closure,
not recycling or delaying to gain advantage.

Effective Governance

is providing clear direction and decision,
not leaving the room with different interpretations.

Effective Governance

is deciding based upon what you believe is "right" for the community,
not deciding for personal or political gains.

Effective Governance

is consistency of process and direction over time,
not making changes reacting to the current moment.

Effective Governance

is supporting and representing the decision to others,
not acting in a manner to undercut the decision.

Effective Governance

is learning from setbacks and failures,
not finding fault or someone to blame.

Effective Governance

is being nimble and willing to change when circumstance change,
not being rigid or denying.

Effective Governance

is maintaining your sense of humor and perspective,
not taking yourself too serious.

BOTTOM-LINE:

Effective Governance is work and pays off for the community, but is viewed by others as boring.

Decisions: The Exercise of Power

by Lyle J. Sumek

Leaders govern by exercising their power to *decide* – make *decisions* that define the community's future

Deciding is using

1. "Best" available data and information
2. Input from others
3. Analysis of options against desired outcomes
4. Common sense

to make a judgment

Decisions

1. Answer questions
2. Settle something in doubt
3. Select a course of action
4. Resolve a dispute and differences
5. Come to closure or conclusion

which are definitive choices.

Effective Use of Power...

links Direction to Outcomes – vision, goals, performance measures;

uses Data and Input – listening and applying;

reflects the Interests of the Community – "best" for all;

provides Clarity of Direction – all leaving with the same expectations and understandings; and

delivers Closure – "final" choice on direction to guide planning and activities.

A ***Decision*** in reality is a series of ***Decisions***. The ***Decision Tree*** is a model with the seed and each branch representing a choice between alternatives with risks, costs, probabilities and results, and requiring a ***Decision*** – the first ***Decision*** shaping future ***Decisions***.

Leaders ***decide*** on ***DECISIONS OF INTEREST AND INVESTIGATION***, ***DECISIONS OF THE COURSE OF ACTIONS*** and ***DECISIONS OF IMPLEMENTATION***.

DECISIONS OF INTEREST AND INVESTIGATION

1. *Decide on Expectations*
2. *Decide on Outcomes*
3. *Decide on Parameters*
4. *Decide on Key Issues*
5. *Decide on Direction on Interest and Investigation*

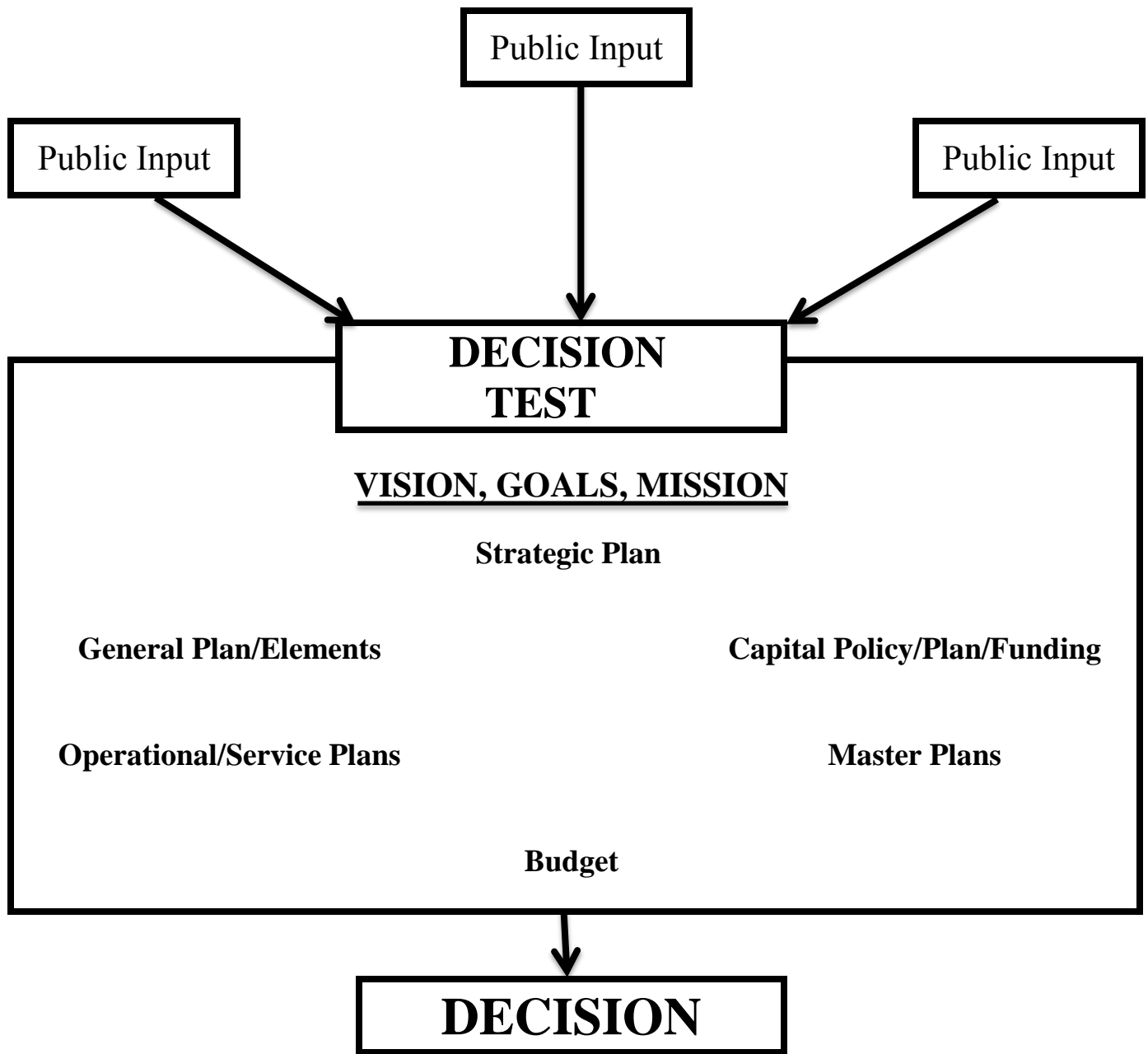
DECISIONS OF THE COURSE OF ACTIONS

1. *Decide on Data Gathering*
2. *Decide on Analysis and Options*
3. *Decide on Negotiations*
4. *Decide on Recommendations*
5. *Decide on Direction on Actions*

DECISIONS OF IMPLEMENTATION

1. *Decide on Program Development/Project Plans*
2. *Decide on Evaluation and Refinements*
3. *Decide on Resources*
4. *Decide on Operations*
5. *Decide on Direction on Implementation*

BOTTOM-LINE: Every *Decision* is an exercise of power to create our future. Every *Decision* that we make is a difficult choice among options. Every *Decision* has risk, consequences and impacts. Ultimately, we are responsible for every *Decision* that we make.



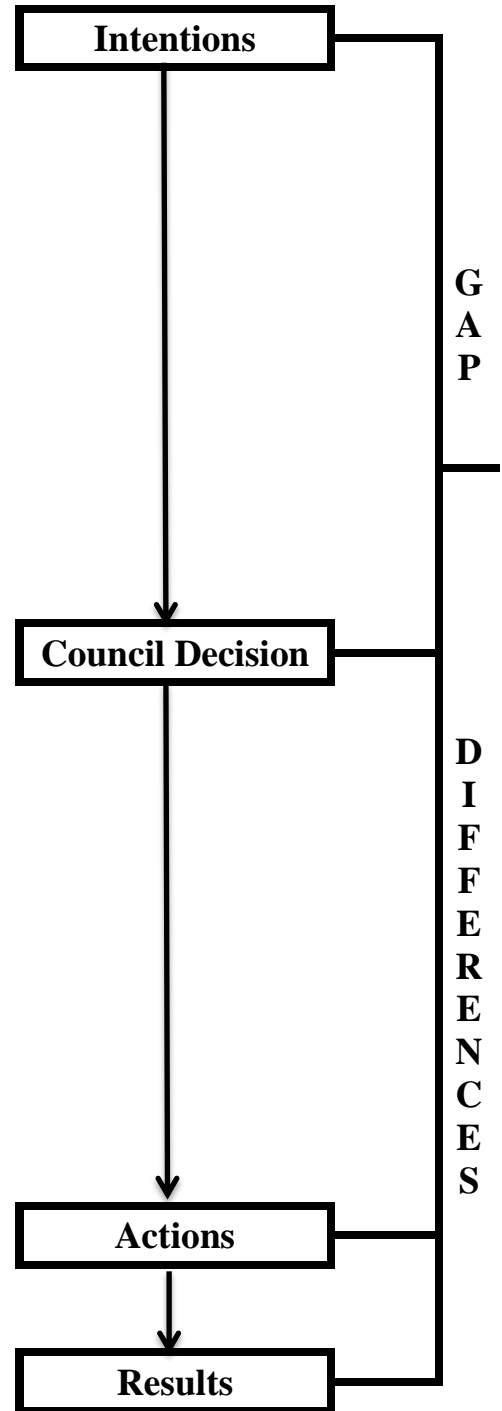
“Best for the Community using Data and Analysis and Common Sense Judgment”

Implementation Gaps

Critical Factors

1. Community Understanding: Issues, Impacts, Consequences
2. Community Input Mechanism Shaping Direction
3. Defined Outcomes
4. Data Analysis and Use
5. Candid Policy Dialog

6. Clarity of Outcomes and Direction
7. Defined Roles and Responsibilities
8. Adequate Resources
9. Activities with Milestones and Time Frame
10. Evaluation and Adjustment: Outcomes, Process



SECTION 3

BUILDING OUR MAYOR – CITY COUNCIL TEAM: UNDERSTANDING OUR TEAM STYLE

A

Problem Solving and Decision Making

In order to govern or manage a team and deal with policy issues, it is critical that managers have effective problem solving and decision making skills. A common assumption is made that individuals have these skills when they assume a position on the team. However, the context of municipal problem solving and decision-making is unique in terms of the forces and pressures, which affect the process.

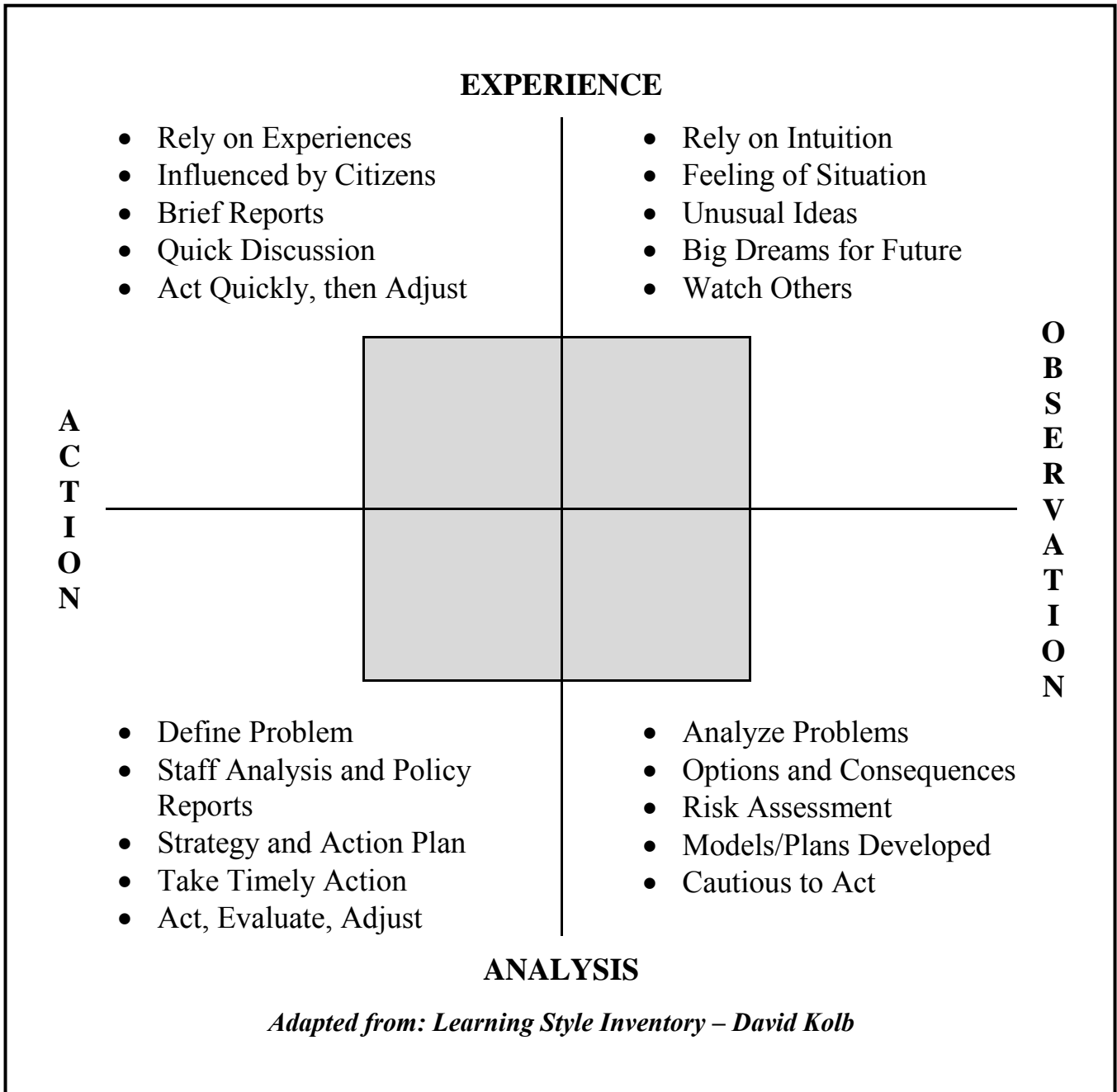
Each person has a unique style in problem solving and decision-making. To gain a perspective on each individual's style, the session participants completed Kolb's Learning Styles Inventory. The purpose of this inventory was to assess the individual styles, their implications for effective problem solving and teamwork, and the strengths and weaknesses associated with each style. It is assumed that there is no one best style, but rather each person has a unique set of strengths and weaknesses.

There are four primary elements in problem solving:

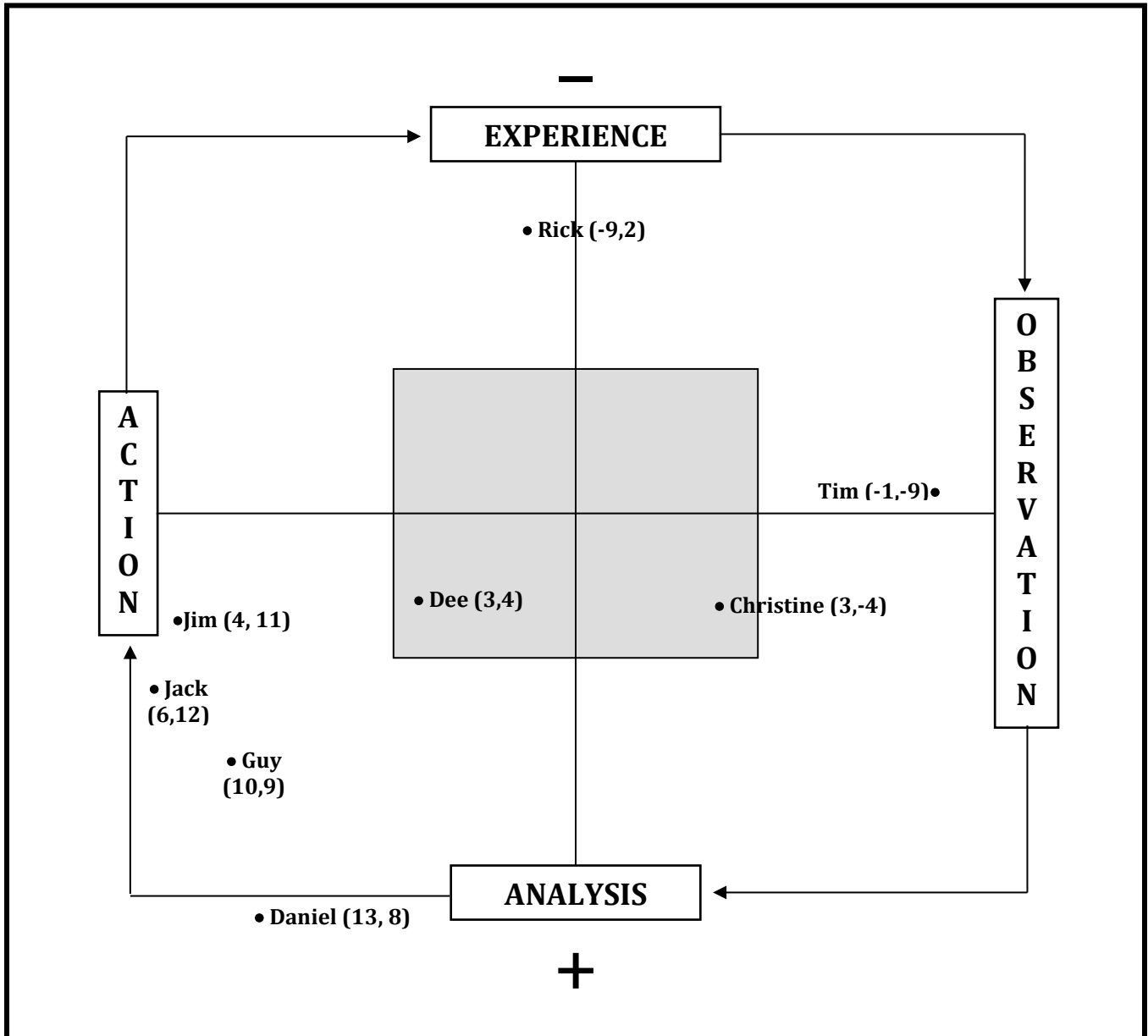
- **Concrete Experiences:** We tend to rely heavily on our concrete experiences until there is a failure. We then recognize that a problem exists. We continue to experience that problem until it reaches a critical level. We may utilize our past experiences to try to alleviate the situation.
- **Reflective Observations:** Once a problem has been identified, we may observe others who have experienced similar problems. The purpose is to learn from others' experiences in handling similar, if not identical, problems. We may also reflect on past experiences or the experiences of others.
- **Abstract Conceptualization:** We may study the problem area through the exploration of alternatives and the identification of which alternative is most likely to solve the problem with minimal risk. Abstract conceptualization involves detailed analysis of the problem, including examination of alternative approaches to problem solving.
- **Active Experimentation:** We experiment with different alternatives to identify the most workable solution. This process involves willingness to adjust to the situation as the alternative is implemented. In addition, securing feedback is necessary to ensure the problem is effectively addressed.

***Two numbers are assigned to each individual. The first number is the degree of relying upon (a) prior experiences and "gut" feeling and (b) analysis and planning. If the number is "negative," the individual relies more on "experiences and feelings"; if the number is "positive" the individual relies more on "analysis and planning." The second number is the degree of relying upon (a) personal reflection and data gathering and (b) action and producing results. If the number is "negative," the individual relies more on "reflections and data gathering." If the number is "positive," the individual relies more on "action and producing results". If both scores are under "5," the individual does not have a dominant style, but rather will adjust their approach to the situation – their prior experience with similar situations, degree of perceived risk, sense of urgency, etc.

Problem Solving and Decision Making



Problem Solving and Decision Making*



* See Bottom of Page 50 for explanation

B

Conflict Resolution and Negotiations

Conflict is an inherent part of being a policy leader or manager within a team. Conflict can be defined as any time one person wants something different from another person.

As part of the activities during the session, the participants completed the Thomas-Kilmann Conflict Mode Instrument. This instrument is designed to assess an individual's behavior in conflict situations. Conflict situations are those in which the concerns of two or more people appear to be incompatible. In such situations, we can describe a person's behavior along two basic dimensions:

1. Assertiveness

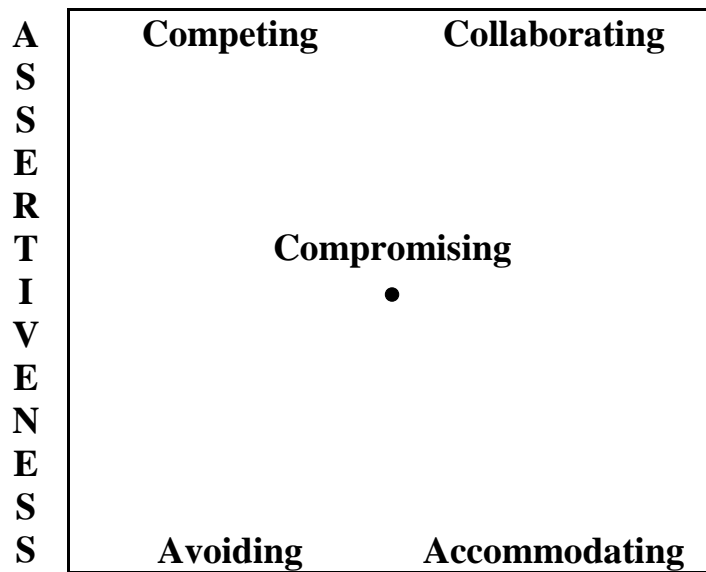
- The extent to which individuals attempt to satisfy their own concerns.

2. Cooperativeness

- The extent to which individuals attempt to satisfy other people's concerns

The two dimensions are best illustrated below:

CONFLICT STYLES



COOPERATIVENESS

The two basic dimensions (assertiveness and cooperativeness) can be used to define specific methods of dealing with conflict situations. The five “conflict-handling modes” are explained below.

COMPETING is assertive and uncooperative. Individuals pursue their own concerns at other people’s expense. This is a power-oriented mode in which one uses whatever power seems appropriate to win an argument. Competing might mean standing up for rights, defending a position, or simply trying to win.

ACCOMMODATING is unassertive and cooperative, the opposite of competing. Individuals who accommodate neglect their own concerns to satisfy the concerns of others. There is an element of self-sacrifice in this mode. Accommodating might take the form of selfless generosity or charity, obeying another person’s order when one would prefer not to, or yielding to another’s point of view.

AVOIDING is unassertive and uncooperative. The individual does not immediately pursue personal concerns or those of others – the conflict is not addressed. Avoiding might take the form of diplomatically sidestepping an issue, postponing an issue until a better time or simply withdrawing from a threatening situation.

COLLABORATING is both assertive and cooperative, the opposite of avoiding. Collaboration involves working with others to identify the underlying concerns of an issue and finding an alternative, which is acceptable to all. Collaboration might take the form of exploring a disagreement to learn from each other’s insights. The result of the disagreement might be to confront and try to find a creative solution to an interpersonal problem. It might also be to resolve some condition, which would otherwise result in competition for resources.

COMPROMISING is an intermediary behavior and can be both assertive and cooperative. The objective in compromising is to find an expedient, mutually acceptable solution, which partially satisfies both parties. It falls in a middle ground between competing and accommodating. Likewise, it addresses an issue more directly than avoiding, but does not explore it in as much depth as collaborating. Compromising might mean splitting the difference, exchanging concessions, or seeking a quick middle-ground position.

Conflict

A Process to be Managed

Consider These Assumptions:

- Conflict is an inevitable and important human process.
- Conflicts are likely to increase in times of change.
- Conflicts can lead to creative or destructive results.
- Those who understand the processes and dynamics of conflict are better able to manage this important process, increasing the chances of creative outcomes and minimizing destructive results.

In recent years, these considerations have led a growing number of managers and scholars, leaders, and social scientists to study conflict more carefully. The cost of un-managed conflict can be high but the gains from using differences effectively can also be great.

The purpose of this "basic idea" essay is to help you think about conflict in a systematic way to – unpack this important process so its component parts can be better understood.

A Definition

"Conflict" is one of those words that can be used in different ways. We have found the following definition helpful:

Conflict occurs when two or more parties believe that what each wants is incompatible with what the other wants.

The "parties" can be individuals, groups, organizations, or nations. Their wants may range from having an idea accepted to gaining control of a limited resource.

The definition specifies that conflict is a condition that exists when these seemingly incompatible concerns or drives exist. It may be very temporary or of long duration. It may be a condition that results in vigorous activity or an internal ferment that reveals itself only indirectly. Fighting is only one way of dealing with conflict. There are often more productive ways.

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The Positive and Negative Potential of Conflict

Like any other important human process, conflict can produce both desirable and undesirable results. When we asked groups of managers and leaders of organizations to reflect on recent conflicts they had observed and to identify the results, the following common themes emerged:

A Partial List of Positive Results of Conflict:

- People were forced to search for new approaches
- Long-standing problems surfaced and were dealt with
- People were forced to clarify points of view
- The tension of conflict stimulated interest and activity
- People had a chance to test their capabilities
- Better ideas were produced

Properly managed, conflict can help to maintain an organization of vigorous, resilient, and creative people.

A Partial List of Negative Results of Conflict:

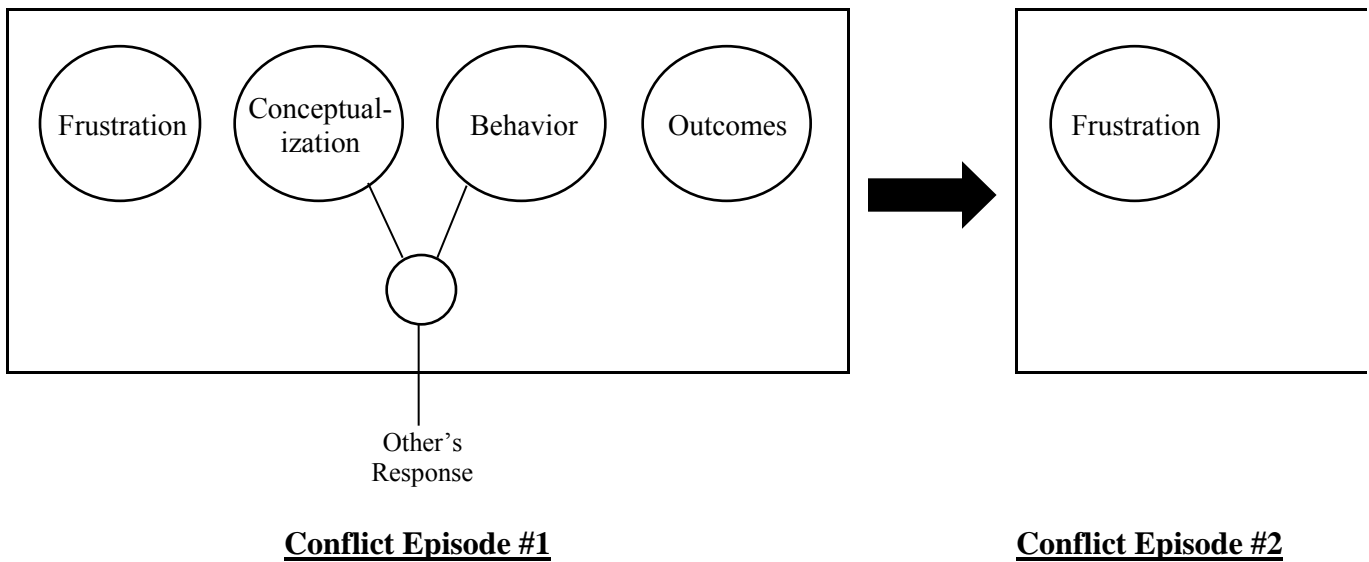
- Some people may feel defeated, demeaned
- The distance between people may be increased
- A climate of distrust, anxiety and suspicion may develop
- Turbulence may cause some good people to leave their jobs
- People or departments that ought to cooperate may become concerned only with their narrow interests
- Various kinds of active or passive resistance may develop where teamwork is needed

The goal of understanding and managing conflict is to reduce the likelihood that such negatives will occur or become excessive.

Unpacking the Conflict Process

Obviously, the positive or negative consequences of a conflict depend upon how well the conflict is managed. In turn, the ability to manage a conflict requires that one understand what goes on during a conflict.

Conflict occurs in episodes. Within any episode there tends to be a common sequence of events, as diagramed on the following page:



Looking at these events:

Frustration:

Occurs when a person or group feels blocked from satisfying a goal-directed activity or concern. The concern may be clear or only vaguely defined; it may be of casual or critical importance. But there is a clear feeling that someone or some group is getting in the way of movement toward a desired objective.

Examples:

- You may frustrate me when you do not agree with my ideas
- You may frustrate me when you prevent me from getting the information, the money or the time I need to accomplish something I want to do
- You may frustrate me when you undermine my power or influence with someone else

Conceptualize:

Involves answering the questions, “What’s going on here?” “Is it good or bad?” “What’s the problem – What issues are at stake?” “What are the causes?” This conceptualization may be almost instantaneous, or it may develop from considerable thought; it may be very sharp and clear, or fairly fuzzy. Regardless of its accuracy or clarity, however, the conceptualization forms the basis of one’s reaction to frustration.

- You may conceptualize a disagreement with another person as being the result of “ignorance” (on his part, of course) or “willful deceit” or you can stereotype: “that kind of person always takes that stand.”
- A labor dispute with management can be conceptualized as “deciding who is really going to run this plant” or “showing workers who can do the most for them” or simply “determining what a fair share of profits is for the workers.”

- A dispute between a marketing department and a production department can be conceptualized as determining whether “customers are more important than a production schedule,” or whether “sales people should be expected to adhere to realistic company policies.”

Obviously, the way the parties define the problem has a great deal of influence over the chances for a constructive outcome and the kinds of feelings that will be mobilized during the confrontation.

Behaviors:

Behaviors and intentions flow out of conceptualization and strategizing and set in motion a pattern of interaction between the parties involved. During this process of action-reaction-reaction, the way each party conceptualizes the conflict may change or may become further entrenched. The longer the pattern continues, of course, the actions of the participants themselves may create new frustrations, reasons for hostility, and continued resistance.

Outcome:

Outcome is defined as the state of affairs that exists at the end of the episode, including decisions or actions taken and the feelings of the parties involved. Residual frustration from conflict episodes can start new conflict episodes. Some people have found it helpful to assess the outcome of a conflict episode along three dimensions:

1. The quality of decision or action that results. (How creative, realistic and practical?)
2. The condition of the conflicting parties at the end of the conflict. (How psychologically and physically healthy; how good do the parties feel about themselves?)
3. The quality of the relationship between the conflicting parties. (How much mutual respect, understanding, willingness to work together versus hostility, determination to hurt, etc.?)

Some Guidelines for Diagnosing a Conflict

The manner in which a conflict is conceptualized is often the key to a group’s ability to manage conflict constructively (i.e. to arrive at positive outcomes). The parties are not likely to reach an outcome which truly resolves the conflict and leaves them satisfied unless they have a clear understanding of the differences between the concerns of the two parties and the sources of those differences. Thus, before responding to a frustrating situation, it is useful to pause and ask two questions:

1. What is the nature of the differences between us?
2. What might be the reasons for our differences?

The Nature of the Differences

People may differ on the following four aspects of an issue:

- We may differ over **FACTS** (the present situation, the present problem, etc.)
- We may differ over **GOALS** (how things ought to be, future conditions we want)
- We may differ over **METHODS** to reach goals (the best, the easiest, the most economical, and the most ethical route to follow)
- We may differ over **VALUES** (the long-range beliefs about the priorities which should be observed in choosing goals and methods)

Differences over facts are usually easier to manage than differences over values, which are the most difficult. The latter come much closer to the fundamental beliefs of the parties and are thus much more threatening. Disagreements that begin over facts sometimes persist until they appear to be conflicts over goals or values and become almost impossible to reconcile.

The implication is that it pays to identify the area of disagreement as quickly as possible. The chances for managing conflict effectively increase if you can say something like: “We seem to agree on what the problem is and what we’d like to achieve, but we disagree over the best way to reach that goal.”

The Reasons for the Differences

As part of the conceptualizing process, it is useful not only to identify the nature of the difference, but to seek the reasons for it as well. Among the most common reasons are these:

Informational – The two parties have been exposed to different information – and thus have arrived at a different understanding of what the problem or issue is and what course of action makes the most sense.

Perceptual – Sometimes people have been exposed to the same data but their past experience causes them to interpret in different ways. Two witnesses may view the same event, but experience it in two different ways, since the past of each causes them to attend to different aspects of the same situation or to arrive at different meaning.

Role – Sometimes the different roles (e.g., boss, mother, volunteer) of people cause them to take different positions. The representatives of labor are expected to look at things differently, advocating different positions and priorities than the representatives of management. The roles of each cause them to attend to different data and to perceive it differently, as well as to advocate different goals and values.

Practical Values of This Analysis

What is the practical value of going through this kind of diagnostic process? Like solving any problem, the conflict problem-solver is likely to do a more effective job if he knows the parameters of the situation with which he is dealing. A key process in conflict is that of influence – the effort of each party to get the other to understand, appreciate, and accept the validity of its own particular points of view or sets of objectives. If parties want to influence each other, obviously it helps if they have a clear picture of where they stand and how they got there.

- If the two parties realize that they have probably been exposed to different data, they may view the job to be done as one of mutual education, rather than conflict. The task is to increase the pool of information to which both are privy.
- If the parties determine that their informational base is very similar but they have just perceived it differently because of differing past experiences, these perceptions need to be reexamined. Then the question becomes: “Why is it that we view the same information in such different ways?”
- If the parties suspect that the principle reason for different views grows out of their different roles, they can often take a less personalized view of the conflict. If each can say, “If I were in his place, I would probably be advocating the same point of view,” they will deal with the other party in a somewhat different and more understanding way. The task then takes on an added dimension, “How can I help a person in that role better understand and appreciate my concern and what does he need from me?” By recognizing the constraints within which the other party must operate, you can be more realistic in knowing what to expect and what posture makes the most sense.

As soon as you are finished, reflect on the key issues, which seem important to you and be prepared to discuss them with the group

C

Keys to Our Team's Effectiveness

Problem Solving and Decision Making

► Characteristics

1. Desire to see tangible and real results
2. Blend of experiences with a quick evaluation of the problem and options for solution
3. Willingness to make timely and difficult decisions
4. Willingness to evaluate and adjust when necessary
5. Experiential and visual learning over passive learning and presentation by others
6. Desire to have thorough discussion – put your idea on the table, no surprises
7. At times, impatience with protracted implementation
8. Frustrated by over analysis or abstract/conceptual planning
9. Once the decision is made, moving on to the next issue or challenge
10. Potential tension: amount of data gathering and planning; degree of risk

► **Keys to Success**

1. Define the problem or issue as a whole Council in a Work Session/Workshop: define the problem, establish parameters for investigation and research, discuss expectations of methodology, etc. (see *WORKSHOP TYPOLOGY: Type 1*)
2. Identify and evaluate “REAL” options for Council consideration and discussion.
3. Go out into the community: on major issue of a physical nature, have the Work Session/Workshop on site; periodically tour the community stopping at selected location, then look, walk and talk.
4. Identify "best practices" or good examples, and evaluate possible application or adaption to Midwest City.
5. Provide to Mayor and City Council brief executive summaries and key policy questions for Mayor and City Council with detailed backup materials.
6. Have candid and open discussions, and at the end summarize/test the Mayor and City Council direction to staff.
7. Engage the community at the right/appropriate time with the purposes to inform and educate, to seek and listen to input, and test the reality in the community.
8. Make a timely decision using data and what is best for the Midwest City community, and explain the decision to the community: the issue, the process and the decision.
9. In six month, evaluate the decision implementation: outcomes, value to the community, achievement of desired outcomes, unintended consequences and learning point; if necessary make adjustments.
10. Provide regular updates to the Mayor and City Council – what has been done, the next steps, key issues needing discussion.
11. Make the time to celebrate – saying "thank you" to others who have contributed, recognizing with the community he success and the value to the Midwest City community.

SECTION 4

MAYOR AND CITY COUNCIL: FRAMEWORK FOR EFFECTIVENESS

A

Mayor and City Council Success and Image

► **Mayor and City Council Success means . . .**

1. Making decisions based upon what is best for the community as a whole
2. Providing a clear direction for the future
3. Finding solutions to problems
4. Making timely decision based upon information and data
5. Providing clear and consistent direction to the City Manager and City Staff
6. Getting things done
7. Acting in a financially responsible manner
8. Use plans to guide decisions
9. Having open and candid communications among Mayor and Councilmembers
10. Having opportunities for informal interaction and team building
11. Working together as a team

***The Mayor and City Councilmembers were asked to individually select the "11" most important characteristics that describe their desired image of what success means in the community and with the outside world.

► **Mayor and City Council Success means . . .**

	PRIORITY	
	Top*	High*
1. Making decisions based upon what is best for the community as a whole	6	-
2. Providing a clear direction for the future	6	-
3. Finding solutions to problems	5	-
4. Making timely decisions based upon information and data	4	-
5. Providing clear and consistent direction to the City Manager and City Staff	4	-
6. Getting things done	4	-
7. Acting in a financially responsible manner	4	-
8. Using plans to guide decisions	-	5
9. Having open and candid communications among Mayor and Councilmembers	3	4
10. Having opportunities for informal interaction and team building	-	4
11. Working together as a team	3	3
12. Looking for options	3	2
13. Soliciting input from others prior to a decision	-	2
14. Support for the city employees	2	1
15. Representing the City in a positive manner	2	1
16. Communicating with community	1	1
17. Focus on common goals and agenda and avoid personal agendas	-	-

* Top = Most Important

* High = Second Level of Importance

► **Mayor and City Council Image means . . .**

1. Being honest and trustworthy
2. Responding to residents and businesses concerns
3. Acting in the best interests of the City and community
4. Listening to the community – open to ideas and feedback
5. Being accessible and visible in the community
6. Delivering upon commitments and promises
7. Advocacy for the Midwest City's community interests

► **Mayor and City Council Image means . . .**

1. Being honest and trustworthy
2. Responding to residents and businesses concerns
3. Acting in the best interests of the City and community
4. Listening to the community- open to ideas and feedback
5. Being accessible and visible in the community
6. Delivering upon commitments and promises
7. Advocacy for the Midwest City's community interests
8. Producing results
9. Being knowledgeable about issues
10. Making timely decisions
11. Speaking with one voice
12. Working as a City Team
13. Creating a great place to live and work
14. Being well informed on city issues and plans
15. Creating destination in the metro area – place to stop
16. Communicating with the public
17. Representing the City in a positive way

PRIORITY
5
5
5
4
4
4
4
3
2
2
2
2
1
0
0
0
0

***The Mayor and City Councilmembers were asked to individually select the "7" most important characteristics that describe their desired image in the community and with the outside world.

B

House Rules Our Code of Conduct and Civility

► Mayor and City Council Code of Conduct and Civility means . . .

1. Treat others with respect
2. Act in a friendly and courteous manner, avoid personal attacks or accusations
3. Represent the City in a positive manner
4. Listen before judging the person or their ideas
5. After the decision, support the Mayor and Council's decisions
6. Show up on time, do your homework before the meeting
7. Focus on what is best for the city, avoid personal agendas
8. Speak in a concise manner, avoid grandstanding
9. Make decisions, and move on to the next issue
10. Maintain your sense of humor
11. Leave meetings as friends
12. Focus on policies, avoid micromanaging daily activities
13. Follow the House Rules and Council Protocols

***The Mayor and City Councilmembers were asked to individually select the "13" most important characteristics that describe their image of what their code of conduct and civility means in the community and with the outside world.

► **Mayor and City Council Code of Conduct and Civility means . . .**

1. Treat others with respect
2. Act in a friendly and courteous manner, avoid personal attacks or accusations
3. Represent the City in a positive manner
4. Listen before judging the person or their ideas
5. After the decision, support the Mayor and Council's decisions
6. Show up on time, do your homework before the meeting
7. Focus on what is best for the city, avoid personal agendas
8. Speak in a concise manner, avoid grandstanding
9. Leave meetings as friends
10. Focus on policies, avoid micromanaging daily activities
11. Make decisions, and move on to the next issue
12. Follow the House Rules and Council Protocols
13. Maintain your sense of humor

PRIORITY	
Top*	High*
4	2
4	2
4	2
4	1
4	1
3	2
3	1
2	2
0	2
0	1
2	0
1	0
1	0

* Top = Most Important

* High = Second Level of Importance

SECTION 5

COUNCIL PROTOCOLS: DAILY OPERATING GUIDELINES

Mayor and City Council Protocol Operating Guidelines

Protocol 1	Simple Information
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1. Contact the department head or City Manager.
2. Share your request and expectations: method of follow up and time frame.

Protocol 2	Research on a Topic
-------------------	----------------------------

1. Contact the City Manager or Assistant City Managers.
2. Discuss your requests: the topic, information or analysis desired, format of information, need for overall Mayor and Council direction/concurrence, time frame, next steps.
3. On issues requiring significant staff time or a change in priority or direction, the request may be taken to the Mayor and City Council for discussion and/or direction.
4. Information generated from the request may be shared with the entire Mayor and City Council.

Protocol 3	Citizen Service Request
-------------------	--------------------------------

- A. **First Contact with the City**
 1. Listen and take the phone number or email address.
 2. Refer the citizen to the department head or contact the department yourself.
 3. Refer the citizen to the website and let them know the 3-1-1 app will be available soon.
 4. Share your expectations: do you want to hear about City actions before they occur; do you want to hear about City actions after the actions are completed; or take care of the request and I do not need to hear back.
- B. **Upset about the City Response**
 1. Contact the City Manager or Assistant City Managers.
 2. Listen to the citizen without agreeing or confirming – data gathering.
 3. Share your expectations: follow up communication – method and format, time frame
 4. At the discretion of the City Manager, the information regarding this question may be shared with the entire Mayor and City Council.

Protocol 4	Council Agenda
-------------------	-----------------------

- A. **Placing an item on the Agenda**
 - 1. Bring the agenda topic to the City Manager two weeks before the regularly scheduled meeting.
 - 2. Discuss and test the idea with the City Manager.
- B. **Question on an Agenda Item**
 - 1. Contact the City Manager before noon on Monday before the Council meeting.
 - 2. Discuss your question(s).
 - 3. If the time makes it possible, the City Manager will distribute the information to the Mayor and City Council Members
- C. **Citizen Power Point Presentation at Council Meetings**
 - 1. The citizen should submit the power point by noon on Monday.
 - 2. City Manager will review the power point and determine the appropriateness and timing for the Council meeting.

Protocol 5	Urgent Information
-------------------	---------------------------

Criteria

- A. To be in newspaper or on television
- B. Major injury to a City employee
- C. Major or visible public safety event: fire, police call or incidence, utility break, etc.
 - 1. City Manager will send a text message to all.
 - 2. If you have a question, desire more information or have interest in future actions, contact the City Manager.

Protocol 6	Communications: Council and Staff
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- 1. In general, all information goes to all – Mayor and Council Members – at the same time.
- 2. At the discretion of the City Manager, the information may be shared with the appropriate Council Member.

Protocol 7	Employee Contact
-------------------	-------------------------

- A. **Employee Initiated**
 - 1. Ask the question: "Have you talked with your supervisor?"
 - 2. Contact the City Manager and share your conversations.
 - 3. Avoid any discussion of labor contracts or negotiations!
[this could be an unfair labor practice]
- B. **Council Initiated**
 - 1. Keep the interaction social.
 - 2. Recognize the person and their performance: say "thank you" or recognize job well done.
 - 3. AVOID any discussion of City policies, management or operational nature

Protocol 8	Email
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- 1. Any email – be prepared to read in the headlines or see it on television.
- 2. Avoid “reply all.”
- 3. Use the phone on major, sensitive or controversial issues/topics.
- 4. Make sure the information is in the City's system – makes it easier for open record requests.

Policy Discussion Guide

THINK ABOUT . . .

- **Is it Consistent with *OUR VISION*?**
- **Does it Contribute to Achieving *OUR GOAL*?**
- **Is it a *RESPONSIBILITY OF THE CITY*?**
- **Does it *ADD VALUE TO CITIZEN'S LIVES*?**
- **Is it *BEST FOR OUR CITY*?**

(AVOID STARTING WITH SOLUTIONS/ACTIONS)

FOCUS ON . . .

- 1. Problem(s)**
- 2. Issues/Concerns**
- 3. Outcomes**
- 4. Parameters/Guidelines for Policy Development**
- 5. Expectations**

Work Session – Typology

WORK SESSION TYPE I PRE-REPORT	WORK SESSION TYPE II DRAFT REPORTS	WORK SESSION TYPE III BRIEFING
Provide direction and guidance on major issues before staff analysis and report preparation	Refine proposed reports and recommendations prior to formal presentation and action	Brief Mayor and City Council on major issues, upcoming opportunities and operational matters
<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Define the Problems 2. Identify Issues 3. Establish Parameters and Guidelines 4. Focus on Possible Outcomes 5. Outline Process and Possible Next Steps 6. Decide Whether or Not Worth Pursuing 	<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Present Background Information 2. Review and Highlights of Analysis and Options 3. Review and Refine Recommendations 4. Finalize Desired Goals and Outcomes 5. Outline Next Steps 	<p style="text-align: center;"><u>TOPICS:</u></p> <ol style="list-style-type: none"> 1. Present Background 2. Discuss Topics 3. Explore City’s Role or Need for Action 4. Focus on Overall Policy Direction and Guidelines

SECTION 6

STRATEGIC PLANNING FOR MIDWEST CITY: GOVERNING WITH DIRECTION

Strategic Planning: Connecting the “Dots”

Strategic planning is not a strategic plan. Strategic planning is developing and institutionalizing a process that connects the "Dots" linking a long term vision and mission of the city with goals for five years and performance expectations to a one year "to do" list for Mayor and City Council, management and the city.

A simple way of conceptualizing this model is to think about taking your city to a trip to the future. One difference is that the city is going on a trip to the future, the question is – who will lead the journey? Will city leaders react to the situation/moment or lead with intention. Strategic planning is a tool for leading to the future. You begin with determining the destination, then selecting the best vehicle for the trip, then making a map to the designation, then fueling the vehicle and selecting the route. Let's begin the journey by defining the "Dots"

CREATING THE "DOTS"

STEP 1: DESTINATION

The destination is the Mayor and City Council's vision for the city's future. Vision is a set of value-based principles that describe the desired future for the city. It is a combination of realism of today, current and untapped assets, and dreams for the future. Each principle is defined by descriptive statements that paint a picture of tomorrow. A true vision is unique for that city, should evoke reactions and feelings, and inspire other community leaders. A city without a true vision is like taking a trip to nowhere.

STEP 2: VEHICLE

The vehicle for the trip to the destination is the city government's mission. The mission is defining the purposes of the city government – why the city should exist and its service responsibilities. Each city government has its own unique mission based upon the state legal framework, the needs of the community and the available resources. The right vehicle is needed if the trip is to be successful.

STEP 3: MAP

The map to the city's destination is a five-year plan. This plan begins by focusing the areas of importance, which become goals. Each goal consists of five-year outcome based objectives, criteria for measuring value to residents, understanding the short/long term challenges and opportunities to achieving the goal, and action ideas for 1-5 years. This plan is the guide to policy development, land use and development planning, master plans for infrastructure and facilities, budget: services and resource allocation, and decision-making. It guides the creation of the city's future.

STEP 4: FUEL

The fuel is the people – the city's managers and employees. The fuel is defined not in octane but in the performance expectations and standards for all city employees. The performance standards are based upon personal values and defined in observable behaviors and actions by managers and employees. Vehicles need the right fuel for a trip to be successful; cities need the right people if they are to be successful in carrying out the mission. The fuel makes the vehicle go, people turn direction and ideas into reality through actions.

STEP 5: ROUTE TO DESTINATION

A map has multiple routes to the destination; a city has many routes to the future. Leaders define the route for the city in the development of an action agenda for the year-an annual work program. The action agenda consists of a policy agenda of the top ten priorities for the Mayor and City Council, a management agenda of the top ten priorities for City management, a management in progress that need full implementation, and major projects that need to complete construction.

The selection of the route provides focus for resources and work activities.

CONNECTING THE "DOTS"

The next step is to take the trip to the future. The decisions and actions by city leaders, managers and employees create the city's future. The "Dots" need to be connected through an ongoing process in order to reach the destination – to realize the vision and to achieve the goals. Let's take the journey by connecting the "Dots".

STEP 6: ITINERARY

The itinerary outlines the daily activities using the map and following the designated route. The itinerary for the city is annual action outlines for each priority and project. The action outline contains: key issues for direction and action, activities, milestones, time frame for completion, key partners and responsible person. Leaders can use the action outlines to guide and monitor work activities and products. When taking a trip, there is always something unexpected. The action outlines need to be modified when anomalies occur. This allows the city to be flexible and resilient in its pursuit of the vision and goals.

STEP 7: TOUR GUIDE

During our trip, everyone has a copy of our Tour Guide. Everyone is expected to know and follow the guide. For the city, it begins with sharing and marketing the strategic plan with the community and with residents through a variety of methods – personal presentations, website, newsletters, etc. It is posting the strategic plan through the city as a daily reminder to all – in departments and in the Council Chambers. Repetition is good, people will remember and use the strategic plan to guide their actions.

STEP 8: TAKING THE TRIP

We take the trip following our map with the designated route and our itinerary. Taking the Trip for the city means using the strategic plan in daily operations, in policy development, and in decision-making.

It is developing and refining organizational processes to maximize capacity by using the strategic plan as a guide. It is managers and employees using it to improve daily work activities. City leaders receive regular performance reports on recent accomplishments, setbacks and obstacles, next steps and areas for adjustment or modification. Taking the trip is an ongoing process if the city is to be successful.

STEP 9: ACHIEVING A MILESTONE AND CELEBRATING

When we have achieved major milestones on our trip or successfully completed activities, we pause and take time to toast and celebrate our success. City leaders and managers need to make the time to recognize the contributions of others who have contributed to the success and to share with residents how the successes have added value to their lives – great convenience, enrichment of lives, protection of property values and neighborhoods. A celebration of the success is a memorable event focusing what we have achieved as a city and energizes us for the next step in our journey to the future.

STEP 10: PREPARING FOR DAY TWO

At the end of the day, we review the past day, look at our map and route, and prepare for the next day. For cities, an annual strategic planning workshop updates the strategic plan and develops a new action agenda for the next year. It is time to prepare a performance report for residents and the community, to discuss individual ideas about the next five years and specifically ideas for actions during the next year, to refine the goals, to have strategic discussions about critical issues and opportunities, and to prepare the action agenda for the next year. We continue to connect the "Dots".

CITIES WITH SUCCESSFUL STORIES

City leaders have connected the "Dots" creating their city's future through bold, courageous decisions and innovative actions. They have stories of success:

ANKENY, Iowa: development of "The District" with park and Police Headquarters, expanded fire service with new station and increased staffing, securing a new interstate interchange at 36th Street and I-35 with future development, upgrade Otter Creek Golf Course with community meeting rooms, developing infrastructure for new schools and new City Center with future City Hall/Library complex.

DUBUQUE, Iowa: has become "Smarter, Sustainable Dubuque" helping residents and businesses to make life choices and saving them money, transformed the Mississippi River front with hotel and convention center and trails, revitalization of Historic Millworks District and Washington Neighborhood attracting IBM into a restored building, developed an "Intercultural Competency Program" increasing the awareness of city employees and the private sector employees to serving an international workforce and diversifying population.

JUPITER, Florida: actively preserving and enhancing "Uniquely Jupiter" through Riverwalk and Jupiter Village developments, attraction of Scripps Clinic and biotech research companies like Max Plank.

NORMAL, Illinois: rebrand "Uptown" with a new Uptown Station consisting of a multimodal transportation center with future high speed rail and City Hall, Marriott Hotel and parking garage, Children's Museum, upgrade and expanded businesses and restaurants, enriched residents lives with a minor league ballpark and new park and trail development, emerging reputation as "EV Town, USA" with the use of electric vehicles see current Mitsubishi television commercial highlighting the Town.

SUGAR LAND, Texas: created Town Center with a New City Hall and Plaza, new Marriott Hotel, headquarters of new businesses and education institutions, variety of quality restaurants and entertainment venues, transforming the old Imperial Sugar Factory area into a minor league base park and mixed used development, developing the Brazos River with University of Houston campus and Time Gate, amphitheater and linear park.

VIRGINIA BEACH, Virginia: revitalize the beachfront with new hotel, boardwalk and community gathering places with events, new streetscapes and upgraded infrastructure, created Town Center with the Sandler Center for the Performing Arts, variety of restaurants, and successful urban living, becoming a "Year-round Resort" with a new, successful Convention Center and world class Virginia Aquarium with eco-tourism opportunities.

WEST SACRAMENTO, California: transformed West Capitol Avenue with City Hall, Library, Community Center and Community College, developed the Sacramento River front with Ralley Field – the premier AAA ballpark, and attracted new retail like IKEA.

WESTMINSTER, Colorado: created new urban developments at The Orchard and Shops at Walnut Creek, acquired the old Westminster Mall and transforming it into a TOD development with a future commuter rail station and mixed used development, secured water for the future.

IMPORTANCE OF STRATEGIC PLANNING

The importance in institutionalizing a strategic planning process for cities can be found in the following:

1. Clear direction and performance standards for managers and employees: they know where we are going and what is expected of them.
2. Financial institutions and bond rating agencies having confidence in the city leadership and decision-making: bond rating, willingness to loan money.
3. Economic expansion and businesses having confidence in the city's future and as a reliable economic partner: willingness to invest in the city.
4. Community organizations having confidence in the city's direction: opportunities to partner with the City: contributing to the community.
5. Citizens having confidence in their city leaders and government's ability to deliver on their promises, respond to changing needs, add value in their daily lives.

KEYS TO A SUCCESSFUL TRIP/JOURNEY

City leaders can take the city to the future by demonstrating the following:

- 1) **DISCIPLINE** to follow and use the strategic planning process in light of pressure to go a different direction;
- 2) **ADVOCACY** to be a cheerleader for the vision and goals, project optimism about the future, get residents excited about the city's future;
- 3) **RESPONSIBLE CHOICES** to make timely decision based upon the vision, goals, plan and the best available data;
- 4) **ACCOUNTABILITY** to take responsibility for actions and results.

City leaders who connect the " Dots" create a better future guided by their vision and goals while others will be guided by political pressure and the moment.

STRATEGIC FRAMEWORK

VISION 2030

“Desired Destination for Midwest City”

PLAN 2020

“Map to Midwest City’s Destination”

EXECUTION

“Route for Next Year”

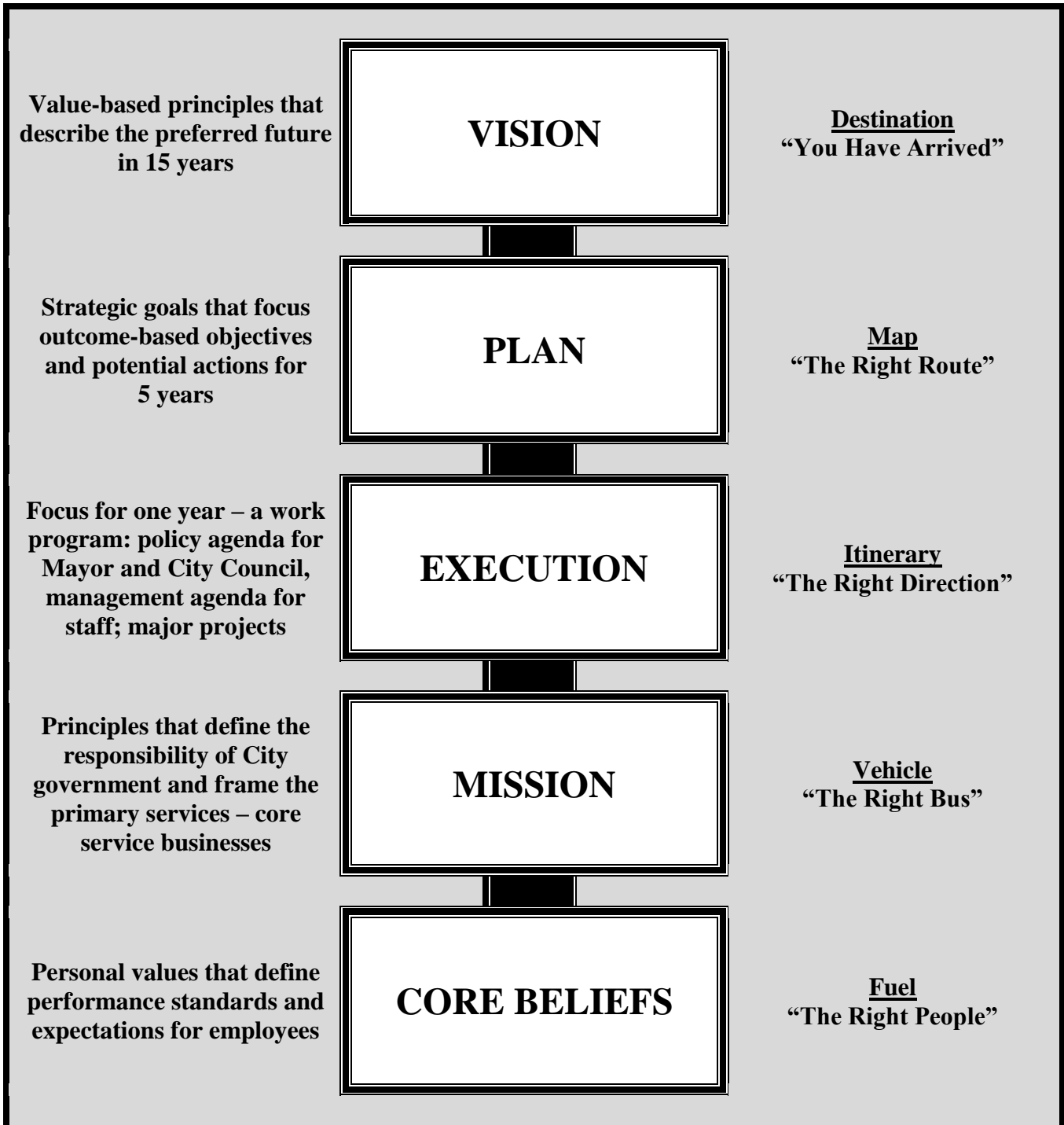
MISSION

“Responsibilities of Midwest City Government”

BELIEFS

“How Midwest City Government Should Operate”

STRATEGIC PLANNING MODEL



Seven Keys to Success

- **Vision and Plan “Tell a Story”**
- **Creating a Corporate Culture**
- **Aligning Practices, Processes and Operations**
- **The Right People**
- **Performance Responsibility and Accountability**
- **Rewarding Performance and Celebrating Successes**
- **Learning and Building Capacity for the Future**

Leaders Make Responsible Choices

Leaders create the future by making choices. The choices are guided by their vision – a description of their desired future and their goals, which are desired outcomes in five years.

Choices are made when they make decisions on policy direction, service priority and service level, and allocation of resources.

Responsible choices involves:

- Using the vision and goals
- Thinking about potential unintended consequence
- Having a candid discussion
- Making a judgment
- Taking responsibility

Paint a Picture, Tell a Story – Capture Your Residents

Every city struggles with how to get their message to their residents.

WORLD OF INSTANT

Today's reality is that we live in a world of instant – instant communications, instant results. A text message is sent; the sender wants an instant reply. If you do not respond immediately within minutes or seconds, you are seen as unresponsive. You are in a meeting, a workshop or just working on a task, you feel obligated to "double task" by writing a response on your cell phone or iPad. You have no time to think about the message, your response or to consider the context of the original message or the potential consequences of your reply. Everyone has hit the "send" key, and only at later time reread our communication – saying "oh no," I should not have sent it or I did not really mean to send that message. It is too late; the damage is done. With open records today, you need to be prepared to read it in the paper or see it on television. The message was not what was intended.

Many cities have ventured into the social media using Facebook and Twitter or the use of a blast list. We are inundated with constant communications receiving hundreds of "communications" each day. We look at who is the sender or what is the headline – the topic and then make a quick decision on which key to hit: delete or open. If the message does hit us instantly, the message may get lost in the world of delete. If it is opened, we have a second chance to make another quick decision – is this message worth reading making the judgment based upon the length or complexity of the messages. We delete or continue on but at any point hit delete.

The anti-government, the negative 5-20%, the CAVE people (Citizens Against Virtually Everything) are putting the message out in whatever means possible. Their messages concentrate on how "bad" local government is: wasteful spending, destroying personal rights, reducing property values, filling their own pockets through acts of corruption, controlling their daily lives, over taxing for the services received and the overall trust or lack of confidence in city leadership or management. The bottom-line is their messages contain miss or incomplete messages, personal accusations about city officials and in some cases lies. Their message is sensational and in some cases extreme, but does capture the attention of the residents and media. The media loves them giving them more time than the city. They focus on the negative message and see little value or a receptive audience with a positive message.

The instant word is out there on the streets. However, it is unfortunately not the true message that the city wants to get out to the community or the world. The consequences of these negative and misleading messages are: they can drive economic development opportunities away from the city, they can discourage residents from becoming engaged in governance, from running for Mayor or City Council, applying for an opening on a board or commission, or participating in a town hall meeting or talking at a public hearing. They do not want to be associated with the city. The dilemma for cities is how do we capture the residents and get a more accurate message to the "world."

Cities need to "PAINT A PICTURE" or "TELL A STORY" that will capture the attention of the residents.

PAINT A PICTURE

Let's begin by sharing a personal experience. In 2010, I was at the ICMA conference in San Jose. After the conference, we were to meet with friends and enjoy San Francisco before flying home. They picked us up at the airport and instantly asked: "What do you want to do?" After a moment of silence, they suggested the Art Museum, which had a traveling collection of French artists and they had tickets. Not having a better suggestion, we said that is fine. The most important thing for us was to catch up with friends and the activity did not matter. We entered the museum and went down a long hallway to this exhibit. After we gave the docent our tickets, we looked at painting after painting. For me, they were "ok" and getting through the exhibit as quickly as possible was my goal. We turned the corner and entered the area with Van Gogh. I saw the painting "Starry Nights," which I have seen on posters and book covers. I looked at it and got captured. The lights were bright and the painting was vivid. Five minutes later, I found myself still staring at the painting continuing to discover nuances. Two years later, we are still talking about the picture. Not everything in the city can be a "Starry Nights," but cities can paint a picture that people will remember and talk about.

PAINT A PICTURE is creating an image in an individual's mind that becomes a memory or is unique or distinctive. Several days after seeing the picture, it is remembered, shared with others and discussed.

An example is the Town of Normal and their picture is "EV Town, USA". During a goal setting and strategic planning workshop, the Mayor and City Council set as a priority to become EV (electric vehicle) city working with their major employer Mitsubishi. They bought vehicles, installed charging stations, and let residents and employees take a demo vehicle for use during the weekend. They painted a picture with a television ad for Mitsubishi showing the vehicle and showcasing Normal as EV Town USA. Residents are talking about EV and other cities are looking to Normal as a model because of this picture.

TELL A STORY

Again, let me begin by sharing a personal experience. On the death of Steve Jobs and having many Apple products, I was intrigued to learn more about him so I downloaded his biography on my Kindle. I started reading the book and found it fascinating. I am not sure that I gained any insights, but the story was compelling and have discussed the book with others. Steve Jobs may have been the Thomas Edison of our time, but not a model for leadership or management in the 21st century.

TELL A STORY is creating a story about the city – a story that is interesting and readable and a story that the average citizens can relate to their lives. Great prophets use stories to teach a lesson because people would remember them and tell others the story.

An example is the City of Dubuque and their story of "Smarter, Sustainable Dubuque." Six years ago in a goal setting and strategic planning workshop, the Mayor and City Council set as a priority to pursue becoming a sustainable city. Dubuque was successful in attaching a new employer who also shared this goal – IBM. Today the goal is a smarter, sustainable city. The city is telling the story in words and presentations how they are making this a reality. The story focuses not in the city or IBM, but on helping residents to make smart choice in their personal lives that save the money and conserves natural resources. This is a story that residents can relate to and use.

LESSONS FOR OTHER CITIES

Cities need to look for ways to paint a picture – a visual image or to tell a story-a tale of personal interest or relevance. In celebrating a city achievement, do not just cut the ribbon but take the extra steps. For example, a dedication of a Wastewater plant have a ceremonial commode and first flush and distribute a Sludge Bar – Hersey actually makes a sludge bar of chocolate. Residents will take home a memory and tell friends.

Lessons are:

1. Define message – make it personal: neighbors, friends, partners, not stakeholders, citizens.
2. Relate the message to residents' lives: daily experience; value in daily living; enrich their lives, personal interest.
3. Create a unique mental image that is striking and memorable.
4. Remember the message in two days: ask yourself, am I likely to remember this.
5. Make the message simple and short: keep their attention; make it easy to understand.
6. Send the message: physically paint a picture, concept or idea to tell a story.

Leaders get their message out by painting a picture or telling a story.

Midwest City Strategic Framework: 2015 – 2020 – 2030

MIDWEST CITY VISION 2030

Guiding Principles

Safest City in Oklahoma

Community for Families

Choice of Quality Housing

Great Place to Live and Have Fun/Enjoy Life

Easy Mobility and Connection to the Metro Area

Strong Retail Centers Serving Midwest City and the Surrounding Area

GOALS FOR 2020

Financially Sound City

Top Quality Customer Service

Revitalized Commercial/Retail Centers

Upgraded, More Livable Neighborhoods and Housing Stock

ACTION IDEAS FOR 2014 – 2015

1. School Boundaries: Direction
2. Housing Condition Assessment and Upgrade Plan
3. Annexation – East: Directions, Actions
4. Economic Development Director: Position
5. Management/Workforce Succession Planning and Process
6. Hospital: Direction
7. Mall Upgrade or _____: Plan and City Actions
8. Vacant Building Inventory and Plan: Development
9. Storm Water Management and Drainage: Direction and Funding
10. Sewer Plant: Direction
11. Retail Attraction/Retention/Growth Strategy
12. Health Benefits: Evaluation, Direction and Funding
13. Recreation Center/Cost Recovery: Direction
14. Capital Improvement Program: Development And Funding Mechanism
15. Strategic Plan: Development and Institutionalization
16. City Hall: Evaluation, Direction and Plan
17. Community Center: Evaluation, Direction and Plan
18. Public Communication Strategy: Upgrade and Action Plan
19. Automated Meter Reading Program: Completion
20. Crime Reduction Plan: Development and Actions

A

Mayor and City Council Success and Image

► Mayor and City Council Success means . . .

1. Making decisions based upon what is best for the community as a whole.
2. Proving Clear direction for the future.
3. Finding solutions to problems.
4. Making Timely decision based upon information and data.
5. Providing clear and consistent direction to the City Manager and City Staff.
6. Getting things done.
7. Acting in a financially responsible manner.
8. Use as plans to guide decisions.
9. Having open and candid communications among Mayor and Councilmember.
10. Having opportunities for informal interaction and team building.
11. Working together as a team.

***The Mayor and City Councilmembers were asked to individually select the "11" most important characteristics that describe their desired image of what success means in the community and with the outside world.

► Mayor and City Council Image means . . .

1. Being honest and trustworthy.
2. Responding to residents and businesses concerns.
3. Acting in the best interests of the City and community.
4. Listening to the community – open to ideas and feedback.
5. Being accessible and visible in the community.
6. Delivering upon commitments and promises.
7. Advocacy for the Midwest City's community interests.

***The Mayor and City Councilmembers were asked to individually select the "7" most important characteristics that describe their desired image in the community and with the outside world.

B

House Rules Our Code of Conduct and Civility

► **Mayor and City Council Code of Conduct and Civility means . . .**

1. Treat others with respect.
2. Act in a friendly and courteous manner, avoid personal attacks or accusations.
3. Represent the City in a positive manner.
4. Listen before judging the person or their ideas.
5. After the decision, support the Mayor and Council's decisions.
6. Show up on time, do your homework before the meeting.
7. Focus on what is best for the city, avoid personal agendas.
8. Speak in a concise manner, avoid grandstanding.

***The Mayor and City Councilmembers were asked to individually select the "8" most important characteristics that describe their image of what their code of conduct and civility means in the community and with the outside world.

Mayor and City Council Protocol Operating Guidelines

Protocol 1	Simple Information
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1. **Contact the department head or City Manager.**
2. Share your request and expectation: method of follow up and time frame.

Protocol 2	Research on a Topic
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1. **Contact the City Manager or Assistant City Managers.**
2. Discuss your requests: the topic, information or analysis desired, format of information, need for overall Mayor and Council direction/concurrence, time frame, next steps.
3. On issues requiring significant staff time or a change in priority or direction, the request may be taken to the Mayor and City Council for discussion and/or direction.
4. Information generated from the request may be shared with the entire Mayor and City Council.

Protocol 3	Citizen Service Request
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- A. **First Contact with the City**
 1. **Listen and take the phone number or email address.**
 2. Refer the citizen to the department head or contact the department yourself.
 3. Refer the citizen to the website and let them know the 3-1-1 app will be available soon.
 4. Share your expectations: do you want to hear about City actions before they occur; do you want to hear about City actions after the actions are completed; or take care of the request and I do not need to hear back.
- B. **Upset about the City Response**
 1. **Contact the City Manager or Assistant City Managers.**
 2. Listen to the citizen without agreeing or confirming – data gathering.
 3. Share your expectations: follow up communication – method and format, time frame.
 4. At the discretion of the City Manager, the information regarding this question may be shared with the entire Mayor and City Council.

Protocol 4	Council Agenda
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- A. **Placing an item on the Agenda**
 - 1. Bring the agenda topic to the City Manager **two weeks** before the regularly scheduled meeting.
 - 2. Discuss and test the idea with the City Manager.
- B. **Question on an Agenda Item**
 - 1. Contact the City Manager **before noon** on Monday before the Council meeting.
 - 2. Discuss your question(s).
 - 3. If the time makes it possible, the City Manager will distribute the information to the Mayor and City Council Members.
- C. **Citizen Power Point Presentation at Council Meetings**
 - 1. The citizen should submit the power point by **noon on Monday**.
 - 2. City Manager will review the power point and determine the appropriateness and timing for the Council meeting.

Protocol 5	Urgent Information
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Criteria

- A. To be in newspaper or on television.
- B. Major injury to a City employee.
- C. Major or visible public safety event: fire, police call or incidence, utility break, etc.
 - 1. City Manager will send a text message to all.
 - 2. If you have a question, desire more information or have interest in future actions, contact the City Manager.

Protocol 6	Communications: Council and Staff
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- 1. In general, all information goes to all – Mayor and Council Members – at the same time.
- 2. At the discretion of the City Manager, the information may be shared with the appropriate Council Member.

Protocol 7	Employee Contact
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- A. **Employee Initiated**
 - 1. **Ask the question:** "Have you talked with your supervisor?"
 - 2. Contact the City Manager and share your conversations.
 - 3. Avoid any discussion of labor contracts or negotiations!
[this could be an unfair labor practice]
- B. **Council Initiated**
 - 1. **Keep the interaction social.**
 - 2. Recognize the person and their performance: say "thank you" or recognize job well done.
 - 3. AVOID any discussion of City policies, management or operational nature.

Protocol 8	Email
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- 1. **Any email** – be prepared to read in the headlines or see it on television.
- 2. Avoid "reply all."
- 3. Use the phone on major, sensitive or controversial issues/topics.
- 4. Make sure the information is in the City's system – makes it easier for open record requests.

Problem Solving and Decision Making

► Characteristics

1. Desire to see tangible and real results.
2. Blend of experience with a quick evaluation of the problem and options for solution.
3. Willingness to make timely and difficult decisions.
4. Willingness to evaluate and adjust when necessary.
5. Experiential and visual learning over passive and presentation by others.
6. Desire to have thorough discussion – put your idea on the table, no surprises.
7. At times impatience with protracted implementation.
8. Frustrated by over analysis or abstract/conceptual planning.
9. Once the decision is made, moving on to the next issue or challenge.
10. Potential tension: amount of data gathering and planning; degree of risk.

► **Keys to Success**

1. Define the problem or issue as a whole Council in a Work Session/Workshop: define the problem, establish parameters for investigation and research, discuss expectations of methodology, etc. (see *WORKSHOP TYPOLOGY: Type 1*)
2. Identify and evaluate “REAL” options for Council consideration and discussion.
3. Go out into the community: on major issue of a physical nature, have the Work Session/Workshop on site; periodically tour the community stopping at selected location, then look, walk and talk.
4. Identify "best practices" or good examples, and evaluate possible application or adaption to Midwest City.
5. Provide to Mayor and City Council brief executive summaries and key policy questions for Mayor and City Council with detailed backup materials.
6. Have candid and open discussions, and at the end summarize/test the Mayor and City Council direction to staff.
7. Engage the community at the right/appropriate time with the purposes to inform and educate, to seek and listen to input, and test the reality in the community.
8. Make a timely decision using data and what is best for the Midwest City community, and explain the decision to the community: the issue, the process and the decision.
9. In six month, evaluate the decision implementation: outcomes, value to the community, achievement of desired outcomes, unintended consequences and learning point; if necessary make adjustments.
10. Provide regular updates to the Mayor and City Council – what has been done, the next steps, key issues needing discussion.
11. Make the time to celebrate – saying "thank you" to others who have contributed, recognizing with the community he success and the value to the Midwest City community.



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: July 28, 2020

RE: Discussion and consideration of (1) participating in the OMAG's training program, (2) complete the OMAG Stability Test, and (3) review the Declarations and Explanation of Coverage page video in compliance with the Oklahoma Municipal Assurance Group Liability Protection Plan (MLPP) and completion of Recognition Program requirements.

OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve. The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment. The City of Midwest City is renewing its property insurance and auto liability from OMAG. As a result, our city is eligible for a \$10,000 recognition award after completing the following requirements:

- Each member of the Midwest City Council to participate in an OMAG governing body training program (table of contents of the training is attached).
- The City Council adopts a governing body best practice handbook. (We will need to renew our current handbook.)
- Each member of the Midwest City Council completes the OMAG Stability Test and self-audits its performance.
- The City Council must review the attached Declarations and Explanation of Coverage page for our liability coverage with OMAG.

Training video and testing materials will be supplied to Council Members at the time of the meeting. If you have any questions about this program, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager



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

Municipal Liability Protection Plan
Declarations Page

1. PLAN MEMBER **CITY OF MIDWEST CITY** AGREEMENT NUMBER
and Mailing Address **100 N. MIDWEST BLVD.** **GLA 1400531 03**
MIDWEST CITY OK 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From **07/01/2020** to **07/01/2021**

3. The Plan Member is a(n) **MUNICIPALITY**

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

COVERAGE

PREMIUM

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

A. Bodily Injury	B. Property Damage	\$0 Coverages A,B,C,D,I,J,K,L
C. Personal Injury	D. Errors and Omissions	
I. Pollution Damage	J. Defense Reimbursement	
K. Cyber / Data Breach	L. Uncovered Employment Defense	
<input type="checkbox"/> Prior Acts Coverage		

AUTOMOBILE LIABILITY (PART II)

E. Bodily and Personal Injury	F. Property Damage	\$59,059 Coverages E,F
<input checked="" type="checkbox"/> Hired and Non-owned Automobile Coverage		\$159 Hired and Non-owned

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

G. Automobile Physical Damage	Per first schedule	\$75,740 Coverages G
1. Comprehensive		
2. Specified Perils		
3. Collision		
<input checked="" type="checkbox"/> Hired Auto Physical Damage Limit: \$150,000		Included Hired Auto Physical Damage \$9,715 Coverages H
H. Equipment Physical Damage - Per equipment schedule		
<input checked="" type="checkbox"/> Mobile Equipment Leased/Rented Limit: \$380,000		\$4,752 Mobile Leased/Rented

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L **\$149,425**

Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
 \$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal
 \$ 125,000 Each Other Loss Per Occurrence
 \$ 1,000,000 Aggregate Per Occurrence
Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
 \$ 10,000 Medical Payments for Volunteers Per Loss
 \$ 1,000,000 Each Other Loss Per Occurrence
 Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page
Annual Aggregate
 \$ 2,000,000 Coverages C,D
 \$ 10,000 Coverage J

\$149,425
Total Premium
(This is not an invoice)

6. DEDUCTIBLES

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

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

Jonathan D. Woods

OMAG Representative

06/24/2020
Date

CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 28, 2020 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Councilmember Susan Eads
- Community-related announcements and comments
- Mayoral Proclamations: Fire Chaplin Charles McDade and Police Captain Mark Teply

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 to approve the minutes of the June 16, 2020 special meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration to approve the minutes of the June 23, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
3. Discussion and consideration of accepting the City Manager's Report for the month of June 2020. (Finance - C. Barron)
4. Discussion and consideration of supplemental budget adjustment to the following funds for FY 2020-2021, increase: Emergency Operations, expenses/Emergency Operations (21) \$46,246. PWA, expenses/Public Works (075) \$92,455. General Gov't Sales Tax Fund, expenses/City Manager (01) \$16,622; expenses/Personnel (03) \$40,730; expenses/Community Development (05) \$138,180; expenses/Park & Rec (06) \$16,745; expenses/Finance (08) \$3,100; expenses/Street (09) \$185,256; expenses/Municipal Court (12) \$2,639; expenses/General Gov't (14) \$74,000; expenses/Neighborhood Services (15) \$2,000; expenses/I.T. (16) \$251,918; expenses/Swimming Pools (19) \$7,958; expenses/Senior Center (55) \$43,027. Capital Outlay Reserve Fund, expenses/General Gov't (14) \$375,378. Street & Alley Fund, expenses/Street (09) \$852,257. Technology Fund, expenses/General Gov't (14) \$33,204. Police Capitalization Fund, expenses/Police (62) \$145,101. Fire Capitalization Fund, expenses/Fire (64) \$388,499. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$154,404; expenses/Parks (23) \$476,013; expenses/Streets (66) \$134,292; expenses/Economic (87) \$3,452. Emergency Operations Fund, expenses/Emergency Operations (21) \$8,588. Public Works Fund, expenses/Public Works (30) \$127,783. Fleet Fund, expenses/Fleet (25) \$151,329. Surplus Property Fund, expenses/Surplus Property (26) \$12,459. Activity Fund, expenses/Recreation (78) \$20,000. Park & Recreation Fund, expenses/Park & Rec (06) \$81,000. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,504,854. Downtown Redevelopment Fund, expenses/29th Street (92) \$1,682,265. 2002 GO Street Bond Fund, expenses/Street Bond (69) \$317,949. 2018 Election GO Bonds Fund, expenses/Park & Rec (06) \$7,923,375; expenses/Street (09) \$2,257,126; expenses/Animal Welfare (10) \$96,643; expenses/General Gov't (14) \$2,224,278; expenses/Emergency Operations (21) \$22,770; expenses/Fire (64)

4. Continued. \$1,311,003; expenses/29th Street (92) \$3,986,163. 2018 Election GO Bonds – Proprietary Fund, expenses/JC Regional Golf (47) \$4,747,880; expenses/Capital Water Improvements (49) \$5,132,023. Animals Best Friend Fund, expenses/Animal Welfare (10) \$30,000. (Finance – C. Barron)
5. Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budgets for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments cancelled at the close of day June 30, 2020. (Finance – C. Barron)
6. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City’s FY 2019-2020 financial statements in an amount not to exceed \$64,060, and, only if required, \$3,660 for each major Federal program. (Finance - C. Barron)
7. Discussion and consideration of resolution to renew Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2020-2021. (Finance – C. Barron)
8. Discussion and consideration of resolution to renew Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2020-2021. (Finance – C. Barron)
9. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
10. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority’s FY 2019 - 2020 Annual Report. (Economic Development - R. Coleman)
11. Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 20-21: The Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month and the utility bill production agreement with Dataprose, LLC, at current rates. (City Clerk - S. Hancock)
12. Discussion and consideration of extending the award of the bid for entering into a contract for an onsite turnkey vehicle and equipment parts operation. (Fleet - C. Davis)
13. Discussion and consideration to approve awarding the bid to and entering into a contract with Bergkamp Inc. for one (1) new Bergkamp FP5 Truck Mounted Flameless Pothole Patcher in the amount of \$201,259. (Public Works - P. Streets)
14. Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, LLC in the amount of \$640.00, respectively. (Public Works - P. Menefee)

15. Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$847.70, respectively. (Public Works - P. Menefee)
16. Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$697.00, respectively. (Public Works - P. Menefee)
17. Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$1,267.00, respectively. (Public Works - P. Menefee)
18. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2020-21 with the City of Choctaw, the City of Nicoma Park, the City of Harrah, Town of Forest Park and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$60.00 per day, plus a \$30.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. If an inmate is held less than 11 hours, the cities will be charged \$2.50 per hour. (Police - B. Clabes)
19. Discussion and consideration of entering into an agreement with the Safe Haven Clinic (Spencer and Oklahoma City locations) to perform veterinary services associated with the Adopt-A-Pet program and additional services on an as-needed basis as determined by the City of Midwest City for fiscal year 2020-2021. (Police - B. Clabes)
20. Discussion and consideration of renewing the agreements with the City of Choctaw, the City of Nicoma Park, City of Harrah, Town of Forest Park and 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 for fiscal year 2020-21. (Police - B. Clabes)
21. Discussion and consideration of approving and entering into an agreement for fiscal year 2020-21 with Midwest Veterinary Hospital who is electing to offer reduced services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program. (Police - B. Clabes)
22. Discussion and consideration of renewing an agreement with Midwest Veterinary Hospital in 2020-21. (Police - B. Clabes)
23. Discussion and consideration of renewing an agreement with the City of Choctaw, City of Harrah, and Town of Forest Park to provide emergency animal control services for fiscal year 2020-21. (Police - B. Clabes)
24. Discussion and consideration of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services. (Police - B. Clabes)

- [25.](#) Discussion and consideration of approving and entering into a contract for FY 20-21 in the amount of \$171,299 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City. (Grants Management - T. Craft)
- [26.](#) Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. (Fire - B. Norton)
- [27.](#) Discussion and consideration of awarding the bid to and entering into a contract with Hunter Mechanical in the amount of \$171,500 for the replacement of the City Hall Boiler. (Community Development – B. Harless)
- [28.](#) Discussion and consideration of 1) reappointing Sherry Beard; and 2) appointing Jack Fry to the Midwest City Urban Renewal Authority each for a three-year term to end on July 25, 2023. (Economic Development - R. Coleman)
- [29.](#) Discussion and consideration of the appointment of Chris Clark and Steve Merriman to the Builders Advisory Board for three-year terms to replace Todd Isaac and Mike Castleberry. (Community Development – B. Harless)
- [30.](#) Discussion and consideration of appointing Mr. Chris Cooney to the Midwest City Park and Recreation Board for a three-year term ending on July 28, 2023. (Parks and Recreation - F. Gilles)
- [31.](#) Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

- [1.](#) (PC-2045) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 South Douglas Blvd. (Community Development - B. Harless)
- [2.](#) (PC – 2046) Public hearing with discussion and consideration of an ordinance redistricting from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), for the property described as a part of the Lots 7-10 of the Thomas Acres Addition addressed as 9070 NE 13th Street. (Community Development - B. Harless)
- [3.](#) (PC – 2047) Discussion and consideration of approval of the proposed preliminary plat of Freedom Villas, described as a part of the SE/4 of Section 35, T12N, R2W, located at 8712 E. Main Street. (Community Development - B. Harless)
- [4.](#) (PC-2048) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date. (Community Development - B. Harless)

5. Discussion and consideration of the approval of 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, 2020, through June 30, 2021. (Human Resources - T. Bradley)
 6. Discussion and consideration of the approval of 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, 2020, through June 30, 2021. (Human Resources - T. Bradley)
 7. Discussion and Consideration of Emergency Ordinance, amending Chapter 11, City Emergency Management, by adding Section 11-4, Face Covering and Social Distancing During “COVID-19 Pandemic Emergency;” setting out definitions; setting out exceptions; providing an expiration date and grounds for extension or reduction of expiration date; penalties; and providing for repealer and severability and declaring an emergency. (City Manager - Lyon)
 8. Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; Section 43-227, Annual Review of User Charge Rates; Section 43-230, Capital Improvement Charges; Establishing an Effective Date; and Providing for Repealer and Severability. (Public Works - P. Streets)
 9. Presentation on City of Midwest City’s Juvenile Program. (City Attorney – H. Poole)
- 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 June 2020 Building Report. (Community Development—B. Harless)
 2. Minutes of the July 7, 2020 Planning Commission meeting. (Community Development - B. Harless)
 3. Minutes of the June 16, 2020 Park Land Review Committee Meeting. (Community Development - B. Harless)
 4. Review of the monthly Neighborhood Services report for June 2020 (Neighborhood Services - M. Stroh)
- G. ADJOURNMENT.



MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA



Notice for the Midwest City Council special meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

Midwest City Council Minutes
Special Meeting

June 16, 2020

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

Mayor Matt Dukes called the meeting to order at 12:30 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Christine Allen, Rick Favors and with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Sean Reed.

DISCUSSION ITEMS.

- 1. Discussion and consideration of awarding the bid to and entering into a contract with Turning Point Industries, Inc. in the amount of \$533,539.95 for the Original Mile Revitalization, Key Boulevard Phase 2, construction project.**

After Staff and Council discussion, Eads made a motion to approve contract and requested a No Left Turn sign and Stop sign to be placed at Lions Park Dr., seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Allen, Favors, and Mayor Dukes. Nay: None. Absent: Reed. Motion carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 12:41PM.

ATTEST:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk

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).

Midwest City Council Minutes

June 23, 2020

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

Mayor Matt Dukes called the meeting to order at 6:00 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Rick Favors. Staff and Council made Community-related announcements and comments.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted with the exception of pulling item 29, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of May 2020.
3. Discussion and consideration of supplemental budget adjustment to the following funds for FY 2019-2020, increase: General Fund, revenue/Transfers In \$224,586; revenue/Taxes (00) \$468,000; expenses/Transfer Out (00) \$692,586. General Fund, expenses/Transfer Out (00) \$5,000. General Fund, expenses/Swimming Pools (19) \$5,000. General Fund, expenses/Communications (20) \$7,550. Reimbursed Projects, revenue/Intergovernmental (39) \$13,500; expenses/Grants Mgmt (39) \$13,500. Emergency Operations, expenses/Emergency Operations (21) \$2,000. Activity, expenses/Recreation (78) \$13,085. CDBG, expenses/Grants Management (39) \$250. L & H Benefits, expenses/Personnel (03) \$200,000. Disaster Relief, expenses/Neighborhood Services (15) \$6,500. G. O. Debt Services, revenue/Investment Interest (1) \$7,000; expenses/Transfer Out (00) \$7,000.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2020-2021.
6. Discussion and consideration of entering into a Consulting Agreement with INSURICA Insurance Management Network in the amount of \$55,560 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan for FY 20-21.

7. Discussion and consideration of approving and entering into a primary service answering point agreement with Alliance Health Midwest to provide dispatching services for Alliance health Ambulance Service from July 1, 2020 to June 30, 2021 for \$220,774.80 per year.
8. Discussion and consideration entering into and approving an Agreement for Professional Services with 505 Architects LLC for Construction Documents in the amount of \$21,000.00 for the preparation for the ADA interior retrofit and renovation of the existing Midwest City Council Chambers.
9. Discussion and consideration of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for Emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in an amount not to exceed \$50,000 for fiscal year 2020-21.
10. Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2020 Youth Excel program.
11. Discussion and consideration of postponing the award of the contract for an onsite turnkey vehicle and equipment parts operation until the July 28th Council meeting.
12. Discussion and consideration of approving Amendment No. 5 to the construction management contract with CMS Willowbrook Inc. for the Delta Furniture, Fixtures and Equipment in an amount not to exceed \$2,803,430.91.
13. Discussion and consideration of renewing excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's general liability self-insurance plan for the 2020-2021 fiscal year at an annual cost of \$100,475 for a self-insured retention of \$250,000 per occurrence.
14. Discussion and consideration of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation and general liability programs for the 2020-2021 fiscal year for the amount of \$42,000 per year.
15. Discussion and consideration of renewing the Property Insurance Policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$292,882 and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability, at a premium rate of \$149,384 for fiscal year 2020-2021.
16. Discussion and consideration of binding excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2020-2021 fiscal year at an annual cost of \$160,649 for self-insured retention of \$450,000 per claim for all employees.

17. Discussion and consideration of 1) acceptance of a Department of Justice Coronavirus Emergency Supplemental Funding (CESF) grant in the amount of \$38,341 for the purchase of respirator equipment for police department officers; 2) approving and entering into a grant agreement with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.
18. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start facility located at 2118 Flannery Drive for FY 20-21.
19. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street for FY 20-21.
20. Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma /Canadian Counties, Inc hereafter called "CAA" for FY 20-21.
21. Discussion and consideration of accepting maintenance bonds from Diversified Construction of Oklahoma, Inc. in the amount of \$16,402.30, respectively.
22. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering in the amount of \$45,490.00 for the preparation of plans for the removal, redesign, and construction of the Regional Park foot bridge creek crossing located approximately six hundred feet south of East Reno Avenue.
23. Discussion and consideration of renewing contracts for FY 20-21 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.
24. Discussion and consideration of renewing a contract, with modifications, for FY 20-21 Public Works General and Emergency Services with Silver Star Construction Company.
25. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21.
26. Discussion and consideration of approving and entering into the FY 2020-2021 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex.
27. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2020-21.

28. Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$55,364.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Fire Station One renovation located at 8201E. Reno.
29. **Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$80,675.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Police/Fire Training Facility located at 9555 S.E. 15th Street.** Fred Hawk, 1302 S. Caldwell, addressed Council. After Staff and Council discussion, Byrne made a motion to approve with stipulation for meeting with citizen, seconded by Allen. Voting Aye: Byrne, Reed, Bowen, Eads, Allen and Mayor Dukes. Nay: Favors. Motion Carried.
30. Discussion and consideration of renewing for fiscal year 2020-2021 the maintenance agreements with ImageNet Consulting in an amount not to exceed \$36,520.00 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed \$166,549.82 for software maintenance in connection with the Police, 911 and Court; Central Square in the amount of \$97,402.29 for hosted Naviline services for the City.
31. Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to the Board of Adjustment for additional three-year terms.
32. Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.
33. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

DISCUSSION ITEMS.

1. **(PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard.** Jason Schwartz, 522 Caldwell Dr., addressed Council. Staff and Council discussion was had. No Action was taken.
2. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, 1-15, Specific Penalty for Violations of Code, providing for repealer, severability and declaring an emergency.** Eads made a motion to approve Ordinance 3412, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

Eads made a motion to approve the emergency clause, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

3. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article IX, Bicycles, Division 2, Licenses; by amending Section 24-300; and Repealing Sections 24-301 through Sections 24-305; coming into conformance with Title 47 O.S. Sections 12-701 through 708; and Providing for Repealer, Severability.** Eads made a motion to approve the Ordinance 3410, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

4. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 26, Noise, by adding Section 26-4.1, Hours of Business for Medical Marijuana Dispensaries, Penalty, providing for repealer, severability and declaring an emergency.** Staff and Council discussion was had. No Action was Taken.

5. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending Section 28-58; Coming into conformance with Title 21 O.S., Section 1760; Providing for Repealer, Severability, and Declaring an Emergency.** After staff addressed the council, Allen made a motion to approve Ordinance 3411, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

Reed made a motion to approve the emergency clause, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

6. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses Against Morals, by amending Section 28-20, Disorderly House; and Providing for Repealer, Severability, and Declaring an Emergency.** Eads made a motion to approve Ordinance 3413, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

Eads made a motion to approve the emergency clause, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

Council recessed at 7:17 pm and returned at 7:24 PM.

7. **Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects.** No Action Needed.

8. **Discussion and consideration of entering into a Prescription Benefit Services Agreement with CaremarkPCS, L.L.C. and Synchrony Rx for pharmacy benefits for the fiscal year 2020/2021 not to exceed \$ 1,998,452.** After staff and council discussion, Eads made a motion to approve agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

9. Discussion and consideration of entering into an agreement with American Fidelity Administrative Services, LLC., to provide tracking and reporting in order for the City to stay in compliance with the Affordable Care Act (ACA). Implementation fees are a one-time charge of \$2,450.00. Ongoing costs are an annual fee of \$995.00, a tracking fee of \$1.00 PEPM, and a reporting fee of \$3.95 per form. Eads made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

10. Discussion and consideration of appointing a replacement for the unexpired term of Stan Greil on the Midwest City Planning Commission. Allen made a motion to appoint Rick Dawkins, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION. Danny Breeden, 2300 Harrah Rd and Katy Jones, 1209 S. Midwest Blvd., addressed Council.

EXECUTIVE SESSION.

1. 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 7:44 PM Reed made a motion to recess, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried. Council returned to meeting at 8:56 PM.

At 8:56PM, Eads made a motion to enter into executive session, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

At 9:38 PM, Reed made a motion to return to open session, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

Eads made motion to proceed as discussed, seconded by Favors. Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: none. Motion Carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 9:38 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of June 2020.

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

Street Light Fee (15) decreased due to the transfer of expenses from General fund for:
Utilities/ Communications <\$281,085>

CAP. Sewer Imp. – Stroth (188) decreased and **Sewer Department (192)** increased because of the budgeted transfer of \$400,000.

Golf (197) had an operational gain of \$47,145 in June.

2018 Election G.O. Bond (270) increased due to the Series 2020A General Obligation Bonds Phase 3 transactions. The sources and uses of funds will be as follows:

Sources of Funds: \$6,550,000

Uses of Funds:

Costs of project	<\$6,390,000>
Cost of issuance	<\$160,000>
Total use of funds	<\$6,550,000>

Sooner Rose TIF (352) decreased due to the payment for:
Debt service <\$646,428>

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) – unrealized gain on investment	\$1,769,765
Discretionary (9050) – unrealized gain on investment	\$410,500

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2020

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,667,209	-	3,183,251	2,571,059	(2,087,101)	483,958	3,667,209
10	GENERAL	7,448,045	(165,722)	5,995,765	38,338,615	(37,052,058)	1,286,557	7,282,323
11	CAPITAL OUTLAY RESERVE	878,312	-	933,143	15,048	(69,879)	(54,831)	878,312
13	STREET AND ALLEY FUND	1,615,489	-	1,266,863	546,524	(197,898)	348,626	1,615,489
14	TECHNOLOGY FUND	207,826	-	164,040	381,549	(337,762)	43,787	207,826
15	STREET LIGHT FEE	1,874,909	-	1,630,191	614,225	(369,508)	244,718	1,874,909
16	REIMBURSED PROJECTS	1,227,891	(1)	874,019	537,573	(183,702)	353,871	1,227,890
17	29TH & DOUGLAS PROPERTY	5,500,288	-	5,500,283	5	-	5	5,500,288
20	MWC POLICE DEPARTMENT	5,969,836	-	4,188,477	16,107,439	(14,326,081)	1,781,358	5,969,836
21	POLICE CAPITALIZATION	448,160	-	491,782	882,578	(926,199)	(43,621)	448,160
25	JUVENILE FUND	27,943	-	30,214	83,790	(86,061)	(2,271)	27,943
30	POLICE STATE SEIZURES	72,260	-	72,631	2,476	(2,847)	(371)	72,260
31	SPECIAL POLICE PROJECTS	93,392	-	78,652	33,999	(19,259)	14,740	93,392
33	POLICE FEDERAL PROJECTS	49,067	-	61,341	441	(12,715)	(12,274)	49,067
34	POLICE LAB FEE FUND	23,424	-	21,650	9,993	(8,219)	1,774	23,424
35	EMPLOYEE ACTIVITY FUND	20,356	-	20,232	11,664	(11,539)	124	20,356
36	JAIL	144,218	-	151,135	58,530	(65,448)	(6,918)	144,218
37	POLICE IMPOUND FEE	109,036	-	156,316	46,042	(93,322)	(47,280)	109,036
40	MWC FIRE DEPARTMENT	4,029,694	(4)	2,803,249	12,498,494	(11,272,053)	1,226,441	4,029,690
41	FIRE CAPITALIZATION	1,180,917	-	877,748	611,993	(308,824)	303,169	1,180,917
45	MWC WELCOME CENTER	353,592	(79)	357,883	211,235	(215,606)	(4,371)	353,512
46	CONV / VISITORS BUREAU	184,975	-	200,919	323,343	(339,287)	(15,945)	184,975
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	614,336	-	569,922	469,963	(425,549)	44,414	614,336
61	STORM WATER QUALITY	1,014,388	-	878,476	774,588	(638,676)	135,912	1,014,388
65	STREET TAX FUND	1,840,981	-	1,519,081	498,581	(176,681)	321,900	1,840,981
70	EMERGENCY OPER FUND	765,195	-	713,432	550,383	(498,621)	51,763	765,195
75	PUBLIC WORKS ADMIN	647,055	-	351,006	1,181,126	(885,077)	296,049	647,055
80	INTERSERVICE FUND	638,120	-	462,631	2,745,166	(2,569,678)	175,488	638,120
81	SURPLUS PROPERTY	507,538	(398,799)	97,486	55,548	(44,295)	11,253	108,739
115	ACTIVITY FUND	352,018	(469)	354,596	143,571	(146,618)	(3,048)	351,549
123	PARK & RECREATION	639,657	(150)	651,194	559,588	(571,275)	(11,687)	639,507
141	COMM. DEV. BLOCK GRANT	26,065	-	6,029	639,176	(619,139)	20,037	26,065
142	GRANTS/HOUSING ACTIVITIES	142,535	-	147,646	158,607	(163,718)	(5,111)	142,535
143	GRANT FUNDS	101,070	(41,070)	60,000	597,848	(597,848)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2020
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,523,375	-	2,363,534	775,751	(615,910)	159,841	2,523,375
172	CAP. WATER IMP-WALKER	1,440,837	-	1,022,289	445,783	(27,235)	418,548	1,440,837
178	CONST LOAN PAYMENT REV	2,892,214	(15,358)	3,186,744	694,168	(1,004,056)	(309,888)	2,876,857
184	SEWER BACKUP FUND	83,771	-	82,373	1,398	-	1,398	83,771
186	SEWER CONSTRUCTION	4,460,350	(175,000)	3,827,884	1,439,134	(981,668)	457,466	4,285,350
187	UTILITY SERVICES	494,930	(924)	500,342	1,107,891	(1,114,226)	(6,335)	494,006
188	CAP. SEWER IMP.-STROTH	121,949	-	603,107	408,136	(889,294)	(481,158)	121,949
189	UTILITIES CAPITAL OUTLAY	3,091,896	(82,245)	3,044,870	678,004	(713,223)	(35,219)	3,009,651
190	MWC SANITATION DEPARTMENT	3,020,287	-	2,266,302	7,288,385	(6,534,400)	753,985	3,020,287
191	MWC WATER DEPARTMENT	2,749,260	-	2,412,871	6,469,137	(6,132,747)	336,389	2,749,260
192	MWC SEWER DEPARTMENT	1,282,554	(109)	1,063,871	6,052,904	(5,834,330)	218,574	1,282,446
193	MWC UTILITIES AUTHORITY	952,584	-	936,841	15,899	(155)	15,743	952,584
194	DOWNTOWN REDEVELOPMENT	2,346,885	(5,045)	2,316,052	39,253	(13,465)	25,788	2,341,840
195	HOTEL/CONFERENCE CENTER	587,093	(500,906)	278,061	3,682,923	(3,874,796)	(191,873)	86,188
196	HOTEL 4% FF&E	710,509	(37,554)	819,894	1,085,272	(1,232,211)	(146,939)	672,955
197	JOHN CONRAD REGIONAL GOLF	312,629	(147,698)	74,131	1,104,692	(1,013,892)	90,800	164,931
201	URBAN RENEWAL AUTHORITY	81,862	-	36,197	51,306	(5,640)	45,666	81,862
202	RISK MANAGEMENT	1,337,041	(37)	1,553,379	877,011	(1,093,386)	(216,374)	1,337,005
204	WORKERS COMP	3,342,285	-	3,019,327	926,378	(603,420)	322,958	3,342,285
220	ANIMALS BEST FRIEND	89,075	-	79,400	21,236	(11,560)	9,676	89,075
225	HOTEL MOTEL FUND	-	-	-	558,311	(558,311)	-	-
230	CUSTOMER DEPOSITS	1,539,450	(1,539,450)	-	25,315	(25,315)	-	-
235	MUNICIPAL COURT	115,038	(115,038)	-	1,031	(1,031)	-	-
240	L & H BENEFITS	1,546,619	(27,580)	2,111,500	8,498,120	(9,090,581)	(592,461)	1,519,039
250	CAPITAL IMP REV BOND	13,763,635	(54,383,373)	(44,133,137)	15,105,032	(11,591,634)	3,513,398	(40,619,738)
269	2002 G.O. STREET BOND	315,172	-	444,318	6,710	(135,856)	(129,146)	315,172
270	2018 ELECTION G.O. BOND	27,054,832	(51,457)	25,642,175	6,961,937	(5,600,736)	1,361,200	27,003,375
271	2018 G.O. BONDS PROPRIETARY	10,686,758	-	10,773,118	181,283	(267,643)	(86,360)	10,686,758
310	DISASTER RELIEF	1,258,627	(146,651)	1,233,976	210,018	(332,019)	(122,001)	1,111,976
340	REVENUE BOND SINKING FUND	-	-	-	5,865,207	(5,865,207)	-	-
350	G. O. DEBT SERVICES	1,877,552	(37,375)	587,081	2,776,355	(1,523,259)	1,253,096	1,840,177
352	SOONER ROSE TIF	1,654,228	-	6,988,109	644,413	(5,978,294)	(5,333,881)	1,654,228
353	ECONOMIC DEV AUTHORITY	53,421,413	(50,513,618)	1,631,682	3,328,202	(2,052,089)	1,276,113	2,907,796
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	99,351,434	(6,205,908)	89,208,963	5,845,228	(1,908,663)	3,936,565	93,145,527
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	2,500,000	22,590	(2,522,590)	(2,500,000)	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,296,935	(9,180)	10,782,311	2,870,639	(2,365,195)	505,444	11,287,755
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	8,746,403	-	6,427,979	22,725,281	(20,406,856)	2,318,425	8,746,403
425-9080	MWC HOSP AUTH GRANTS	28,398	-	-	486,897	(458,498)	28,398	28,398
	TOTAL	307,553,385	(115,160,507)	178,556,827	191,537,989	(177,701,935)	13,836,054	192,392,880



Finance Department

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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustment to the following funds for FY 2020-2021, increase: Emergency Operations, expenses/Emergency Operations (21) \$46,246. PWA, expenses/Public Works (075) \$92455. General Gov't Sales Tax Fund, expenses/City Manager (01) \$16,622; expenses/Personnel (03) \$40,730; expenses/Community Development (05) \$138,180; expenses/Park & Rec (06) \$16,745; expenses/Finance (08) \$3,100; expenses/Street (09) \$185,256; expenses/Municipal Court (12) \$2,639; expenses/General Gov't (14) \$74,000; expenses/Neighborhood Services (15) \$2,000; expenses/I.T. (16) \$251,918; expenses/Swimming Pools (19) \$7,958; expenses/Senior Center (55) \$43,027. Capital Outlay Reserve Fund, expenses/General Gov't (14) \$375,378. Street & Alley Fund, expenses/Street (09) \$852,257. Technology Fund, expenses/General Gov't (14) \$33,204. Police Capitalization Fund, expenses/Police (62) \$145,101. Fire Capitalization Fund, expenses/Fire (64) \$388,499. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$154,404; expenses/Parks (23) \$476,013; expenses/Streets (66) \$134,292; expenses/Economic (87) \$3,452. Emergency Operations Fund, expenses/Emergency Operations (21) \$8,588. Public Works Fund, expenses/Public Works (30) \$127,783. Fleet Fund, expenses/Fleet (25) \$151,329. Surplus Property Fund, expenses/Surplus Property (26) \$12,459. Activity Fund, expenses/Recreation (78) \$20,000. Park & Recreation Fund, expenses/Park & Rec (06) \$81,000. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,504,854. Downtown Redevelopment Fund, expenses/29th Street (92) \$1,682,265. 2002 GO Street Bond Fund, expenses/Street Bond (69) \$317,949. 2018 Election GO Bonds Fund, expenses/Park & Rec (06) \$7,923,375; expenses/Street (09) \$2,257,126; expenses/Animal Welfare (10) \$96,643; expenses/General Gov't (14) \$2,224,278; expenses/Emergency Operations (21) \$22,770; expenses/Fire (64) \$1,311,003; expenses/29th Street (92) \$3,986,163. 2018 Election GO Bonds – Proprietary Fund, expenses/JC Regional Golf (47) \$4,747,880; expenses/Capital Water Improvements (49) \$5,132,023. Animals Best Friend Fund, expenses/Animal Welfare (10) \$30,000.

The first supplement is needed to increase the estimated overtime expenses in Emergency Operations Department for FY 20-21. The second supplement is needed to budget re-assigned employee for Chief Construction Inspector. The third through twenty-first supplements are needed to roll forward remaining capital outlay project budgets from fiscal year 2019-2020 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

July 28, 2020

Fund Emergency Operations (070)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Operation			46246	
		0	0	46,246	0

Explanation:
To increase the estimated overtime expenses for FY 20-21. Funding to come from fund balance.

Fund PWA (075)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
30	Public Works			92,455	
		0	0	92,455	0

Explanation:
To budget re-assigned employee to PWA. Funding to come from fund balance.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01	City Manager			16,622	
03	Personnel			40,730	
05	Community Development			138,180	
06	Park & Rec			16,745	
08	Finance			3,100	
09	Street			185,256	
12	Municipal Court			2,639	
14	General Gov't			74,000	
15	Neighborhood Svcs			2,000	
16	I.T.			251,918	
19	Swimming Pools			7,958	
55	Senior Center			43,027	
		0	0	782,174	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL OUTLAY RESERVE (011)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			375,378	
		0	0	375,378	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2020

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			852,257	
		<u>0</u>	<u>0</u>	<u>852,257</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			33,204	
		<u>0</u>	<u>0</u>	<u>33,204</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			145,101	
		<u>0</u>	<u>0</u>	<u>145,101</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			388,499	
		<u>0</u>	<u>0</u>	<u>388,499</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			154,404	
23	Parks			476,013	
66	Streets			134,292	
87	Economic			3,452	
		<u>0</u>	<u>0</u>	<u>768,161</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2020

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Operations			8,588	
		<u>0</u>	<u>0</u>	<u>8,588</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund PUBLIC WORKS (075)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
30	Public Works			127,783	
		<u>0</u>	<u>0</u>	<u>127,783</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Fleet			151,329	
		<u>0</u>	<u>0</u>	<u>151,329</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund SURPLUS PROPERTY (081)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
26	Surplus Property			12,459	
		<u>0</u>	<u>0</u>	<u>12,459</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
78	Recreation			20,000	
		<u>0</u>	<u>0</u>	<u>20,000</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2020

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			81,000	
		0	0	81,000	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			1,504,854	
		0	0	1,504,854	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			1,682,265	
		0	0	1,682,265	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund 2002 GO STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
69	Street Bond			317,949	
		0	0	317,949	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			7,923,375	
09	Street			2,257,126	
10	Animal Welfare			96,643	
14	General Gov't			2,224,278	
21	Emergency Operation Fund			22,770	
64	Fire			1,311,003	
92	29th Street			3,986,163	
		0	0	17,821,357	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2020

Fund 2018 ELECTION GO BONDS - PROPRIETARY (271)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<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>
47	JC Regional Golf			4,747,880	
49	Capital Water Improvements			5,132,023	
		<u>0</u>	<u>0</u>	<u>9,879,903</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund ANIMALS BEST FRIEND (220)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<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>
10	Animial Welfare			30,000	
		<u>0</u>	<u>0</u>	<u>30,000</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Rolled Capital Outlay Project Balances

Project Number	Project Master Project Description	Project Detail Account Number	Department Description	Balance
011701	75TH ANNIVERSARY PROJS	009-0110-413.40-06	CITY MANAGER	12,450.00
011903	(2) OFFICE FURNITURE	009-0110-413.40-02	CITY MANAGER	280.00
012002	RE-ENGINEERING CONF RM	009-0110-413.40-14	CITY MANAGER	3,892.00
				16,622.00
031702	LASERFICHE SOFTWARE	009-0310-416.40-50	PERSONNEL DEPARTMENT	3,730.00
031801	LASERFICHE SOFTWARE	009-0310-416.40-50	PERSONNEL DEPARTMENT	10,000.00
031901	HR LASERFICHE ENHANCEMNTS	009-0310-416.40-50	PERSONNEL DEPARTMENT	25,000.00
032002	COPIER/PRINTER	009-0310-416.40-02	PERSONNEL DEPARTMENT	2,000.00
				40,730.00
051404	INSPECTION SOFTWARE	009-0510-465.40-50	COMMUNITY DEVELOPMENT	30,000.00
051506	MEN'S RESTROOMS	009-0510-465.40-15	COMMUNITY DEVELOPMENT	3,600.00
051606	INNOVATION DISTRICT PLAN	009-0510-465.40-15	COMMUNITY DEVELOPMENT	30,000.00
051703	2.5 MIL BTU BOILER	009-0510-465.40-14	COMMUNITY DEVELOPMENT	28,050.00
052004	COUNCIL CHAMBERS DESIGN	009-0510-465.40-14	COMMUNITY DEVELOPMENT	19,752.55
052005	TRIMABLE R1 GPS RECEIVER	009-0510-465.40-02	COMMUNITY DEVELOPMENT	3,000.00
052006	I-PADS (3)	009-0510-465.40-49	COMMUNITY DEVELOPMENT	1,800.00
052007	FLEET LIGHT BARS	009-0510-465.40-02	COMMUNITY DEVELOPMENT	1,284.11
141505	CITY HALL ACCESS	009-0510-465.40-14	COMMUNITY DEVELOPMENT	20,693.00
				138,179.66
061510	NATURE TRAIL CONCRETE	009-0610-452.40-06	PARK & RECREATION	16,744.67
				16,744.67
081901	MICR PRINTER	009-0810-415.40-02	FINANCE	3,100.00
				3,100.00
091704	ASPHALT TRUCK 1ST YR	009-0910-431.40-01	STREET DEPARTMENT	140,000.00
091801	WEEDEATERS, EDGERS, ETC	009-0910-431.40-02	STREET DEPARTMENT	1,056.00
092003	4 DESKTOP COMPS, 5 IPADS	009-0910-431.40-49	STREET DEPARTMENT	8,200.00
092004	ASPHALT TRUCK	009-0910-431.40-01	STREET DEPARTMENT	36,000.00
				185,256.00
122001	55" TV	009-1210-415.40-02	MUNICIPAL COURT	1,500.00
122002	(8) DESKTOP COMPUTERS	009-1210-415.40-49	MUNICIPAL COURT	1,138.64
				2,638.64
141302	ERP SOFTWARE UPGRADE	009-1410-414.40-50	GENERAL GOVERNMENT	63,000.00
141912	COGNOS SOFTWARE/TRAINING	009-1410-414.40-50	GENERAL GOVERNMENT	11,000.00
				74,000.00
151705	NIA WIFI	009-1510-463.40-02	NEIGHBORHOOD SERVICES	2,000.00
				2,000.00
161502	SECURITY CAMERAS	009-1610-419.40-02	INFORMATION TECHNOLOGY	924.00
161602	FLEET/DISASTER REC NET IN	009-1610-419.40-02	INFORMATION TECHNOLOGY	3,257.00
161701	OFFICE FURNITURE	009-1610-419.40-02	INFORMATION TECHNOLOGY	3,862.00
161702	LAN & SERVER UPGRADES	009-1610-419.40-02	INFORMATION TECHNOLOGY	14,179.20
161706	NAT GAS GEN CONVERSION	009-1610-419.40-02	INFORMATION TECHNOLOGY	8,000.00
161801	AV UPGRD CTY HALL MTG RMS	009-1610-419.40-02	INFORMATION TECHNOLOGY	24,700.00
161804	R7XX SERVER -DIS REC SITE	009-1610-419.40-02	INFORMATION TECHNOLOGY	6,075.00
161901	CITY HALL STORAGE ARRAY	009-1610-419.40-02	INFORMATION TECHNOLOGY	42,939.83
161902	PWA STORAGE ARRAY	009-1610-419.40-02	INFORMATION TECHNOLOGY	3,999.50
162002	CYBER SERCURITY MONTORING	009-1610-419.40-02	INFORMATION TECHNOLOGY	24,000.00
162004	HARDWARE/SOFTWARE/LAN/WA	009-1610-419.40-02	INFORMATION TECHNOLOGY	30,000.00
162005	NETWORK INF UPGRADES	009-1610-419.40-02	INFORMATION TECHNOLOGY	6,451.72
161709	SERVER ROOM REMODEL	009-1610-419.40-14	INFORMATION TECHNOLOGY	45,000.00
161805	A/C UNIT CITY HALL BASEMT	009-1610-419.40-14	INFORMATION TECHNOLOGY	5,814.00
162001	BASEMENT SERVER RM A/C	009-1610-419.40-14	INFORMATION TECHNOLOGY	12,000.00

Rolled Capital Outlay Project Balances

161904	(5) LAPTOPS	009-1610-419.40-49	INFORMATION TECHNOLOGY	4,716.00
162003	8 COMPUTERS	009-1610-419.40-49	INFORMATION TECHNOLOGY	16,000.00
				251,918.25
192002	2 FABRIC SHADE COVERS	009-1910-451.40-02	SWIMMING POOLS	7,958.00
				7,958.00
552001	SECURITY CAMERA SYSTEM	009-5500-451.40-02	SENIOR CENTER	1,527.01
552002	TV/EXERCISE EQUIP	009-5500-451.40-02	SENIOR CENTER	2,000.00
552004	HANDICAPPED BR REMODEL	009-5500-451.40-14	SENIOR CENTER	39,500.00
				43,027.01
051703	2.5 MIL BTU BOILER	011-1410-414.40-14	GENERAL GOVERNMENT	55,000.00
051706	AIR COOLER CHILLER	011-1410-414.40-14	GENERAL GOVERNMENT	11,922.00
141903	HVAC REPLACEMENT	011-1410-414.40-14	GENERAL GOVERNMENT	60,500.00
141904	PANIC ALARMS	011-1410-414.40-14	GENERAL GOVERNMENT	9,611.86
142001	CITY HALL INTERIOR REMODL	011-1410-414.40-14	GENERAL GOVERNMENT	88,343.79
142002	MUNICIPAL INT/EXT REMODEL	011-1410-414.40-14	GENERAL GOVERNMENT	150,000.00
				375,377.65
092004	ASPHALT TRUCK	013-0910-431.40-01	STREET DEPARTMENT	36,000.00
091606	MISC CITY WIDE THERMO STR	013-0910-431.40-06	STREET DEPARTMENT	92,396.00
091710	ROTO RENO MW TO DOUGLAS	013-0910-431.40-06	STREET DEPARTMENT	62,343.11
091806	RESIDENTIAL STREET REPAIR	013-0910-431.40-06	STREET DEPARTMENT	114,817.15
091903	CITY-WIDE STREET REHAB	013-0910-431.40-06	STREET DEPARTMENT	76,700.25
092005	CITY-WIDE ST REHAB	013-0910-431.40-06	STREET DEPARTMENT	200,000.00
092006	RENO - MIDWEST TO DOUGLAS	013-0910-431.40-06	STREET DEPARTMENT	100,000.00
092007	I-40/HUDIBURG GUARD RAILS	013-0910-431.40-06	STREET DEPARTMENT	120,000.00
092008	CITY-WIDE ST SIGN REPL	013-0910-431.40-15	STREET DEPARTMENT	50,000.00
				852,256.51
141503	FIBER PROJECT	014-1415-419.40-02	GENERAL GOVERNMENT	13,204.00
142003	FIBER EQUIP	014-1415-419.40-02	GENERAL GOVERNMENT	20,000.00
				33,204.00
622001	9 MARKED, 1 UNMARKED VEH	021-6210-421.40-01	POLICE DEPARTMENT	19,623.00
622002	EQUIP FOR VEHICLES	021-6210-421.40-01	POLICE DEPARTMENT	9,121.17
162002	CYBER SERCURITY MONTORING	021-6210-421.40-02	POLICE DEPARTMENT	24,000.00
621914	(20) TICKET PRINTERS	021-6210-421.40-02	POLICE DEPARTMENT	50,000.00
622003	HAND HELD RADARS	021-6210-421.40-02	POLICE DEPARTMENT	12,357.20
622013	VENT SYSTEM FOR DRUG RM	021-6210-421.40-14	POLICE DEPARTMENT	5,000.00
622015	22 COMPUTERS	021-6210-421.40-49	POLICE DEPARTMENT	25,000.00
				145,101.37
641504	5 YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	100,000.00
641603	5-YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	100,000.00
641701	5 YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	13,877.00
641807	MULTI-YEAR APPARATUS REPL	041-6410-422.40-01	FIRE DEPARTMENT	50,218.00
642001	BRUSH PUMPER	041-6410-422.40-01	FIRE DEPARTMENT	80,000.00
642002	RADIO INFRASTRUCTURE	041-6410-422.40-02	FIRE DEPARTMENT	4,604.12
642004	AED'S	041-6410-422.40-02	FIRE DEPARTMENT	35,000.00
642003	4 DESKTOP COMPUTERS	041-6410-422.40-49	FIRE DEPARTMENT	4,800.00
				388,499.12
061608	ENG-SAFE ROUTES TO SCHL	065-0610-452.40-06	PARK & RECREATION	9,557.00
061702	MID-AMERICA PARK TRAIL	065-0610-452.40-06	PARK & RECREATION	6,285.00
062011	PALMER LOOP TRAIL	065-0610-452.40-06	PARK & RECREATION	30,340.00
901903	SCIP REC TRAIL PH 2	065-0610-452.40-06	PARK & RECREATION	41,500.00
061521	29TH A.D.-SOONER TRAIL	065-0610-452.40-15	PARK & RECREATION	66,722.00
				154,404.00

Rolled Capital Outlay Project Balances

231806	TODDLER SLIDE	065-2310-452.40-02	MWC PARKS	1,500.00
231807	5 LIFEGUARD CHAIRS	065-2310-452.40-02	MWC PARKS	6,500.00
231808	AQUATEK WHEELCHAIR	065-2310-452.40-02	MWC PARKS	2,900.00
231903	PLAYGROUND EQUIPMENT	065-2310-452.40-02	MWC PARKS	20,087.46
231904	POOL GUTTER GRATES	065-2310-452.40-02	MWC PARKS	5,000.00
231905	POOL SHADE STRUCTURES	065-2310-452.40-02	MWC PARKS	10,000.00
232002	PLAYGROUND EQUIP REPL	065-2310-452.40-02	MWC PARKS	25,000.00
061613	JOE BARNES TRAIL	065-2310-452.40-06	MWC PARKS	62,818.00
231504	SPRAY PARK RELOCATION	065-2310-452.40-06	MWC PARKS	25,000.00
231701	BARNES TRAIL REPAVING	065-2310-452.40-06	MWC PARKS	48,384.00
231811	C JOHNSON PARK LIGHTING	065-2310-452.40-06	MWC PARKS	5,000.00
231901	MID AM TRL BRIDGE (SMALL)	065-2310-452.40-06	MWC PARKS	4,507.98
231902	J BARNES TRAIL REPLACEMNT	065-2310-452.40-06	MWC PARKS	50,000.00
232001	SPIRIT PLAYGROUND (1ST YR	065-2310-452.40-06	MWC PARKS	50,000.00
232003	J BARNES/T POORE BRIDGES	065-2310-452.40-06	MWC PARKS	50,000.00
231503	MID AMER PARK IMPROV	065-2310-452.40-15	MWC PARKS	34,316.00
231504	SPRAY PARK RELOCATION	065-2310-452.40-15	MWC PARKS	75,000.00
				476,013.44
091710	ROTO RENO MW TO DOUGLAS	065-6600-431.40-06	STREETS	89,500.00
092006	RENO - MIDWEST TO DOUGLAS	065-6600-431.40-06	STREETS	10,006.00
661602	RESIDENTAIL ST REPAIR	065-6600-431.40-06	STREETS	34,786.00
				134,292.00
872001	BUS SHELTERS	065-8710-433.40-15	ECONOMIC	3,452.00
				3,452.00
181801	FURNITURE CONSOLE UPGRADE	070-2100-420.40-02	EMER OPERATION FUND	3,010.00
211902	RADIO HARDWARE	070-2100-420.40-02	EMER OPERATION FUND	5,578.00
				8,588.00
302002	BLDG A CAMERA SYSTEM	075-3010-480.40-02	PUBLIC WORKS	7,598.00
301803	FLOORING IN PWA BATHROOM	075-3010-480.40-14	PUBLIC WORKS	1,920.00
301804	CARPET IN PWA OFFICES	075-3010-480.40-14	PUBLIC WORKS	9,065.00
301904	ARCH/ENG SVCS BLDG A	075-3010-480.40-14	PUBLIC WORKS	50,000.00
302001	BLDG A RENOV ENG	075-3010-480.40-14	PUBLIC WORKS	50,000.00
302004	BLDG A PWA OFFICES RENOV	075-3010-480.40-14	PUBLIC WORKS	6,100.00
302003	1 LAPTOP, 3 DESKTOP COMPS	075-3010-480.40-49	PUBLIC WORKS	3,100.00
				127,783.00
251601	CNG SKID UNIT	080-2510-480.40-02	FLEET MAINTENANCE	20,000.00
251602	CAR WASH HEATER	080-2510-480.40-02	FLEET MAINTENANCE	5,000.00
251603	CNG SHOP EQUIMPENT	080-2510-480.40-02	FLEET MAINTENANCE	7,813.00
251701	SHOP EQUIP/SW/SCANNERS	080-2510-480.40-02	FLEET MAINTENANCE	4,750.00
251801	SHOP EQUIP/DIAG SOFTWARE	080-2510-480.40-02	FLEET MAINTENANCE	2,931.00
251804	CNG APPROVED SHOP EQUIP	080-2510-480.40-02	FLEET MAINTENANCE	14,350.00
251902	CNG APPROVED EQUIP	080-2510-480.40-02	FLEET MAINTENANCE	20,700.00
251503	INDIRECT HEAT HEATERS,	080-2510-480.40-14	FLEET MAINTENANCE	47,515.00
252001	CNG SHOP MODIFICATION	080-2510-480.40-14	FLEET MAINTENANCE	10,000.00
252005	FLEET OFFICE REMOD/FURN	080-2510-480.40-14	FLEET MAINTENANCE	4,391.00
252004	2 DESKTOPS, 2 I-PADS	080-2510-480.40-49	FLEET MAINTENANCE	5,000.00
252003	SHOP EQUIP/DIAG SOFTWARE	080-2510-480.40-50	FLEET MAINTENANCE	8,879.00
				151,329.00
261402	GARAGE DOOR OPENERS	081-2610-417.40-02	SURPLUS PROPERTY	1,250.00
261601	SECURITY CAMERAS	081-2610-417.40-02	SURPLUS PROPERTY	2,209.00
261802	SECURITY SYSTEM ALARM	081-2610-417.40-14	SURPLUS PROPERTY	3,500.00
261801	NORTH PARKING LOT FENCING	081-2610-417.40-15	SURPLUS PROPERTY	3,500.00

Rolled Capital Outlay Project Balances

262001	DESKTOP COMPUTER	081-2610-417.40-49	SURPLUS PROPERTY	2,000.00
				12,459.00
781901	PICNIC TABLES/TRASH CANS	115-7813-452.40-02	RECREATION	20,000.00
				20,000.00
062013	EXERCISE PARK EQUIP	123-0610-452.40-02	PARK & RECREATION	35,000.00
061802	PARK BRIDGE REPL PH 1	123-0610-452.40-06	PARK & RECREATION	25,000.00
062012	LIONS PARK DIGITAL SIGN	123-0610-452.40-15	PARK & RECREATION	20,000.00
061904	(2) I-PADS	123-0610-452.40-49	PARK & RECREATION	1,000.00
				81,000.00
091807	ROTO DOUGLAS 4TH TO 10TH	157-5700-431.40-06	CAPITAL IMPROVEMENTS	3,500.00
092006	RENO - MIDWEST TO DOUGLAS	157-5700-431.40-06	CAPITAL IMPROVEMENTS	100,000.00
231504	SPRAY PARK RELOCATION	157-5700-431.40-06	CAPITAL IMPROVEMENTS	150,000.00
571002	I-40/HUDIBURG GRANT	157-5700-431.40-06	CAPITAL IMPROVEMENTS	540,479.00
571202	N OAKS NEIGHBORHOOD PARK	157-5700-431.40-06	CAPITAL IMPROVEMENTS	29,025.00
571602	MID AMER TRAIL - MATCH	157-5700-431.40-06	CAPITAL IMPROVEMENTS	13,895.00
571603	ENG- NE10TH - DGLS POST	157-5700-431.40-06	CAPITAL IMPROVEMENTS	24,500.00
571802	POST 15TH TO 29TH 1/2 FND	157-5700-431.40-06	CAPITAL IMPROVEMENTS	80,000.00
571902	RENO MW TO DOUGLAS	157-5700-431.40-06	CAPITAL IMPROVEMENTS	200,000.00
571903	MIDWEST BLVD SURVEY	157-5700-431.40-06	CAPITAL IMPROVEMENTS	35,000.00
572005	DISC GOLF BRIDGE	157-5700-431.40-06	CAPITAL IMPROVEMENTS	108,226.00
901903	SCIP REC TRAIL PH 2	157-5700-431.40-06	CAPITAL IMPROVEMENTS	1,805.22
572001	PROJECTS TO BE APPVD	157-5700-431.40-08	CAPITAL IMPROVEMENTS	218,424.00
				1,504,854.22
921604	ORIG SQ MILE IMPLEMENTATI	194-9210-463.40-02	29TH STREET	175,000.00
921302	RECONSTRUCT (MID-AMER/RIC	194-9210-463.40-06	29TH STREET	194,310.00
921501	SWR LINE EXT 29 & DOUGLAS	194-9210-463.40-06	29TH STREET	350,000.00
921604	ORIG SQ MILE IMPLEMENTATI	194-9210-463.40-06	29TH STREET	812,974.05
921605	NORTH OAKS PH 3	194-9210-463.40-06	29TH STREET	15,871.00
921404	CLOCK TWR CIVIC SPC CONST	194-9210-463.40-09	29TH STREET	103,800.00
921306	ORIG SQ MILE MONUMENTS	194-9210-463.40-15	29TH STREET	29,310.00
921503	ADA TRAN PLAN IMPLMNT	194-9210-463.40-15	29TH STREET	1,000.00
				1,682,265.05
102001	FIBER FOR ANIMAL SHELTER	220-1000-441.40-02	ANIMAL WELFARE	30,000.00
				30,000.00
691104	15TH - LYNN FRY TO ANDERS	269-6910-431.40-06	STREET BOND	15,456.00
691801	ROTO ANDERSON 29TH TO 15T	269-6910-431.40-06	STREET BOND	227,193.76
691802	CONTINGENCIES/OVERRUNS	269-6910-431.40-06	STREET BOND	56,965.00
692001	PROJECTS TO BE APPROVED	269-6910-431.40-08	STREET BOND	18,334.00
				317,948.76
0619G2	MULTI ATH FACILITY-P3	270-0610-452.40-07	PARK & RECREATION	6,073,675.00
0619G1	REED BBALL COMPLEX-P3	270-0610-452.40-15	PARK & RECREATION	1,849,700.00
				7,923,375.00
0919G1	STREET REPAIR - P1	270-0910-421.40-06	STREET DEPARTMENT	2,051,926.75
0919G1	STREET REPAIR - P1	270-0910-421.40-19	STREET DEPARTMENT	205,199.00
				2,257,125.75
1019G1	ANIMAL SHELTER - P4	270-1010-441.40-07	ANIMAL WELFARE	96,642.55
				96,642.55
1419G2	PUB SFTY TCH IMPRVS-P4	270-1410-414.40-02	GENERAL GOVERNMENT	22,034.90
2119G2	P25 EQUIPMENT - P4	270-1410-414.40-02	GENERAL GOVERNMENT	449,374.04
1419G1	MID-AMERICA PARK - P3	270-1410-414.40-15	GENERAL GOVERNMENT	1,752,869.00
				2,224,277.94
2119G1	EMERGENCY SIRENS- P4	270-2100-420.40-02	EMER OPERATION FUND	22,769.75

Rolled Capital Outlay Project Balances

				22,769.75
6419G2	BREATHING APRTS - P4	270-6410-422.40-02	FIRE DEPARTMENT	183,135.26
6419G3	HOSES, CMD VEH - P4	270-6410-422.40-02	FIRE DEPARTMENT	98,332.36
6419G5	POL/FIRE TRAINING- P4	270-6410-422.40-07	FIRE DEPARTMENT	287,034.00
6419G3	HOSES, CMD VEH - P4	270-6410-422.40-14	FIRE DEPARTMENT	227.00
6419G4	FS EXHAUST REMOVAL-P4	270-6410-422.40-14	FIRE DEPARTMENT	28,639.56
6419G6	FS1/HQ REMODEL- P4	270-6410-422.40-14	FIRE DEPARTMENT	687,405.00
6419G5	POL/FIRE TRAINING- P4	270-6410-491-80-40	FIRE DEPARTMENT	13,398.92
6419G6	FS1/HQ REMODEL- P4	270-6410-491-80-40	FIRE DEPARTMENT	12,831.13
				1,311,003.23
9219G1	TOWN CTR PARK - P3	270-9210-463.40-15	29TH STREET	3,986,163.00
				3,986,163.00
4719G1	JC GOLF RENOVATION-P3	271-4710-451.40-02	JOHN CONRAD REGIONAL GOLF	821,715.36
4719G1	JC GOLF RENOVATION-P3	271-4710-451.40-15	JOHN CONRAD REGIONAL GOLF	3,926,165.00
				4,747,880.36
4919G1	BOOSTER STATION RENOV-P2	271-4910-461.40-05	CAPITAL WATER IMP	5,132,023.05
				5,132,023.05
Overall Total				34,982,261.98

Rolled Capital Outlay Project Balances

Cell: N215

Comment: Christy Barron:

reduced by 3010 paid by f40 and reimbursed by fund 270

Cell: N216

Comment: Christy Barron:

Reduced by F40 payment which was reimbursed in amount of 3601.08

Cell: N217

Comment: Christy Barron:

Reduced by F40 payment in amount of 9178.87 which was reimbursed



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budgets for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments cancelled at the close of day June 30, 2020.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2020, rather than waiting until September 30, 2020. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2020-2021. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2019-2020. The lapsed encumbrances are then to be renewed effective July 1, 2020 and funded through available fund balance.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2020-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2020 TO BE MADE AVAILABLE FOR FISCAL YEAR 2020-2021; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2020-2021 TO INCLUDE THE RE-LEASED APPROPRIATIONS FROM THE FISCAL YEAR 2019-2020 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2020, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2020.

WHEREAS, the City of Midwest City (the City) has adopted the provisions of the Oklahoma Municipal Budget Act (the Act), 11 O.S., Sections 17-201 through 17-216; and

WHEREAS, the City is also subject to the provisions of Oklahoma State Statutes, 62 O.S., Sections 310.4 and 310.5, providing for treatment of unencumbered appropriations remaining at the close of each fiscal year; and

WHEREAS, 62 O.S., Section 310.4 provides that all unencumbered balances of appropriations remaining at the close of day June 30 each year may remain as a credit for that fiscal year up to the close of September 30, next, provided that no new indebtedness may be incurred after June 30 chargeable to such remaining appropriation of the immediately preceding fiscal year; and

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2020 as payable from FY 2019-2020 appropriations, renew those same commitments effective July 1, 2020, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2020-2021 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2020, rather than waiting until September 30, 2020, for these amounts to be available for supplemental appropriation into the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2020, formerly lawfully charged against and payable from FY 2019-2020 appropriations, are hereby cancelled and renewed effective July 1, 2020, to be charged against and payable from additional FY 2020-2021 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2020.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2020, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2019-2020 shall be and are hereby deemed supplemental appropriations for the 2020-2021 fiscal year effective July 1, 2020. The FY 2020-2021 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):

Departments-Divisions:		
City Attorney (010-0410)	\$	66
Community Development (010-0510)	\$	13,911
Park & Recreation (010-0610)	\$	966
Finance (010-0810)	\$	10,324
Street (010-0910)	\$	61,931
Animal Welfare (010-1010)	\$	2,151
Municipal Court (010-1210)	\$	2,201
Neighborhood Services (010-1510/30/40)	\$	10,776

Information Technology (010-1610)	\$	11,067
Emergency Management (010-1810)	\$	1,805
Swimming Pools (010-1910)	\$	2,426
Communications (010-2010)	\$	1,513
Senior Center (010-5500)	\$	626

Police Fund (020-6210):	\$	23,276
Fire Fund (040-64/10-12):	\$	65,096

Special Revenue:

General Government Sales Tax (009):		
City Manager (009-0110)	\$	6,419
Personnel (009-0310)	\$	62,170
Community Development (009-0510)	\$	95,600
Park & Rec (009-0610)	\$	5,724
Street (009-0910)	\$	592
General Government (009-1410)	\$	2,612
Neighborhood Services (009-1510/30/40)	\$	7,053
Information Technology (009-1610)	\$	17,587
Swimming Pool (009-1910)	\$	4,972
Senior Center (009-5500)	\$	15,000
Street and Alley (013-0910)	\$	73,447
Street Light Fee (015):	\$	55
Reimbursed Projects (016):		
Community Development (016-0510)	\$	7,465
Park & Rec (016-0610)	\$	45,853
General Government (016-1410)	\$	960
Public Works Administration (016-3010)	\$	38,000
Fire (016-6410)	\$	13,201
Juvenile (025-1211)	\$	305
Police Lab Fee (034-6200)	\$	1,526
Employee Activity (035-3800)	\$	89
Police Jail (036-6230)	\$	1,986
Police Impound Fees (037-6210)	\$	10,509
Welcome Center (045-7410)	\$	198
Convention & Visitors Bureau (046):		
Visitors Bureau (046-0710)	\$	3,376
Economic (046-8710)	\$	3,205
Emergency Operations (070-2100)	\$	12,882
Activity (115):		
Recreation (115-7810/12/13/15)	\$	1,993
Parks and Recreation (123):		
Park & Recreation (123-0610)	\$	28,012
Communications (123-2010)	\$	3,462
Community Dev Block Grant (141-3928/29)	\$	106,531
Grants/Housing Activities (142-37)	\$	100
Grants (143):		
Capital Improvements (143-5700)	\$	126,198
Downtown Redevelopment (194-9210)	\$	462,065
Urban Renewal (201)	\$	16,800
Animals Best Friend (220)	\$	2,493

Capital Project:

Capital Outlay Reserve (011-1410)	\$	15,388
Police Capitalization (021-6210)	\$	33,859
Fire Capitalization (041-6410)	\$	86,987
Street Tax (065):		
Streets (065-6600)	\$	107,494
Economic (065-8710)	\$	2,655

Capital Improvement (157-5700)	\$ 131,081
2018 Election G.O. Bonds (270):	
Park & Rec (270-0610)	\$ 509,648
Street (270-0910)	\$ 2,778,681
Animal Welfare (270-1010)	\$ 2,596,699
General Government (270-1410)	\$ 634,942
Fire (270-6410)	\$ 1,915,009
29 th Street (270-9210)	\$ 223,592
2018 Election G.O. Bonds Proprietary (271):	
J.C. Regional Golf (271-4710)	\$ 328,602
Capital Water Improvements (271-4910)	\$ 275,678

Internal Service:

Public Works Administration (075-3010)	\$ 63,131
Fleet Maintenance (080-2510)	\$ 44,241
Surplus Property (081-2610)	\$ 297
Risk Management (202-2910/54)	\$ 2,596
Life & Health Benefits (240-0310)	\$ 1,844

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 28th day of July, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's FY 2019-2020 financial statements in an amount not to exceed \$64,060, and, only if required, \$3,660 for each major Federal program.

The Finance Department has been in communication with Mike Gibson of RSM US, LLP concerning the audit engagement for Fiscal Year (FY) 2019-2020. The financial statements audit fee is \$64,060 and each major Federal program audit fee is \$3,660. At this time, we anticipate having either one or two major Federal programs which require an audit for FY 2019-2020; however, this could change once the numbers for FY 2019-2020 are finalized or based on the auditor's professional judgement.

It is recommended that the attached engagement letters be approved for audit services so staff can begin working with auditors to complete the FY 19-20 audit in accordance with state statutes.

Christy Barron
Finance Director

Attachments: Audit Engagement Letter
Required Communications Letter

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit and the effect of uncorrected misstatements, if any, on the financial statements, forming the opinion in our report on the financial statements, and determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance informational needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Significant Risks of Material Misstatement

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified and assessed risk of material misstatement that, in our professional judgment, requires special audit consideration. As part of our risk assessment procedures, we identified management override of controls and revenue recognition related to revenues pledged to secure outstanding debt as significant risks. Additional significant risks may be identified as we perform additional audit procedures.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the City of Midwest City's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal control. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Guidance)*.

We will issue reports on compliance with laws, statutes, regulations, and the terms and conditions of federal awards. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements and other responsibilities imposed by state and federal statutes and regulations and assumed contracts, and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards identified above.

Timing of the Audit

We will perform planning and interim procedures beginning August 2020. Year end audit procedures will primarily be performed in October and November 2020. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

Closing

This communication is intended solely for the information and use of the City Council of the City of Midwest City, and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the City of Midwest City.

RSM US LLP

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds include:

General Fund
Police Fund
Fire Fund
Midwest City Hospital Authority
2018 GO Bond CIP

Grant Fund
Park & Recreation Fund
Technology Fund
Police Impound Fund
Police Special Projects Fund
Convention/Visitor's Bureau Fund
Urban Renewal Authority
General Government Sales Tax Fund
Downtown Development Authority
Dedicated Tax 2012 Fund
Sales Tax Capital Improvement Fund
Capital Outlay Reserve Fund

Juvenile Fund
Emergency Operations Fund
Welcome Center Fund
Street & Alley Fund
Police Lab Fee Fund
Sooner Rose TIF Fund
Economic Development Authority
Street Light Fee
2002 Street Project Fund
2018 GO Bond Proprietary
Capital Improvement Fund
GO Debt Service Fund

Enterprise Funds include:

Midwest City Municipal Authority

Internal Service Funds – Public Works Administration, Fleet Services Fund, Surplus Property Fund, Risk Management Fund, L&H Benefits Fund, and Worker's Comp Fund

City management will inform us of any new funds that have been created.

The City's blended component unit whose financial statements you have told us are to be included as part of the City's basic financial statements is the Midwest City Municipal Authority. The City has no discrete component units that are required to be included in the City's basic financial statements.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

If required, we are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The City is a recipient of in Federal programs funded by various Federal agencies, including, but not limited to:

- U.S. Department of Housing and Urban Development
- U.S. Department of Homeland Security
- U.S. Department of Transportation
- U.S. Department of Justice
- Environment Protection Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2019 through June 30, 2020, by August 15, 2020. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 15, 2020.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

If the audit is also required to be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d)

compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing The City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the City of Midwest City and its management and the City Council to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US LLP, its partners, and employees from all claims, liabilities, losses and cost arising in circumstances where there has been a knowing misrepresentation by a member of the City of Midwest City's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

City of Midwest City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Tim Lyon, City Manager, and Christy Barron, Finance Director. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 27, 2020.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-

party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

Parties' Understandings Concerning Situation Around COVID-19

RSM US LLP and the City acknowledge that at the time of the execution of this arrangement letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM US LLP has restricted its employees from travel and onsite work, whether at a client facility or RSM US LLP facility, to protect the health of both RSM US LLP's and its clients' employees. Accordingly, to the extent that any of the services described in this arrangement letter requires or relies on RSM US LLP or the City personnel to travel and/or perform work onsite, either at the City's or RSM US LLP's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM US LLP and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM US LLP's or the City's sole discretion. RSM US LLP and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM US LLP and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. RSM US LLP will obtain the City's prior written approval (email will be sufficient) for any increase in the cost of RSM US LLP services that may result from the situation surrounding COVID-19.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Interim billings will be submitted as work progresses and are payable upon presentation.

Our professional fees and timely completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement
- f. The number of major funds / opinion units in the City's financial statements is not greater than the number of opinion units in 2017.

Our professional fees for the services described in this letter will be as follows:

- Audit of financial statements \$ 64,060
- Uniform Guidance compliance audit \$ 3,660 per Major Program

In the event you terminate this engagement, you will pay RSM US LLP for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by RSM US LLP through the effective date of termination.

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Other factors that could cause an adjustment to the professional fees include new major funds or component units not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, RSM US LLP may, at its sole discretion, terminate this arrangement letter without further obligation to the City. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for RSM US LLP to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP.

The audit documentation for this engagement is the property of RSM US LLP and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our Firm.

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

1. If applicable, a report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2019.
2. Reports on internal control related to the financial statements, and, if applicable, major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program (if a Single Audit is required);
4. An accompanying schedule of findings and questioned costs.

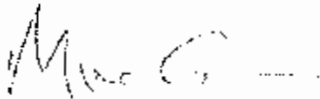
Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective

as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Midwest City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties. Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", with a horizontal line extending to the right.

Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Finance Director

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



Report on the Firm's System of Quality Control

To the Partners of RSM US LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, audits of broker-dealers and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

BKD, LLP

December 5, 2019





Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
720 Leigh Farm Road
Durham, NC 27707-3110

December 12, 2019

Joseph Adams
RSM US LLP
1 S Wacker Dr Ste 800
Chicago, IL 60606

Dear Joseph Adams:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

Michael Fawley
Chair, National PRC
nprc@aicpa.org
+1.919.402.4502

National Peer Review Committee

cc: Gary Schafer, John Edwardson

Firm Number: 900010046712

Review Number: 570673



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

TO: Honorable Mayor and City Council

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of resolution to renew Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2020-2021. (Finance – C. Barron)

The sales tax agreement for the Series 2011A and Series 2019 bond issues must be renewed each year. Attached is a resolution to renew the agreement for fiscal year 2020-2021.

Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds. Therefore, staff recommends approval.

Christy Barron
Finance Director

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE SALES TAX AGREEMENT REQUIRED BY THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011A, AND CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2019.

WHEREAS, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated November 1, 2011 and April 1, 2019, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2019, and Capital Improvement Revenue Bonds, Series 2011A, respectively, and other obligations of the Authority as therein provided; and

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2020 through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. The Sales Tax Agreements dated November 1, 2011 and April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2021.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma this 28th day of July, 2020.

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this 28th day of July, 2020.

Heather Poole, City Attorney



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

TO: Honorable Mayor and City Council

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of resolution to renew Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2020-2021. (Finance – C. Barron)

The projects agreement for the bonds issued to fund the Sooner Rose TIF District must be renewed each year. Attached is a resolution to renew the agreement for fiscal year 2020-2021.

Expiration or termination of the projects agreement constitutes a default event under the terms of our bond. Therefore, staff recommends extension of agreement.

Christy Barron
Finance Director

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE PROJECTS AGREEMENT REQUIRED BY THE TAX APPORTIONMENT REFUNDING BONDS, TAXABLE SERIES 2018.

WHEREAS, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Memorial Hospital Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Projects Agreement (hereinafter called the "Agreement"), dated May 24, 2018, whereby the City agrees, subject to availability and appropriation of funds, to make payments from available funds on or before the 20th day preceding any interest payment date and any date that principal of the bonds is due and any other dates as determined by the Authority, to the Trustee on behalf of the Authority for immediate deposit in the Authority's Bond Fund created under the Tax Apportionment Refunding Bonds, Taxable Series 2018 Indenture (hereinafter called the "Indenture"). Consistent with the previous sentence, the City further agrees to promptly undertake the actions required to obtain any such appropriation at such time as will allow the City to make Project Payments when due. All such Project Payments shall be used as set forth in the Indenture and shall be in such amounts as are necessary for the payment when due of (a) principal of and interest on the Tax Apportionment Refunding Bonds, Taxable Series 2018 coming due at such time, and (b) all other amounts due under the Indenture; and

WHEREAS, it is necessary that such Agreement be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2020 through June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION 1. The Projects Agreement dated May 24, 2018, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2021.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma this 28th day of July, 2020.

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this 28th day of July, 2020.

Heather Poole, City Attorney



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: July 28, 2020

RE: Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of June 2020 which is the twelfth (12) period of the FY 2019/2020.

Troy Bradley, Human Resources Director

FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169	734,359	715,169	723,236	970,288	715,536	649,274	675,554	732,160
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348	3,374,185	4,049,022	4,723,859	5,398,696	6,073,533	6,748,369	7,423,205	8,098,041
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647	3,320,007	4,035,176	4,758,412	5,728,700	6,444,236	7,093,510	7,769,064	8,501,224
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761	893,068	996,518	825,669	776,712	849,727	629,694	538,458	736,771
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708	3,377,407	4,105,062	4,745,761	5,386,460	6,114,115	6,754,813	7,395,511	8,036,209
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965	3,737,033	4,733,551	5,559,220	6,335,932	7,185,659	7,815,353	8,353,811	9,090,582
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592	-158,708	-281,349	-102,433	193,576	-134,191	19,580	137,096	-4,611
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360	-3,222	-56,040	-21,902	12,236	-40,582	-6,444	27,694	61,832
Actual (YTD)	-19,240	-39,917	-234,726	-258,318	-417,026	-698,375	-800,808	-607,232	-741,423	-721,843	-584,747	-589,358
FISCAL YEAR 2018-2019	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
PLAN INCOME												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
PLAN CLAIMS/ADMIN COSTS	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
Projected Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
EXCESS INCOME vs. EXPENDITURES	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

June 12/FY 2020: \$1,517,977
 June 12/FY 2019: \$2,111,500
 June 12/FY 2018: \$2,211,577
 June 12/FY 2017: \$1,804,708

**FY19-20 CHANGE TO 24 PAY PERIODS FROM 26
 2 EACH MONTH**

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



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Director of Economic Development

DATE: July 28, 2020

SUBJECT: Discussion and consideration of approving the Fiscal Year 2019 - 2020 Annual Report and directing its filing with the Mayor and City Council of the City of Midwest City.

On July 23, 2020, the Midwest City Urban Renewal Authority met. At that meeting the commissioners reviewed and approved the fiscal year 2019-20 report and directed that it be filed with you as required by Title 11, Section 38-107 of the Oklahoma Statutes. That report was filed in the City Clerk's Office on the 23rd and this item is on the agenda for you to accept its filing as a matter of record. A copy of the report is attached for your review.

Staff recommends approval.

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

Robert B. Coleman
Director of Economic Development

MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION

BALANCE SHEET

As of and for the Year Ended June 30, 2020

<u>Assets</u>	
Cash	<u>\$ 81,862.12</u>
<u>Liabilities</u>	<u>-</u>
<u>Fund Balance</u>	<u>\$ 81,862.12</u>

**MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION**

Governmental Funds Statement of Changes in Fund Balances

As of and for the Year Ended June 30, 2020

Revenue:

Sooner Town - Participation	50,500.00
Investment Interest	\$ 805.55
Total Revenues	<u>51,305.55</u>

Expenditures:

Land	(5,640.00)
Total Expenditures	<u>(5,640.00)</u>

Revenue over (under) expenditures 45,665.55

Net change in fund balance 45,665.55

Fund balance - beginning of year 36,196.57

Fund balance - ending of year \$ 81,862.12

201 URBAN RENEWAL AUTHORITY

		DEBITS	CREDITS
<hr/>			
ASSETS			
101.00-00	CASH / GROSS REVENUE ACCOUNT	81,862.12	
	TOTAL ASSETS		\$1,862.12
LIABILITIES			
	TOTAL LIABILITIES		.00
FUND EQUITY			
245.00-00	EQUITY / RESERVED FOR ENCUMBRANCES		16,800.00
	FUND BALANCE		65,062.12
	TOTAL FUND EQUITY		81,862.12
	TOTAL LIABILITIES AND FUND EQUITY		81,862.12

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** \$REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** \$REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
03 05	SOONER OWN IV PARTICIPAT	4,600	.00		55,200	50,500.00	92	55,200	4,700.00
341	** GENERAL GOVERNMENT	4,600	.00		55,200	50,500.00	92	55,200	4,700.00
340	*** CHARGES FOR SERVICES	4,600	.00		55,200	50,500.00		55,200	4,700.00
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	100	56.18	56	1,079	805.55	75	1,079	273.45
361	** INTEREST	100	56.18	56	1,079	805.55	75	1,079	273.45
360	*** INTEREST REVENUE	100	56.18		1,079	805.55		1,079	273.45
390	TRANSERS IN								
391	OPERATING								
391	** OPERATING	0	.00		0	.00		0	.00
390	*** TRANSERS IN	0	.00		0	.00		0	.00
FUND TOTAL URBAN RENEWAL AUTHORITY		4,700	56.18		56,279	51,305.55		56,279	4,973.45
GRAND TOTAL		4,700	56.18		56,279	51,305.55		56,279	4,973.45

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL						ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BEGT
FA	FILE	ORIG	*****CURRENT*****			*****YEAR TO DATE*****						
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	\$EXP	BUDGET	ACTUAL	\$EXP				
46		ECONOMIC DEVELOPMENT										
466		URA										
	30	OTHER SERVICES AND CHARGE										
	30 44	ADMN/PROFESSIONAL SVCS	4200	.00	0	16800	.00	0	16800.00	16800	.00 100	
	30 **	OTHER SERVICES AND CHARGE	4200	.00	0	16800	.00	0	16800.00	16800	.00 100	
	40	CAPITAL OUTLAY										
	40 09	LAND	15086	.00	0	20727	5640.00	27	.00	20727	15087.00 27	
	40 **	CAPITAL OUTLAY	15086	.00	0	20727	5640.00	27	.00	20727	15087.00 27	
466	** **	URA	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	
46	** **	ECONOMIC DEVELOPMENT	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	
DIV	9310	TOTAL ***** URBAN RENEWAL	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	
DEPT	93	TOTAL ***** URBAN RENEWAL	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	
FUND 201		TOTAL ***** URBAN RENEWAL AUTHORITY	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	
GRAND		TOTAL *****	19286	.00	0	37527	5640.00	15	16800.00	37527	15087.00 60	



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

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: July 28, 2020

SUBJECT: Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 20-21: The Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month and the utility bill production agreement with Dataprose, LLC, at current rates

Pitney Bowes, renewal of the present lease agreement passed January 12, 2016.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 20-21. Staff has been pleased with the service and the cost has been less than originally projected.

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

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

Sara Hancock, City Clerk

Attachment



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

July 1, 2020

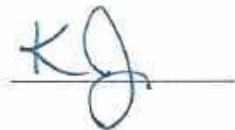
Pitney Bowes, Inc
Attn: Kimberly Jackson
9705 N Broadway
Suite 150
Oklahoma City, OK 73114

PB Connect + Series Mail Machine lease agreement dated January 12, 2016

It is time to re-new the city of Midwest City's contracts for FY 20/21 that will begin on July 1, 2020. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

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

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

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

Sign: Kim Jackson Title: Sales Manager Date: 7/9/20

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

CITY OF MIDWEST CITY

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Billing Address: Street	City	State	Zip+4
		21859714863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Installation Address (If different from billing address): Street	City	State	Zip+4
		21859714863	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	<input checked="" type="checkbox"/> Equipment Maintenance(Included with your payments for the initial term) <i>Provides service coverage including certain parts and labor</i>
1	Connect+ 1000 Series	<input type="checkbox"/> Software Maintenance (1st year included) <i>Provides revision updates and technical assistance</i>
1	Connect+ Series Meter w/PP (NTF)	<input checked="" type="checkbox"/> Soft-Guard® Subscription (Included with your meter rental) <i>Provides postal and carrier updates</i>
1	130 LPM Feature	
1	5 lb Interfaced Weighing	
1	Connect+ Analytics (Max 100 Accounts)	
1	10 in. Display – Standard Apps Center	
1	Connect+ Mono Printer	<input checked="" type="checkbox"/> IntelliLink® Subscription/Meter Rental <i>Provides simplified billing and includes () resets per year</i>
1	Connect+ Drop Stacker	<input type="checkbox"/> Confirmation Services <i>Electronic access to postal confirmation services</i>
1	pbSmartPostage Free	<input checked="" type="checkbox"/> Purchase Power® <i>Receive an invoice for postage, consolidated billing and enhanced management reporting information.</i>
1	IntelliLink Subscription	
1	15lb Scale Platform/Stand	

Your Payment Plan

Number Of Months	Monthly Amount *	() Required advance check of \$() received
First 60	\$ 248.55	Tax Exempt# State Tax (if applicable)
(*Does not include any applicable taxes)		() Tax Exempt Certificate Attached
		() Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

<i>Jay Dee Collins</i>	1-12-16	ITSW1008
Customer Signature	Date	State's/Entity's Participating Addendum #
Jay Dee Collins	Mayor	
Print Name	Title	Email Address

Sales Information

Kimberly Jackson	059	
Account Rep Name	District Office	PBGFS Acceptance
Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000		



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

July 1, 2020

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

Dataprose Production Agreement dated 8/12/14

It is time to re-new the city of Midwest City's contracts for FY 20/21 that will begin on July 1, 2020. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

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

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

Sign: Title: COO Date: 7/8/2020

Schedule 1.0 – Fees for Goods & Services

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

Schedule 2.0 – Postage Escrow

Postage Escrow (Based on two (2) months estimated volume – 42,000 statements x \$0.381)	\$16.002	(2 months @ .381)
---	----------	-------------------

Schedule 3.0 – Performance Guarantee

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

Schedule 3.1 – Determination Date

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

Schedule 3.2 – Approval and/or Business Rule Exception

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

Client:  DataProse: 



Fleet Services
8730 SE 15th Street
Midwest City, OK 73110
cdavis@midwestcityok.org
Office: 405.739.1035
www.midwestcityok.org

TO: Mayor and Council
FROM: Craig Davis, Fleet Services
Date: July 28, 2020
Subject: Discussion and consideration of extending the award of the bid for entering into a contract for an onsite turnkey vehicle and equipment parts operation.

On Tuesday, May 26, 2020 the City of Midwest City opened bids for an onsite turnkey vehicle and equipment parts operation. Bids were submitted by NAPA / Genuine Parts Company and O'Reilly's Auto Parts Company. The contract will be in effect from July 1, 2020 until June 30, 2021 with provisions to renew for four (4) additional twelve-month periods. The inventory of unused parts that needs to be purchased by the lowest bidder is still ongoing and therefore the City would request another thirty (30) days to complete that requirement of the bid specifications.

In FY2020-2021 the Fleet Services Department expects to spend approximately \$800,000 for replacement parts, oils and lubricants through this contract. The Fleet Services Department uses these products to service and repair City owned vehicles and equipment.

Respectfully,

Craig Davis

Craig Davis, Fleet Services



Public Works Administration

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

Public Works Director
pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer
pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 28 July 2020

Subject: Discussion and consideration to approve awarding the bid to and entering into a contract with Bergkamp Inc. for one (1) new Bergkamp FP5 Truck Mounted Flameless Pothole Patcher in the amount of \$201,259.

Bids were received and opened on 9 June 2020 at 2:00 PM for one (1) Truck Mounted Flameless Pothole Patcher. There were four (4) bids received and Bergkamp provided the cheapest bid that met all of the required specifications. We recommend awarding the bid to Bergkamp Inc. to include option 1 and 2, for a total of \$201,259. Funding for the purchase was budgeted, appropriated, and is ready to be encumbered after approval.

Action is at the discretion of the Mayor and Council.

Respectfully,

R. Paul Streets
Public Works Director

Attached: Bid Tabulation Sheet

Bid Tabulation

One (1) New Truck Mounted Flameless Pothole Patcher

Opened: June 9, 2020

Amount:

Bergkamp Inc.	2020 Bergkamp FP5	
Attn: Jennifer Straus	2021 Peterbilt 337	\$193,164
3040 Emulsion Drive, Salina, KS 67401	Option 1:	\$3,365
jennifers@bergkampinc.com	Option 2:	\$4,730
785-825-1375	Option 3:	Included at no extra charge

J & R Equipment	2020 PB Loader AC-5, Electric	
Attn: Rodney Womack	2021 Peterbilt 337	\$208,366
25 N. Council Road, Ste C	Option 1:	\$8,435
Oklahoma City, OK 73127	Option 2:	\$2,813
(405) 495-5110	Option 3:	No Bid
(405) 495-5112 fax		
rwomack@jrequip.net		

***Alt Bid:	2020 PB Loader AC-5, LP Powered	
	2021 Peterbilt 337	\$195,251
	Option 1:	\$8,435
	Option 2:	\$2,813
	Option 3:	No Bid

Rush Truck Center	2020 H.D. Industries Pro-Patch TCM 500-80 AEA	
Attn: Bill Duncan	2021 Peterbilt 337	\$156,720
8700 West I-40	Option 1:	\$4,940
Oklahoma City, OK 73128	Option 2:	\$2,695
(405) 782-3500	Option 3:	No Bid
Fax: 782-9610		

Options Section

Option one: Pavement Breaker System

Option two: Vibratory Plate Compactor

Option three: Telematic System

Invitation for Sealed Bids

CITY OF MIDWEST CITY
100 N. MIDWEST BOULEVARD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter. Please see instructions on next page.

Published In

THE JOURNAL RECORD

Date Advertised:

Friday, May 15, 2020

Bids must be in the Office of the City Clerk by: **Tuesday, June 9, 2020, no later than 2:00 P.M.**
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price
NEW TRUCK MOUNTED FLAMELESS POTHOLE PATCHER	ONE (1)	193,164 ⁰⁰
	ADDITIONAL COST FOR OPTION ONE:	3,365 ⁰⁰
	ADDITIONAL COST FOR OPTION TWO:	4,730 ⁰⁰
	ADDITIONAL COST FOR OPTION THREE: <i>Standard on all FPS's</i>	-0-

THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms and conditions attached to this sheet as "Agreement By Bidder."

DELIVERY WILL BE MADE IN See Attached DAYS OR LESS FROM DATE OF ORDER. DATED THIS 1ST DAY OF JUNE, 2020.

FIRM Bergkamp Inc BY James A. Orsano
ADDRESS 3040 Emulsion Dr TITLE SALES Project Manager
SALINA, KS 67401

Accepted by the City Council this _____ day of _____, 2020.

Matthew D. Dukes, II, Mayor

Sara Hancock, City Clerk

Approved as to form this _____ day of _____, 2020.

Heather Poole, City Attorney



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee, Assistant Director
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: July 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, LLC in the amount of \$640.00, respectively.

The one year maintenance bonds from Commercial Construction Services, LLC are for the water line improvements constructed for the Country Estates Baptist Church on South Midwest Boulevard.

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

Bond Number CBB0054266

KNOW ALL BY THESE PRESENTS that we, COMMERCIAL CONSTRUCTION SERVICES, LLC
as Principal, and NATIONAL AMERICAN 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 SIX HUNDRED FORTY AND NO/100S dollars
(\$ 640.00*****), such sum being not less than ten percent (10%) of the total contract price to
construct or install PUBLIC WATER & SEWER UTILITIES FOR COUNTRY ESTATES BAPTIST CHURCH, 1000 S MIDWEST BLVD., MIDWEST CITY
"Improvement", for a period of ONE years after acceptance of the Improvement by the
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and COUNTRY ESTATES BAPTIST CHURCH, dated the 07TH day of
FEBRUARY, 20 19, 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 29th day of MARCH, 20 19.

COMMERCIAL CONSTRUCTION SERVICES, LLC

Principal

By [Signature]

NATIONAL AMERICAN INSURANCE COMPANY

Surety

By [Signature]
VICKY COURTNEY Attorney in Fact

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
Secretary

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20 ____.

City Clerk

Mayor



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee, Assistant Director
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: July 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$847.70, respectively.

The one year maintenance bonds from Godfrey & Company Site Utility Contractor, LLC are for the water line improvements constructed for the Village at Rose State, Phase 2 located on Hudiburg Drive.

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

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc. 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 Eight hundred forty-seven dollars and 70/100-- dollars (\$ 847.70), such sum being not less than ten percent (10%) of the total contract price to construct or install Water Improvements for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 15th day of July, 2019, 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 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:
Donna Godfrey
Secretary

By Robert Godfrey

Granite Re, Inc.
Surety

ATTEST:
Atthey Combs
Secretary

By Jamie Burris
Jamie Burris, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee, Assistant Director
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: July 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$697.00, respectively.

The one year maintenance bonds from Godfrey & Company Site Utility Contractor, LLC are for the storm sewer line improvements constructed for the Village at Rose State, Phase 2 located on Hudiburg Drive.

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

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc., 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 Six hundred ninety-seven dollars and no/100- dollars (\$ 697.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Storm Sewer for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 15th day of July, 2019, 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 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:

Secretary

ATTEST:

Secretary

Granite Re, Inc.
Surety

By Jamie Burris, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061

Patrick Menefee, Assistant Director
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: July 28th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$1267.00, respectively.

The one year maintenance bonds from Godfrey & Company Site Utility Contractor, LLC are for the sewer line improvements constructed for the Village at Rose State, Phase 2 located on Hudiburg Drive.

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

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One thousand, two hundred sixty-seven dollars and no/100 dollars (\$ 1,267.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Sanitary Sewer for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 15th day of July, 2019, 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 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:

Anna Godfrey
Secretary

By Robert Godfrey

Granite Re, Inc.
Surety

ATTEST:
Cathy Combs
Secretary

By Jamie Burris
Jamie Burris, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2020-21 with the City of Choctaw, the City of Nicoma Park, the City of Harrah, Town of Forest Park and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$60.00 per day, plus a \$30.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. If an inmate is held less than 11 hours, the cities will be charged \$2.50 per hour.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Choctaw, the City of Nicoma Park, the City of Harrah, the Town of Forest Park and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a new rate of \$60.00 per day, plus a \$30.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. If the inmate is held less than 11 hours, the cities will be charged \$2.50 per hour. The terms of the agreement shall be from July 1, 2020 through June 30, 2021.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreements

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2020** by and between the **Town of Forest Park**, Oklahoma a municipal corporation (hereinafter referred to as "Forest Park"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2020 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2021**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

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

3. Definitions.

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

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

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

5. Termination.

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

6. Compensation.

- A. Forest Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Forest Park agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Forest Park prisoner or hold for municipal/state prisoner per day the Forest Park prisoner or hold for municipal/state prisoner is held on behalf of Forest Park. A booking fee of thirty dollars (\$30.00) shall be assessed to each Forest Park prisoner upon entry into the jail. If the Forest Park prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Forest Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Forest Park municipal ordinances or Oklahoma state statutes, or otherwise held for Forest Park police.
- B. Midwest City agrees to prepare and submit to Forest Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Forest Park agrees to use due

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

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

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

8. Custody.

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

the presentation of the necessary documentation to book a prisoner into the Jail.

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

9. Medical Care.

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

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

10. Severable Liability.

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

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

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

With a copy to police chief:

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

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

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

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

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

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

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

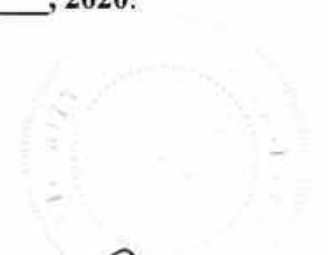
18. Security. Forest Park personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Forest Park to the same extent as Forest Park safeguards its own information of like kind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

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

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

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

PASSED AND APPROVED by the mayor and council of the City of Forest Park, Oklahoma on the 30 day of June, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the 30 day of June, 2020.



Town of Forest Park

Zachary Cobb
Mayor

Attest:

Carolyn Pendawis
City Clerk

Approved as to form and legality this 30 day of June, 2020.

[Signature]
City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Heather Poole, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2020** by and between the **City of Choctaw**, Oklahoma a municipal corporation (hereinafter referred to as "Choctaw"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2020 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2021**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.
 - a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

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

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

3. Purpose.

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

4. Termination.

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

5. Compensation.

- A. Choctaw's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Choctaw agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Choctaw prisoner or hold for municipal/state prisoner per day the Choctaw prisoner or hold for municipal/state prisoner is held on behalf of Choctaw. A booking fee of thirty dollars (\$30.00) shall be assessed to each Choctaw prisoner upon entry into the jail. If the Choctaw prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Choctaw prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Choctaw municipal ordinances or Oklahoma state statutes, or otherwise held for Choctaw police.
- B. Midwest City agrees to prepare and submit to Choctaw monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Choctaw agrees to use due

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

6. Services.

- A. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:
- B. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Choctaw prisoners or hold for municipal/state prisoners.
- C. Midwest City shall permit Choctaw law enforcement officers and Choctaw's agents, in the pursuance of their official duties, as approved by the Choctaw chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Choctaw assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- D. Midwest City shall allow Choctaw access, at all times, to Choctaw prisoners or hold for municipal/state prisoners. Choctaw assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Choctaw until such time as they are returned to the Jail by Choctaw.
- E. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Choctaw prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Choctaw agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Choctaw prisoners or hold for municipal/state prisoners when so required by the Choctaw Police Department.

7. Custody.

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

presentation of the necessary documentation to book a prisoner into the Jail.

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

8. Medical Care.

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

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

9. Severable Liability.

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

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

If to Choctaw: City Clerk
City of Choctaw
2500 North Choctaw Road
P.O. Box 567
Choctaw, Oklahoma 73020-0567

With a copy to police chief: Chief of Police
City of Choctaw
13240 N.E. 23rd Street
P.O. Box 567
Choctaw, Oklahoma 73020-0567

If to Midwest City: City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

With a copy to police chief: Chief of Police
City of Midwest City

100 North Midwest Boulevard
Midwest City, Oklahoma 73110

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

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

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

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

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

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

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

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


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

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

PASSED AND APPROVED by the mayor and council of the City of Choctaw, Oklahoma on this 21 day of April, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2020.


City of Choctaw

Attest:



Randy Ross, Mayor





Amanda Valent, City Clerk



Ray Vincent, City Attorney

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

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Heather Poole, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2020** by and between the **City of Nicoma Park**, Oklahoma a municipal corporation (hereinafter referred to as "Nicoma Park"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2020 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2021**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

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

3. Definitions.

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

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

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

5. Termination.

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

6. Compensation.

- A. Nicoma Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Nicoma Park agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Nicoma Park prisoner or hold for municipal/state prisoner per day the Nicoma Park prisoner or hold for municipal/state prisoner is held on behalf of Nicoma Park. A booking fee of thirty dollars (\$30.00) shall be assessed to each Nicoma Park prisoner upon entry into the jail. If the Nicoma Park prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Nicoma Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Nicoma Park municipal ordinances or Oklahoma state statutes, or otherwise held for Nicoma Park police.
- B. Midwest City agrees to prepare and submit to Nicoma Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Nicoma Park agrees to use due

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

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

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

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Nicoma Park to Midwest City upon Nicoma Park's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Nicoma Park's financial responsibility for Nicoma Park prisoners and hold for municipal/state prisoners shall

begin upon the presentation of the necessary documentation to book a prisoner into the Jail.

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

9. Medical Care.

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

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

10. Severable Liability.

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

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

If to Nicoma Park:	City Clerk City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
With a copy to police chief:	Chief of Police City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

With a copy to police chief:

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the mayor and council of the City of Nicoma Park, Oklahoma on the 7th day of April, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2020.



City of Nicoma Park

Attest:

Brian Stang
Mayor

Beverly Ann Marner
City Clerk

Approved as to form and legality this 1st day of April, 2020.

[Signature]
City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Heather Poole, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2020** by and between the **City of Harrah**, Oklahoma a municipal corporation (hereinafter referred to as "Harrah"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2020 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2021.** Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

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

3. Definitions.

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

Harrah municipal charge(s) or Harrah municipal conviction(s), or otherwise held at the request of Harrah police.

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

4. Termination.

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

5. Compensation.

- A. Harrah's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Harrah agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Harrah prisoner or hold for municipal/state prisoner per day the Harrah prisoner or hold for municipal/state prisoner is held on behalf of Harrah. A booking fee of thirty dollars (\$30.00) shall be assessed to each Harrah prisoner upon entry into the jail. If the Harrah prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Harrah prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Harrah municipal ordinances or Oklahoma state statutes, or otherwise held for Harrah police.
- B. Midwest City agrees to prepare and submit to Harrah monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Harrah agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

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

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

7. Custody.

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

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

8. Medical Care.

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

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

9. Severable Liability.

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

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

- If to Harrah: City Clerk
City of Harrah
19625 N.E. 23rd Street
P.O. Box 636
Harrah, Oklahoma 73045
- With a copy to police chief: Chief of Police
City of Harrah
19625 N.E. 23rd Street
P.O. Box 636
Harrah, Oklahoma 73045
- If to Midwest City: City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
- With a copy to police chief: Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

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

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

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

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

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

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

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

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

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

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

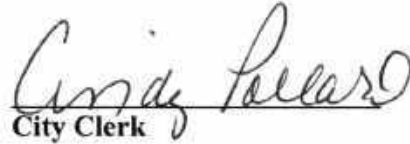
PASSED AND APPROVED by the mayor and council of the City of Harrah, Oklahoma on the 18th day of May, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2020.

City of Harrah



Mayor

Attest:



City Clerk

Approved as to form and legality this 18 day of May, 2020.



City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Heather Poole, City Attorney

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2020** by and between the **Town of Jones**, Oklahoma a municipal corporation (hereinafter referred to as "Jones"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2020 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2021**. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

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

3. Definitions.

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

Jones municipal charge(s) or Jones municipal conviction(s), or otherwise held at the request of Jones police.

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

5. Termination.

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

6. Compensation.

- A. Jones's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Jones agrees to pay Midwest City sixty dollars (\$60.00) per day or \$2.50 per hour, prorated to the closest hour interval, per Jones prisoner or hold for municipal/state prisoner per day the Jones prisoner or hold for municipal/state prisoner is held on behalf of Jones. A booking fee of thirty dollars (\$30.00) shall be assessed to each Jones prisoner upon entry into the jail. If the Jones prisoner is held longer than eleven (11) hours, the thirty dollar (\$30.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Jones prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Jones municipal ordinances or Oklahoma state statutes, or otherwise held for Jones police.
- B. Midwest City agrees to prepare and submit to Jones monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Jones agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as

may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

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

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Jones to Midwest City upon Jones's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Jones's financial responsibility for Jones prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Jones prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Jones for the posting of bonds for those persons charged with violations of

Jones ordinances. All fines/bonds will be posted with the Jones municipal court clerk. Jones will be responsible for authorization of all own-recognition bonds on Jones prisoners. Jones municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.

- D. Midwest City agrees to release Jones prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Jones's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Jones prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

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

10. Severable Liability.

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

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

If to Jones:	Town Clerk Town of Jones P.O. Box 720 Jones, Oklahoma 73049
With a copy to police chief:	Chief of Police Town of Jones P.O. Box 720 Jones, Oklahoma 73049
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110
With a copy to police chief:	Chief of Police City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the mayor and council of the City of Jones, Oklahoma on the 9th day of June, 2020 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2020.

Town of Jones

Attest:

Ray Popford
Mayor

Jimmy Wilcox
City Clerk

Approved as to form and legality this 9th day of June, 2020.

Joseph R. [Signature]
City Attorney

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Heather Poole, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of entering into an agreement with the Safe Haven Clinic (Spencer and Oklahoma City locations) to perform veterinary services associated with the Adopt-A-Pet program and additional services on an as-needed basis as determined by the City of Midwest City for fiscal year 2020-2021.

With this agreement, the Safe Haven Clinic in Spencer and Oklahoma City will perform veterinary services associated with the City's Adopt-A-Pet program for fiscal year 2020-2021. In addition, they will perform additional services on an as needed as determined by the City of Midwest City. The contract stipulates all services and pricing.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Agreements

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

This agreement, made and entered into this 8 day of June, 2020, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Safe Haven Animal Clinic** located at 5027 N. Spencer Road, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this 8 day of June, 2020, and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$10.00 per animal, a rabies vaccination, given at the time of sterilization.
2. Second Party agrees to perform sterilization of any dog/cat for a fee of \$45.00 per dog, \$35.00 per female cat and \$25.00 per male cat. This service is to be performed on date agreed upon by both parties.
3. Second Party agrees to perform exploratory surgery for a fee of \$45.00 for any male dog found to be Cryptorchidic.
4. Second Party agrees to charge first party for the following additional services on an as-needed basis; and only at the approval of the first party **BEFORE** service is rendered:
 - (a.) Hernia repair \$35.00
 - (b.) DHPP (dog) Vaccination \$8.00
 - (c.) Bordatella Vaccination \$15.00
 - (d.) Heartworm Test \$15.00
 - (e.) Pain Medication \$10.00
 - (f.) FVCR (cat) \$8.00
 - (g.) Ear tip \$5.00
 - (h.) E-collar \$10.00
 - (i.) Nails \$8.00

- (j.) Dewormer \$9.00
- (k.) Topical flea/tick \$10.00
- (l.) Steroid injection \$30.00
- (m.) Health certificate \$25.00
- (n.) Antibiotics \$24.00

4. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement. Second Party can deny continued veterinary services for First Party if previously rendered and invoiced services are unpaid beyond a sixty (60) day period.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
6. The terms of this contract shall be for the **1st day of July, 2020, through the 30th day of June, 2021.**

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

City of Midwest City

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Heather Poole, City Attorney

Safe Haven Clinic

Safe Haven Clinic
Second Party

Approved by Safe Haven Clinic Second Party, on this 8 day of
June, 2020.



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of renewing the agreements with the City of Choctaw, the City of Nicoma Park, City Harrah, Town of Forest Park and 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 for fiscal year 2020-21.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the City of Choctaw, the City of Nicoma Park, City of Harrah and the Town of Forest Park and the Town of Jones may bring to Midwest City's animal welfare facility for fiscal year 2020-21. An intake rate has been established at \$240.00 per dog or cat being held up to seven days.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreements

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

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Choctaw**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are 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 upon proof of sufficient ownership, it shall release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- 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:
 - 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, 2020 through June 30, 2021**). 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.

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

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Nicoma Park**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
 - c. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.
6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.
7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.
8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.
9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:
 - a. a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
 - b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollar (\$20.00) disposal fee for any dead/euthanized animal Municipality wishes Midwest City to dispose of. This includes animals Midwest City deems euthanized after no reclamation or adoption.
 - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
 - e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulate animals (D/A).
 - f. Midwest City staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. Municipality agrees that euthanasia of healthy animals is not at the discretion of the officer/representative delivering the animal and Midwest City can refuse service should this become an issue.
- 10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.
 - 11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.
 - 12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.
 - 13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.
 - 14. Midwest City shall have the right to refuse any animal due to health or overcrowding.
 - 15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.
17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.
18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination, de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.
19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*
20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.
21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.
22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 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, 2020 through June 30, 2021**). This Agreement may be renewed from year to year.

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

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

Attest: Matthew D. Dukes II, Mayor Sara Hancock, City Clerk

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

Heather Poole, City Attorney

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

City of Nicoma Park

Attest: Bruce Payne Mayor Beverly Proffman City Clerk

Approved as to form and legality this 1st day of April, 2020.

[Signature]
City Attorney

Approved by the governing body of Nicoma Park, Oklahoma, on this 7th day of April, 2020.



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

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Harrah**, 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 upon proof of sufficient ownership, it shall release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- 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:
 - 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, 2020 through June 30, 2021**). This Agreement may be renewed from year to year.

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

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

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Heather Poole, City Attorney

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

City of Harrah



Mayor

Attest: _____
Cindy Pellard
City Clerk

Approved as to form and legality this 18 day of May, 2020.



City Attorney

Approved by the governing body of Harrah, Oklahoma, on this 18th day of May, 2020.

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

This Agreement is made and entered into this 30 day of June, 2020, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **Town of Forest Park**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
 - c. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.
6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.
 7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.
 8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.
 9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:
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 - b. Eight dollars (\$8.00) per additional day of boarding.

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 - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
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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.
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22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
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, 2020 through June 30, 2021**). 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.

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

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **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:

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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.
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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.
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 - 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.
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 - b. Eight dollars (\$8.00) per additional day of boarding.

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 11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.
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 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.
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24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of approving and entering into an agreement for fiscal year 2020-21 with Midwest Veterinary Hospital who is electing to offer reduced services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.

With this agreement Pet-Vet Animal Clinic and Midwest Veterinary Hospital would perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2020-21, at reduced services for those who choose to adopt an animal from the Midwest City Animal Shelter. This includes an office visit and a wellness exam free of charge to the City and at reduced rates to the adopter; providing the adopter presents adoption paperwork from the Midwest City Animal Shelter bearing a date on or after the date of the agreement.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Agreement

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

This agreement is effective the **1st day of July, 2020**, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "First Party," and **Midwest Veterinary Hospital**, a veterinary clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract is to promote the health, safety, and public welfare of the citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings respectively ascribed as follows:

Office Visit: A meeting between an Adopter and the veterinarian to discuss health advice or treatment for an animal.

Wellness Exam: A physical and/or visual exam of an animal by a veterinarian that could help determine the need for treatment or preventative health care. This exam does not include the use of any expendable supplies or services that would result in a cost to the veterinarian.

Adopter: A person who has adopted an animal from the Midwest City Animal Welfare Department.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$15.00 per dog and \$10.00 per cat, the first series of vaccinations, physical examination, and fecal examination. This service is to be performed within five (5) days of adoption date.
2. The Second Party agrees that any additional expenses accrued during the visit will be billed directly to the Adopter and not billed to the First Party.
3. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of the Second Party as required by this agreement.
4. The terms of this agreement shall be from the **1st day of July, 2020, through the 30th day of June, 2021** and will renew yearly after that.

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

City of Midwest City

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Heather Poole, City Attorney

Midwest Veterinary Hospital

Midwest Veterinary Hospital, Inc

Second Party

Approved by *[Signature]*, Second Party, on this 26 day of

June, 2020



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in 2020-21.

With the renewal of this agreement, Midwest Veterinary Hospital will continue to perform veterinary services for fiscal year 2020-2021.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

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

This agreement, made and entered into this 26 day of June, 2020, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Midwest Veterinary Hospital**, a Veterinary Clinic, hereinafter referred to as the "Second Party".

PURPOSE

The purpose of this contract entered into this 26 day of June, 2020, by and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$15.00 per dog and \$10.00 per cat, the first series of vaccinations, physical examination, and fecal examination. This service is to be performed within five (5) days of adoption date.
2. Second Party agrees to perform Sterilization of any dog or cat that is adopted from First Party for a fee of \$60.00 per dog and \$60.00 per cat. This service is to be performed on date assigned by Second Party.
3. Second Party agrees to administer rabies vaccine to any dog or cat redeemed from first party for the fee of \$15.00 per dog and \$15.00 per cat.
4. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28,2020

SUBJECT: Discussion and consideration of renewing an agreement with the City of Choctaw, City of Harrah, and Town of Forest Park to provide emergency animal control services for fiscal year 2020-21.

With the renewal of this agreement, the City of Midwest City will provide emergency animal control services for the City of Choctaw, City of Harrah, and Town of Forest Park for fiscal year 2020-2021.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Agreements

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

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

WITNESSETH:

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

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

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

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

1. Only upon call by authorized officials of Choctaw, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Choctaw shall provide a Choctaw police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Choctaw.
3. Choctaw agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Choctaw also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Choctaw to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Choctaw. The City of Choctaw shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Choctaw through the following 30th day of June, 2021. 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, 2020 through June 30, 2021**). This Agreement may be renewed from year to year.

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

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

City of Midwest City

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

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

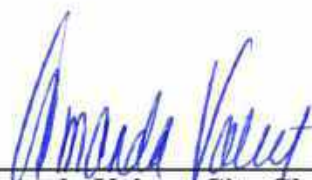
Heather Poole, City Attorney

City of Choctaw



Randy Ross, Mayor





Amanda Valent, City Clerk

Approved as to form and legality this 21 day of April, 2020.



Ray Vincent, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 21 day of April, 2020.

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

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

WITNESSETH:

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

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

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

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

1. Only upon call by authorized officials of Harrah, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Harrah shall provide a Harrah police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Harrah.
3. Harrah agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Harrah also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Harrah to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Harrah. The City of Harrah shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Harrah through the following 30th day of June, 2021. 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, 2020 through June 30, 2021**). This Agreement may be renewed from year to year.

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

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

This Agreement, effective on the 30 day of June, 2020 by and between the **Town of Forest Park**, hereinafter referred to as "Forest Park" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

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

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

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

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

1. Only upon call by authorized officials of Forest Park, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Forest Park shall provide a Forest Park police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Forest Park.
3. Forest Park agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Forest Park also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Forest Park to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Forest Park. The City of Forest Park shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Forest Park through the following 30th day of June, 2021. 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 remaining fiscal year (**July 1, 2020 through June 30, 2021**). This Agreement may be renewed from year to year.

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

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

City of Midwest City

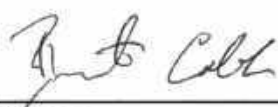
Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk


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

Heather Poole, City Attorney

Town of Forest Park




Mayor

Attest: 

City Clerk

Approved as to form and legality this 30 day of June, 2020.



City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: July 28, 2020

SUBJECT: Discussion and consideration of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

The City of Midwest City Police Department requests consideration to renew the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services.

These agreements shall be in effect on July 1, 2020 through June 30, 2021. They can be terminated by either party upon sixty (60) days' notice to the other party.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Contracts

Contract for Towing and Vehicle Storage Services

This contract is entered into between Barnes Wrecker Service, Inc. (Barnes) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which Barnes shall provide the City, upon its request, with towing and vehicle storage services. Barnes is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

Barnes, located at 10103 S.E. 29th Street, Midwest City, Oklahoma, 73130, shall:

1. Maintain the following insurance:
 - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
 - b. A garage liability policy covering the operation of Barnes business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of a at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of Barnes to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as request by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, Barnes will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, Barnes may dispose of the vehicle in any method legally available to Barnes. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, Barnes will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;
5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;
6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15th Street in Midwest City, to Barnes' yard at no charge to the City. This includes vehicles currently held in the City's yard at

the time this contract goes into effect and vehicles which are brought to the City's yard if Barnes does not respond to a call;

7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by Barnes whether or not the actual towing service is performed by Barnes;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall Barnes employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, Barnes shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where Barnes has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of Barnes for the vehicles that Barnes tows. This provision shall apply whether or not Barnes is to receive compensation for such services. Furthermore, Barnes shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;
17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be construed as a maximum limitation of the number of vehicles to be owned and operated by Barnes. It shall be Barnes' responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract;

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, Barnes shall provide twenty-four (24) hour on-site security;
19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;
20. Maintain professional appearance, courtesy and service with the public and all employees of the City;
21. Be willing to negotiate changes in the terms of this contract. Furthermore, Barnes should be willing to adapt to any changes, additions or deletions to this contract as may arise;
22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30 days) of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,
23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by Barnes; and
24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify Barnes when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that Barnes does not respond to a call within thirty (30) minutes of such a call;
2. Maintain and use a system by which Barnes alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that Barnes receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;
3. Provide sixty (60) days written notice to Barnes to terminate this contract for any reason at any time.

- a. **THIS CONTRACT shall be valid for the period beginning July 1, 2020 through June 30, 2021.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____ and by Barnes Wrecker Service, Inc. on the _____ day of _____, 20____.

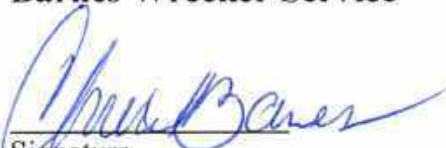
Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Heather Poole, City Attorney

Barnes Wrecker Service


Signature

Attest: _____
Signature


Printed Name & Title

Printed Name & Title

Signed this 8 day of June, 2020.

Contract for Towing and Vehicle Storage Services

This contract is entered into between McConnell's Body Shop & Towing (McConnell's) and the City of Midwest City (the City) for the purpose of establishing the terms and conditions under which McConnell's shall provide the City, upon its request, with towing and vehicle storage services. McConnell's is a licensed, insured vehicle towing and storage facility that is legally entitled to operate as such within the city of Midwest City and shall remain licensed and insured at all times while this contract is in effect.

McConnell's, located at 1350 N. Air Depot Boulevard, Midwest City, Oklahoma, 73110, shall:

1. Maintain the following insurance:
 - a. A garage keeper's legal liability policy covering fire, theft and explosion in the minimum amount of twenty thousand dollars (\$20,000.00) and collision coverage subject to no more than a five hundred dollar (\$500.00) deductible with each accident deemed a separate claim;
 - b. A garage liability policy covering the operation of McConnell's business equipment and vehicles for any bodily injury or property damage. This policy shall be in the minimum amounts of one hundred thousand dollars (\$100,000.00) for any one person killed or injured and three hundred thousand dollars (\$300,000.00) for more than one person killed or injured in any one accident. This policy shall also provide fifty thousand dollars (\$50,000.00) coverage for all damages arising out of injury to or destruction of property, or a combined single limit policy with a limit of at least one million dollars (\$1,000,000.00); and

Each insurance policy required by this contract must contain an endorsement providing for fifteen days' notice to the City in the event of any material change or cancellation;

2. Not be in violation of any of the laws of the state of Oklahoma or the city of Midwest City, the violation of which reflects unfavorably on the fitness of McConnell's to offer public service;
3. Provide all hook-up, mileage, towing and storage services for vehicles as request by the City at no charge to the City. If additional, substitute or special equipment is required for any accident or need that the City may have, McConnell's will be required to make the determination, arrangements and compensation for such service at no cost to the City;
4. Charge the owner of the vehicle, not the City, as appropriate for hook-up, mileage, towing and storage of the vehicle. In the event the owner does not claim the vehicle, McConnell's may dispose of the vehicle in any method legally available to McConnell's. In the event that the vehicles has been seized for forfeiture and is declined by the Oklahoma County District Attorney, or any other governmental agency having jurisdiction, McConnell's will, at no charge to the City, notify and release the vehicle to the owner of the vehicle;
5. In the event that forfeiture of the vehicle is accepted by the District Attorney, or any other governmental agency having jurisdiction, continue to store the vehicle, at no charge to the City, for a time not to exceed sixty (60) days after the City receives the title to the vehicle;

6. Tow any vehicles from the City's impound yard, located at 8730 S.E. 15th Street in Midwest City, to McConnell's yard at no charge to the City. This includes vehicles currently held in the City's yard at the time this contract goes into effect and vehicles which are brought to the City's yard if McConnell's does not respond to a call;
7. Respond to each call for service by the City in an average time of fifteen (15) minutes, not to exceed twenty (20) minutes for any one call for service;
8. Have every vehicle requiring towing and storage transported to the storage lot owned and maintained by McConnell's whether or not the actual towing service is performed by McConnell's;
9. Not charge a customer more than the fee permitted by Oklahoma state law;
10. Maintain a valid Class A wrecker license issued by the State of Oklahoma;
11. Only use drivers who have not been adjudged guilty, or pled guilty or nolo contendere to the commission of any larceny or any felony within the previous five (5) years, which conviction shall be unpardoned, nor shall McConnell's employ any persons who, within the previous five (5) years, have an unpardoned conviction, either by plea of guilty or nolo contendere, or been adjudged guilty to any such offense;
12. Maintain all of its equipment in a condition that is adequate to perform all required towing services in a reasonably workmanlike manner;
13. Maintain twenty-four (24) hour service, seven (7) days a week and keep an employee on call with a maximum fifteen (15) minute response time so that any person may have access to his/her vehicle upon request or as requested by the Midwest City Police Department. Furthermore, McConnell's shall maintain two (2) phone numbers, one of which shall contain at least two (2) lines which shall be used exclusively for the towing service;
14. Be subject to the directions of police officers on the scene where McConnell's has been dispatched for the purpose of performing any towing service required by the City. This shall include but not be limited to: blocking traffic; assisting traffic movement and direction; assisting with removal and/or rescue of injured and/or trapped persons; cleaning of the roadway; removal of debris from the roadway including, but not limited to, the sweeping of broken glass and its removal and removal of any obstruction to the roadway. Cleanup of the roadway shall be the responsibility of McConnell's for the vehicles that McConnell's tows. This provision shall apply whether or not McConnell's is to receive compensation for such services. Furthermore, McConnell's shall not seek compensation from the City for any performed services;
15. Provide towing and storage services for vehicles one (1) ton or less belonging to the City without charge to the City, its agents or trusts;
16. Maintain the ability to remove, or arrange for the removal, of any passenger vehicles and non-passenger vehicles at any given time and place upon direction from the City;
17. Maintain a minimum of three (3) vehicles, one (1) of which shall be a rollback-type wrecker and two (2) of which shall be boom-type wreckers. For each wrecker that is a boom-type wrecker, wheel dollies and wheel lifts shall be maintained with each vehicle. This provision shall in no way be

construed as a maximum limitation of the number of vehicles to be owned and operated by McConnell's. It shall be McConnell's responsibility to make the determination of the number of vehicles and the types of vehicles that will be required to adequately perform this contract:

18. Maintain a lot with at least 42,000 square feet of unobstructed space, exclusive of buildings or other structures. This lot shall be covered with a minimum of one (1) inch of rock gravel and shall be fenced with at least six-foot (6') high sight-proof fencing. Further, McConnell's shall provide twenty-four (24) hour on-site security;
19. Have the ability to store a minimum of four (4) vehicles in a locked, enclosed storage facility to protect the vehicles from weather if the protection of such vehicles becomes necessary;
20. Maintain professional appearance, courtesy and service with the public and all employees of the City;
21. Be willing to negotiate changes in the terms of this contract. Furthermore, McConnell's should be willing to adapt to any changes, additions or deletions to this contract as may arise;
22. Correct any deficiency, breach or violation of any term or condition of this contract within thirty (30) days of written notice of such deficiency, breach or violation. Failure to do so could result in termination of this contract,
23. Notify the City, in writing, ninety (90) days prior to the termination of this contract if termination is requested by McConnell's; and
24. Have its storage lot and principal place of business within the corporate city limits of the City of Midwest City.

The City shall:

1. Notify McConnell's when its vehicle towing or storage services are needed. The City is allowed to notify and use another vehicle towing and storage provider in the event that McConnell's does not respond to a call within thirty (30) minutes of such a call;
2. Maintain and use a system by which McConnell's alternates with a second vehicle towing and storage provider, whereby it is the intent of the parties that McConnell's receive as close to one-half (1/2) of all of the City's requests for vehicle towing and storage services as is practicable;
3. Provide sixty (60) days written notice to McConnell's to terminate this contract for any reason at any time.

(1) **THIS CONTRACT shall be valid for the period beginning July 1, 2020 through June 30, 2021.**

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____ and by McConnell's Body Shop & Towing on the _____ day of _____, 20____.

Matthew D. Dukes II, Mayor


Attest:

Sara Hancock, City Clerk

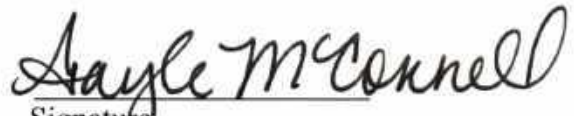
Approved as to form and legality this _____ day of _____, 20____.

Heather Poole, City Attorney

McConnell's Wrecker Service


Signature

Attest:


Signature


Printed Name & Title


Printed Name & Title

Signed this 8 day of June, 2020.



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 28, 2020

RE: Discussion and consideration of approving and entering into a contract for FY 20-21 in the amount of \$171,299 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

The attached contract reflects no increase over the contract executed in FY19-20. Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Due to the COVID19 environment, ridership numbers are down but consistent with ridership rates on other bus routes. During the first week of June, ridership numbers had improved and are anticipated to slowly rebound, as guidelines and best practices are in effect.

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

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

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

Terri L. Craft
Grants Manager



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

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

AND

City of Midwest City

July 1, 2020 – June 30, 2021

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this ____ day of _____, 2020, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

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

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

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

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

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

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

1. DESCRIPTION OF SERVICE

COTPA shall provide the following:

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

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

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$171,299 annually, to be paid \$14,274.92 per month for twelve months in FY21.

3. **METHOD OF PAYMENT**

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

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2020, and shall continue until the 30th day of June 2021.

5. **EXPIRATION OR TERMINATION**

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

6. **EXCUSABLE DEFAULT**

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

7. **INTEGRATION**

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

8. **LAW CONTROLLING**

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

9. **INSURANCE**

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

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

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this ____ day of _____, 2020.

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

Seal:
ATTEST:

Secretary

CHAIRMAN

REVIEWED for form and legality.

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this ____ day of _____, 2020.

THE CITY OF MIDWEST CITY

Mayor, Matthew D. Dukes II

Seal:
ATTEST:

City Clerk

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

City of Midwest City

ANTI-COLLUSION AFFIDAVIT

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

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

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

Signature of Midwest City's Authorized Agent

Matthew D. Dukes, II, Mayor

Name and Title

HORARIO DE RUTAS


015

Midwest City



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

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

Every 80 mins
Monday-Friday



EMBARK
embarkok.com

FARES Tarifas

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

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

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

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

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

CONNECT WITH US

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

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

☎ 405-235-RIDE (7433) TDD 297-2602

✉ embarkok@okc.gov

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

Nếu quý vị cần thông tin bằng ngôn ngữ khác, xin liên lạc 235-7433.

如需將其用語言版本的信息，請致電 235-7433。

Effective: 4/2014



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

How to Read This Schedule

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

Cómo leer este horario

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

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MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 28, 2020

Subject: Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.

Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support. County has given Midwest City a 2000 Ford Chassis that the Midwest City Fire Department has added a used brush fire skid unit to the bed and also a cache of VHF radio's to communicate with in a mutual aid capacity.

Staff recommends approval.



Bert Norton
Fire Chief

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

July 1, 2020 through June 30, 2021

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

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

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

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

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

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

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

- 1. Term.** This Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

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

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

Property Description	Serial Number	County ID Number
2000 Ford BP F-450	1FDXF47F9YED42197	SP 302-00012
Brush Guard	N/A	SP 302-00012
Signal Vista Siren w/Speakers		
Federal Signal Vista Light Bar		
Motorola HT-1250 HH	749TBU4235	SP602-00515
Motorola HT-1250 HH	749TBU4253	SP602-00517
Motorola HT-1250 HH	749TBU4239	SP602-00518
Motorola HT-1250 HH	749TBU4236	SP602-00520
Motorola HT-1250 HH	749TBU4264	SP602-00521
Motorola HT-1250 HH	749TBU4266	SP602-00522
Motorola HT-1250 HH	749TBU4218	SP602-00524
Motorola HT-1250 HH	749TBU4254	SP602-00525
Motorola HT-1250 HH	749TBU4229	SP602-00527
Motorola HT-1250 HH	749TBU4263	SP602-00529
Motorola HT-1250 HH	749TBSE228	SP602-00533
Motorola HT-1250 HH	749TBSE248	SP602-00534
Motorola HT-1250 HH	749TBSE236	SP602-00535
Kenwood TK-7360H-V Mobile Radio	B3202867	N/A
Kenwood TK-7360H-V Mobile Radio	B3202876	N/A
Kenwood TK-7360H-V Mobile Radio	B3202877	N/A
Kenwood TK-7360H-V Mobile Radio	B3202878	N/A
Kenwood TK-7360H-V Mobile Radio	B3202879	N/A
Kenwood TK-7360H-V Mobile Radio	B3202880	N/A
Kenwood TK-7360H-V Mobile Radio	B3202881	N/A
Kenwood TK-7180-K Mobile Radio	B4800064	N/A
Kenwood TK-7180-K Mobile Radio	B4800065	N/A
Kenwood TK-7180-K Mobile Radio	B4800066	N/A
Kenwood TK-7180-K Mobile Radio	B4800067	N/A
Kenwood TK-7180-K Mobile Radio	B4800068	N/A
Kenwood TK-7180-K Mobile Radio	B4800069	N/A
Kenwood TK-7180-K Mobile Radio	B4800070	N/A
Kenwood TK-7180-K Mobile Radio	B4800071	N/A
Kenwood TK-7180-K Mobile Radio	B4800072	N/A

Kenwood TK-2180 HH MIII TFS	B4300171	N/A
Kenwood TK-2180 HH MIII TFS	B4300172	N/A
Kenwood TK-2180 HH MIII TFS	B4300173	N/A
Kenwood TK-2180 HH MIII TFS	B4300174	N/A
Kenwood TK-2180 HH MIII TFS	B4300175	N/A
Kenwood TK-2180 HH MIII TFS	B4300176	N/A
Kenwood TK-2180 HH MIII TFS	B4300177	N/A
Kenwood TK-2180 HH MIII TFS	B4300178	N/A
Kenwood TK-2180 HH MIII TFS	B4300179	N/A
Kenwood TK-2180 HH MIII TFS	B4300180	N/A
Kenwood TK-2180 HH MIII TFS	B4300181	N/A
Kenwood TK-2180 HH MIII TFS	B4300182	N/A
Kenwood TK-2180 HH MIII TFS	B4300183	N/A
Kenwood TK-2180 HH MIII TFS	B4300184	N/A
Kenwood TK-2180 HH MIII TFS	B4300185	N/A
Kenwood TK-2180 HH MIII TFS	B4300186	N/A

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

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

5. Indemnification. The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any

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

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

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

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

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

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

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2020.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 17th day of June, 2020.



Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this _____ day of _____, 2020.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

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

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2020.

By: _____
Carrie Blumert, Member

By: _____
Brian Maughan, Member

By: _____
Kevin Calvey, Member

ATTEST:

David B. Hooten, County Clerk



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Christine Brakefield, Chief Building Official

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

Date: July 28, 2020

To: Honorable Mayor and City Council

From: Christine Brakefield, Chief Building Official

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Hunter Mechanical in the amount of \$171,500 for the replacement of the City Hall Boiler.

Bids were received on July 14, 2020 for the above referenced project. Staff recommends award of the bid to Hunter Mechanical. They met all requirements, when submitting the bid and therefore are the lowest and best bid meeting specifications in the amount of \$171,500.

The bid provides for the removal of the existing equipment and installation of a new boiler and boiler flue for the unit that supplies City Hall and the Police Department.

Attached is the bid tabulation for the bids received for the project. The funds for this project are provided through the Boiler & Air Cooled Chiller project account.

Staff recommends awarding the bid to Hunter

Christine Brakefield,
MPA Chief Building
Official

2020 City Hall Boiler Replacement

BID TAB

07/14/2020

*Incomplete Bid - Disqualified

VENDOR

BID AMOUNT

* JCM Speciality Services, LLC

\$144,810

Alternate # 1 \$5750.00

Jackson Mechanical

\$223,020.00

Alternate# 1

* Streets, LLC

\$195,000.00

Alternate # 1 \$4,500.00

Hunter Mechanical

\$164,000.00

Alternate # 1 \$7,500.00



Economic Development
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1218
Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Economic Development Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of 1) reappointing Sherry Beard; and 2) appointing Jack Fry to the Midwest City Urban Renewal Authority each for a three-year term to end on July 25, 2023.

As you may recall, the Urban Renewal Authority terms are for three years and are Mayor appointed and Council approved. Sherry Beard's first term expired in June 2020 and Steve Parrott's current term expires July 2020.

Mayor Dukes is nominating, at the consent of Councilmember Favors, Sherry Beard for reappointment.

Furthermore, Mayor Dukes is nominating, at the consent of Councilmember Bowen, former Mayor and Senator Jack Fry be appointed to fill Mr. Parrott's seat.

Action is at the Council's discretion.

Robert Coleman, Economic Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Christine Brakefield, Chief Building Official

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

Date: July 28, 2020

To: Honorable Mayor and City Council

From: Christine Brakefield, Chief Building Official


Subject: Discussion and consideration of the appointment of Chris Clark and Steve Merriman to the Builders Advisory Board for three-year terms to replace Todd Isaac and Mike Castleberry.

The terms of Todd Isaac and Mike Castleberry ended on May 26, 2020. Staff has made multiple attempts to make contact with either member concerning reappointment. Neither member has been reached.

In accordance with Sec. 9-17 of the Municipal Code, the Builders Advisory Board shall consist of seven (7) members to be appointed by the mayor and approved by the city council. The members of the board shall be chosen from the residents of the city at large with reference to their fitness for such office. Ownership, operation or involvement in the building, construction or development business within the city shall also qualify one to serve on the board.

Current members include Charlie Hartley, Jim Campbell, Joel Bryant, Allen Clark and Jim McWhirter.

Action is at the Council's discretion.


Christine Brakefield, MPA
Chief Building Official



Vaughn Sullivan
Assistant City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
vsullivan@midwestcityok.org
Office: 405-739-1207
www.midwestcityok.org

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: July 28, 2020

Subject: Discussion and consideration of appointing Mr. Chris Cooney to the Midwest City Park and Recreation Board for a three-year term ending on July 28, 2023.

Council Person Susan Eads would like to nominate Mr. Chris Cooney as Ward 1 Park Board representative to fill the vacancy on the board. Mr. Cooney said that he would be honored to serve on the board.

The current Park and Recreation Board members include: Aaron Budd, and David Clampitt from Ward 2; Kim Templeman from Ward 3; Casey Hurt from Ward 4; Taiseka Adams from Ward 5; and John Manning from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Assistant City 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: Ryan Rushing, Information Technology Director

DATE: July 28, 2020

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

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

Ryan Rushing, Information Technology Director



MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEMS





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

CPU			
INVENT #		MANUFACTOR	SERIAL NUMBERS
929		Optiplex 3010	4GTYHX1
N/A		Toshiba Satellite A105	46071875Q
N/A		Toshiba Satellite A105	36155183Q
954		Dell Optiplex 3010	JSMH8Z1
905		Dell Optiplex 790	9XMNRW1
953		Dell Optiplex 3010	JSMJ9Z1
920		Dell Optiplex 3010	4GP0JX1
987		Dell Optiplex 3020	82J0L02
988		Dell Optiplex 3020	82H5L02
831		General Dynamics GD6000	ZZSJC1271ZZ0089
864		General Dynamics GD6000	ZZSJC1273ZZ0011
840		General Dynamics GD6000	ZZSJC1271ZZ0082
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
11		Dell Monitor	
14		GPC Battery Backups	
		HP LJ M2727f Printer	CNG8B1WM8T
		HP LJ 4 Plus Printer	JPGF017128
1		Box of Miscellaneous items	



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Brandon Bundy, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, 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: July 28, 2020

Subject: (PC-2045) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 South Douglas Blvd.

Executive Summary: In 1987, the west 200 feet of this property which fronts onto S. Douglas Blvd. was rezoned from single family residential to C-3, Community Commercial. A request to extend the C-3 zoning 150' to the east was approved in 2018. The rest of the parcel was unchanged and remains zoned as R-6, Single Family Detached Residential. The owners of the property are requesting to rezone the portion of the property that is currently zoned R-6, Single Family Detached Residential to R-HD, High Density Residential for multi-family residential development. The Future Land Use Map within the Comprehensive Plan identifies this area as HDR, High Density Residential. A preliminary plat for this entire parcel was approved in February 2020. If this rezoning request is approved, the applicant will need to apply to amend the preliminary plat to meet the requirements for multi-family residential development rather than single family residential. If this request is approved, the development will be required to meet all zoning, engineering, building and fire codes adopted by the City of Midwest City. Action is at the discretion of the Planning Commission and City Council.

Dates of Hearing: Planning Commission – July 7, 2020
City Council – July 28, 2020

Council Ward: Ward 2, Councilmember Pat Byrne

Owner: James Webster Trust

Applicant: Chris Webster

Proposed Use: Multi-family Residential



Development Proposed by Comprehensive Plan:

- Area of Request – High Density Residential (HDR)
- North – Low Density Residential (LDR) and High Density Residential (HDR)
- South – Office/Retail (OR) and Parks & Open Space (POS)
- East – Low Density Residential (LDR)
- West – High Density Residential (HDR)

Zoning Districts:

- Area of Request – R-6, Single Family Residential
- North – Planned Unit Development (PUD)
- South and East – R-6, Single Family Detached Residential
- West – C-3, Community Commercial

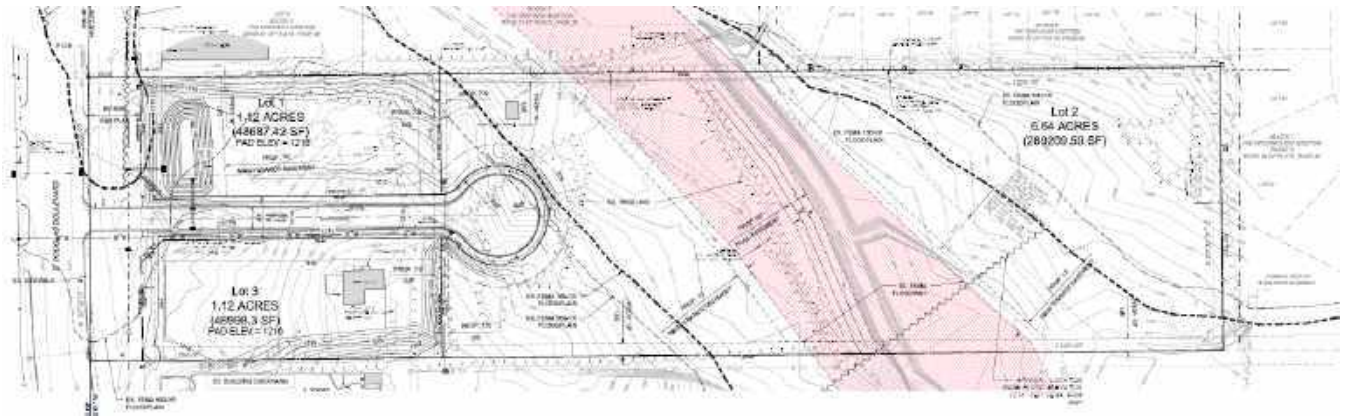
Land Use:

- Area of Request – vacant
- North – Concord Apartments and single family residences
- South – Vacant
- East – single family residences
- West – one single family residential structure

Size:

The area of request has a frontage of approximately 335' along the proposed street of StatusOne Dr. and a depth of approximately 910' containing an area of approximately 6.89 acres, more or less.

Below is the current approved preliminary plat showing the proposed street of StatusOne Dr. If this request is approved, the preliminary plat will need to be re-heard by the Planning Commission and the Council but the design of the street providing access to the area of request will remain similar. The bulb of the cul-de-sac provides approximately 335' of frontage along StatusOne Drive.



Municipal Code Citation:

2.10 R-HD, High Density Residential District

2.10.1. General Description

This residential district is intended to provide for a density of more than twenty (20) units per gross acre. The principal use of land is for a wide variety of dwelling types.

Related recreational, religious, and educational uses normally located to serve residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

Comprehensive Plan Citation:

High Density Residential Land Use

Traditional apartment-type units in attached living complexes characterize high density residential land use. There are currently several high density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

History:

1. This part of this parcel has been R-6, Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The west 200 feet of the parcel were rezoned to C-3, Community Commercial in 1987 (PC-990).
3. The C-3, Community Commercial zoning was extended 150' to the east in May of 2018 (PC-1947).
4. A preliminary plat for the area of request was approved in February 2020 (PC-2039).
5. The Planning Commission recommended approval of this item July 7, 2020.

Staff Comments:

Engineer's report:

Note: This application is for rezoning of a portion of the previously approved preliminary plat of StatusOne located at 2500 S Douglas Boulevard.

The rezoning will be for a single large lot which is existing R-6.

The same engineering requirements as dictated in the preliminary plat application will be carried forward into this rezoning.

Previous Waivers

At the preliminary plat, waivers were granted to the applicant based on the fact that this parcel would be R-6.

Sec. 38-44.6. 100-year floodplains.

(b) 100-year floodplain restrictions.

(3) All 100-year floodplains are subject to the following requirements for all types of development.

(a) The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA, pursuant to section 38-50. Homeowners' association (HOA) requirements, of this Subdivision Ordinance.

(b) At no time shall any portion of the 100-year floodplain exist or be within any single-family or two-family residential lot.

AND

Sec. 38-44.6. 100-year floodplains.

(f) Adjacent street types.

(3) Cul-de-sac streets.

(b) Cul-de-sac shall comply with the following criteria (See Figure 58: Cul-de-Sac Adjacent to a 100-Year Floodplain).

1. A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.

2. An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek as approved by the director of community development.

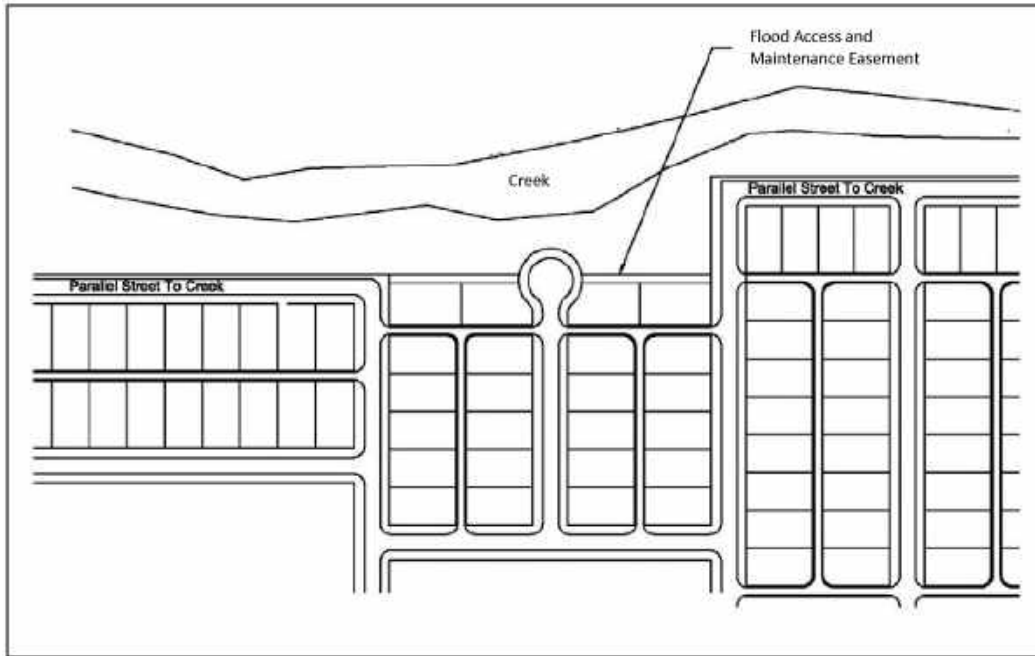


Figure 58

The waiver was granted with the stipulation that the developer dedicate a drainage, utility, and access easement in lieu of the requirement of a separate lot. This will be even more important with the proposed high density development. **The City needs to have access to the floodway and utilities on the east side of the property. Any further development of this property will require that the municipal code is followed and that the property will be broken into lots with dedication of the floodway to the City.**

Water Improvements

There is a twelve (12) inch public water main running along the west side of Douglas Boulevard.

The applicant has proposed teeing into this water main, boring across Douglas Boulevard and extending an eight (8) inch public water main to all of the proposed lots as required in Municipal Code 43-32. The lines will be within the proposed right of way for StatusOne Dr.

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

Sanitary Sewerage Collection and Disposal

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

Streets and Sidewalks

The proposed development is divided by a regulated creek which hinders access across the entire property.

Douglas Boulevard is listed as a primary arterial in the 2008 Comprehensive Plan. A right-of-way of 120 feet is required, 60 feet on each side of centerline with an addition ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.

The applicant proposes to construct a public local street, StatusOne Drive, with sidewalks to service the area of request. Access to all the lots is proposed off of Douglas Boulevard via an approximate 420 foot long cul-de-sac called StatusOne Drive.

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application falls below that threshold at three lots. The applicant proposes to construct a public local street that is a cul de sac with one point of ingress / egress.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development is rolling with a creek bisecting the property and a ridge on the approximate western quarter. Drainage to the proposed development generally is as follows:

- A developed storm sewer exists running along the east side of Douglas Boulevard draining south to north. This line serves to drain the right-of-way and does not have a known capacity.
- Soldier Creek bisects the property, running from south to north. Soldier Creek is a regulated creek with the existence of regulated FEMA floodway and floodplain.
- On the southeast corner of the proposed development lies an outfall from a detention pond serving the Orchard 2nd Addition. This outfall then runs across the proposed development via a natural channel to Soldier Creek. This drainage is contained within the regulated floodplain.
- Sheet flow comprises of the rest of the drainage both into and out of the proposed development.

All the drainage eventually flows into Soldier Creek. Currently, the proposed development tract has one (1) house but is otherwise undeveloped with no improvements or structures.

Detention will be required upon building permit.

The area of request is dissected by a regulated floodway and flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

No identified wetlands are located on or abutting the proposed development as shown on the National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15th, 2019.

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

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

A substantial amount of fill is being proposed with this development. No fill will be allowed in the regulatory floodway. A floodplain permit will be required and a FEMA approved LOMR-F (Letter of Map Revision – Fill).

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

A 15' Utility easement will be required to be dedicated along the southern property line per 38-48.15. (c)(2).

Fire Marshal's report:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Other requirements will be reviewed once design/construction plans have been submitted.

Plan Review Comments:

This is a request to rezone a portion (approximately 6.89 acres) of the property to R-HD, High Density Residential to allow for multi-family development. Currently, the area of request is zoned R-6, Single Family Detached Residential. Although the applicant's immediate plans are to build a multi-family development on the west side of Soldier Creek, if this request is approved, another multi-family development could be built on the east side of the creek in the future.

If this request is approved, the development will be required to meet all regulations of the Zoning Ordinance including parking, exterior materials, landscaping, height, etc.

As mentioned previously, a preliminary plat was approved for the area of request in February 2020. That plat was reviewed with the eastern portion being zoned R-6, Single Family Detached Residential, allowing just one (1) single family residential structure. If this zoning is approved, the applicant is aware that the preliminary plat will need to be revised and re-heard by the Planning Commission and City Council to address requirements for platting for multi-family residential development.

The Future Land Use Map within the Comprehensive Plan does identify this area as High Density Residential. This request is compatible with the Future Land Use Map.

On June 30, 2020, the applicant hosted a meeting for the surrounding property owners at the Charles Johnson Building. Approximately 15 neighbors attended as well as the Mayor, Councilman Pat Byrne, Planning Commissioner Russell Smith and City staff. Neighbors expressed concerns about setbacks, the height of the apartment structures, drainage and property values. Per the Zoning Ordinance, the required side setback for multi-family units is 7', however, the Subdivision Regulations require a minimum 15' perimeter easement in which no structure can be built.

The applicant did state that he planned on designing the road along the north property line so that would create an even larger buffer between the multi-family structures and the abutting single family residential homes. During the platting process, tree preservation will also be required.

This will require that the applicant leave the mature trees in all areas of the site except those areas designated for infrastructure such as roads, utilities and drainage. The maximum height for multi-family units per the Zoning Ordinance is 45'. The applicant is not requesting a variance to this or any other portion of the code. During the platting/subdividing process, the applicant will be required to meet all codes regarding drainage and inspections will be conducted by engineering staff to ensure compliance.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to R-HD, High Density Residential for the property as noted herein, subject to staff's comments as found in the July 28, 2020 agenda packet and made a part of PC-2045 file.



Billy Harless,
Community Development Director

KG



CREEKSIDE PARK, THE RESIDENCES

DISCOVER WHAT MAKES US THE BEST



CREEKSIDE PARK, THE RESIDENCES

- ▶ Come experience the ultimate standard in apartment living at The Residences Apartments, in Midwest City, Oklahoma. Our contemporary community is located near Interstate 40, less than one mile from Tinker AFB and just 10 miles east of downtown Oklahoma City making any commute a breeze. Everything you need is at your fingertips, top-notch schools, nice dining, shopping venues, and local entertainment attractions are all nearby. If quality and convenience are at the top of your list, you have come to the right place!







CREEKSIDE PARK, THE RESIDENCES

- Choose from numerous designer floor plans featuring one, two, and three bedrooms for rent. Standard amenities include 9-foot ceilings, beautiful hardwood flooring, large walk-in closets, and an in-home washer and dryer. You will love preparing meals in your gourmet kitchen with dishwasher, microwave, and refrigerator. At The Residences Apartments we have everything to fit your lifestyle.

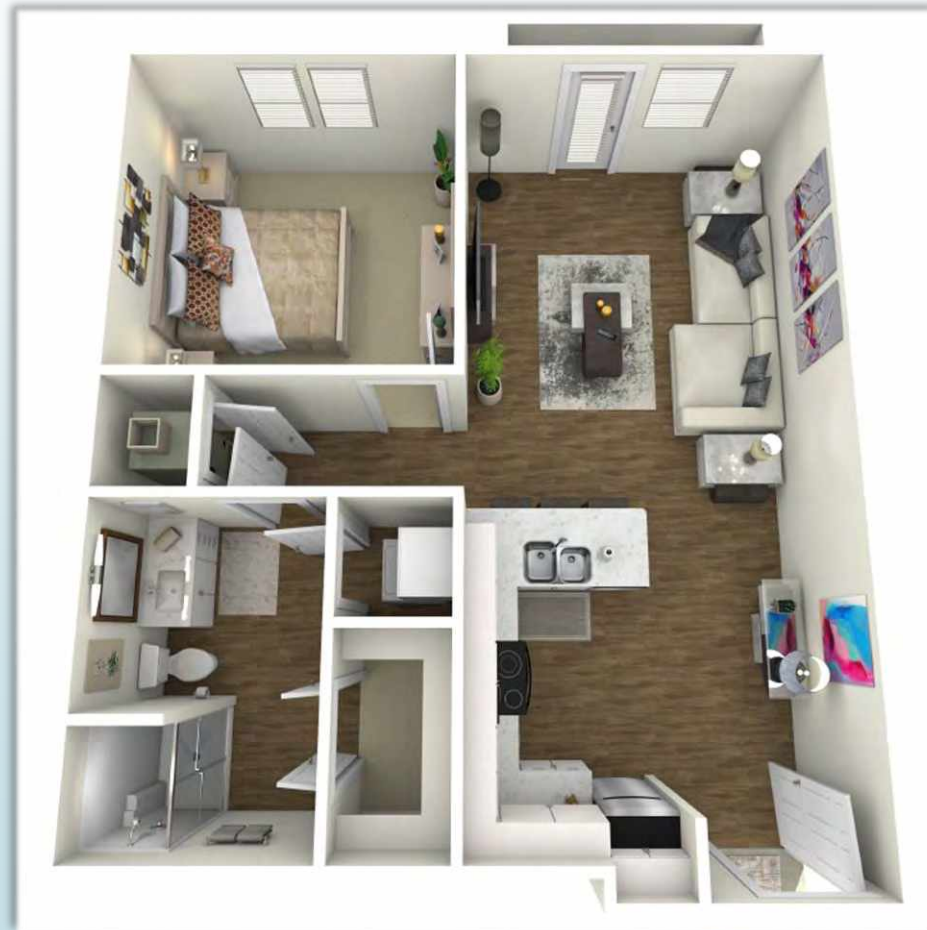
APARTMENT FEATURES

- ▶ 9Ft Ceilings
- ▶ Quartz Countertops
- ▶ Washer and Dryer in Home
- ▶ Hardwood Floors
- ▶ Large Kitchen Islands
- ▶ Build in Shelving
- ▶ Balcony or Patio
- ▶ Air Conditioning
- ▶ Carpeted Floors
- ▶ Ceiling Fans
- ▶ Dishwasher
- ▶ Extra Storage
- ▶ Microwave
- ▶ Refrigerator



Floor Plan Examples

► 1 BED | 1.0 BATH 626 SQ. FT.



Floor Plan Examples

► 2 BEDS | 2.0 BATHS 950 SQ. FT.



Floor Plan Examples

► 3 BEDS | 3.0 BATHS | 1545 SQ. FT.





COMMUNITY AMENITIES



- ▶ Parklike Setting
- ▶ Mature Trees
- ▶ 24-Hour Fitness Center
- ▶ Elevator
- ▶ High Speed Internet Access
- ▶ Resort Style Pool
- ▶ Assigned Parking
- ▶ Clubhouse
- ▶ Business Center
- ▶ Copy and Fax Services
- ▶ Cable Available
- ▶ Easy Access to Freeways and Shopping

PET FRIENDLY

- ▶ Looking for a pet-friendly community? Look no further than The Residences Apartments! As a pet-friendly community, we proudly allow cats and dogs here at The Residences Apartments. Now your pet can relax by your side and enjoy the comforts of your home.



LIVE. LOVE. LOCATION.

- The Residences Apartments is conveniently located in Midwest City, OK with easy access to everything you could want or need! Shopping, restaurants, schools, entertainment venues; you name it, it's all within minutes of your new home.





NEIGHBORHOOD

RESTAURANTS

- ▶ S&B Burger Joint 0.50 mi
- ▶ Henry Hudson's Pub 0.55 mil
- ▶ The Rib Crib 0.60 mi
- ▶ Cheddar's 2.80 mi
- ▶ Logan's Roadhouse 3.90 mi
- ▶ Chili's Grille & Bar 4.00 mi
- ▶ Buffalo Wild Wings 4.70 mi

SHOPPING

- ▶ Crest Foods 2.00 mi
- ▶ Town Center 2.00 mi
- ▶ Kohl's 2.20 mi
- ▶ Target 2.40 mi
- ▶ Lowe's 2.80 mi
- ▶ Sam's Club 3.50 mi
- ▶ Walmart Supercenter 5.0 mi



NEIGHBORHOOD

SCHOOLS

- ▶ Soldier Creek Elementary 9/10 rated 0.70 mi
- ▶ Carl Albert Junior High 8/10 rated 1.25 mi
- ▶ Carl Albert High School 9/10 rated 1.60 mi
- ▶ Rose State College 4.00 mi

ACTIVITIES

- ▶ Soldier Creek Hiking Trail 0.75 mi
- ▶ Regional Golf Course 1.40 mi



NEIGHBORHOOD

ENTERTAINMENT

- ▶ Andy's Altitude 1291 3.2 mi
- ▶ Warren Theatre 3.6 mi
- ▶ Rose State Performing Arts 4.0 mi

PARKS & LAKES

- ▶ Regional Park 1.65 mi
- ▶ Happy Trails Dog Park 2.3 mi
- ▶ Draper Lake 8.8 mi



NEIGHBORHOOD

HOSPITALS

- ▶ St. Anthony Healthplex 1.4 mi
- ▶ Alliance Health Midwest 3.2 mi

BANKS & SERVICES

- ▶ The First State Bank .10 mi
- ▶ IBC Bank .30 mi
- ▶ FNB Community Bank .90 mi
- ▶ Sooner State Bank 1.10 mi
- ▶ Post Office 2.00 mi
- ▶ Fedex Office Print & Ship 3.00 mi



CREEKSIDE PARK, THE RESIDENCES

DISCOVER WHAT MAKES US THE BEST

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: June 22nd, 2020

Subject: Engineering staff comments for pc-2045 rezoning application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2045:

Note: This application is for rezoning of a portion of the previously approved preliminary plat of StatusOne located at 2500 S Douglas Boulevard.

The rezoning will be for a single large lot which is existing R-6.

The same engineering requirements as dictated in the preliminary plat application will be carried forward into this rezoning.

Previous Waivers

At the preliminary plat, waivers were granted to the applicant based on the fact that this parcel would be R-6.

Sec. 38-44.6. 100-year floodplains.

(b) 100-year floodplain restrictions.

(3) All 100-year floodplains are subject to the following requirements for all types of development.

(a) The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA, pursuant to section 38-50. Homeowners' association (HOA) requirements, of this Subdivision Ordinance.

(b) At no time shall any portion of the 100-year floodplain exist or be within any single-family or two-family residential lot.

AND

Sec. 38-44.6. 100-year floodplains.

(f) Adjacent street types.

(3) Cul-de-sac streets.

(b) Cul-de-sac shall comply with the following criteria (See Figure 58: Cul-de-Sac Adjacent

100 N. Midwest Boulevard, Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 X FAX (405)739-1399

An Equal Opportunity Employer

to a 100-Year Floodplain).

1. A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.

2. An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek as approved by the director of community development.

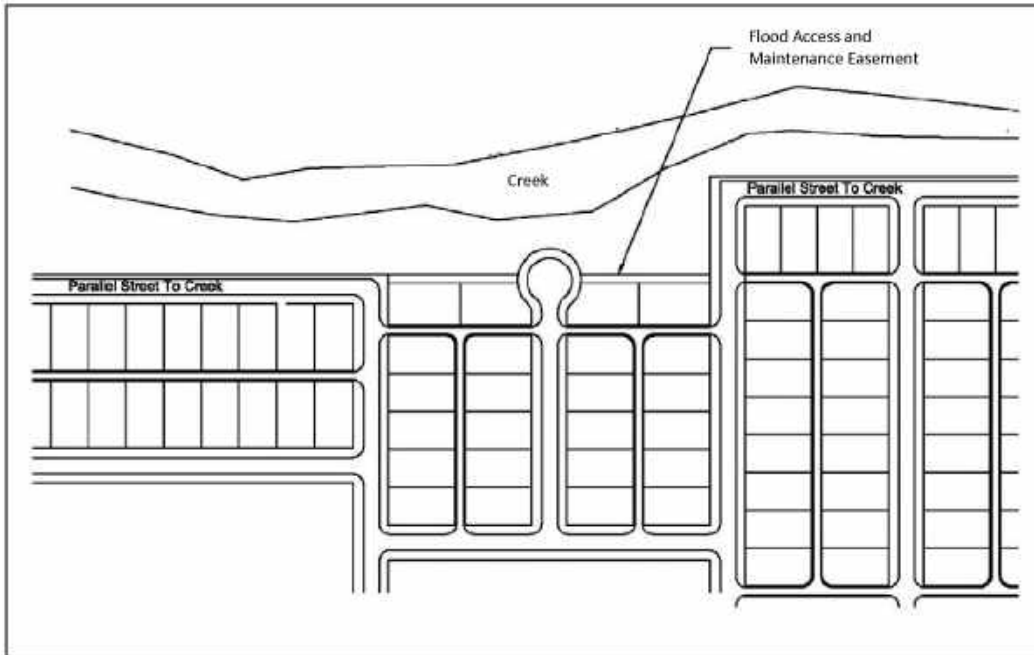


Figure 58

The waiver was granted with the stipulation that the developer dedicate a drainage, utility, and access easement in lieu of the requirement of a separate lot. This will be even more important with the proposed high density development. **The City needs to have access to the floodway and utilities on the east side of the property. Any further development of this property will require that the municipal code is followed and that the property will be broken into lots with dedication of the floodway to the City.**

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Drainage and Flood Control, Wetlands, and Sediment Control

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

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

A substantial amount of fill is being proposed with this development. No fill will be allowed in the regulatory floodway. A floodplain permit will be required and a FEMA approved LOMR-F (Letter of Map Revision – Fill).

Easements and Right-of-Way

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A 15' Utility easement will be required to be dedicated along the southern property line per 38-48.15.(c)(2).



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Re: PC - 2045

Date: 17 June 2020

PC-2045 is a request to rezone a portion of this lot from R-6, Single Family Residential to R-HD, High Density Residential for multifamily residential buildings.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Other requirements will be reviewed once design / construction plans have been submitted.

Respectfully,

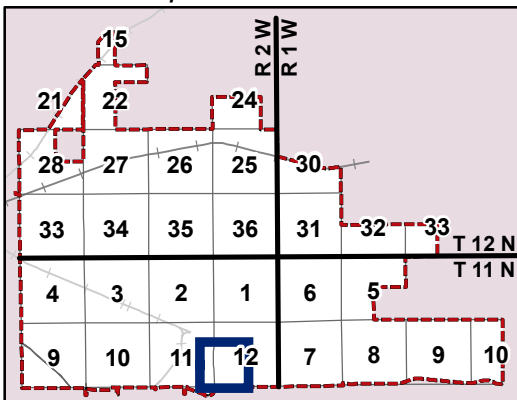
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

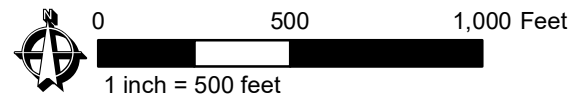
The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



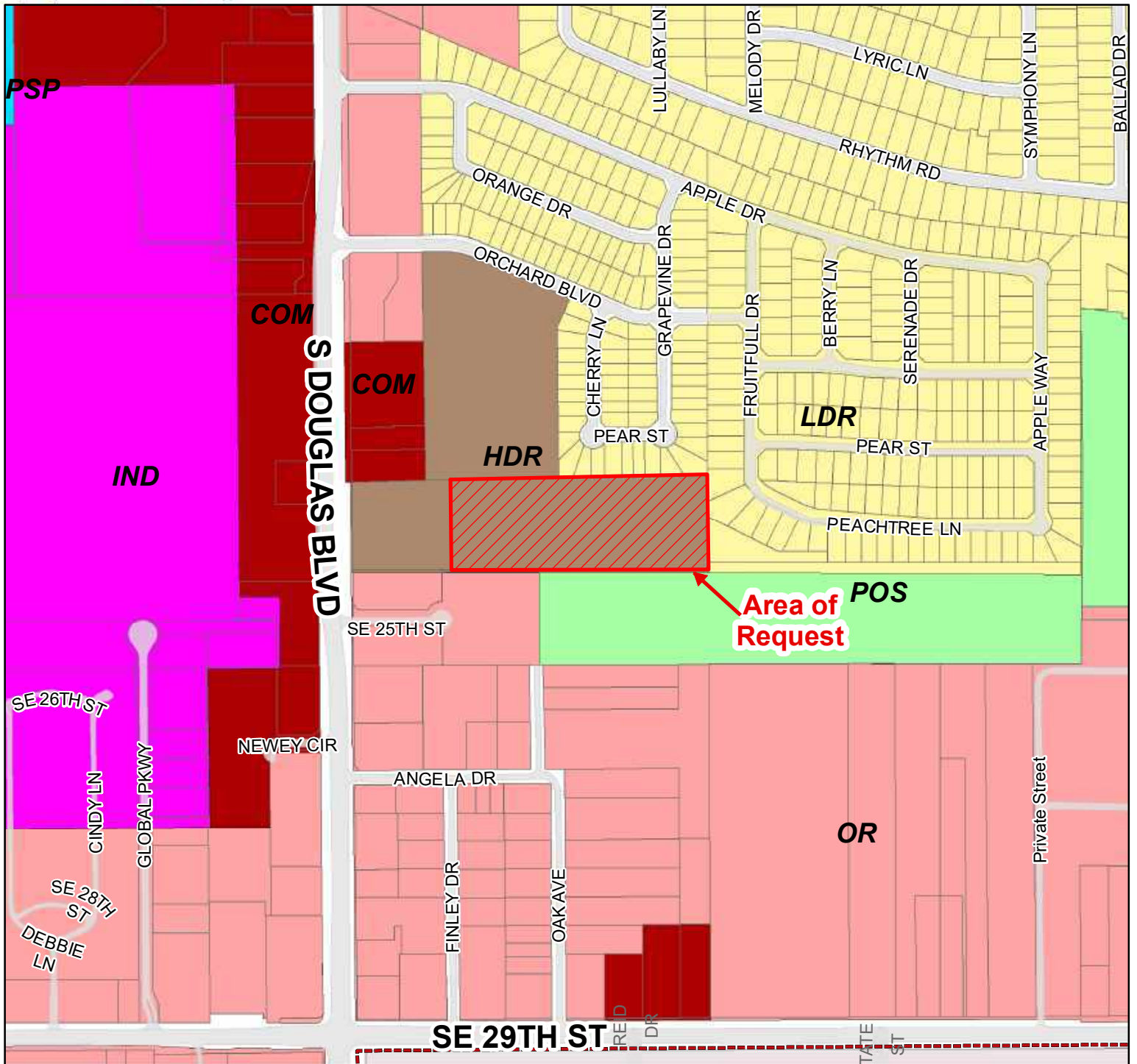
Locator Map



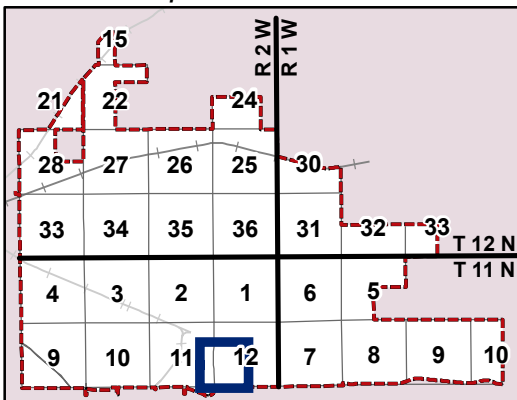
**3/2020 NEARMAP AERIAL VIEW FOR
PC-2045
(SW/4, Sec. 12, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



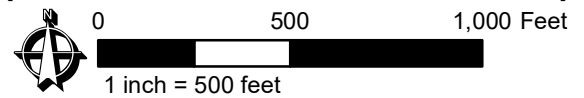
Locator Map



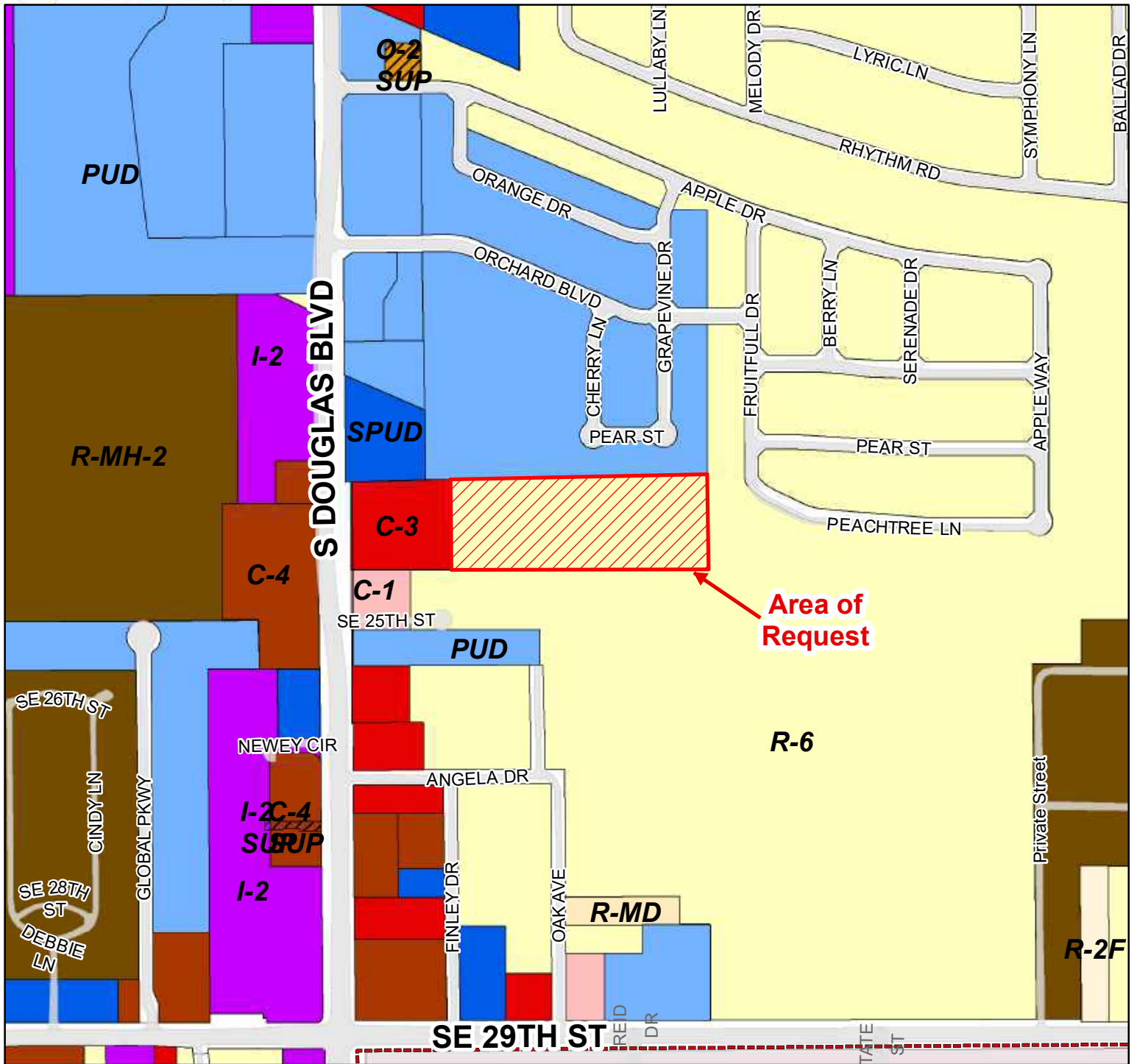
Future Land Use Legend

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

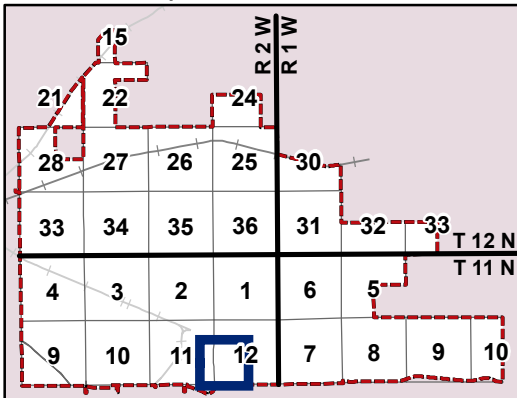
FUTURE LAND USE MAP FOR PC-2045 (SW/4, Sec. 12, T11N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-2045**

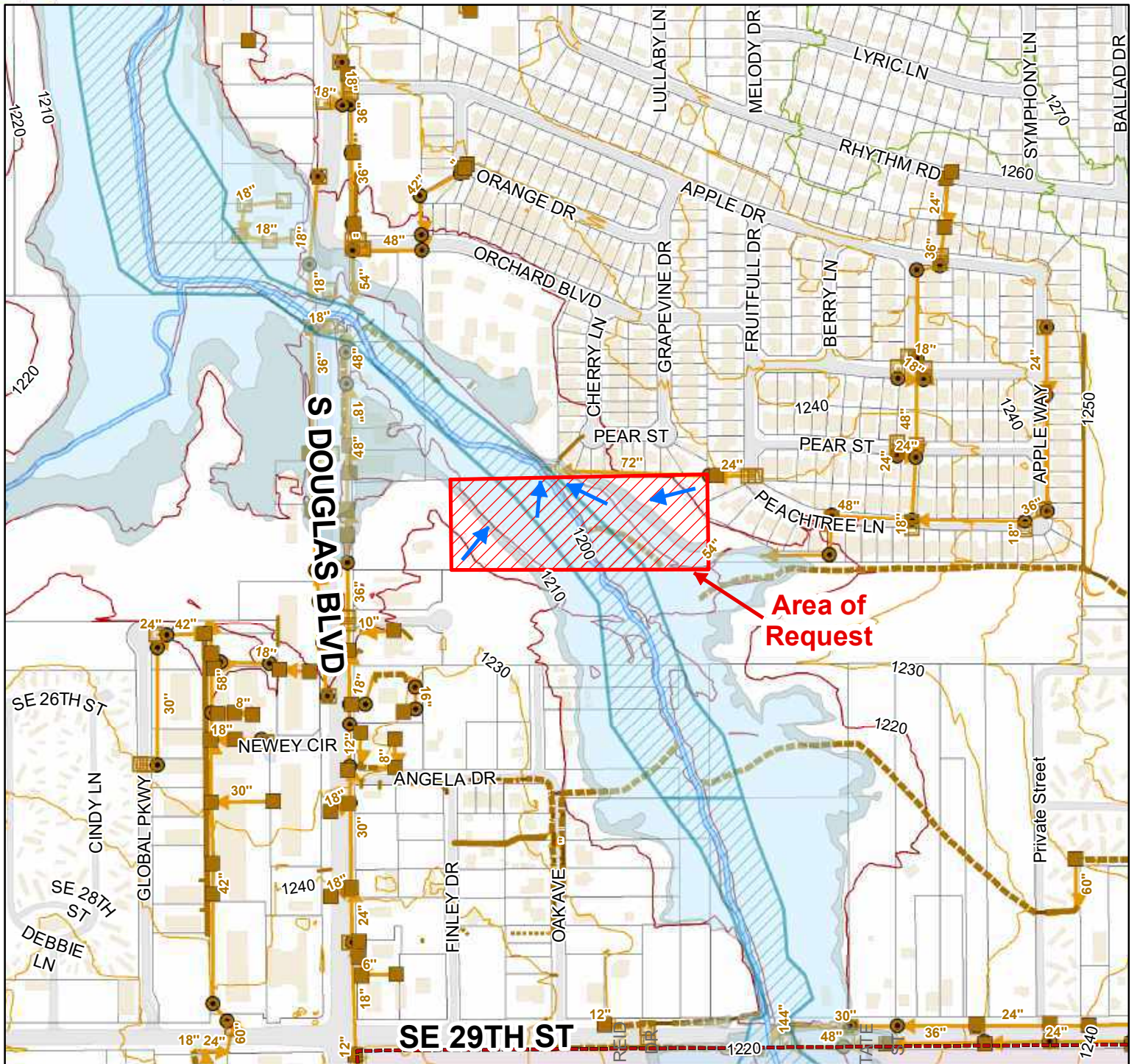
(SW/4, Sec. 12, T11N, R2W)



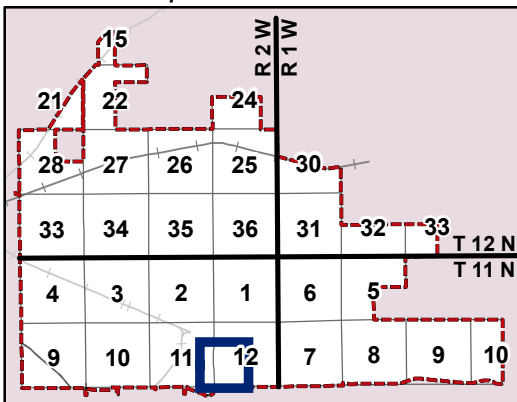
0 500 1,000 Feet

1 inch = 500 feet

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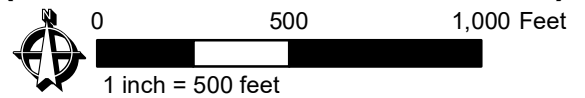
Locator Map



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

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

DRAINAGE LOCATION MAP FOR PC-2045 (SW/4, Sec. 12, T11N, R2W)



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1 **PC-2045**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO R-HD, HIGH DENSITY RESIDENTIAL, AND**
5 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to R-HD, High Density Residential, subject to the conditions contained in the PC-2045 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty's zoning district as specified in this ordinance:

14 A tract of land lying in the Southwest Quarter of Section Twelve (12), Township Eleven
15 (11) North, Range Two (2) west of the Indian Meridian, Midwest City, Oklahoma
16 County, Oklahoma, being more particularly described as follows:

17 COMMENCING at the Northwest corner of said Southwest Quarter;
18 THENCE South 00°32'01" East, along the West line of said Southwest Quarter, a dis-
19 tance of 660.00 feet; THENCE North 89°27'59" East a distance of 410.00 feet to the
20 point of beginning.
21 THENCE North 89°27'59" East a distance of 910.00 feet;
22 THENCE South 00°32'001" East a distance of 330.00 feet;
23 THENCE South 89°27'598" West a distance of 910.00 feet;
24 THENCE North 00°32'01" West a distance of 330.00 feet to the point of beginning.

25 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are
26 hereby repealed.

27 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
28 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
29 tions of the ordinance.

30 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the _____ day of _____, 2020.

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THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 28, 2020

Subject: (PC – 2046) Public hearing with discussion and consideration of an ordinance redistricting from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), for the property described as a part of the Lots 7-10 of the Thomas Acres Addition addressed as 9070 NE 13th Street.

Executive Summary: A PUD governed by the R-MD, Medium Density Residential district, for the area of request was approved in October 2019. There was much discussion regarding the design of the development at both the Planning Commission and City Council meetings. The Planning Commission recommended denial but the PUD was approved by the City Council. Since that time, the applicant has requested to make modifications to the approved PUD. These modifications include:

- Reconfiguring the design of the homes so that each dwelling unit has an attached garage. This was a concern during the original review as garages for both dwelling units of each duplex were placed at one end of the structure meaning the occupant of the unit on the other end would have to walk outside from their garage to their dwelling unit.
- The original PUD consisted of eleven (11) residential duplex structures with twenty-two (22) dwelling units. This request increases the density by adding one (1) more duplex structure with two (2) dwelling units.
- The 26' wide road has been shortened
- The storage units have increased in size
- Detention pond has been modified

All future maintenance of the private drive, detention pond, water and sewer house lines and all other portions of the development will be the responsibility of the property owner. A single private drive is proposed to provide access to each lot. Private water and sewer lines will be extended from the main public lines to serve each dwelling unit. Within this proposal, the applicant plans to retain ownership of the entire development and rent out individual dwelling units. At the Planning Commission meeting, the applicant stated that he planned to gate the development. The day following the Planning Commission meeting, the applicant stated that he is requesting rollover curbs for the private drives within the proposed development. Rollover curbs were approved with the original application in 2019. Action is at the discretion of the City Council.

Dates of Hearing: Planning Commission – July 7, 2020
City Council – July 28, 2020

Council Ward: Ward 5, Councilmember Christine C. Price Allen

Owner/Applicant: Adam Stephens

Proposed Use: 12 duplex structures (24 dwelling units) on one lot

Size: The area of request has a frontage along NE 13th St. of approximately 286 ft. and contains an area of approximately 2.04 acres.

Development Proposed by Comprehensive Plan:

Area of Request – MDR, Medium Density Residential

North, South, East and West – LDR, Low Density Residential



Zoning Districts:

Area of Request – Planned Unit Development (PUD) governed by R-MD, Medium Density Residential

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

Land Use:

Area of Request – vacant
North – Vacant



South - Vacant



East – single family residence



West - vacant



Comprehensive Plan Citation:

Medium Density Residential (MDR) Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan. The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

- (A) Innovative land development
Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) Flexibility within developments
Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) Efficient use of land
Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) Function, design and diversity
Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) Modifications to development requirements
Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This property has been zoned residential since the adoption of the 1985 Zoning Map.
2. The area was platted as a part of the Thomas Acres addition in 1957.
3. A PUD governed by the R-MD, Medium Density Residential District was approved for the area of request October 22, 2019 (PC-2023).
4. Planning Commission recommended approval of this request July 7, 2020.

Staff Comments:

Engineer's Report:

Note: This application is for amending the PUD previously approved in October 2019 (PC-2023) for a development located at 9070 NE 13th Street. No engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the south side of NE 13th Street. Public water mains extend along the full frontage of this property and existing facility is connected to the city water main, therefore water line improvements are not required as outlined in Municipal Code 43-32.

A fire hydrant is shown in the proposed master site plan. Applicant can either extend public main with required easements or may use a private system subject that they meter at the public / private connection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located along the entire north side and a portion of the east side of the proposed development. The public sewer main is accessible to this development. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available off NE 13th Street which is classified as a local road in the 2008 Comprehensive Plan. NE 13th Street is a two lane, 22-foot-wide, uncurbed, asphalt roadway. Half street and sidewalk improvements along NE 13th Street will be required with a building permit submittal as outlined in Municipal Code 37-67 and 38-45.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request has a gentle fall to the northeast and is primarily field with a few trees. Topography is such that water sheet flows off the site to the north and east. There is no existing detention.

The area of request is entirely within flood zone AE as shown on Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 18th, 2009. None of the proposed development is affected by flood zone AE.

Detention will be required for this development and shall be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The detention system proposed is entirely private with private storm pipes and private inlets. The outfall of this development appears to be in the northeast corner. This outfall proposed will flow onto neighbor's private property and as such, require substantial energy dissipation and redistribution of concentrated flow to sheet flow.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a local road shall have a total right-of-way of fifty (50) feet, twenty-five (25) feet each side of center line. The area of request currently shows to have fifty (50) feet therefore no additional right of way will be required with this application.

Fire Marshal's Report:

The Fire Marshal has reviewed this request. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15. Other requirements will be reviewed once design/construction plans have been submitted. The 10' wide access to the storage is required to be widened to a minimum of 12' while also being able to support an anticipated load of 75,000 lbs. Fire flow requirements and hydrant location will be reviewed at a later date.

Plan Review Comments:

This PUD is being requested in order to develop this 2.04-acre site into a small, duplex community. The development will consist of 24 dwelling units/12 duplex structures, a storage building with individual units for use by the residents and a small maintenance garage.

As mentioned in the Executive Summary, a similar PUD was approved for the area of request in October 2019. There were concerns at both the Planning Commission and City Council hearings regarding the design of the structures, specifically the placement of the garages on one end of each structure. With the garages on one end of the structure, the occupant of the dwelling unit on the other end would have to walk outside to get from their driveway/garage to their dwelling unit. Although the PUD was approved, the applicant wanted to change the design to alleviate concerns raised by Planning Commissioners and Councilmembers.

The Zoning Ordinance does allow for the Community Development Director to approve minor changes to a PUD. As the design of the homes was a large concern at the Planning Commission and City Council meetings, it was determined that a change in design would need to be re-heard by the Planning Commission and City Council. There are also other minor amendments between this application and the approved PUD listed in the executive summary.

The dwelling units will be three-bedroom units housed in 12 duplex structures. Each dwelling unit will have an attached single car garage.

A variance is requested to allow a 5' setback on the east and west sides of the property. Code requires a minimum 7' side setback. A 5' setback was approved with the original PUD.

The private drive providing access to each of the residential structures will be required to be built to Midwest City standards but will remain private. The Master Development Plan approved with the previous PUD was approved with rollover curbs. The site plan submitted with this application does not show rollover curbs, however, the applicant spoke with staff on July 8, 2020 and stated that he is requesting rollover curbs for the private drives within the development.

The PUD is to be governed by the R-MD, Medium Density Residential zoning district. Section 5.2.4 (H) of the Zoning Ordinance requires that sight-proof screening be provided between medium density and single family residential districts. This will require that the applicant provide sight-proof screening along the north, east and west sides of the property. The maximum height for stockade fences is 8'. Metal poles are required. Metal panel fencing is prohibited. The sight-proof screening must be installed prior to use of the property.

Regarding landscaping, the PUD states that the landscaping will meet MWC codes. A minimum of two (2) trees are required for each dwelling unit. The trees should be a minimum of 2 ½" caliper at the time of planting.

The property is already platted as lots 7-10 of the Thomas Acres Addition. The applicant plans to keep the development under single ownership and does not plan to replat the property into individual lots for each duplex structure. Section 2.0 of the proposed PUD inaccurately states the legal description as Section 24. Other sections of the PUD and other references correctly identify the property's legal description as Section 25.

As required by the Zoning Ordinance, notice was sent to all property owners within 300 feet of the proposed development and published in the Journal Record. As of this writing, staff has received no inquiries or protest.

If this application is denied, the PUD that was approved in October 2019 would remain in effect and the applicant could apply for building permits in accordance with that previously approved design. In accordance with the Zoning Ordinance, if no progress is made three (3) years from the date of PUD approval, the PUD becomes void and the zoning reverts back to what it was prior to the PUD approval. In this case, the land would revert back to R-6, Single Family Detached Residential.

Action is at the discretion of the City Council.

Action Required: Approve or reject the ordinance to redistrict to Amended Planned Unit Development for the property as noted herein, subject to the staff comments and recommendations as found in the July 28, 2020 agenda packet and made a part of PC-2046 file.

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

Billy Harless, AICP
Community Development Director

KG

The City of Midwest City
Planned Unit Development

PUD

Design Statement for
Preston Grove Community
5-28-2020

Prepared By:

Adam Stephens

12400 S Hiwassee

Oklahoma City, OK 73165

(580)291-1516

adamstephens@yahoo.com

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SECTION 1.0 Introduction

The Planned Unit Development of Preston Grove Community consists of 2.04 acres and is located on the north side of NE 13th and Douglas Boulevard and Post road, in Midwest City. The property is further described as, Thomas Acres a part of SW 1/4, section 25, Twp 12N R-2-W Oklahoma County, Oklahoma.

SECTION 2.0 Legal Descriptions

The legal description of the property contained within this Planned Unite Development is as follows:

Part of Thomas Acres NW 1/4, SW1/4, Section 25, Twp 12N R-2-W Oklahoma County, Oklahoma,

Being more particularly described as follow:

Commencing at the Northwest $\frac{1}{4}$, Southwest $\frac{1}{4}$, Section 24, Township 12 North, Range 2 West of the Indian Meridian.

SECTION 3.0 Owner/Developer

The owner and developer of this property described in Section 2.0 is Preston Grove Communities LLC.

SECTION 4.0 Site and Surrounding Area

The subject property is presently undeveloped. The subject property is zoned PUD governed by R-MD Medium Density residential. The site is bound on the west by a residential tract of land zoned R-6 Single Family Residential; on the north by a residential tract of land currently zoned R-6 Single Family Residential; on the east by a residential tract of land currently zoned R-6 Single Family Residential; and the south access across NE 13th R-6 Single Family Residential. Surrounding properties are zoned and used for:

West: R-6 Single Family Residential

North: R-6 Single Family Residential

East: R-6 Single Family Residential

South: R-6 Single Family Residential

SECTION 5.0 Physical Characteristics

SECTION 6.0 Concept

The concept for this PUD is R-MD Residential Medium Density. This PUD proposes a development of 2.04 acres.

SECTION 6.1 Development and Subdivision Variations

Requesting variance to side setbacks on east and west boundaries from 7' to 5'.

SECTION 7.0 Service Availability

SECTION 7.1 Streets

The proposed subdivision will accessible only from NE 13th

SECTION 7.2 Sanitary Sewer

An 8-inch sewer line is located along the north property line of existing lots 7,8,9,10 and along the west side of lots 5 and 6.

SECTION 7.3 Water

A 6-inch water line is located along the south side right of way of NE 13th, south of south property line of existing lots 7,8,9,10. The developer will connect to an existing water line south of the property.

SECTION 7.4 Fire Protection

The nearest fire station to this property is located at 8712 NE 10th Street, approximately 0.7 miles to the southwest.

SECTION 7.5 Gas Service, Electrical Service, and Telephone Service

Proper coordination with the various utility companies will be made in conjunction with this development.

SECTION 7.6 Drainage

The property within this PUD is not within a FEMA 100-year flood plain.

Development will comply with the Midwest City Municipal Code.

SECTION 8.0 Use and Development Regulations

The use and development of the R-MD shall govern this PUD, except as herein modified, including accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein. The original intended primary use is Duplex Units.

SECTION 9.0 Special Regulations

SECTION 9.1 Landscaping Regulations

The subject parcel shall meet all requirements of the City of Midwest City Landscaping Ordinance in place at the time of the development.

SECTION 9.3 Access Regulations

There will be a driveway access to Duplex units from SE 13th street in this PUD.

SECTION 9.4 Common Areas

Maintenance of all common areas in the development and maintenance of all amenities located within the common areas shall be the responsibility of the property owner. Structures, storage facilities, storage of materials, grading, fill or other obstructions, including fencing, whether temporary or permanent, will be allowed as long as pervious stated does not cause as, but not limited to, walks, benches, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

SECTION 9.5 Platting

Parcel will remain as is and is not being re-platted.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: June 22nd, 2020

Subject: Engineering staff comments for pc-2046 application to amend the PUD.

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2046:

Note: This application is for amending the PUD previously approved in October 2019 (PC-2023) for a development located at 9070 NE 13th Street. No engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the south side of NE 13th Street. Public water mains extend along the full frontage of this property and existing facility is connected to the city water main, therefore water line improvements are not required as outlined in Municipal Code 43-32.

A fire hydrant is shown in the proposed master site plan. Applicant can either extend public main with required easements or may use a private system subject that they meter at the public / private connection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located along the entire north side and a portion of the east side of the proposed development. The public sewer main is accessible to this development. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available off NE 13th Street which is classified as a local road in the 2008 Comprehensive Plan. NE 13th Street is a two lane, 22-foot-wide, uncurbed, asphalt roadway. Half street and sidewalk improvements along NE 13th Street will be required with a building permit submittal as outline in Municipal Code 37-67 and 38-45.

Drainage and Flood Control, Wetlands, and Sediment Control

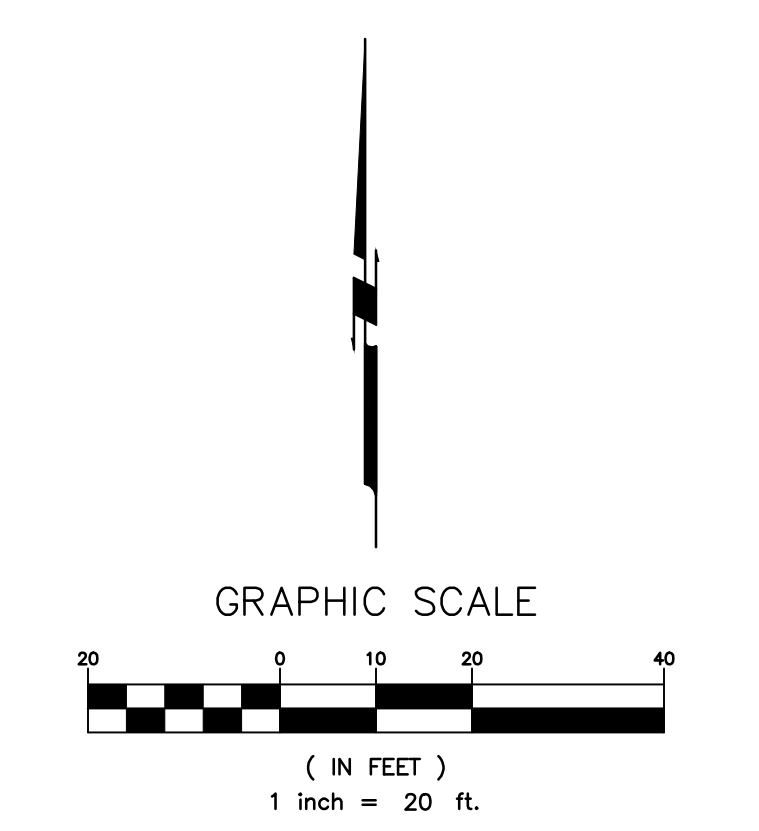
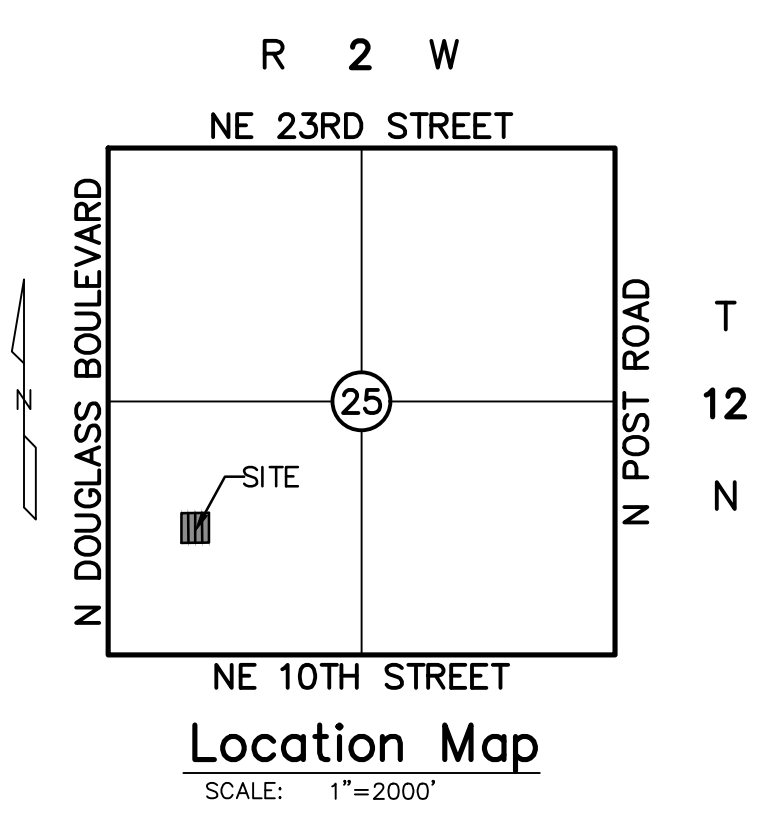
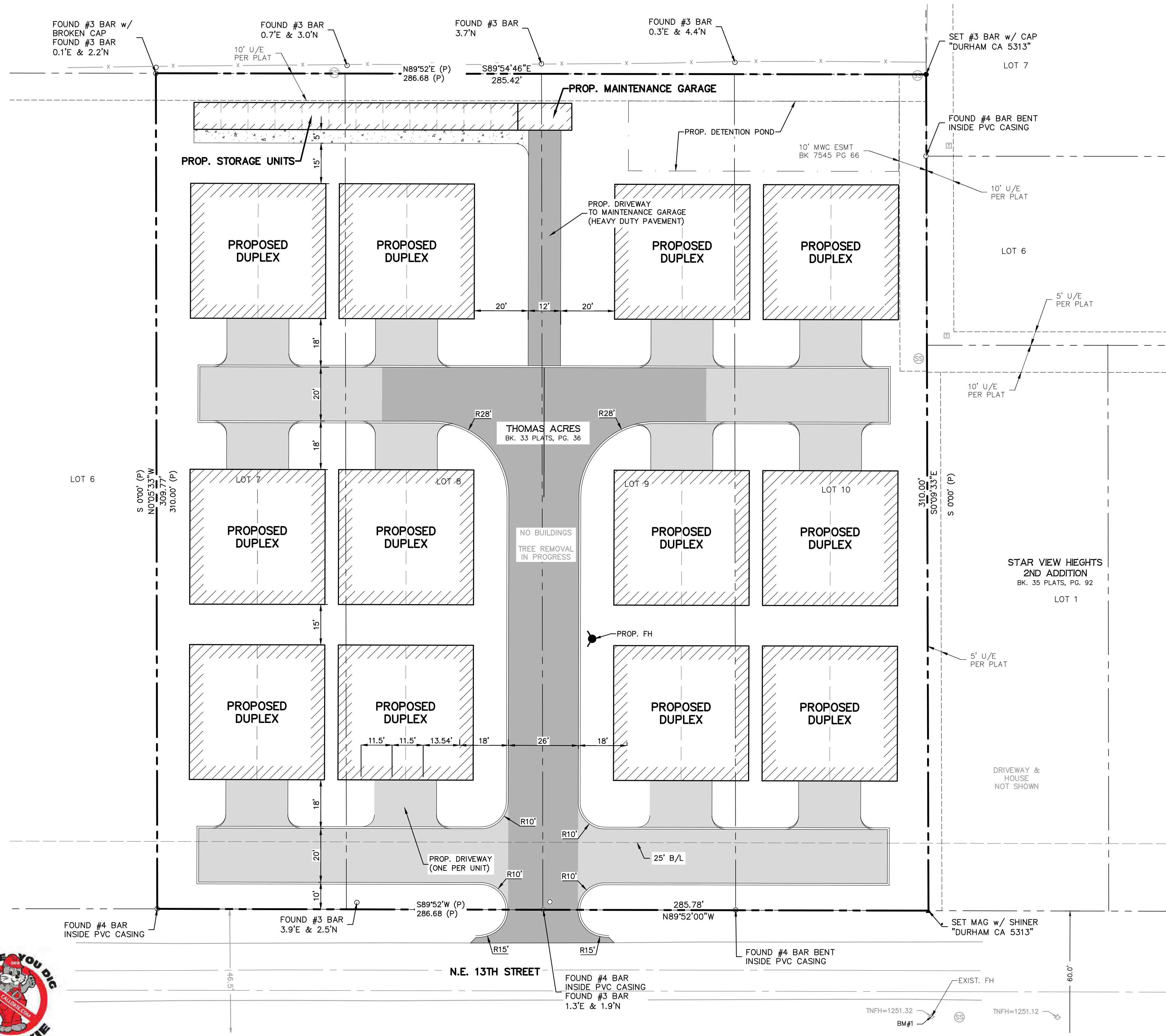
The area of request has a gentle fall to the northeast and is primarily field with a few trees. Topography is such that water sheet flows off the site to the north and east. There is no existing detention.

The area of request is entirely within flood zone AE as shown on Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 18th, 2009. None of the proposed development is affected by flood zone AE.

Detention will be required for this development and shall be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The detention system proposed is entirely private with private storm pipes and private inlets. The outfall of this development appears to be in the northeast corner. This outfall proposed will flow onto neighbor's private property and as such, require substantial energy dissipation and redistribution of concentrated flow to sheet flow.

Easements and Right-of-Way

As outlined in Municipal Code 38-45, a local road shall have a total right-of-way of fifty (50) feet, twenty five (25) feet each side of center line. The area of request currently shows to have fifty (50) feet therefore no additional right of way will be required with this application.



LEGAL DESCRIPTION
 LOTS SEVEN (7), EIGHT (8), NINE (9), AND TEN (10), OF THOMAS ACRES, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

PAVEMENT LEGEND

	STANDARD DUTY PAVING (SEE PAVEMENT SECTION)
	HEAVY DUTY PAVING (SEE PAVEMENT SECTION)
	CONCRETE PAVING OR SIDEWALK

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS PLAN.

Original Benchmark ⚡
 This survey is based on the North American Vertical Datum of 1988 (NAVD 88), according to the National Geodetic Survey (NGS) Online Positioning User Service (OPUS) Solution dated March 17, 2020. The GPS Base Station used for this survey has a value of:
 Elevation = 1253.111 feet (NAVD-88 datum)

Onsite Benchmark #1 ⚡
 Top nut of Fire Hydrant on the South side of NE 13th Street, ±44 feet South & ±2 feet West of the most Southeastern property corner.
 Elevation = 1251.32 feet (NAVD-88 datum)

Onsite Benchmark #2 ⚡
 Top of rim of Sanitary Sewer manhole on the North line of the property, located ±66 feet East & ±2 feet South of the most Northwestern property corner.
 Elevation = 1251.56 feet (NAVD-88 datum)

PRELIMINARY
 THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT.

13TH STREET VILLAGE
 9070 NE 13TH STREET
 MIDWEST CITY, OK 73110
SITE PLAN

REVISIONS	NO.	DESCRIPTION	DATE

Proj. No.: 19-056
 Date: 09/17/20
 Scale: (Horiz.) 1"=20'
 (Vert.) 1"=20'
 Drawn By: GCB
 Checked By: MGS
 Approved By: MGS

SHEET NUMBER
C1.0



RUBBS CONSULTING, LLC
 CIVIL ENGINEERING & LAND PLANNING
 1801 N. WILSON
 YUKON, OK 73099
 Phone: (405) 265-0641
 Fax: (405) 265-0649
 GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA5115 EXC. 0630920



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Re: PC - 2046

Date: 17 June 2020

PC-2046 is a request to amend a PUD. The Preston Grove PUD was approved in October 2019.

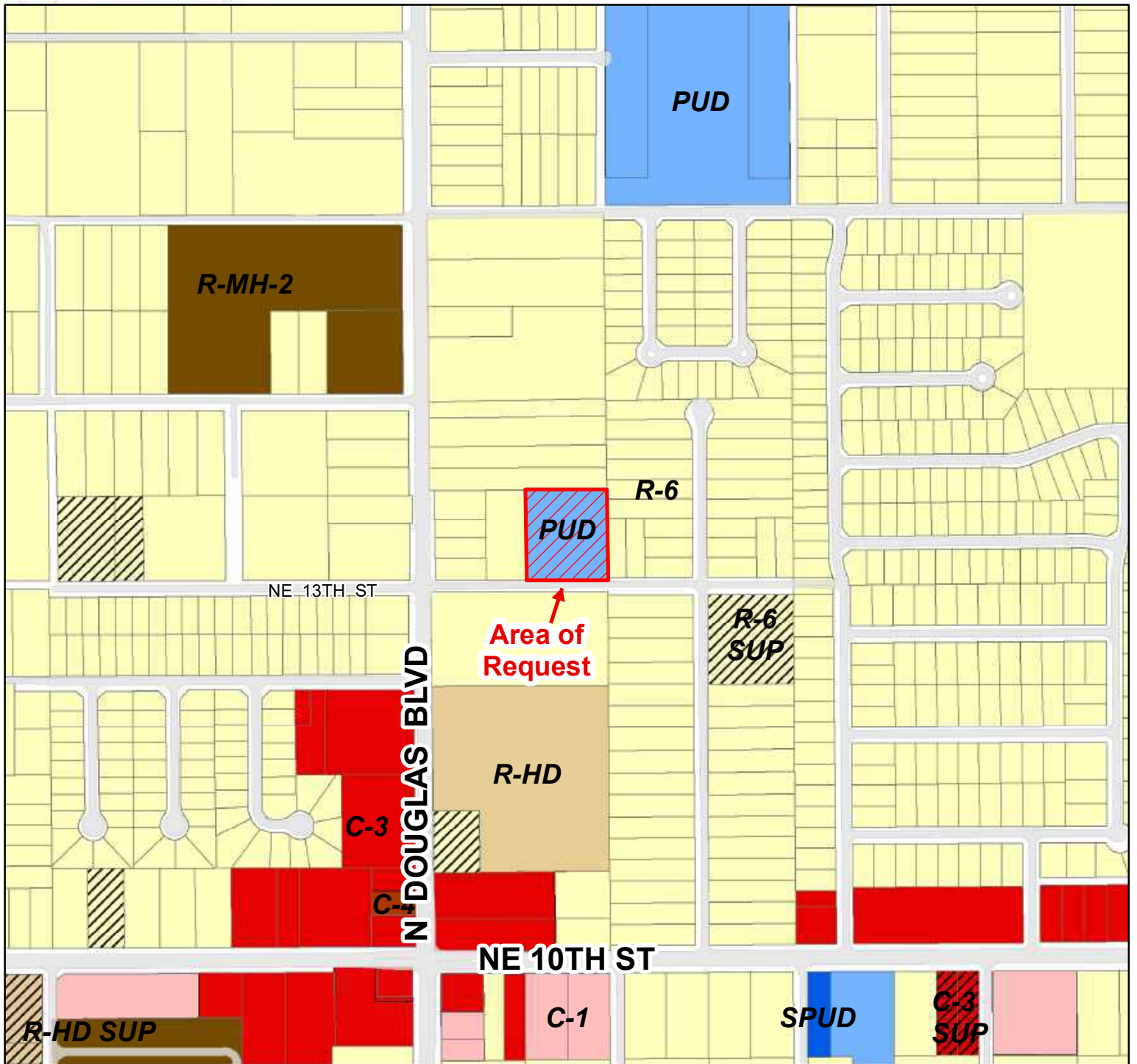
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Other requirements will be reviewed once design / construction plans have been submitted.
- The 10' wide access to the storage is required to be widened to a minimum of 12 feet while also being able to support an anticipated load of 75,000 lbs.
- Fire flow requirements and hydrant location will be reviewed at a later date.

Respectfully,

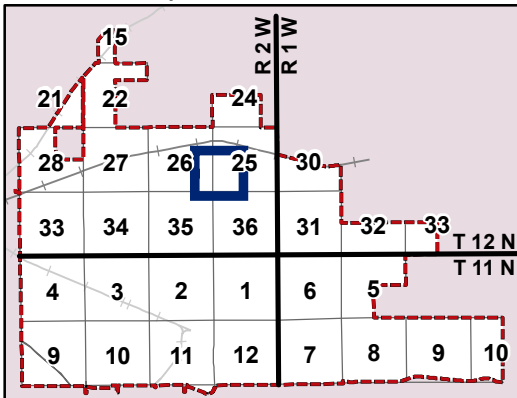
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



Locator Map



Current Zoning Legend

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

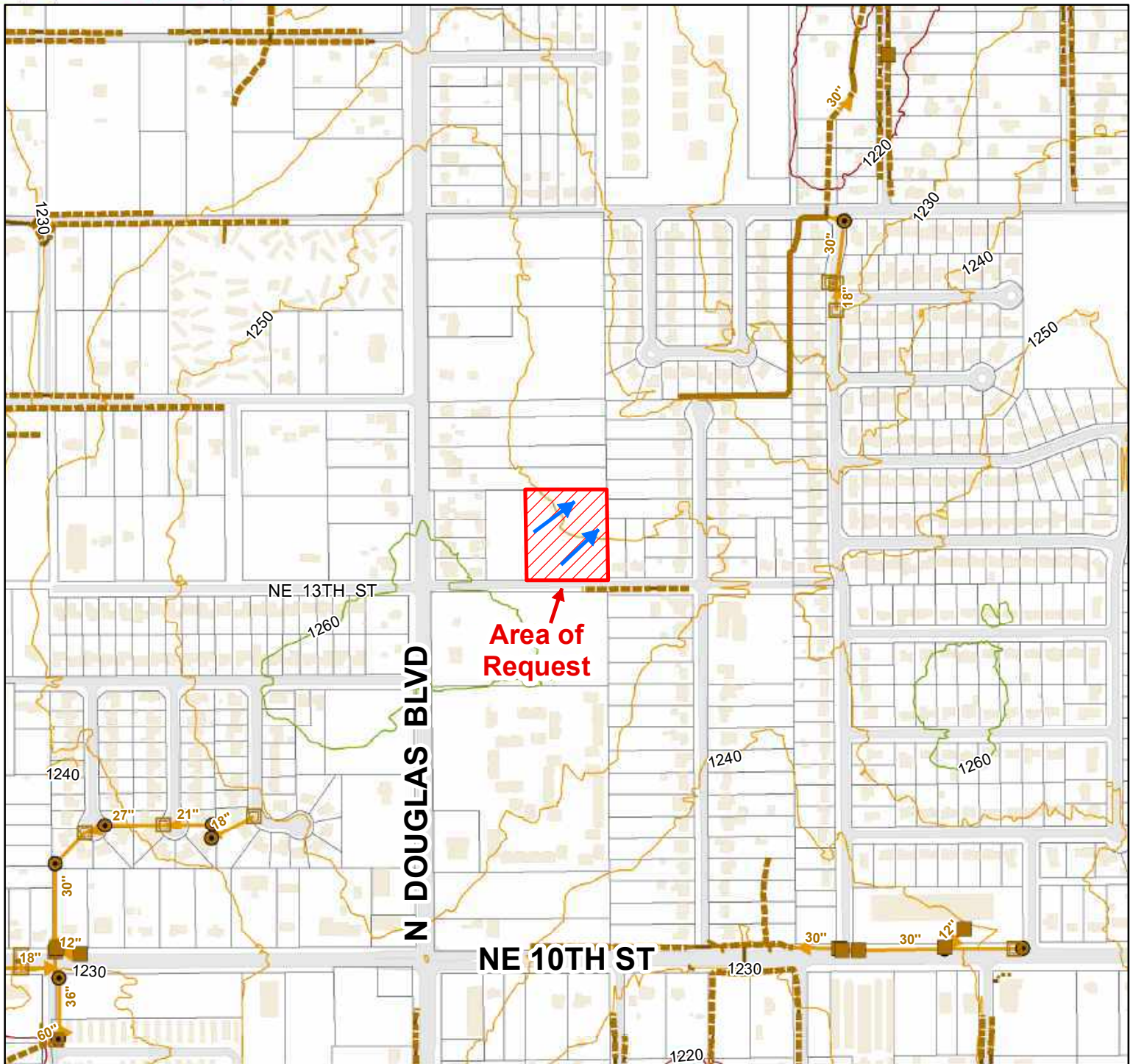
ZONING MAP FOR PC-2046 (SW/4, Sec. 25, T12N, R2W)



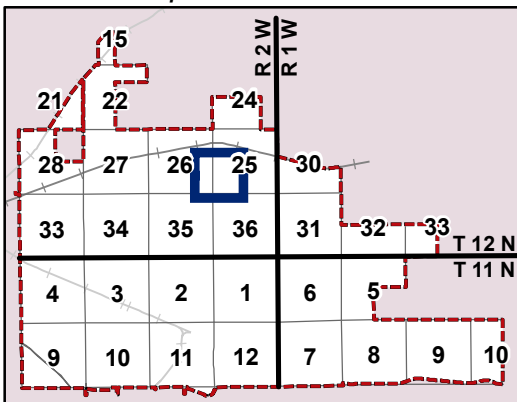
0 500 1,000 Feet

1 inch = 500 feet

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Locator Map

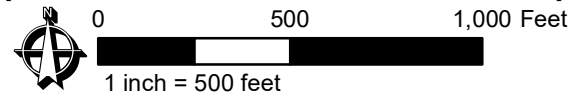


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

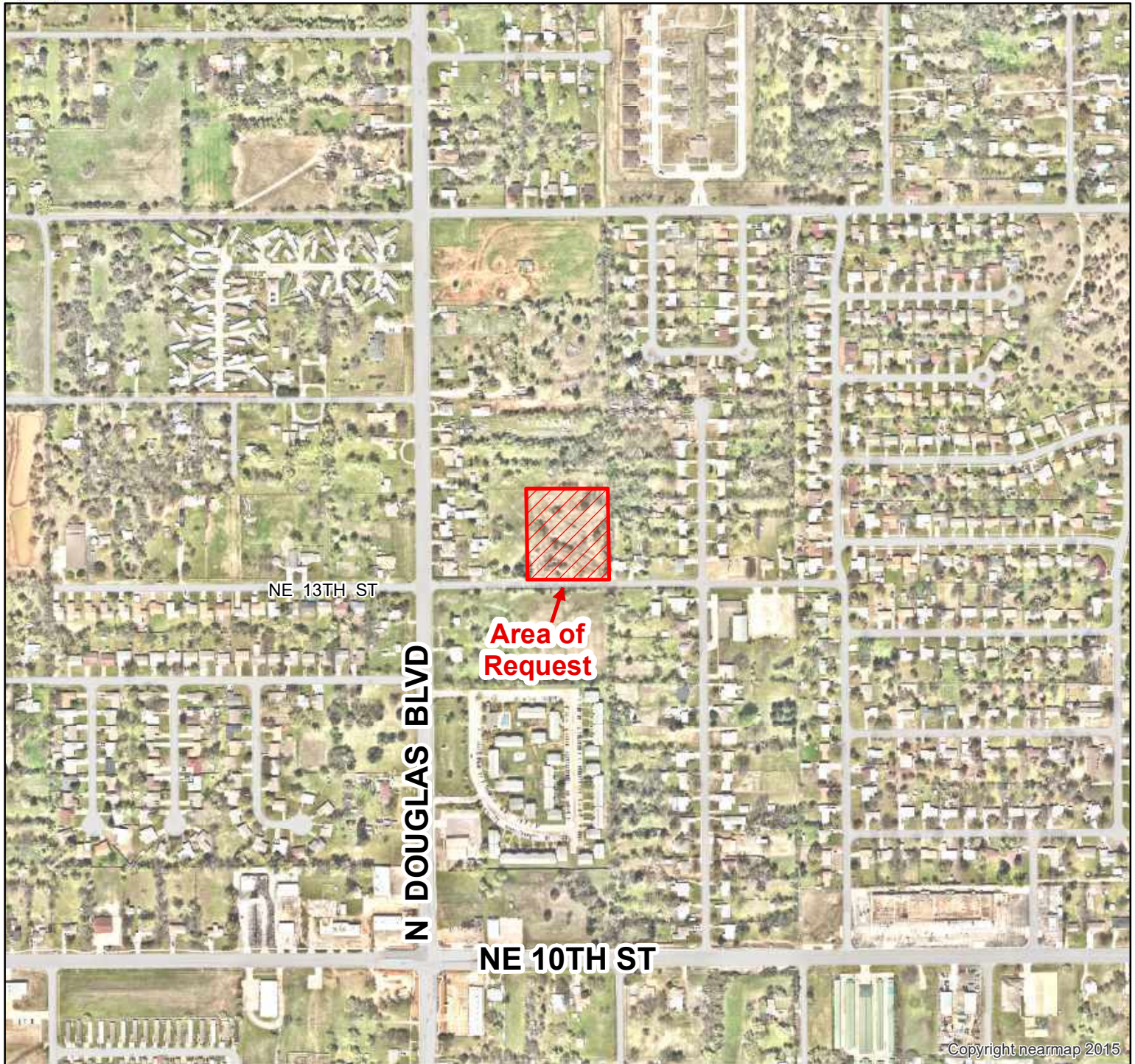
2009 FEMA Floodplains

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

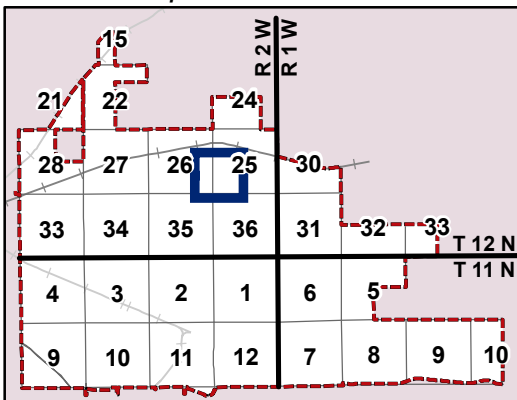
DRAINAGE LOCATION MAP FOR PC-2046 (SW/4, Sec. 25, T12N, R2W)



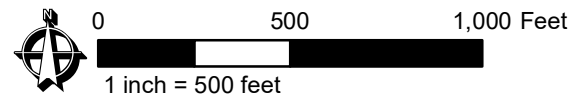
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Locator Map



**3/2020 NEARMAP AERIAL VIEW FOR
PC-2046
(SW/4, Sec. 25, T12N, R2W)**

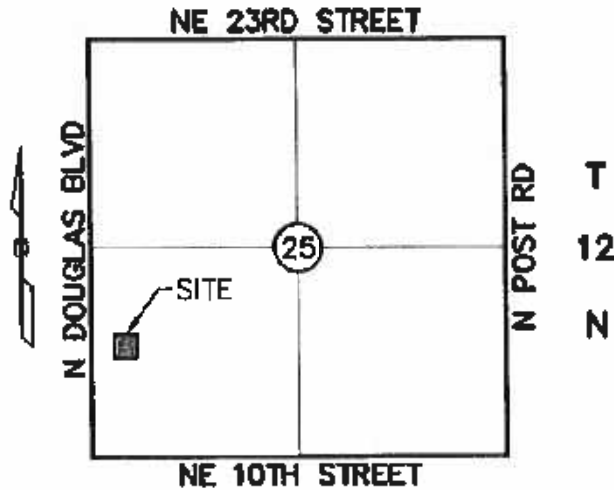


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13th Street Village

PRELIMINARY DETENTION REPORT

R 2 W



LOCATION MAP

9070 NE 13th Street
Midwest City, OK

May 28, 2020



G RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 B. Sam Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

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<i>CONCLUSIONS & RECOMMENDATIONS</i>	2

APPENDIX

Historic Drainage Area Map
Developed Drainage Area Map

DETENTION CALCULATIONS

Hydrologic Runoff Worksheets

- Historic Drainage Area
- Developed Drainage Area to Pond
- Developed Bypass Drainage Area

Site Detention Calculations – HydroCAD Model

- 100-YR frequency Storm Event

REPORT SUMMARY

PROJECT DESCRIPTION

This project will consist of the development of an approximate 2.04 acre site as a quad-plex, residential development. The project site is located at 9070 NE 13th Street, which is in the vicinity of NE 13th Street and Douglas Blvd, with the aliquot description being a part of the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This Detention Report addresses the design and control of the storm water runoff for the proposed development to meet the City of Midwest City drainage ordinance.

HISTORIC DRAINAGE SUMMARY

The existing site is currently undeveloped and consists of a vegetative grass cover. Storm water runoff from the site historically flows across the site from the southwest corner of the site to the northeast corner.

PROPOSED DRAINAGE SUMMARY

The detention pond for this project will be located near the northeast corner of the site. The detention pond has been designed to accommodate the stormwater runoff of the proposed development. The majority of runoff from the developed area will be routed through the detention pond. A small portion of the site will bypass the pond and will discharge onto the adjacent property to the east. A minimum of 70% impervious area was used to determine run-off coefficient per City of Midwest City requirements. The drainage areas and the detention pond location are shown on the Proposed Drainage Area Map in the Appendix to this report.

DETENTION SUMMARY

Detention is required and will be provided by an on-site detention pond located near the northeast corner of the development by constructing a berm and an outlet structure. The outlet structure will limit the discharge from the site to historic conditions for the 100-year storm event.

HydroCAD, Storm Water Modeling software, in conjunction with the Rational Method, has been used to show that the proposed pond will provide the required storm water detention for the 100-year frequency rainfall event. Based on the Preliminary Detention Calculations, the calculated discharge from the detention pond will not exceed historic discharge rate. Supporting calculations are included in the Appendix to this report.

CONCLUSIONS & RECOMMENDATIONS

The included detention calculations show that the proposed detention structure will provide a system that meets the requirements of the City of Midwest City drainage ordinance.

It is hereby requested that the City of Midwest City accept and approve this Preliminary Detention Report and authorize this project to proceed to the design and construction phases.

APPENDIX

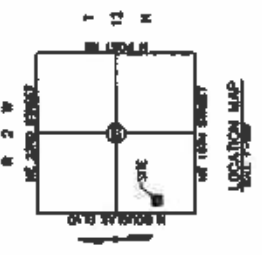
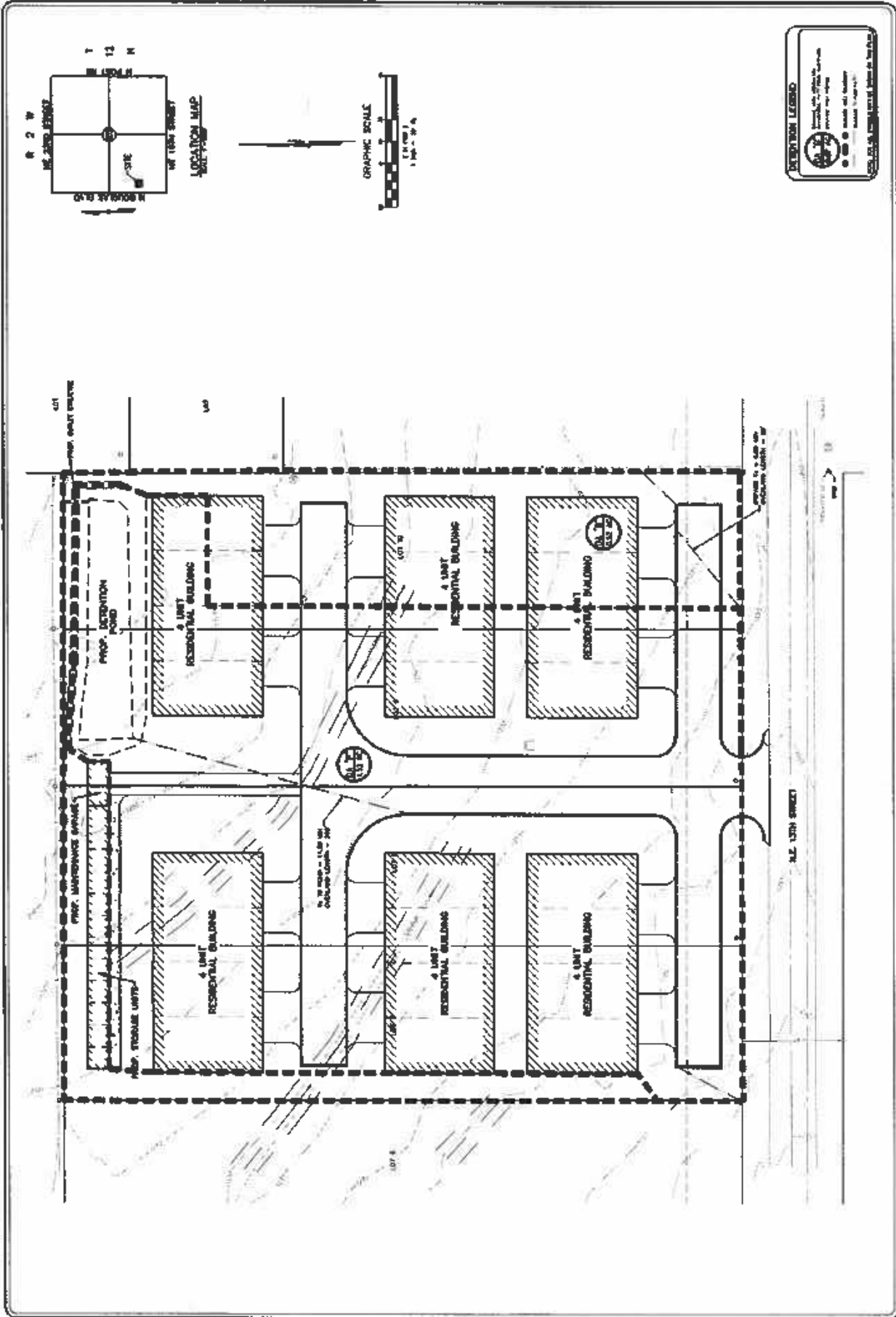
RUBIN CONSULTING LLC
 CIVIL ENGINEERING & LAND PLANNING
 1000 W. 13th Street, Suite 200
 Minneapolis, MN 55404
 Phone: 612.338.8888
 Fax: 612.338.8889
 www.rubinconsulting.com



13TH STREET VILLAGE
 PROPOSED DRAINAGE
 AREA MAP
 1000 W. 13TH STREET
 MINNEAPOLIS, MN 55404

REVISIONS	
NO.	DESCRIPTION

DAP
 DESIGN APPROVAL
 11/11/11



EXPLANATION LEGEND

- Proposed Residential Building
- Proposed Detention Pond
- Proposed Wastewater Treatment Plant
- Proposed Wastewater Collection System
- Proposed Lot Lines
- Proposed Right-of-Way
- Proposed Easement
- Proposed Utility
- Proposed Accessway
- Proposed Driveway
- Proposed Parking
- Proposed Sidewalk
- Proposed Street
- Proposed Alley
- Proposed Canal
- Proposed Ditch
- Proposed Embankment
- Proposed Excavation
- Proposed Foundation
- Proposed Footing
- Proposed Wall
- Proposed Slab
- Proposed Deck
- Proposed Stair
- Proposed Ramp
- Proposed Landing
- Proposed Platform
- Proposed Terrace
- Proposed Garden
- Proposed Lawn
- Proposed Field
- Proposed Forest
- Proposed Park
- Proposed Plaza
- Proposed Courtyard
- Proposed Courthouse
- Proposed Church
- Proposed School
- Proposed Hospital
- Proposed Office
- Proposed Store
- Proposed Restaurant
- Proposed Bar
- Proposed Club
- Proposed Gym
- Proposed Theater
- Proposed Concert Hall
- Proposed Stadium
- Proposed Arena
- Proposed Amphitheater
- Proposed Coliseum
- Proposed Circus
- Proposed Fair
- Proposed Festival
- Proposed Market
- Proposed Bazaar
- Proposed Flea Market
- Proposed Swap Meet
- Proposed Car Show
- Proposed Boat Show
- Proposed Air Show
- Proposed Fire Show
- Proposed Circus
- Proposed Fair
- Proposed Festival
- Proposed Market
- Proposed Bazaar
- Proposed Flea Market
- Proposed Swap Meet
- Proposed Car Show
- Proposed Boat Show
- Proposed Air Show
- Proposed Fire Show

DETENTION CALCULATIONS

13th Street Village Hydrologic Runoff Worksheet -- Historic Conditions

Summary

Date Modified: 5/28/2020

Drainage Area Designation: HISTORIC
Drainage Basin Total Area: 2.04 Acres
Weighted Runoff Coefficient (C): 0.50
Time of Concentration: 15.32 Min.

I (in/hr)	Q (cfs)
I2= 3.93	Q2= 4.01
I5= 4.70	Q5= 4.79
I10= 5.35	Q10= 5.46
I25= 6.20	Q25= 6.32
I50= 7.05	Q50= 7.19
I100= 7.83	Q100= 7.99

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Undeveloped	2.04	0.50	1.02
Developed Land Uses:			
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Duplex	0.00	0.75	0.00
Quad-Plex	0.00	0.80	0.00
Apartments	0.00	0.85	0.00
Commercial - Offices	0.00	0.90	0.00
Shopping Center	0.00	0.95	0.00
Industrial	0.00	0.95	0.00
Parks and School Yards	0.00	0.50	0.00
Total Area:	2.04		1.02
		Weighted C: 0.50	

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstm Elev.	Dwnstm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1258.00	1254.50	189.00	1.85	Poor Grass	0.900	13.80
Reach 2:				0.00	Pavement	0.370	0.00

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:	256.00	3.00	1.42
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 15.32
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

I (in/hr)	Q (cfs)
I2= 3.93	Q2= 4.01
I5= 4.70	Q5= 4.79
I10= 5.35	Q10= 5.46
I25= 6.20	Q25= 6.32
I50= 7.05	Q50= 7.19
I100= 7.83	Q100= 7.99

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

13th Street Village Hydrologic Runoff Worksheet -- Proposed Conditions

Summary

Date Modified: 5/28/2020

Drainage Area Designation: Proposed
Drainage Basin Total Area: 1.52 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 14.50 Min.

I (in/hr)	Q (cfs)
12= 4.03	Q2= 4.29
15= 4.80	Q5= 5.11
110= 5.47	Q10= 5.82
125= 6.34	Q25= 6.74
150= 7.20	Q50= 7.66
1100= 8.00	Q100= 8.52

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Undeveloped	0.00	0.50	0.00
Developed Land Uses:			
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Industrial	0.00	0.95	0.00
Commercial	0.00	0.90	0.00
Shopping Center	0.00	0.95	0.00
Percent Impervious	1.52	0.70	1.06
Total Area:	1.52	Weighted C: 0.70	1.06

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstm Elev.	Dwnstm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1258.00	1257.00	34.00	2.94	Avg. Grass	1.000	7.46
Reach 2:	1257.00	1249.00	364.00	2.20	Pavement	0.370	7.04

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:		7.00	0.00
Reach 2:			0.00

Total Tc: 14.50
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A/(B+Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

I (in/hr)	Q (cfs)
12= 4.03	Q2= 4.29
15= 4.80	Q5= 5.11
110= 5.47	Q10= 5.82
125= 6.34	Q25= 6.74
150= 7.20	Q50= 7.66
1100= 8.00	Q100= 8.52

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

13th Street Village Hydrologic Runoff Worksheet -- Bypass

Summary

Date Modified: 5/28/2020

Drainage Area Designation: Bypass
Drainage Basin Total Area: 0.52 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.00 Min.

I (in/hr)	Q (cfs)
I2= 5.83	Q2= 2.12
I5= 6.55	Q5= 2.39
I10= 7.46	Q10= 2.72
I25= 8.65	Q25= 3.15
I50= 9.83	Q50= 3.58
I100= 10.92	Q100= 3.98

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Undeveloped	0.00	0.50	0.00
Developed Land Uses:			
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Industrial	0.00	0.95	0.00
Commercial	0.00	0.90	0.00
Shopping Center	0.00	0.95	0.00
Percent Impervious	0.52	0.70	0.36
Total Area:	0.52		0.36
		Weighted C: 0.70	

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstm Elev.	Dwnstm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1256.00	1253.50	80.00	3.13	Pavement	0.370	3.74
Reach 2:	0.00	0.00	0.00	3.85	Pavement	0.370	0.00

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:		5.00	0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

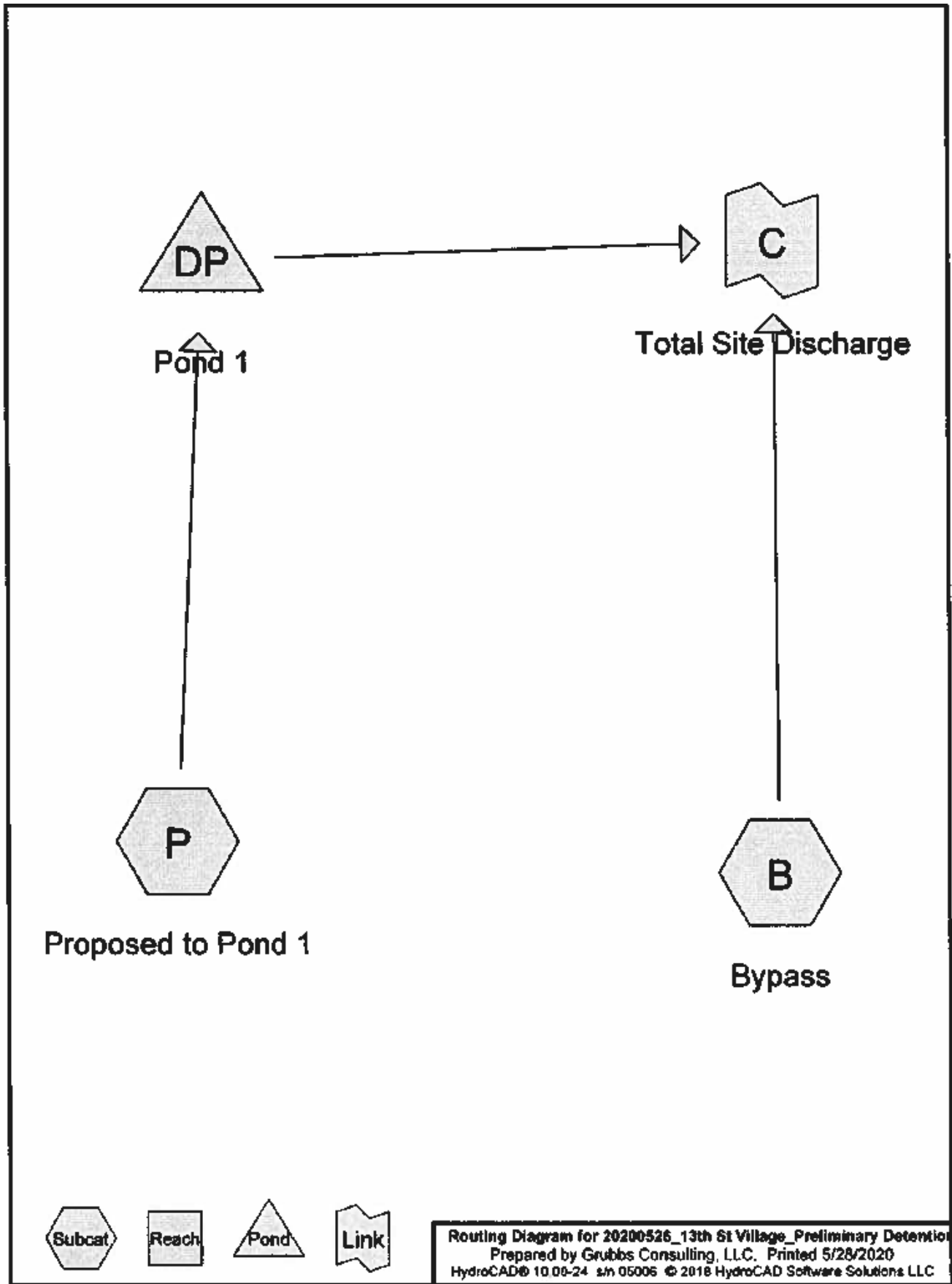
Total Tc: 5.00
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

I (in/hr)	Q (cfs)
I2= 5.83	Q2= 2.12
I5= 6.55	Q5= 2.39
I10= 7.46	Q10= 2.72
I25= 8.65	Q25= 3.15
I50= 9.83	Q50= 3.58
I100= 10.92	Q100= 3.98

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8



Routing Diagram for 20200526_13th St Village Preliminary Detention
 Prepared by Grubbs Consulting, LLC. Printed 5/28/2020
 HydroCAD® 10.09-24 s/n 05006 © 2018 HydroCAD Software Solutions LLC

Time span=0.00-3.00 hrs, dt=0.01 hrs, 301 points
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment B: Bypass Runoff Area=0.520 ac 0.00% Impervious Runoff Depth=1.67"
Tc=5.00 min C=0.70 Runoff=2.51 cfs 0.072 af

Subcatchment P: Proposed to Pond 1 Runoff Area=1.520 ac 0.00% Impervious Runoff Depth=1.67"
Tc=14.50 min C=0.70 Runoff=7.32 cfs 0.212 af

Pond DP: Pond 1 Peak Elev=1,248.97' Storage=2,850 cf Inflow=7.32 cfs 0.212 af
Outflow=5.29 cfs 0.212 af

Link C: Total Site Discharge Inflow=7.57 cfs 0.284 af
Primary=7.57 cfs 0.284 af

Total Runoff Area = 2.040 ac Runoff Volume = 0.284 af Average Runoff Depth = 1.67"
100.00% Pervious = 2.040 ac 0.00% Impervious = 0.000 ac

Summary for Subcatchment B: Bypass

Runoff = 2.51 cfs @ 0.09 hrs, Volume= 0.072 af, Depth= 1.67"

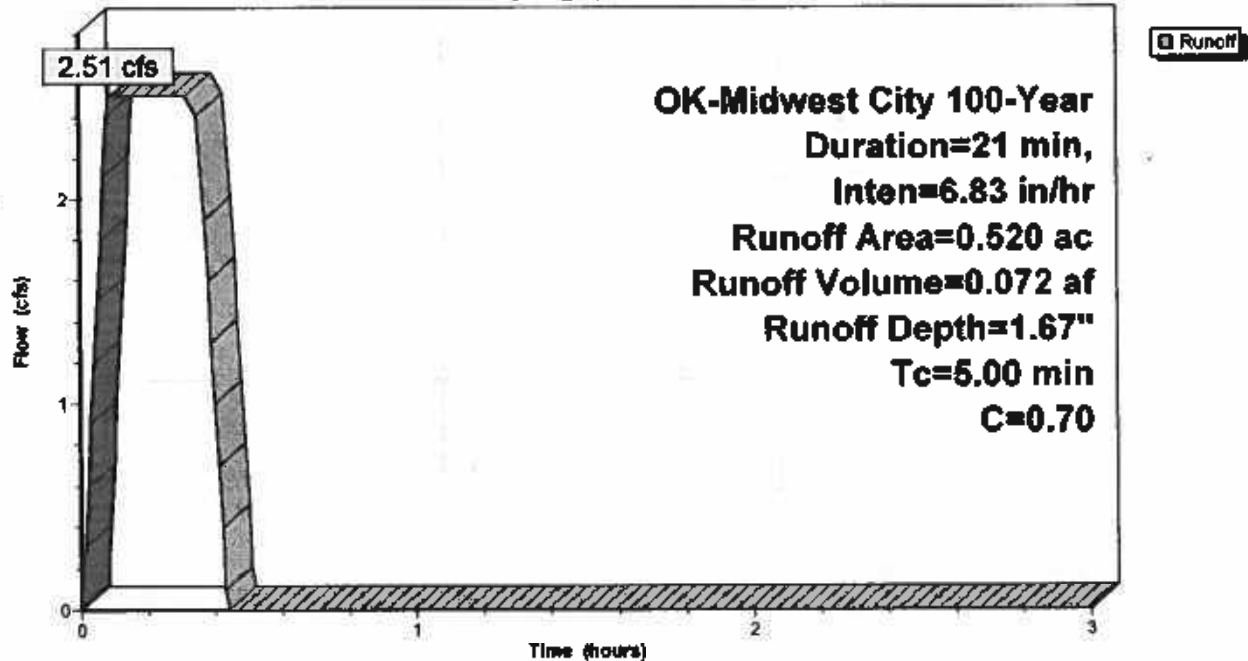
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Midwest City 100-Year Duration=21 min, Inten=6.83 in/hr

Area (ac)	C	Description
0.520	0.70	
0.520		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.00					Direct Entry,

Subcatchment B: Bypass

Hydrograph



Summary for Subcatchment P: Proposed to Pond 1

Runoff = 7.32 cfs @ 0.25 hrs, Volume= 0.212 af, Depth= 1.67"

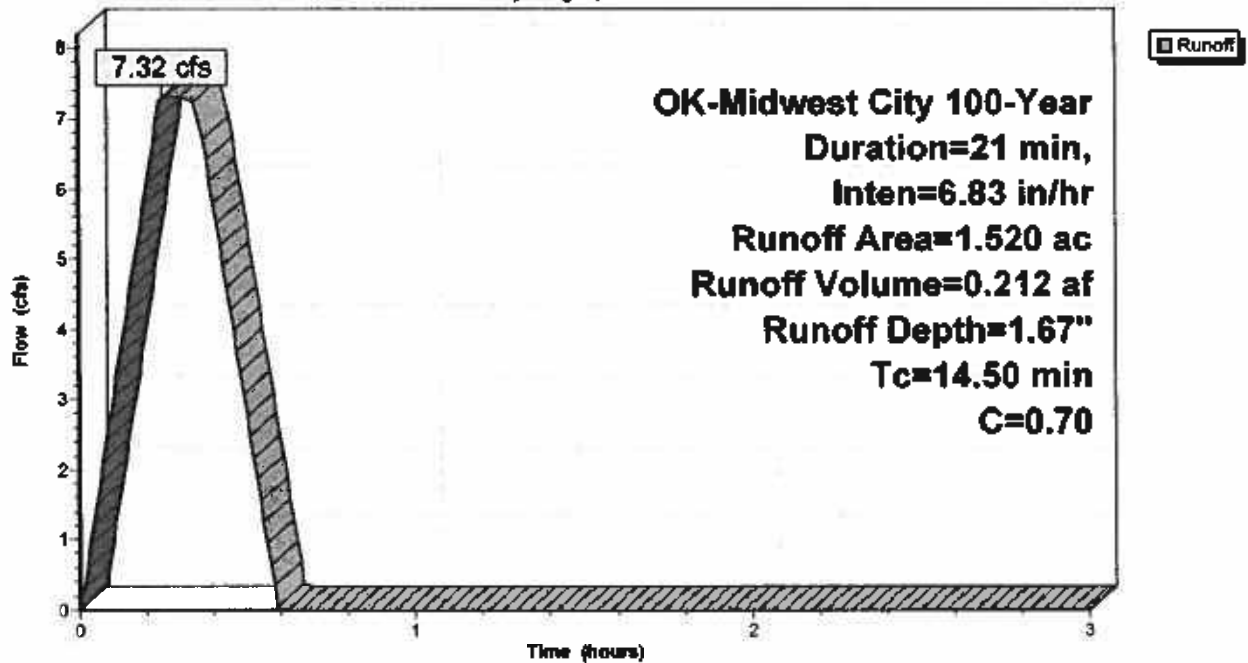
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Midwest City 100-Year Duration=21 min, Inten=6.83 in/hr

Area (ac)	C	Description
1.520	0.70	
1.520		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.50					Direct Entry,

Subcatchment P: Proposed to Pond 1

Hydrograph



Summary for Pond DP: Pond 1

Inflow Area = 1.520 ac, 0.00% Impervious, Inflow Depth = 1.67" for 100-Year event
 Inflow = 7.32 cfs @ 0.25 hrs, Volume= 0.212 af
 Outflow = 5.29 cfs @ 0.42 hrs, Volume= 0.212 af, Atten= 28%, Lag= 10.0 min
 Primary = 5.29 cfs @ 0.42 hrs, Volume= 0.212 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 Peak Elev= 1,248.97' @ 0.42 hrs Surf.Area= 2,964 sf Storage= 2,850 cf

Plug-Flow detention time= 7.2 min calculated for 0.212 af (100% of inflow)
 Center-of-Mass det. time= 7.0 min (24.8 - 17.8)

Volume	Invert	Avail.Storage	Storage Description
#1	1,247.25'	4,480 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,247.25	294	0	0
1,247.75	776	268	268
1,248.00	1,367	268	535
1,248.25	2,062	429	964
1,248.50	2,579	580	1,544
1,248.75	2,781	670	2,214
1,249.00	2,988	721	2,935
1,249.50	3,189	1,544	4,480

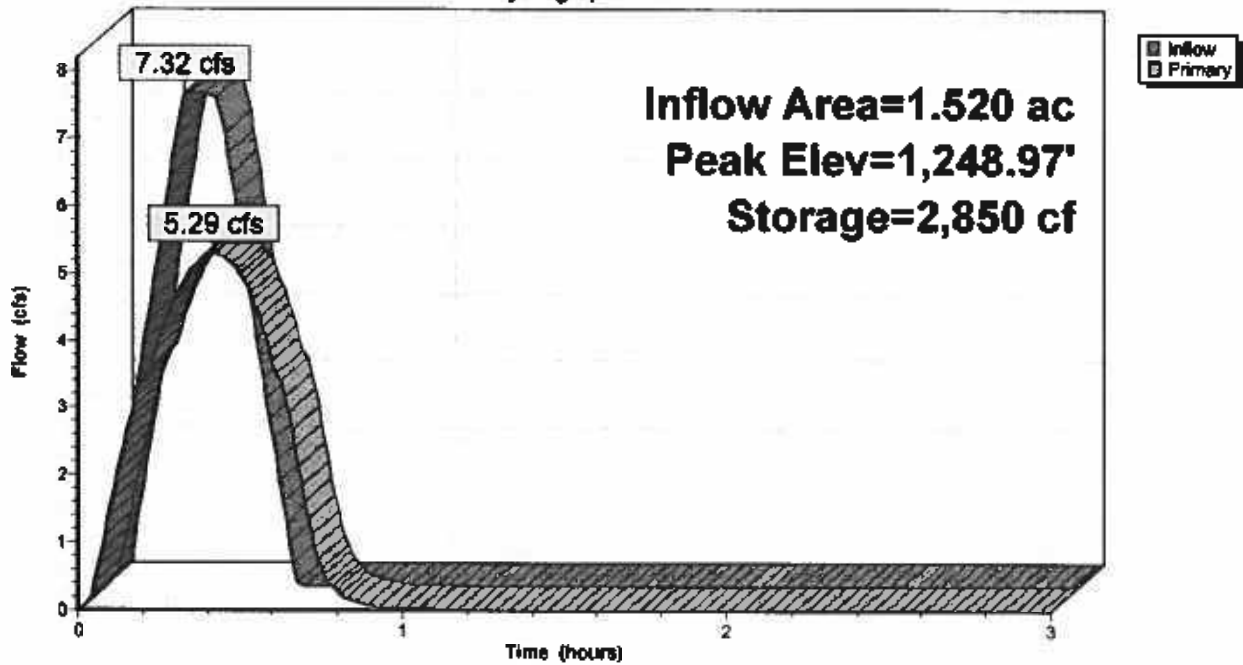
Device	Routing	Invert	Outlet Devices
#1	Primary	1,247.25'	10.0" Round Culvert L= 36.0' CPP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,247.25' / 1,247.07' S= 0.0050 ' S= 0.0050 ' Cc= 0.900 n= 0.012, Flow Area= 0.55 sf
#2	Primary	1,247.25'	10.0" Round Culvert L= 36.0' CPP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,247.25' / 1,247.07' S= 0.0050 ' S= 0.0050 ' Cc= 0.900 n= 0.012, Flow Area= 0.55 sf

Primary OutFlow Max=5.29 cfs @ 0.42 hrs HW=1,248.97' (Free Discharge)

- 1=Culvert (Barrel Controls 2.64 cfs @ 4.85 fps)
- 2=Culvert (Barrel Controls 2.64 cfs @ 4.85 fps)

Pond DP: Pond 1

Hydrograph



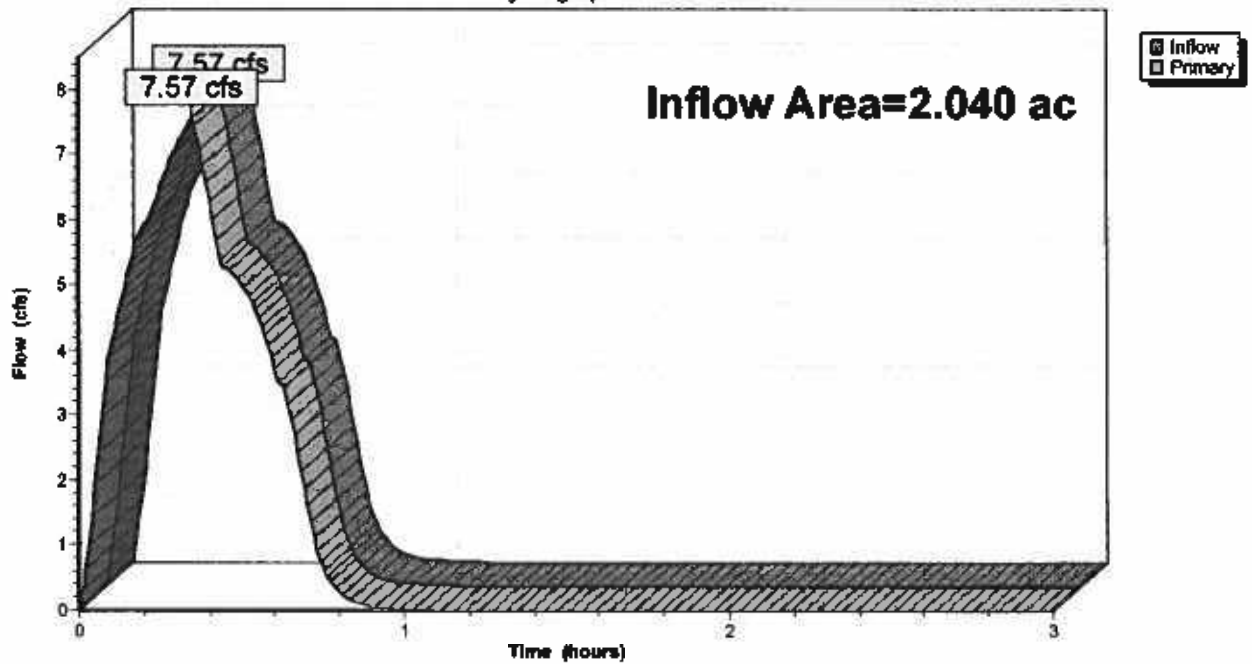
Summary for Link C: Total Site Discharge

Inflow Area = 2.040 ac, 0.00% Impervious, Inflow Depth = 1.67" for 100-Year event
Inflow = 7.57 cfs @ 0.35 hrs, Volume= 0.284 af
Primary = 7.57 cfs @ 0.35 hrs, Volume= 0.284 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs

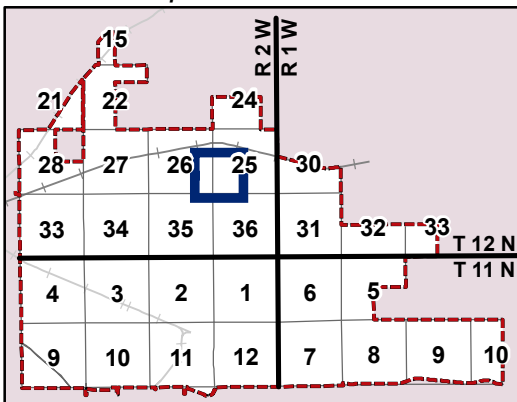
Link C: Total Site Discharge

Hydrograph





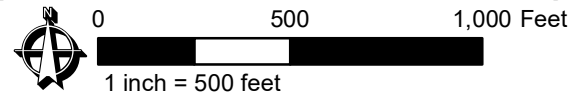
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2046
(SW/4, Sec. 25, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

1 **PC-2046**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED PUD, PLANNED UNIT DEVEL-**
5 **OPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
6 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DIS-**
7 **TRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to Amended PUD, Planned Unit Development, subject to the conditions contained in the PC-
12 2046 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-
13 tion of the property’s zoning district as specified in this ordinance:

14 Lots 7-10 of the Thomas Acres Addition, part of the SW/4 of Section 25, T12N,
15 R2W, City of Midwest City, OK

16 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are
17 hereby repealed.

18 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
20 tions of the ordinance.

21 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2020.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this _____ day of _____, 2020.

Heather Poole, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: July 28, 2020

Subject: (PC – 2047) Discussion and consideration of approval of the proposed preliminary plat of Freedom Villas, described as a part of the SE/4 of Section 35, T12N, R2W, located at 8712 E. Main Street.

Executive Summary: This item is a request to subdivide a single parcel into nineteen (19) individual parcels for two-family residential development. The property is currently zoned R-HD, High Density Residential. This zoning does allow for the development of duplexes. The applicant is proposing water, sewer and street extensions to serve all of the lots. No variances to any of the requirements of the Zoning Ordinance for development in the R-HD district will be allowed within this development. The Park Land Review Committee recommended approval of a fee to be paid in lieu of park land dedication. Tree preservation will not be required with this subdivision as the land area is less than five (5) acres. Action is at the discretion of the City Council.



Dates of Hearing:
Planning Commission –
July 7, 2020
City Council – July 28,
2020

Council Ward: Ward 3,
Councilmember Bowen

Applicant: Tinker Villas
LLC

Engineer: Mid-Del
Group Homes

Representative: Grubbs
Consulting LLC

Proposed Use: Nineteen
(19) two-family
residential lots

Size:

The area of request has a frontage along East Main Street of approximately 330 ft. and contains an area of approximately 4.79 acres.

Zoning Districts:

Area of Request – R-HD, High Density Residential

North – R-6, Single Family Detached Residential with a Special Use Permit for a fraternal lodge

South – PUD

East – C-3, Community Commercial and R-HD, High Density Residential

West – R-6, Single Family Detached Residential

Land Use:

Area of Request – one (1) vacant residential structure

North – lodge

South – North Oaks quad-plexes

East – warehouse

West – single family residence

Municipal Code Citation:

2.10.1. R-HD, High Density Residential District – General Description

This residential district is intended to provide for a density of more than twenty (20) units per gross acre. The principal use of land is for a wide variety of dwelling types. Related recreational, religious, and educational uses normally located to service residential areas also are permitted to provide the basic elements of convenient, balanced, and attractive living areas.

38-18.1. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:

1. (PC-699) This property was rezoned from R-1 to R-4, Medium Density with a Special Use Permit for a Group Home in 1984.
2. (PC-1604) An application for a Special Use Permit for a Community Based Care Facility was stricken on January 10, 2006.
3. The official 2010 Zoning Map identified this area as R-HD, High Density Residential with a Special Use Permit for a group home.
4. The Planning Commission recommended approval of this item July 7, 2020.

Engineer's Comments:

Note: This application is for a preliminary plat of Freedom Villas located at 8712 E Main Street.

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat or accompanying plan. The proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Improvements

There is a six (6) inch public water main running along the south side of E Main Street and a six (6) inch public water main runs along the east side of the proposed development. The applicant has proposed connecting to the existing waterline running along the east property and at the existing waterline on E Main Street; looping the system. The proposed extension will be an eight (8) inch public waterline. New eight (8) inch public water main would then extend to all additional proposed lots as required in Municipal Code 43-32. The lines will be within the proposed right of way of the proposed streets. Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewer Collection and Disposal

The proposed development has access to an existing eight (8) inch public sewer line at the north side of E Main St on the west edge of the proposed development. The applicant has proposed constructing a public sewer main providing service to all of the proposed lots by extension of the eight (8) inch line running along proposed streets and utilizing existing sanitary sewers. Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

E Main Street is listed as a local road in the 2008 Comprehensive Plan. A right-of-way of 50 feet is required, 25 feet on each side of centerline with an additional ten (10) foot utility easement adjacent to the proposed development. It will be required to be dedicated on the final plat if not already existing.



Looking west on E Main Street. Curb and Gutter existing but no sidewalk.



Looking east on E Main Street. Open paved ditch/ Inlet at Northeast corner.

The applicant proposes to construct two public streets in a hammerhead configuration; Spirit Drive and Patriot Drive. All the lots in the proposed development will front onto the new streets with limits of no access to those lots bordering E Main Street. Additionally, the applicant proposed to make half street improvements along E Main Street the length of the proposed development.

All improvements will include sidewalks. This sidewalk will be required to be built prior to the final plat application as per Section 38-47.2. Any work to the existing drives or sidewalk will be required to meet current Midwest City standard.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate this area to contain a future collector road. The applicant proposes to construct two public local streets that are dead ends with one point of ingress / egress; Spirit Drive is 500 feet long.

Drainage and Flood Control, Wetlands, and Sediment Control

The proposed development is gently sloped to the northwest. Existing property drains via sheet flow to the west and to the north where it is picked up by the curbing along E Main Street. Drainage to the proposed development generally is as follows:

- A developed storm sewer system runs along the south side of E Main Street.
 - On the northeast corner of the property, there is an open paved ditch junction which accepts water as an inlet off E Main Street and a pipe running off the eastern property.
 - The outflow of this paved junction then runs west ~640' via piping to an existing drainage box and then ultimately north to Soldier Creek Tributary 4.
- Drainage which does not fall into the above system sheet flows across the proposed development and then the neighboring property to the west; ultimately making its way to curbing along E Main Street. The curbing then takes the water to the same existing drainage box as the above pipe system.

All the drainage eventually flows into Soldier Creek via Soldier Creek Tributary 4. Currently, the proposed development is undeveloped with no improvements.



Open ditch / inlet to be improved with development. Entirely enclosed with new inlet



Looking south along east boundary. Note fall towards north and West



Western edge of proposed development. Some bypass proposed to fall onto this property.

The applicant has proposed that a common detention pond handle most of the drainage and a few areas where drainage would bypass the common system. The applicant has proposed the following improvements:

- A common detention pond which would accept 3.6 acres (65% of the 5.52 total drainage acreage). The detention pond will outflow via a piped weir and into the existing piped system on E Main Street.
- Bypass areas
 - The developer will also enclose the paved ditch with a junction box and inlet combination. This will be required as part of the development. 0.2 acres would flow directly onto E Main Street in the northeast corner.
 - 0.34 acres are proposed to flow from 2 lots into an inlet proposed on the backside of the common detention pond. This inlet will take the water to the existing piped system on E Main Street.
 - 0.92 acres are proposed to sheet flow directly to the neighboring property to the west. These will be backyards of four lots. Sheet flow would be required and not allow any concentration of flow.
 - 0.46 acres are proposed to flow to the neighboring west property. Staff will require that the developer work with the property owner of the neighboring west property to understand the impacts. If needed, mitigation will be required in the form of further energy dissipation and / or distribution of the drainage flow.

The area of request has no identified flood zones or floodway as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009.

The National Wetlands Inventory, www.fws.gov/wetlands/data/Mapper.html prepared by the United States Department of the Interior Fish and Wildlife Service, access October 15th, 2019 has not identified any riparian or wetland areas:

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control."

Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site.

The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.

Fire Marshal's Comments:

The Fire Department has reviewed this preliminary plat. The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15. Other requirements will be reviewed once design/construction plans have been submitted. Fire flow requirements and hydrant locations will be reviewed at a later date during the design and construction phase.

Planning Comments:

The purpose of this preliminary plat is to create nineteen (19) two-family residential lots. The area of request is zoned R-HD, High Density Residential which does allow for the use of duplexes. If this proposed subdivision is approved, all development will be required to meet the regulations for the R-HD district as stated in the Zoning Ordinance. These regulations include:

- The exterior of each home must be constructed of a minimum of 85% masonry materials, 100% facing the street
- 25' front setback, 20' rear setback, 7' side setbacks
- 50% maximum building coverage
- Minimum 5:12 roof pitch
- Two trees planted in front of the front building line for each lot

One new curb-cut along East Main Street will provide access to the area of request. As this subdivision is creating less than 50 lots, a secondary point of access is not required.

The Park Land Review Committee met on June 16, 2020 to review the proposed subdivision. As the subdivision is anticipated to generate far less than 2,500 new residents, the code does allow the applicant to pay a fee in lieu of a park land dedication. The applicant requested the fee in lieu option and the committee voted to approve the request. The fee will be determined by staff and the applicant as required by code and paid prior to application for the final plat.

It should be noted that the Special Use Permit (SUP) for a group home for this property is no longer valid as the group home has not been in operation over the past twelve (12) months. The Zoning Ordinance states that if a use allowed by SUP has been discontinued or abandoned for a period of twelve (12) months, the SUP shall expire by default.

The existing structure on the property must be demolished prior to application of a final plat. A demolition permit should be applied for through Community Development.

July 28, 2020

This preliminary plat does meet the requirements of the subdivision regulations. Action is at the discretion of the City Council.

Action Required: Approve or reject the preliminary plat of Freedom Villas located on the property as noted herein, subject to the staff comments and found in the July 28, 2020 agenda packet and made a part of PC- 2047 file.

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

Billy Harless, AICP
Community Development Director

KG



Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110
dhelmberger@midwestcityok.org Office: 405-739-1355
www.midwestcityok.org



Re: PC - 2047

Date: 17 June 2020

PC-2047 is a request for a preliminary plat for a duplex development. The property is already zoned R-HD so duplexes are an allowed use.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Other requirements will be reviewed once design / construction plans have been submitted.
- Fire flow requirements and hydrant locations will be reviewed at a later date during the design and construction phase.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: June 22nd, 2020

Subject: Engineering staff comments for pc-2047 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2047:

Note: This application is for a preliminary plat of Freedom Villas located at 8712 E Main Street.

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

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

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All easements and right of way dedications are to comply with Municipal Code Sections 38-43, 38-44, and 38-45.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: Grubbs Consulting LLC
 Phone Number: _____
 Address: 8712 E Main St

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	BB
Administrative	North arrow, scale, date, and site location map	BB
Administrative	The total number of lots	BB
Administrative	The total area of development	BB
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	BB
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	BB
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	None existing in proposed area
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	BB
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	None existing in proposed area
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	
Administrative	The legal metes and bounds of the property being developed.	BB
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	BB
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	BB

Administrative	Location of Floodplain if adjacent or within development	BB
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	BB
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	BB
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	BB
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	BB
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
Administrative	Show the proposed street layout and right of ways.	BB
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	All access points to existing roadways and be of the required number.	BB
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	
38-45.4(n)	The names of all new proposed streets.	BB
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	BB
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	BB
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	BB
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	BB
38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	BB
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	

13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	BB
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	BB
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	BB
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	BB
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	BB
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	BB
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	--
38-44.6(a)	No Development within a floodway.	--
38-44.6(b)(1)	All 100-year floodplains shall be maintained in an open natural condition	--
38-44.6(b)(2)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	--
38-44.6(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	--
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	--
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	--
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	--
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	--
38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	--
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	--
38-18.2(a)(3) 38-43.3	Preliminary utility plan	
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	BB
38-38.43.2(2)	Width of all proposed utility easements	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	BB
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	BB

38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	BB
38-43.4(d)	No utility or service lines shall cross another lot.	BB
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	BB
38-18.2(a)(5)	Preliminary site development plan	
Administrative	Finish floor elevations for all pad sites	BB
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	BB
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	BB
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	BB
38-18.2(a)(6)	Street layout plan	
Administrative	The classification of every street within or adjacent to the development.	BB
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	BB
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	BB
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	BB
38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	BB
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	BB
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	BB
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	BB
38-18.2 (a) (7)	Street signage and striping plan	
Administrative	Proposed signage of development	BB
Administrative	Proposed striping if required	--
38-18.2 (a) (9)	Other plans	
Administrative	If fee in lieu of improvements: include quantities and cost estimates	
Engineering Comments and Recommendations:		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



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Grubbs Consulting

Applicant: Tinker Villas LLC
 Phone Number: 641-5878
 Address: 39004 N. MacArthur #100
Site address: 8712 E. Main JKC

Preliminary Plat Requirements/Checklist – Planning

- Lot to be subdivided is less than 5 acres
- Lot to be subdivided has an area of more than 10,000 square feet

38-48.2	Zoning Compliance	
38-48.2	All lots shall conform to zoning district compliance.	X R-HD
38-48.4	Lot Shape	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	Lot Lines	
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X
38-48.6	Lot Orientation Restrictions	
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	X
38-48.6 (B)	Lots are prohibited from backing to local streets.	X
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	X
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	X
38-48.8	Lot Frontages	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	X
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	X NA
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	NA
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	X
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X



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	within each block. Each block shall have alpha or numeric designations.	
38-48.11	Building Lines	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	Block Requirements	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	X
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	NA
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	NA
38-48.12(C)(2)	Exceptions to the prescribed block width shall be permitted for blocks adjacent to major streets, railroads or waterways.	NA
38-48.12(C)(3)	Blocks intended for business and industrial use should be of a width suitable for the intended use, with due allowance for off-street parking and loading facilities.	NA
38-48.14	Subdivision Name Requirement	
38-48.14(A)(1)	New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with names of other subdivisions.	X
38-48.14(A)(2)	Subdivisions with similar names shall be located in proximity to each other.	X
38-49.3	Subdivision Amenities – Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:	No amenities proposed
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	NA
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	
38-49.3(C)	Lighting plans for all outdoor amenities	
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	
38-49.4	Design of Amenities	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	
38-	No entry feature, other than screening walls or extensions of screening walls,	



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49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome											
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.	NA										
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.											
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.											
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.											
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.											
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:											
38-49.4(D)(1)	Located between the building and street or completely bounded by streets											
38-49.4(D)(2)	Viewable from public space											
38-49.4(D)(4)	Accessible by patrons											
38-49.4(D)(5)	Seating area, public art or fountain											
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.											
38-50.2	Homeowners' Association (HOA) Applicability											
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:	Will be required										
38-50.2(A)(1)	Amenity	NO										
38-50.2(A)(2)	100-year Floodplain	NO										
38-50.2(A)(3)	Private streets	NO										
38-50.2(A)(4)	Thoroughfare screening	NO										
38-50.2(A)(5)	Detention or retention ponds	YES										
38-50.2(A)(6)	Private park	NO										
38-51.2	Applicability of Parks and Open Space Dedication											
	This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre											
38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:	Park Land Review Committee voted to allow a fee in lieu of parkland										
	<table border="1"> <tr> <td>Two acres</td> <td>X (multiplied by)</td> <td>Each 1,000 persons projected to occupy the fully developed subdivision</td> <td>=</td> <td>Amount of land to be contributed</td> </tr> <tr> <td colspan="4"></td> <td>Which is</td> </tr> </table>	Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed					Which is	
Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed								
				Which is								



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	.002 acres	X (multiplied by)	Number of person per dwelling unit	X (multiplied by)	# of dwelling units projected for subdivision	=	Amount of land to be contributed	
38-51.6	Suitability of land							
38-51.6(A)(1)	The dedicated land should form a single parcel or tract of land at least 3 acres in size unless the Parkland Review Committee determines that a smaller tract would be in the public interest.							NA- fee in lieu
38-52.3	Design requirements for parks and open space							
38-52.3(A)	Parks and open spaces shall be bounded by a street or by other public uses.							
38-52.3(B)(1)	Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces but do not back to them.							
38-52.3(B)(2)	Residential lots shall only be allowed to back onto a park or open space when:							
38-52.3(B)(2)(a)	A trail is provided within the related park or open space.							
38-52.3(B)(2)(b)	The sites physical character does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the use of park or open space (e.g., lots backing to a golf course.)							
38-52.3(C)(1)	A proposed development adjacent to a park of open space shall not be designed to restrict public visibility or reasonable access from other area developments.							
38-52.3(C)(2)	Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.							
38-52.3(D)(1)	Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back onto the park or open space area if at all possible							
38-52.3(D)(2)	Nonresidential uses shall be separated from the park or open space by a minimum 6 foot tall decorative metal fence with an irrigated living screen.							
38-52.3(E)	Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.							
38-52.3(F)(1)	Public access into parks and open spaces shall not be less than 50' in width at the public Right-of-Way line, at the street curb, and at any other public access point.							
38-52.3(F)(2)	Such access shall not be part of a residential lot or other private property.							
38-52.8	Hike-and-Bike Trail Requirements							NA No trails proposed in area
38-52.8(B)	Hike-and-Bike trails, especially those providing access too and along 100-year Floodplains and other open spaces, shall be in accordance with the following design criteria:							
38-52.8(B)(1)	A minimum 30' wide level ground surface shall be provided for a 10' wide public hike-and-bike trail. The 30' wide level ground surface (compliant with ADA) may be provided within and/or outside of the 100-year floodplain.							
38-52.8(B)(2)	The Right-of-Way of a public street may count towards the 30' wide, ADA compliant level ground surface upon approval from the Director of Community Services.							



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38-52.8(B)(4)	The hike-and-bike trail shall be designed to minimize visibility blind spots from public streets for public safety purposes.	NA	
38-52.8(C)(1)	The Director of Community Services shall have the authority to determine the placement of a public hike-and-bike trail at the time of the preliminary plat review and approval.		
38-52.8(C)(2)	The location of such trails shall be safe and economical.		
38-52.8(C)(3)	No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail.		
38-52.8(D)(1)	The location of trails within developments adjacent to or within a 100-year Floodplain recognized on the Trails Master Plan shall be coordinated with the Director of Community Services and shall be staked in the field by the developer and approved by the Director of Community Services prior to the submittal of a preliminary plat.		
38-52.8(D)(2)	The location of the trail shall be specified on the preliminary plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the preliminary plat and final plat for any portions of the trail that traverse private property.		
38-52.8(E)	When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments as indicated on the Trails Master Plan.		
38-53.4	Tree Canopy Management Plan		NA < 5 acres NOT required
38-53.4	A Tree Canopy Management Plan shall be required as part of the preliminary plat. This only applies to sites five acres or larger.		
38-53.5(B)(1)	The applicant shall prepare a Tree Canopy Management Plan and shall submit the plan as part of the preliminary plat application.		
38-53.5(B)(2)	Within the Tree Canopy Management Plan, the applicant shall provide the following information:		
38-53.5(B)(2)(a)	Pre-development tree canopy coverage (as determined by the City)		
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)		
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.		
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.		
38-53.5(C)(2)	After reviewing the Tree Canopy Management Plan, the Director of Community Development shall make a recommendation to the Planning Commission and City Council. The Director must act within 30 days of the official filing date of the preliminary plat application.		
38-53.6	Tree Preservation Requirements		
38-53.6(A)	Option A (Standard Option) – Only trees in the following areas may be removed:		



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38-53.6(A)(1)	The Tree Canopy or any tree located within any street Right-of-Way may be removed.	NA
38-53.6(A)(2)	The Tree Canopy or any tree located within any area dedicated for water, wastewater, drainage and other similar infrastructure needs may be removed.	
38-53.6(A)(3)	The Tree Canopy or any tree located within any area required by the subdivision ordinance for a site feature, such as a screening wall, may be removed.	
38-53.6(B)	Option B (Alternative Compliance)	
38-53.6(B)(1)	The applicant may elect to develop a site using the Residential Cluster Development option.	
38-53.6(B)(2)	In the design of the Tree Canopy Management Plan, if a Residential Cluster Development Option is used, only the Tree Canopy or trees within the designated open space areas shall be preserved.	
38-53.7	Tree Mitigation Plan – Required if trees are removed prior to approval of a Tree Canopy Management Plan	
38-53.7(B)(2)	Tree Mitigation Requirements:	
38-53.7(B)(2)(a)	The applicant shall calculate the area of Tree Canopy that should have been preserved under Option A or Option B.	
38-53.7(B)(2)(b)	The resulting calculation shall be the amount of Tree Canopy that shall be restored.	
38-53.7(B)(2)(c)	Replacement trees shall be required to cover an area equal to the calculated restoration area.	
38-53.7(B)(2)(d)	The applicant shall calculate the number of replacement trees needed to cover the calculated restoration area.	
38-53.7(B)(2)(e)	In calculating the area for replacement trees, the mature size of replacement trees shall be used.	
38-53.7(B)(2)(f)	In calculating the area for replacement trees, only large trees shall be used.	
38-53.7(B)(2)(g)	Tree Canopy coverage at maturity is to be obtained through the planting of 2.5 inch caliper trees at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(h)	Replacement trees shall be a minimum 2.5 inch caliper trees.	
38-53.7(B)(2)(i)	Replacement trees shall be planted at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(j)	The Tree Canopy Management Plan shall show graphically the location of each replacement tree.	
38-53.7(B)(2)(k)	The number of replacement trees shall be shown in a tabular format and indicated the tree species and area of coverage assumptions for each tree species at maturity.	
38-53.7(B)(2)(l)	Replacement trees shall be planted prior to the approval of a final plat.	
38-53.7(B)(3)	Alternative Tree Mitigation Requirements	



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	Administrative	
	One digital copy of the preliminary plat	X
	Three 24x36 copies of the preliminary plat to scale	NA - allowed digital submission
	Name of subdivision centered at the top of the preliminary plat.	X
	Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.	X
	Name and address of the owner of record, the subdivider, the owners engineer and the registered surveyor preparing the plat.	X
	Legal description of the property to be subdivided, including the acreage and number of proposed lots in the subdivision.	OWNER will change and be shown on final plat
	Key map showing the location of the property to be subdivided referenced to existing or proposed arterial streets or highways.	X

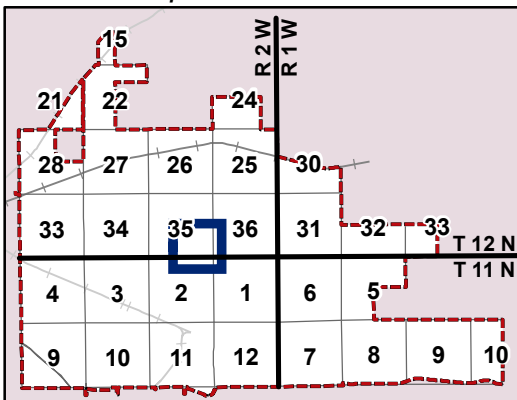
Preliminary Plat Requirements/Checklist - Zoning

5.14.1	Lot Variety Required (required for areas 5 acres or larger)	NA - This family development
5.14.1(A)	Applicability - This section only applies to single-family residential developments of 5 acres or larger.	
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	

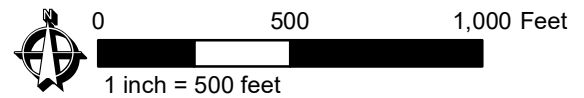
Additional Notes:



Locator Map



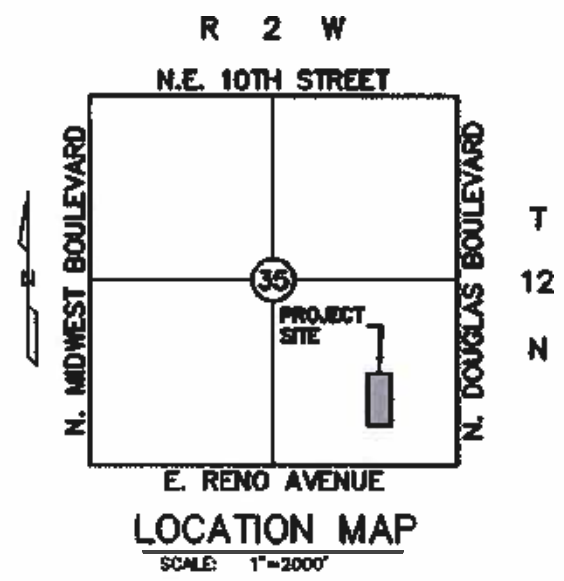
**3/2020 NEARMAP AERIAL VIEW FOR
PC-2047
(SE/4, Sec. 35, T12N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

FREEDOM VILLAS

PRELIMINARY STORMWATER MANAGEMENT & DRAINAGE PLAN



8712 East Main Street
Midwest City, OK

June 19th, 2020



 **RUBBS CONSULTING, LLC**
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

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APPENDIX

DETENTION CALCULATIONS

Drainage Area Maps

- Historic Drainage Area Map
- Proposed Drainage Area Map

Hydrologic Runoff Worksheets

- Historic Drainage Area (H1)
- Historic Drainage Area (H2)
- Proposed Drainage Area (P1)
- Bypass Drainage Area (B1)
- Bypass Drainage Area (B2)
- Bypass Drainage Area (B3)
- Bypass Drainage Area (B2+B3)

Proposed Detention Calculations

- HydroCAD Reports

DRAINAGE CALCULATIONS

Hydrologic Runoff Worksheets

- Drainage Area to Street Inlet
- Drainage Area to Curb Opening
- Drainage Area to Field Inlet

REPORT SUMMARY

PROJECT DESCRIPTION

This project will develop a 5.01-acre tract of land into single-family/duplex structured housing. The subject tract currently has a single-family residence that will be demolished prior to construction beginning. The site is located on the south side of East Main Street and 0.21 miles west of North Douglas Boulevard and is a part of the Southeast Quarter of Section 35, T12N, R2W of the Indian Meridian, Oklahoma County, Oklahoma.

The North Oaks Addition is adjacent to the south, single-family is adjacent to the west and commercial development is adjacent to the east of the subject property.

This Preliminary Stormwater Management and Drainage Plan addresses the preliminary design and control of the storm water runoff for the proposed development.

DRAINAGE SUMMARY

The site currently contains a single residence and consists of vegetative cover with moderate tree coverage. Stormwater runoff currently flows from southeast to northwest and discharges offsite at two locations. Each of the discharge locations were evaluated to determine the historic discharge amounts at these locations. The calculated discharge amount was then used as the maximum allowed discharge at those locations for the proposed development. The site is proposed to be developed in a manner as not to change the direction or rate of the historic storm water runoff.

The developments stormwater management and drainage will be designed in accordance with the City of Midwest City Drainage Ordinance.

DETENTION AND STORM SEWER SUMMARY

Approximately 3.60 acres of the developed site will be routed through a detention pond to regulate the site runoff to be at or below that of the calculated historic discharge rate. The detention pond was sized accordingly to meet these criteria using HydroCAD software. The proposed detention pond calculations can be found in the appendix. The detention pond outlet will be tied into the existing 36" corrugated metal pipe underground storm sewer running along the south right-of-way of east main street.

Standard street inlets will be utilized to route stormwater runoff from the street to the proposed detention pond. These inlets were sized to capture the 100-year storm event.

The existing storm sewer located at the northeast corner of the site currently has approximately 27 ft of open channel between the outlet of a 24" corrugate metal pipe and the inlet of a 36" corrugated metal pipe. This open channel will be removed, and a closed conduit will be installed along with a junction box in order to make all the storm sewer in this area underground.

The small area located at the southwest portion of the site draining into Patriot Drive will be allowed to pass through a 3' wide curb opening to prevent water from standing at the west end of Patriot Drive.

The below summary table compares the historic and proposed discharge amounts.

Detention Summary Table			
Drainage Area	Release Rate (CFS)	Drainage Area	Release Rate (CFS)
H2	10.79	H1+H2	17.53
B2+B3	8.59	P1+B1+B2+B3	17.43
Difference	-2.20	Difference	-0.10

CONCLUSIONS & RECOMMENDATIONS

The detention calculations show that the proposed development will provide for a functional drainage system that meets the City of Midwest City drainage regulations per the subdivision regulations.

It is hereby requested that the City of Midwest City accept this Preliminary Stormwater Management and Drainage Plan and approve the Preliminary Plat.

DETENTION CALCULATIONS

DRAINAGE AREA MAPS

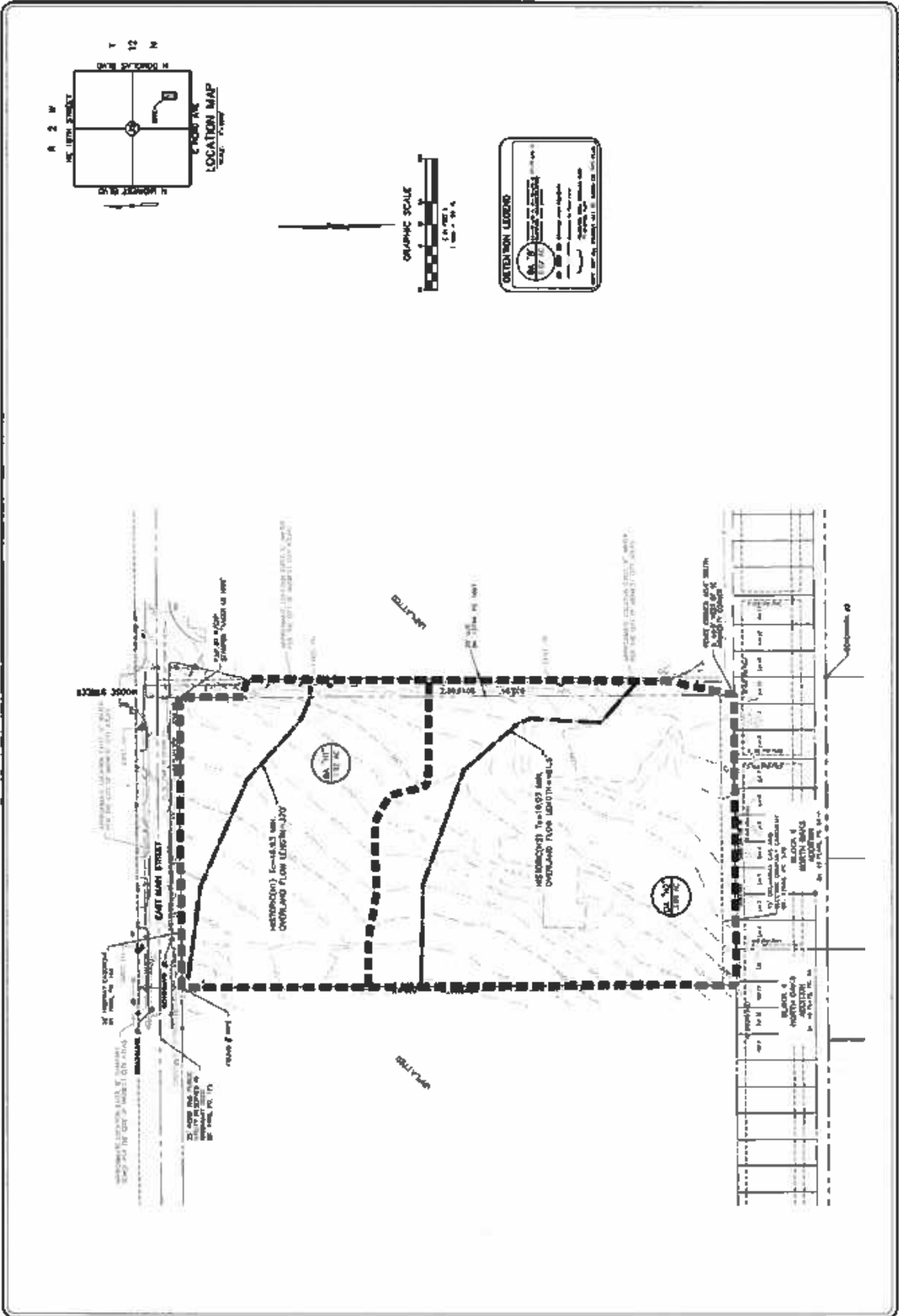
GRUBBS CONSULTING LLC
 1000 WEST 10TH STREET
 SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.GRUBBSCONSULTING.COM



FREEDOM VILLAS
 HISTORIC DRAINAGE AREA MAP
 807 EAST 10TH STREET
 DENVER, CO 80202

NO.	DESCRIPTION	DATE

DAH
 DENVER AREA HYDROLOGISTS



FREEDOM VILLES 35-035

GRUBBS CONSULTING LLC
 CIVIL ENGINEERING & LAND PLANNING
 1000 N. W. 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Email: info@grubbs.com

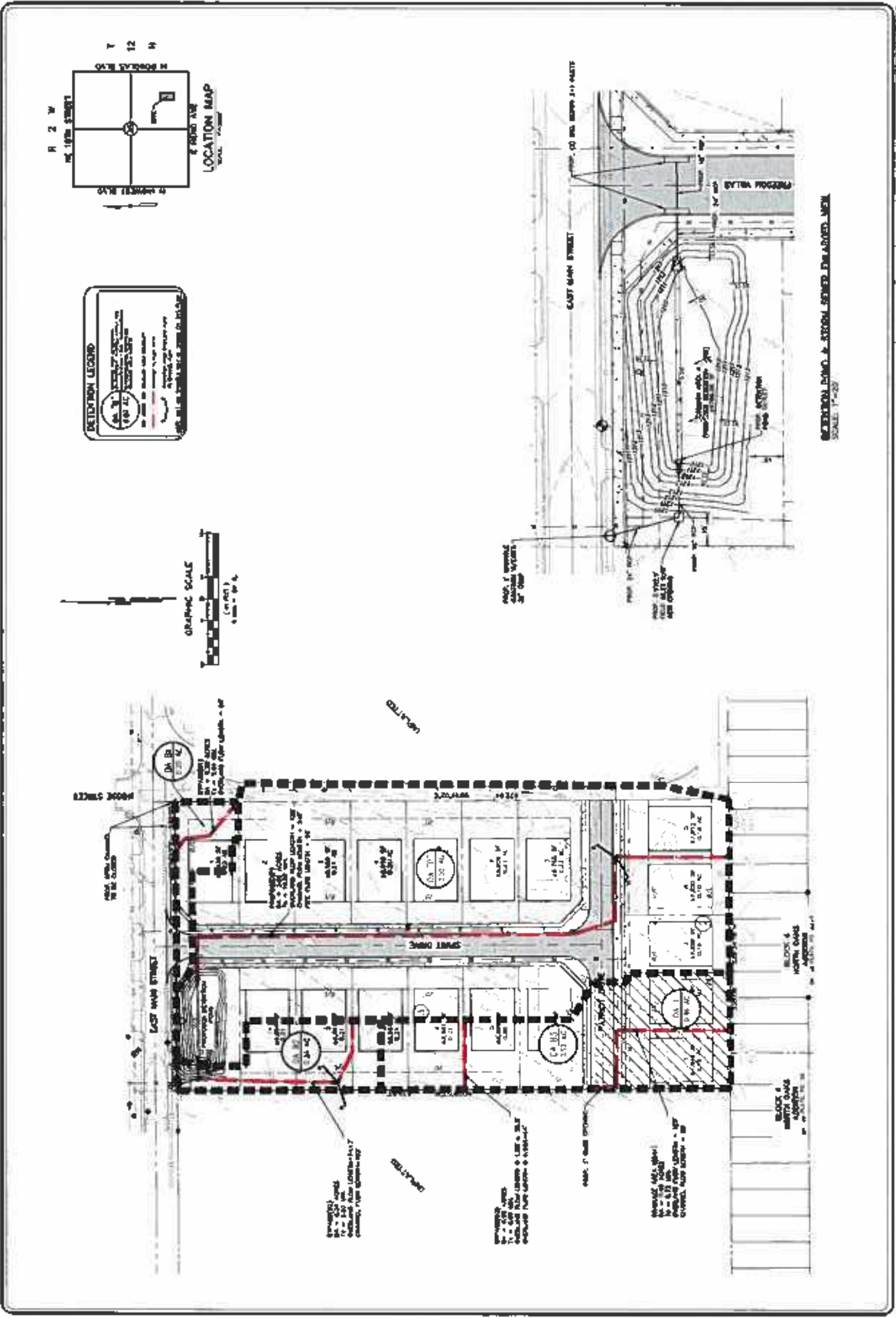


FREEDOM VILLAGES
PROPOSED DRAINAGE AREA MAP
 6712 EAST MAIN STREET
 WILMINGTON COUNTY, OKLAHOMA

REVISIONS

NO.	DESCRIPTION	DATE

DAP
 DESIGN APPROVAL
 DATE: _____
 BY: _____



HISTORIC RUNOFF WORKSHEETS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: H1
Drainage Basin Total Area: 1.92 Acres
Weighted Runoff Coefficient (C): 0.50
Time of Concentration: 16.93 Min.

<i>I (in/hr)</i>	<i>Q (cfs)</i>
12"= 3.75	Q2"= 3.60
15"= 4.51	Q5"= 4.33
110"= 5.13	Q10"= 4.93
125"= 5.95	Q25"= 5.71
150"= 6.76	Q50"= 6.49
1100"= 7.51	Q100"= 7.21

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	1.92	0.50	0.96
Forest/Wood lands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Apartments	0.00	0.85	0.00
Total Area:	1.92		0.96
Weighted C:			0.50

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstrm Elev.</u>	<u>Dwnstrm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1224.00	1209.00	370.09	4.05	Avg. Grass	1.000	16.93
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 16.93
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A/(B - Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = C I (DA)

<i>I (in/hr)</i>	<i>Q (cfs)</i>
12"= 3.75	Q2"= 3.60
15"= 4.51	Q5"= 4.33
110"= 5.13	Q10"= 4.93
125"= 5.95	Q25"= 5.71
150"= 6.76	Q50"= 6.49
1100"= 7.51	Q100"= 7.21

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 8/18/2020

Drainage Area Designation: H2
Drainage Basin Total Area: 3.09 Acres
Weighted Runoff Coefficient (C): 0.50
Time of Concentration: 19.97 Min.

I (in/hr)	Q (cfs)
I2= 3.45	Q2= 6.33
I5= 4.19	Q5= 6.48
I10= 4.77	Q10= 7.37
I25= 5.53	Q25= 8.54
I50= 6.29	Q50= 9.71
I100= 6.99	Q100= 10.79

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	3.09	0.50	1.55
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Apartments	0.00	0.85	0.00
Total Area	3.09		1.55
Weighted C:			0.50

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstr. Elev.	Downstr. Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1226.80	1212.80	481.49	2.89	Avg. Grass	1.000	19.97
Reach 2:							

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:		5.00	0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 19.97
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = C * (DA)

I (in/hr)	Q (cfs)
I2= 3.45	Q2= 5.33
I5= 4.19	Q5= 6.48
I10= 4.77	Q10= 7.37
I25= 5.53	Q25= 8.54
I50= 6.29	Q50= 9.71
I100= 6.99	Q100= 10.79

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

PROPOSED RUNOFF WORKSHEETS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: P
Drainage Basin Total Area: 3.66 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 10.22 Min.

I (in/hr)	Q (cfs)
I2= 4.66	Q2= 11.76
I5= 5.44	Q5= 13.72
I10= 6.20	Q10= 15.82
I25= 7.18	Q25= 18.10
I50= 8.17	Q50= 20.58
I100= 9.07	Q100= 22.86

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	3.60	0.70	2.52
Apartments	0.00	0.85	0.00
Total Area:	3.60		2.52
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstm Elev.	Dwnstm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1225.48	1224.45	128.00	0.80	Residential	0.511	8.07
Reach 2:							

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:	548.00	4.50	2.03
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:	55.00	7.50	0.17
Reach 2:			0.00

Total Tc: 10.22
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = C * (DA)

I (in/hr)	Q (cfs)
I2= 4.66	Q2= 11.76
I5= 5.44	Q5= 13.72
I10= 6.20	Q10= 15.82
I25= 7.18	Q25= 18.10
I50= 8.17	Q50= 20.58
I100= 9.07	Q100= 22.86

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B1
Drainage Basin Total Area: 0.20 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.44 Min.

I (in/hr)	Q (cfs)
I2= 5.70	Q2= 0.80
I5= 6.44	Q5= 0.90
I10= 7.34	Q10= 1.03
I25= 8.50	Q25= 1.19
I50= 9.66	Q50= 1.35
I100= 10.74	Q100= 1.50

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.20	0.70	0.14
Apartments	0.00	0.85	0.00
Total Area:	0.20		0.14
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstream Elov.	Downstream Elov.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1219.41	1216.14	96.00	3.41	Residential	0.511	5.44
Reach 2:							

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 5.44
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A(B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

I (in/hr)	Q (cfs)
I2= 5.70	Q2= 0.80
I5= 6.44	Q5= 0.90
I10= 7.34	Q10= 1.03
I25= 8.50	Q25= 1.19
I50= 9.66	Q50= 1.35
I100= 10.74	Q100= 1.50

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY

Hydrologic Runoff Worksheet

Summary

Date Modified: 6/19/2020

Drainage Area Designation: 6.2
Drainage Basin Total Area: 0.34 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.53 Min.

	<i>I</i> (in/hr)	<i>Q</i> (cfs)
I2=	5.68	Q2= 1.35
I5=	6.42	Q5= 1.53
I10=	7.31	Q10= 1.74
I25=	8.47	Q25= 2.02
I50=	9.63	Q50= 2.29
I100=	10.70	Q100= 2.55

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.34	0.70	0.24
Apartments	0.00	0.85	0.00
Total Area:	0.34		0.24
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstrm Elev.	Downstrm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1215.50	1212.10	74.17	4.58	Residential	0.511	4.66
Reach 2:							

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:	183.00	3.50	0.87
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 5.53
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A/(B+Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

	<i>I</i> (in/hr)	<i>Q</i> (cfs)
I2=	5.68	Q2= 1.35
I5=	6.42	Q5= 1.53
I10=	7.31	Q10= 1.74
I25=	8.47	Q25= 2.02
I50=	9.63	Q50= 2.29
I100=	10.70	Q100= 2.55

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B3 Bypass to H2 Discharge Point
Drainage Basin Total Area: 0.92 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 8.08 Min.

I (in/hr)	Q (cfs)
I2= 5.07	Q2= 3.27
I5= 5.84	Q5= 3.76
I10= 6.66	Q10= 4.29
I25= 7.71	Q25= 4.97
I50= 8.77	Q50= 5.65
I100= 9.74	Q100= 6.27

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.92	0.70	0.64
Apartments	0.00	0.85	0.00
Total Area:	0.92		0.64
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstm Elev.	Dwnstm Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1218.00	1217.64	35.50	1.01	Residential	0.511	4.80
Reach 2:	1217.64	1213.26	44.00	9.95	Residential	0.511	3.29

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 8.08
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A/(B + I_c)^E (A, B & E obtained from table to right)
 Runoff (Q) = C I (DA)

I (in/hr)	Q (cfs)
I2= 5.07	Q2= 3.27
I5= 5.84	Q5= 3.76
I10= 6.66	Q10= 4.29
I25= 7.71	Q25= 4.97
I50= 8.77	Q50= 5.65
I100= 9.74	Q100= 6.27

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY

Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B2+B3 Combined Bypass to West
Drainage Basin Total Area: 1.26 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 8.08 Min.

I (in/hr)	Q (cfs)
I2= 5.07	Q2= 4.47
I5= 5.84	Q5= 5.15
I10= 6.66	Q10= 5.87
I25= 7.71	Q25= 6.80
I50= 8.77	Q50= 7.73
I100= 9.74	Q100= 8.58

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	1.26	0.70	0.88
Apartments	0.00	0.85	0.00
Total Area:	1.26		0.88

Weighted C: 0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstr. Elev.	Downstr. Elev.	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min.)
Reach 1:	1215.50	1215.14	35.50	1.01	Residential	0.511	4.80
Reach 2:	1217.64	1213.26	44.00	9.95	Residential	0.511	3.29

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min.)
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 8.08
 (For Tc < 5 min., Use Tc = 5 min.)

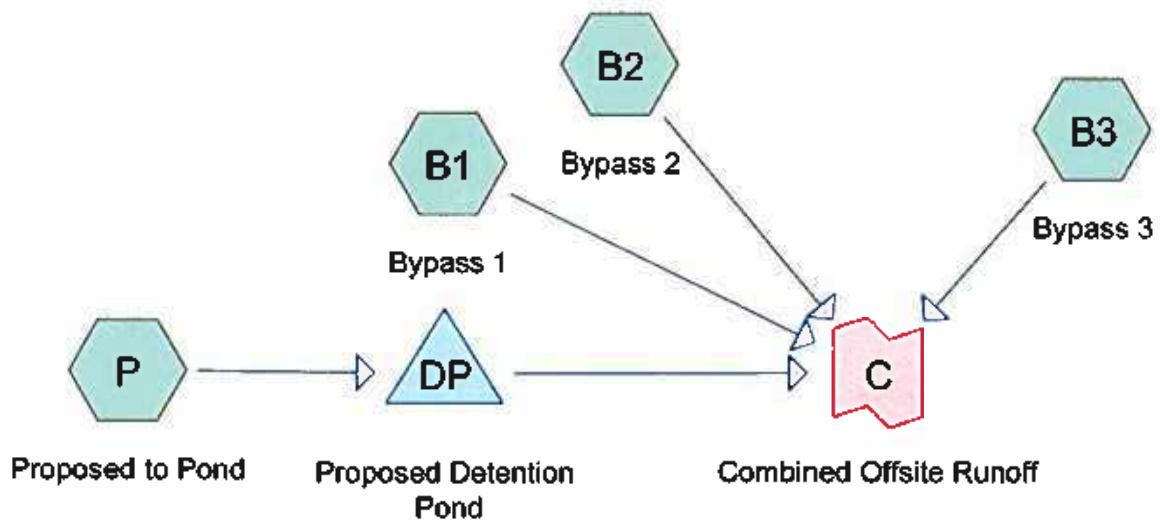
Runoff (Q) Supporting Calculations

Intensity (I) = A/(B * Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = C(I * DA)

I (in/hr)	Q (cfs)
I2= 5.07	Q2= 4.47
I5= 5.84	Q5= 5.15
I10= 6.66	Q10= 5.87
I25= 7.71	Q25= 6.80
I50= 8.77	Q50= 7.73
I100= 9.74	Q100= 8.58

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

HYDROCAD REPORTS



Routing Diagram for Freedom Villas-Prelim Detention
 Prepared by Grubbs Consulting, LLC, Printed 6/18/2020
 HydroCAD® 10.10-3a s/n 05006 © 2020 HydroCAD Software Solutions LLC

Freedom Villas-Prelim Detention

Prepared by Grubbs Consulting, LLC

Printed 6/18/2020

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Area Listing (all nodes)

Area (acres)	C	Description (subcatchment-numbers)
5.010	0.70	(B1, B2, B3, P)
5.010	0.70	TOTAL AREA

Time span=0.00-3.00 hrs, dt=0.01 hrs, 301 points
 Runoff by Rational method, Rise/Fall=1.0/1.0 xTc
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

SubcatchmentB1: Bypass 1	Runoff Area=0.200 ac 0.00% Impervious Runoff Depth=1.38" Tc=5.4 min C=0.70 Runoff=1.11 cfs 0.023 af
SubcatchmentB2: Bypass 2	Runoff Area=0.340 ac 0.00% Impervious Runoff Depth=1.38" Tc=5.5 min C=0.70 Runoff=1.90 cfs 0.039 af
SubcatchmentB3: Bypass 3	Runoff Area=0.920 ac 0.00% Impervious Runoff Depth=1.38" Tc=8.1 min C=0.70 Runoff=5.13 cfs 0.106 af
SubcatchmentP: Proposed to Pond	Runoff Area=3.550 ac 0.00% Impervious Runoff Depth=1.38" Tc=10.2 min C=0.70 Runoff=19.79 cfs 0.409 af
Pond DP: Proposed Detention Pond	Peak Elev=1,212.82' Storage=9,386 cf Inflow=19.79 cfs 0.409 af 15.0' Round Culvert n=0.012 L=40.0' S=0.0027 'f Outflow=10.17 cfs 0.409 af
Link C: Combined Offsite Runoff	Inflow=17.43 cfs 0.577 af Primary=17.43 cfs 0.577 af

Total Runoff Area = 5.010 ac Runoff Volume = 0.577 af Average Runoff Depth = 1.38"
100.00% Pervious = 5.010 ac 0.00% Impervious = 0.000 ac

Summary for Subcatchment B1: Bypass 1

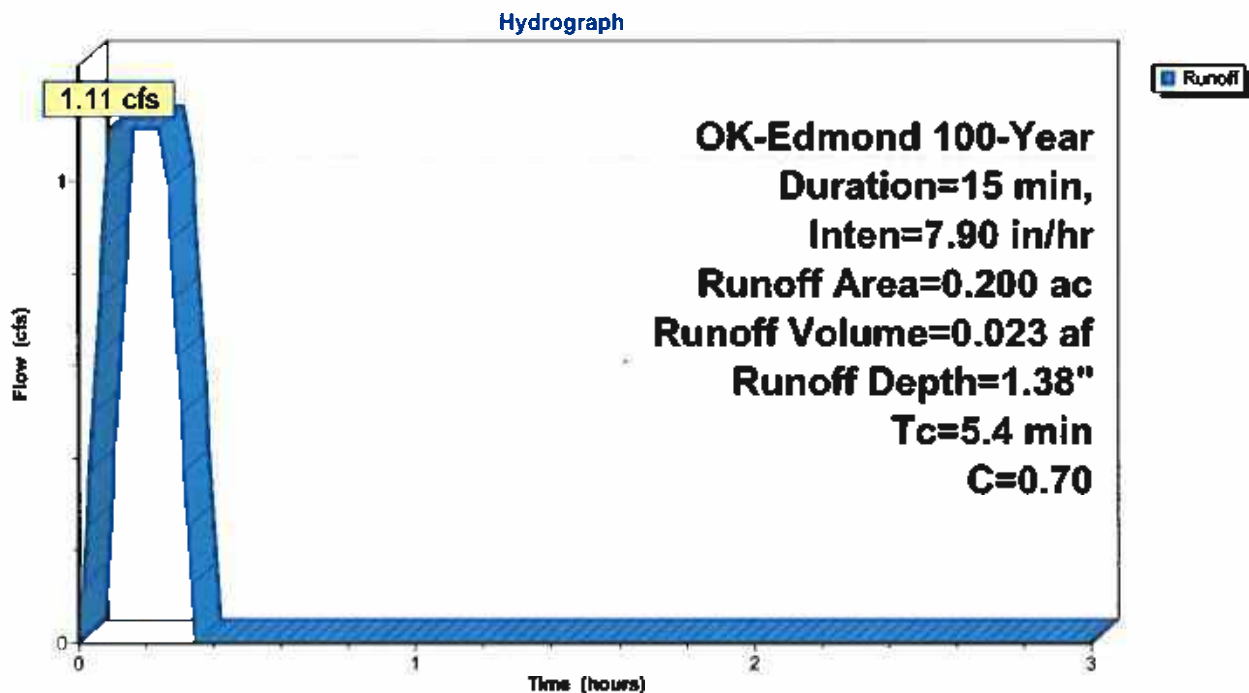
Runoff = 1.11 cfs @ 0.09 hrs, Volume= 0.023 af, Depth= 1.38"

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.200	0.70	
0.200		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.4					Direct Entry,

Subcatchment B1: Bypass 1



Summary for Subcatchment B2: Bypass 2

Runoff = 1.90 cfs @ 0.10 hrs, Volume= 0.039 af, Depth= 1.38"

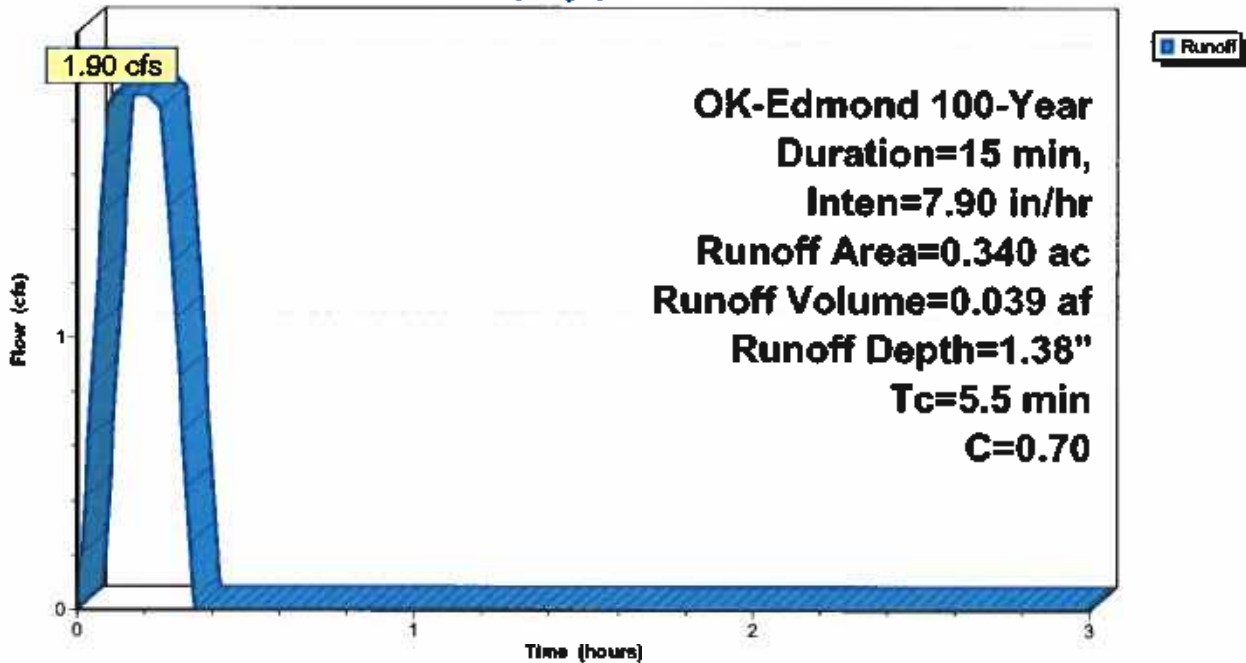
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.340	0.70	
0.340		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.5					Direct Entry,

Subcatchment B2: Bypass 2

Hydrograph



Summary for Subcatchment B3: Bypass 3

Runoff = 5.13 cfs @ 0.14 hrs, Volume= 0.106 af, Depth= 1.38"

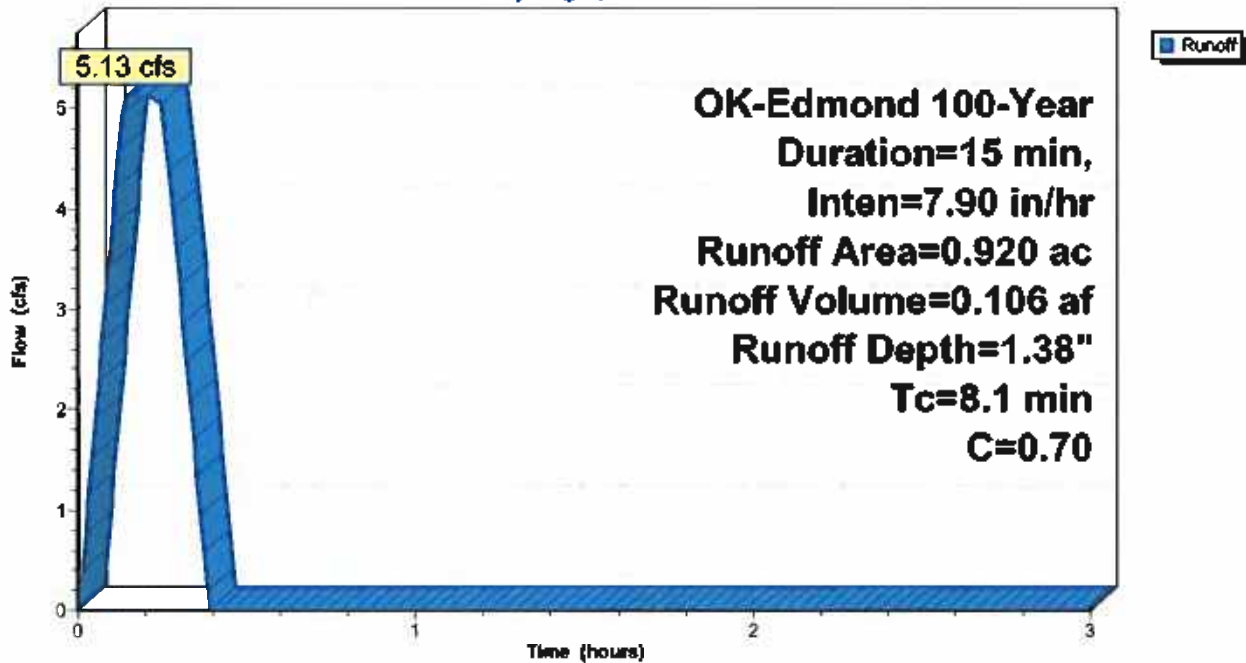
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.920	0.70	
0.920		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.1					Direct Entry,

Subcatchment B3: Bypass 3

Hydrograph



Summary for Subcatchment P: Proposed to Pond

Runoff = 19.79 cfs @ 0.17 hrs, Volume= 0.409 af, Depth= 1.38"

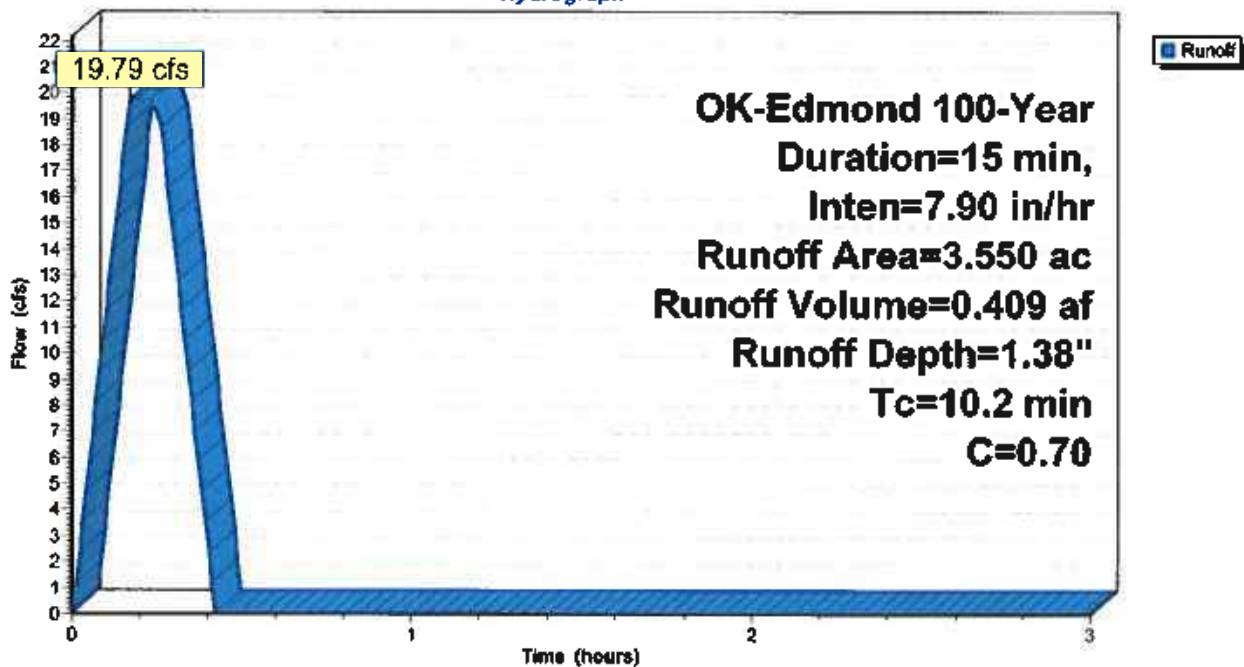
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
3.550	0.70	
3.550		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.2					Direct Entry,

Subcatchment P: Proposed to Pond

Hydrograph



Summary for Pond DP: Proposed Detention Pond

Inflow Area = 3.550 ac, 0.00% Impervious, Inflow Depth = 1.38" for 100-Year event
 Inflow = 19.79 cfs @ 0.17 hrs, Volume= 0.409 af
 Outflow = 10.17 cfs @ 0.33 hrs, Volume= 0.409 af, Atten= 49%, Lag= 9.8 min
 Primary = 10.17 cfs @ 0.33 hrs, Volume= 0.409 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 Peak Elev= 1,212.82' @ 0.33 hrs Surf.Area= 4,389 sf Storage= 9,386 cf

Plug-Flow detention time= 12.6 min calculated for 0.407 af (100% of inflow)
 Center-of-Mass det. time= 12.7 min (25.3 - 12.6)

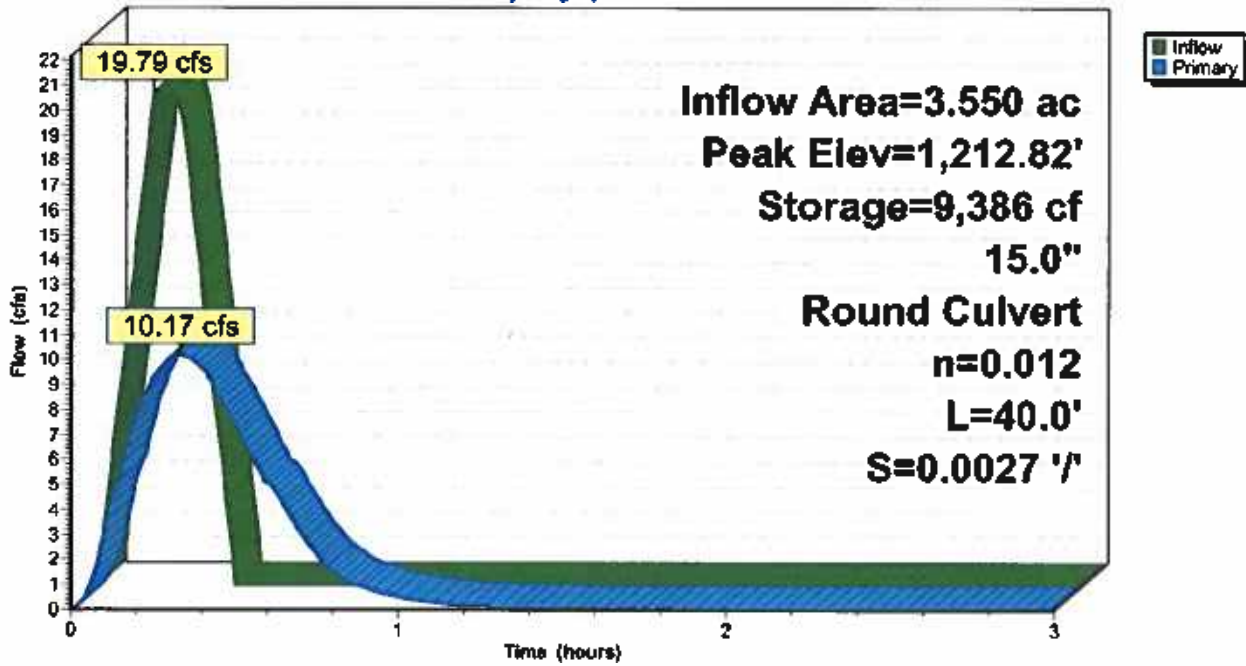
Volume	Invert	Avail.Storage	Storage Description
#1	1,209.55'	11,359 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,209.55	0	0	0
1,210.00	1,785	402	402
1,211.00	2,932	2,359	2,760
1,212.00	3,700	3,316	6,076
1,213.00	4,542	4,121	10,197
1,213.25	4,753	1,162	11,359

Device	Routing	Invert	Outlet Devices
#1	Primary	1,209.55'	15.0" Round Culvert L= 40.0' RCP, groove end w/headwall, Ke= 0.200 Inlet / Outlet Invert= 1,209.55' / 1,209.44' S= 0.0027 ' Cc= 0.900 n= 0.012, Flow Area= 1.23 sf

Primary OutFlow Max=10.17 cfs @ 0.33 hrs HW=1,212.82' (Free Discharge)
 ↑1=Culvert (Barrel Controls 10.17 cfs @ 8.29 fps)

Pond DP: Proposed Detention Pond

Hydrograph



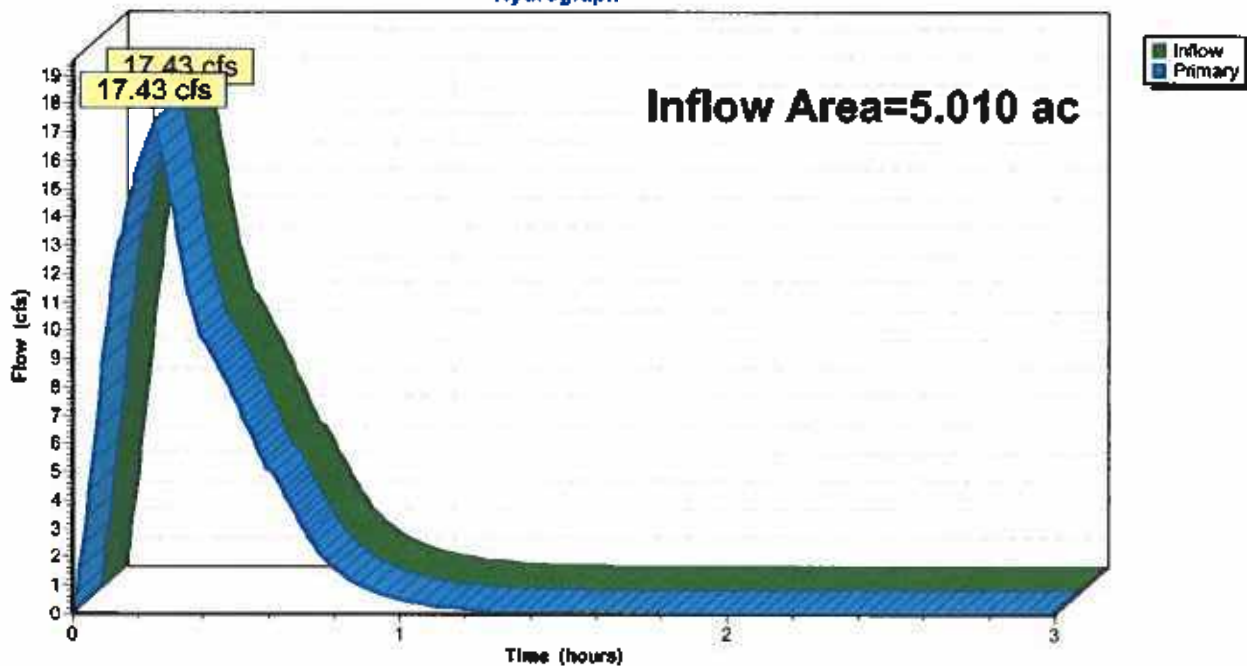
Summary for Link C: Combined Offsite Runoff

Inflow Area = 5.010 ac, 0.00% Impervious, Inflow Depth = 1.38" for 100-Year event
Inflow = 17.43 cfs @ 0.25 hrs, Volume= 0.577 af
Primary = 17.43 cfs @ 0.25 hrs, Volume= 0.577 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs

Link C: Combined Offsite Runoff

Hydrograph



Summary for Pond DP: Proposed Detention Pond

Inflow Area = 3.550 ac, 0.00% Impervious, Inflow Depth = 1.87" for 100-Year event
 Inflow = 15.41 cfs @ 0.17 hrs, Volume= 0.552 af
 Outflow = 10.70 cfs @ 0.49 hrs, Volume= 0.552 af, Atten= 31%, Lag= 18.9 min
 Primary = 10.70 cfs @ 0.49 hrs, Volume= 0.552 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 Peak Elev= 1,213.04' @ 0.49 hrs Surf.Area= 4,580 sf Storage= 10,401 cf

Plug-Flow detention time= 13.5 min calculated for 0.552 af (100% of inflow)
 Center-of-Mass det. time= 13.4 min (31.5 - 18.1)

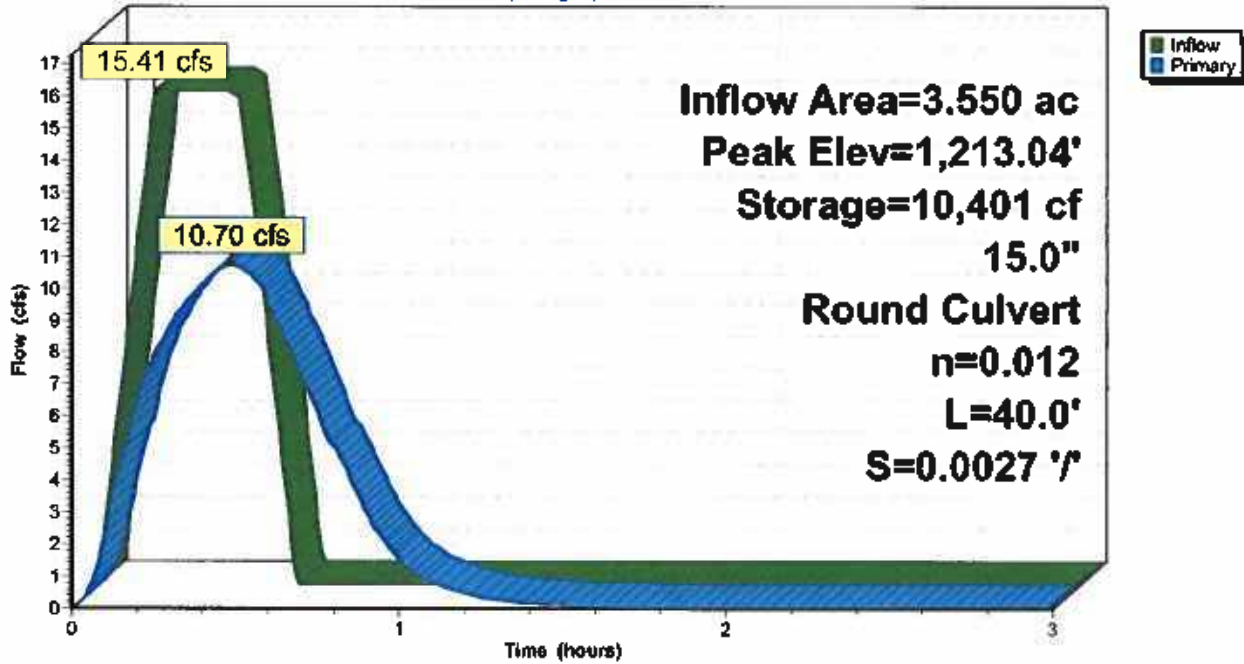
Volume	Invert	Avail.Storage	Storage Description
#1	1,209.55'	11,359 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,209.55	0	0	0
1,210.00	1,785	402	402
1,211.00	2,932	2,359	2,760
1,212.00	3,700	3,316	6,076
1,213.00	4,542	4,121	10,197
1,213.25	4,753	1,162	11,359

Device	Routing	Invert	Outlet Devices
#1	Primary	1,209.55'	15.0" Round Culvert L= 40.0' RCP, groove end w/headwall, Ke= 0.200 Inlet / Outlet Invert= 1,209.55' / 1,209.44' S= 0.0027 ' Cc= 0.900 n= 0.012, Flow Area= 1.23 sf

Primary OutFlow Max=10.70 cfs @ 0.49 hrs HW=1,213.04' (Free Discharge)
 ↑1=Culvert (Barrel Controls 10.70 cfs @ 8.72 fps)

Pond DP: Proposed Detention Pond

Hydrograph



DRAINAGE CALCULATIONS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 5/28/2020

Drainage Area Designation: P
Drainage Basin Total Area: 3.60 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 10.22 Min.

<i>I</i> (in/hr)	<i>Q</i> (cfs)
I2= 4.66	Q2= 11.75
I5= 5.44	Q5= 13.72
I10= 6.20	Q10= 15.62
I25= 7.18	Q25= 18.10
I50= 8.17	Q50= 20.58
I100= 9.07	Q100= 22.86

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

Undeveloped Land Uses:	Drainage Area (Acres)	Runoff Coefficient (C)	DA * C
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	3.60	0.70	2.52
Apartments	0.00	0.85	0.00
Total Area:	3.60		2.52
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	Upstrm Elev	Dwnstrm Elev	Reach Length (ft)	Slope (%)	Overland Condition	K	Tc (Min)
Reach 1:	1225.48	1224.45	128.00	0.80	Residential	0.511	8.07
Reach 2:							

Channel Flow Tc:

	Channel Length (ft)	Velocity (fps)	Tc (Min)
Reach 1:	548.00	4.50	2.03
Reach 2:			0.00

Pipe Flow Tc:

	Pipe Length (ft)	Velocity (fps)	Tc (Min)
Reach 1:	55.00	7.50	0.12
Reach 2:			0.00

Total Tc: 10.22
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<i>I</i> (in/hr)	<i>Q</i> (cfs)
I2= 4.66	Q2= 11.75
I5= 5.44	Q5= 13.72
I10= 6.20	Q10= 15.62
I25= 7.18	Q25= 18.10
I50= 8.17	Q50= 20.58
I100= 9.07	Q100= 22.86

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Storm Sewer Structure Capacity Worksheet

Inlet Capacity Summary

(2) STD. DESIGN 2-1 (INLETS = 26.4 CFS > 22.86 CFS (DA P Q100))

Pipe Capacity Summary

CAPACITY 18" RCP @ 1.10% = 11.97 CFS > 11.43 CFS (1/2 OF DA P Q100)

CAPACITY 24" RCP @ 1.0% = 24.57 CFS > 22.86 CFS (DA P Q100)

Inlet Capacity Supporting Information

<u>STD Inlet No.</u>	<u>Gate Capacity (CFS)</u>	<u>Hood Capacity (CFS)</u>	<u>Total Capacity (CFS)</u>
2-0	3.2	5.0	8.2
2-1	3.2	10.0	13.2
2-2	3.2	15.0	18.2
2-3	3.2	20.0	23.2
2-4	3.2	25.0	28.2
2-5	3.2	30.0	33.2

Pipe Capacity Supporting Calculations

Pipe Capacity calculated by Manning's Equation = $(1.49 \cdot AR^{2/3} S^{1/2}) / n$

Required head calculated using Diameter plus 1.5 times Velocity Head = $D + (1.5 \cdot V^2) / 2g$

<u>Pipe Capacity</u>	
Pipe Diameter (D):	18 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	1.10%
Manning's n:	0.012
Area (A):	1.77 Square Feet
Wetted Perimeter (P):	4.71 Feet
Hydraulic Radius (A/P):	0.38 Feet
Velocity (V):	6.77 F/ls
Capacity (Q):	11.97 CFS

<u>Pipe Capacity</u>	
Pipe Diameter (D):	24 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	1.00%
Manning's n:	0.012
Area (A):	3.14 Square Feet
Wetted Perimeter (P):	6.28 Feet
Hydraulic Radius (A/P):	0.50 Feet
Velocity (V):	7.62 F/ls
Capacity (Q):	24.57 CFS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 5/28/2020

Drainage Area Designation: DA 1
Drainage Basin Total Area: 0.46 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 6.72 Min.

<u>I (in/hr)</u>	<u>Q (cfs)</u>
I2= 5.38	Q2= 1.73
I5= 6.14	Q5= 1.98
I10= 6.99	Q10= 2.25
I25= 8.10	Q25= 2.61
I50= 9.20	Q50= 2.88
I100= 10.23	Q100= 3.29

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.46	0.70	0.32
Apartments	0.00	0.85	0.00
Total Area:	0.46		0.32

Weighted C: 0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstrm Elev.</u>	<u>Downstrm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	222.38	1219.27	129.00	2.40	Residential	0.511	6.5'
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	88.00	7.00	0.21
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 6.72
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = C * I * (DA)

<u>I (in/hr)</u>	<u>Q (cfs)</u>
I2= 5.38	Q2= 1.73
I5= 6.14	Q5= 1.98
I10= 6.99	Q10= 2.25
I25= 8.10	Q25= 2.61
I50= 9.20	Q50= 2.88
I100= 10.23	Q100= 3.29

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Flume 1 Weir Capacity Worksheet

Weir Capacity Summary

CAPACITY OF 3' WIDE CURB OPENING = 3.53 CFS > 3.29 CFS (DA 1 Q100)

Weir Capacity Supporting Calculations

Weir Capacity calculated by $Q = 3.33bH^{3/2}$

Weir Capacity

b:	3.0
H:	0.5
Capacity (Q):	3.53 CFS
Q100:	3.29 CFS
Depth:	5.58 inches

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/19/2020

Drainage Area Designation: B2
Drainage Basin Total Area: 0.34 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.53 Min.

<u>I (in/hr)</u>	<u>Q (cfs)</u>
I2= 5.98	Q2= 1.35
I5= 6.42	Q5= 1.53
I10= 7.31	Q10= 1.74
I25= 8.47	Q25= 2.02
I50= 9.63	Q50= 2.29
I100= 10.70	Q100= 2.55

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
<u>Developed Land Uses:</u>			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.34	0.70	0.24
Apartments	0.00	0.85	0.00
Total Area:	0.34		0.24
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstrm Elev.</u>	<u>Dwnstrm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1215.50	1212.70	74.17	4.58	Residential	0.51	4.66
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	183.00	3.50	0.87
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 5.53
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A/(B+Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = C(I)(DA)

<u>I (in/hr)</u>	<u>Q (cfs)</u>
I2= 5.68	Q2= 1.35
I5= 6.42	Q5= 1.53
I10= 7.31	Q10= 1.74
I25= 8.47	Q25= 2.02
I50= 9.63	Q50= 2.29
I100= 10.70	Q100= 2.55

Frequency (Year)	Parameters for MWRC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Storm Sewer Structure Capacity Worksheet

Inlet Capacity Summary

REFER TO FIELD INLET WIER CAPACITY WORKSHEET

Pipe Capacity Summary

CAPACITY 24" RCP @ 0.50% = 17.38 CFS > 13.25 CFS (DA B2 Q100 + DETENTION POND PEAK Q100 RELEASE)

Pipe Capacity Supporting Calculations

Pipe Capacity calculated by Manning's Equation = $(1.49 \cdot AR^2 S^{1/2}) / n$

Required head calculated using Diameter plus 1.5 times Velocity Head = $D + (1.5 \cdot (V^2 / 2g))$

<u>Pipe Capacity</u>	
Pipe Diameter (D):	24 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	0.50%
Manning's n:	0.012
Area (A):	3.14 Square Feet
Wetted Perimeter (P):	6.28 Feet
Hydraulic Radius (A/P):	0.50 Feet
Velocity (V):	5.53 Ft/s
Capacity (Q):	17.38 CFS

Required Head
Required Head: 2.71 Feet

<u>Pipe Capacity</u>	
Pipe Diameter (D):	30 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	0.50%
Manning's n:	0.012
Area (A):	4.91 Square Feet
Wetted Perimeter (P):	7.85 Feet
Hydraulic Radius (A/P):	0.63 Feet
Velocity (V):	6.42 Ft/s
Capacity (Q):	31.81 CFS

Required Head
Required Head: 3.46 Feet

Field Inlet Weir Opening Capacity Worksheet

Weir Capacity Summary

CAPACITY OF 2.5' WIDE & 6" TALL FILED INLET = 2.94 CFS > 2.55 CFS (DA B2)

Weir Capacity Supporting Calculations

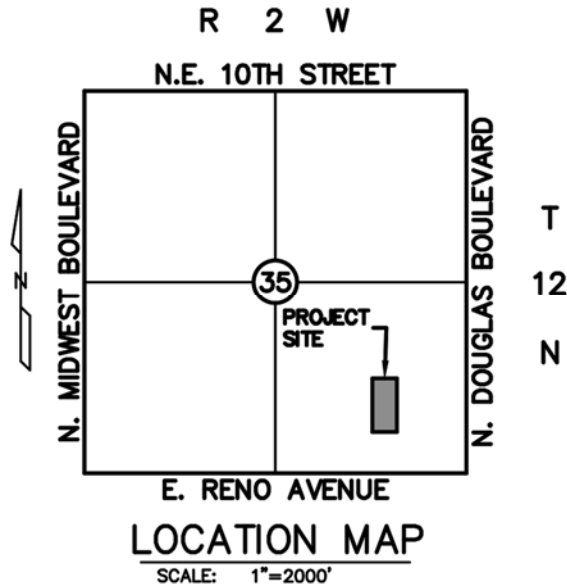
Weir Capacity calculated by $Q = 3.33bH^{3/2}$

Weir Capacity

b:	2.5	F1
H:	0.5	F1
Capacity (Q):	2.94	CFS
Q100:	2.55	CFS
Depth:	5.18	Inches

FREEDOM VILLAS

PRELIMINARY STORMWATER MANAGEMENT & DRAINAGE PLAN



8712 East Main Street
Midwest City, OK

June 19th, 2020



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

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APPENDIX

DETENTION CALCULATIONS

Drainage Area Maps

- Historic Drainage Area Map
- Proposed Drainage Area Map

Hydrologic Runoff Worksheets

- Historic Drainage Area (H1)
- Historic Drainage Area (H2)
- Proposed Drainage Area (P1)
- Bypass Drainage Area (B1)
- Bypass Drainage Area (B2)
- Bypass Drainage Area (B3)
- Bypass Drainage Area (B2+B3)

Proposed Detention Calculations

- HydroCAD Reports

DRAINAGE CALCULATIONS

Hydrologic Runoff Worksheets

- Drainage Area to Street Inlet
- Drainage Area to Curb Opening
- Drainage Area to Field Inlet

REPORT SUMMARY

PROJECT DESCRIPTION

This project will develop a 5.01-acre tract of land into single-family/duplex structured housing. The subject tract currently has a single-family residence that will be demolished prior to construction beginning. The site is located on the south side of East Main Street and 0.21 miles west of North Douglas Boulevard and is a part of the Southeast Quarter of Section 35, T12N, R2W of the Indian Meridian, Oklahoma County, Oklahoma.

The North Oaks Addition is adjacent to the south, single-family is adjacent to the west and commercial development is adjacent to the east of the subject property.

This Preliminary Stormwater Management and Drainage Plan addresses the preliminary design and control of the storm water runoff for the proposed development.

DRAINAGE SUMMARY

The site currently contains a single residence and consists of vegetative cover with moderate tree coverage. Stormwater runoff currently flows from southeast to northwest and discharges offsite at two locations. Each of the discharge locations were evaluated to determine the historic discharge amounts at these locations. The calculated discharge amount was then used as the maximum allowed discharge at those locations for the proposed development. The site is proposed to be developed in a manner as not to change the direction or rate of the historic storm water runoff.

The developments stormwater management and drainage will be designed in accordance with the City of Midwest City Drainage Ordinance.

DETENTION AND STORM SEWER SUMMARY

Approximately 3.60 acres of the developed site will be routed through a detention pond to regulate the site runoff to be at or below that of the calculated historic discharge rate. The detention pond was sized accordingly to meet these criteria using HydroCAD software. The proposed detention pond calculations can be found in the appendix. The detention pond outlet will be tied into the existing 36" corrugated metal pipe underground storm sewer running along the south right-of-way of east main street.

Standard street inlets will be utilized to route stormwater runoff from the street to the proposed detention pond. These inlets were sized to capture the 100-year storm event.

The existing storm sewer located at the northeast corner of the site currently has approximately 27 ft of open channel between the outlet of a 24" corrugate metal pipe and the inlet of a 36" corrugated metal pipe. This open channel will be removed, and a closed conduit will be installed along with a junction box in order to make all the storm sewer in this area underground.

The small area located at the southwest portion of the site draining into Patriot Drive will be allowed to pass through a 3' wide curb opening to prevent water from standing at the west end of Patriot Drive.

The below summary table compares the historic and proposed discharge amounts.

Detention Summary Table			
Drainage Area	Release Rate (CFS)	Drainage Area	Release Rate (CFS)
H2	10.79	H1+H2	17.53
B2+B3	8.59	P1+B1+B2+B3	17.43
Difference	-2.20	Difference	-0.10

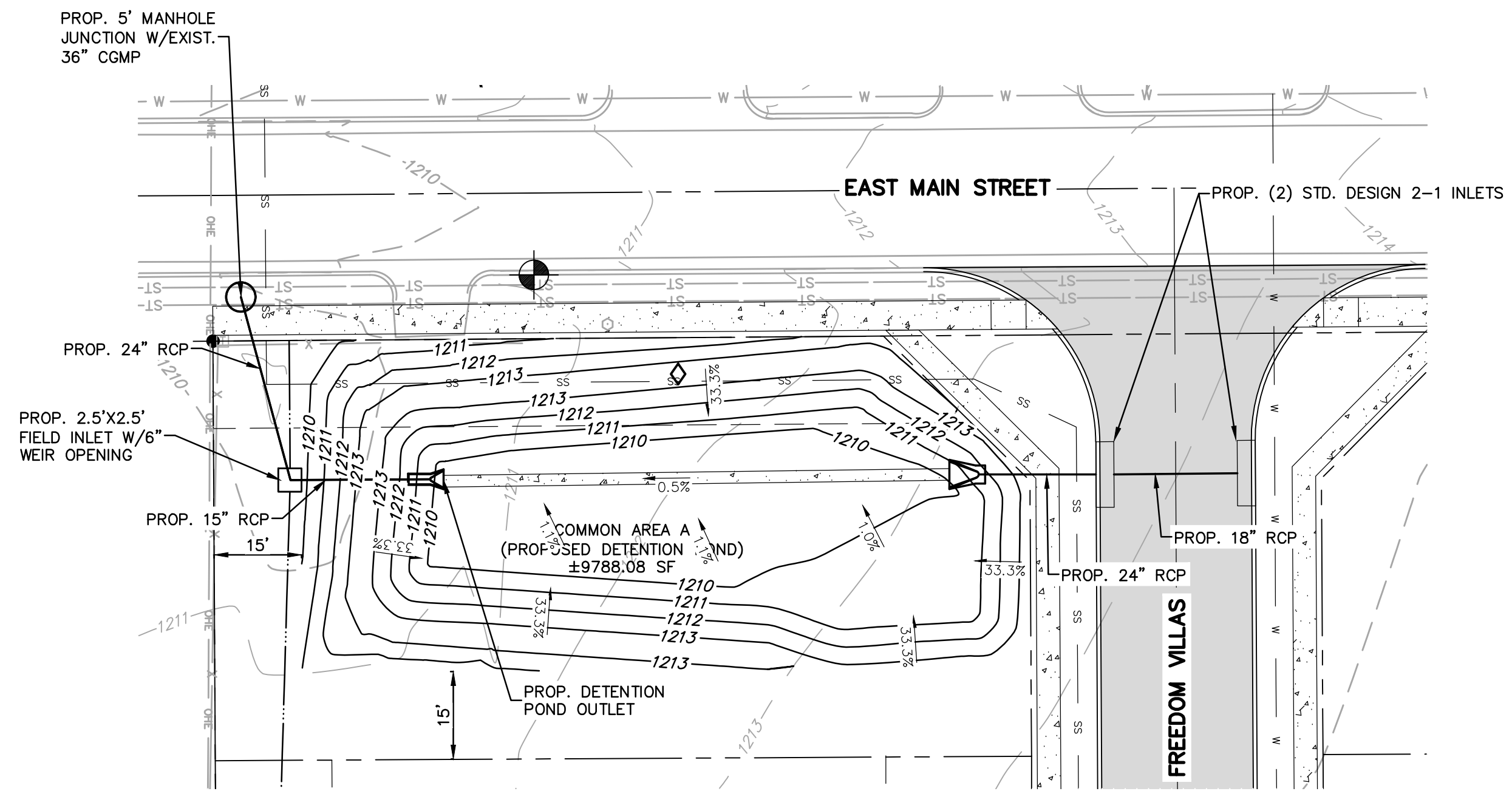
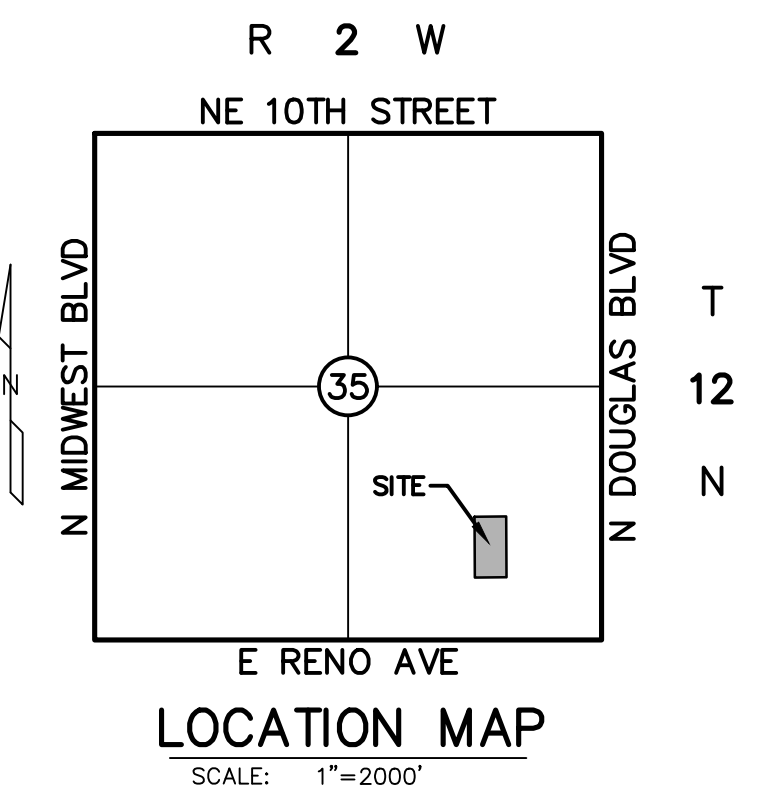
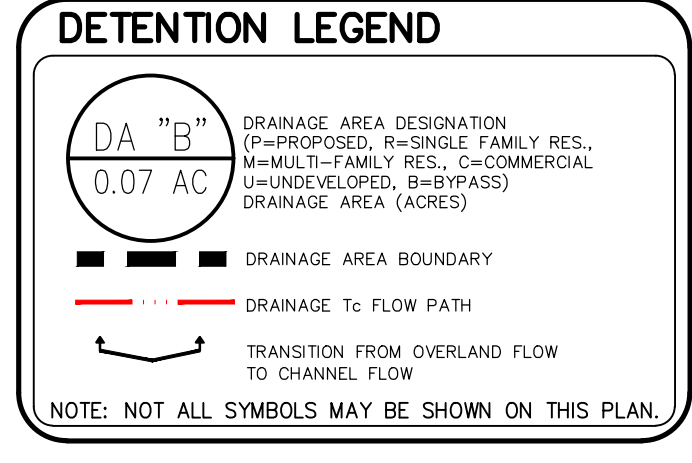
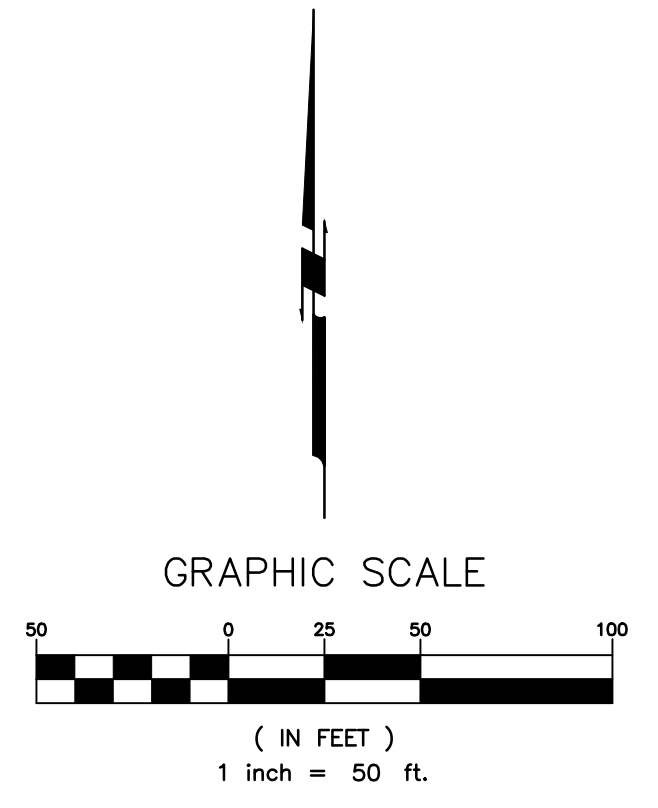
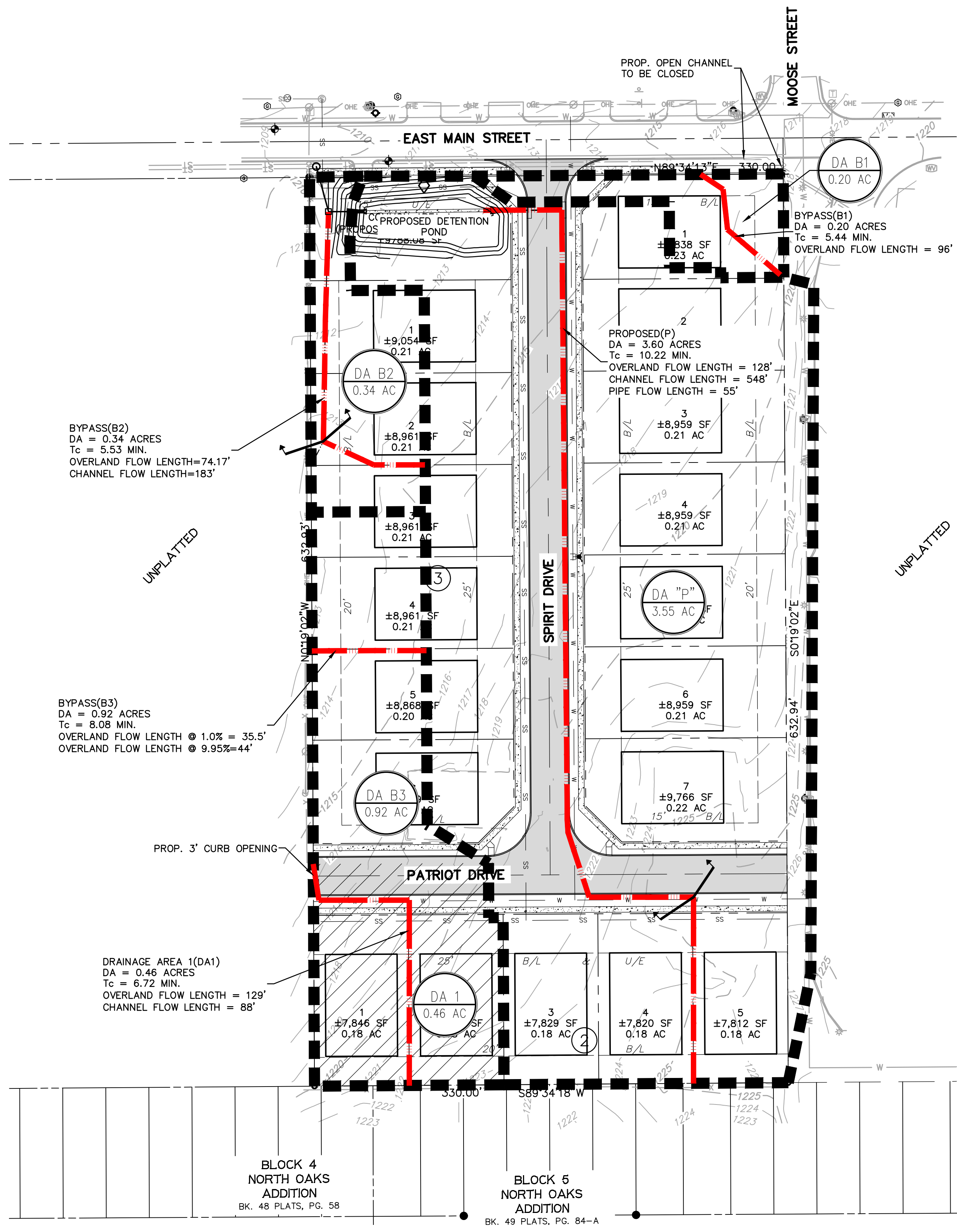
CONCLUSIONS & RECOMMENDATIONS

The detention calculations show that the proposed development will provide for a functional drainage system that meets the City of Midwest City drainage regulations per the subdivision regulations.

It is hereby requested that the City of Midwest City accept this Preliminary Stormwater Management and Drainage Plan and approve the Preliminary Plat.

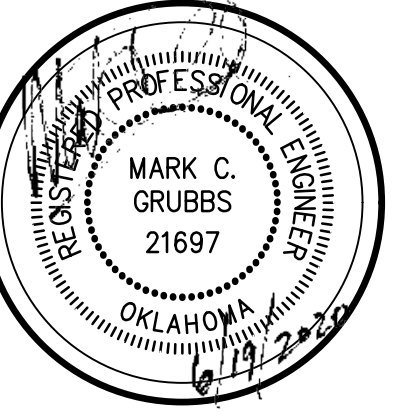
DETENTION CALCULATIONS

DRAINAGE AREA MAPS



DETENTION POND & STORM SEWER ENLARGED VIEW
SCALE: 1"=20'

RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 N. W. 10th St.
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA-5115 EXPI. 09/30/20



FREEDOM VILLAS
8712 EAST MAIN STREET
MIDWEST CITY, OKLAHOMA CO., OKLAHOMA
PROPOSED DRAINAGE AREA MAP

NO.	DESCRIPTION	DATE

Proj. No.: 20-033
Date: 5/19/2020
Scale: (Horiz.) 1"=50'
(Vert.) N/A
Drawn By: JBS
Checked By: MGS
Approved By: MGS

SHEET NUMBER
DAP

HISTORIC RUNOFF WORKSHEETS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: H1
Drainage Basin Total Area: 1.92 Acres
Weighted Runoff Coefficient (C): 0.50
Time of Concentration: 16.93 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	3.75	Q2=	3.60
I5=	4.51	Q5=	4.33
I10=	5.13	Q10=	4.93
I25=	5.95	Q25=	5.71
I50=	6.76	Q50=	6.49
I100=	7.51	Q100=	7.21

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	1.92	0.50	0.96
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Apartments	0.00	0.85	0.00
Total Area:	1.92		0.96
Weighted C:			0.50

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1224.00	1209.00	370.09	4.05	Avg. Grass	1.000	16.93
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 16.93
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	3.75	Q2=	3.60
I5=	4.51	Q5=	4.33
I10=	5.13	Q10=	4.93
I25=	5.95	Q25=	5.71
I50=	6.76	Q50=	6.49
I100=	7.51	Q100=	7.21

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: H2
Drainage Basin Total Area: 3.09 Acres
Weighted Runoff Coefficient (C): 0.50
Time of Concentration: 19.97 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	3.45	Q2=	5.33
I5=	4.19	Q5=	6.48
I10=	4.77	Q10=	7.37
I25=	5.53	Q25=	8.54
I50=	6.29	Q50=	9.71
I100=	6.99	Q100=	10.79

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	3.09	0.50	1.55
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.00	0.70	0.00
Apartments	0.00	0.85	0.00
Total Area:	3.09		1.55
Weighted C:			0.50

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1226.80	1212.90	481.49	2.89	Avg. Grass	1.000	19.97
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:		5.00	0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 19.97
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	3.45	Q2=	5.33
I5=	4.19	Q5=	6.48
I10=	4.77	Q10=	7.37
I25=	5.53	Q25=	8.54
I50=	6.29	Q50=	9.71
I100=	6.99	Q100=	10.79

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

PROPOSED RUNOFF WORKSHEETS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: P
Drainage Basin Total Area: 3.60 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 10.22 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	4.66	Q2=	11.75
I5=	5.44	Q5=	13.72
I10=	6.20	Q10=	15.62
I25=	7.18	Q25=	18.10
I50=	8.17	Q50=	20.58
I100=	9.07	Q100=	22.86

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	3.60	0.70	2.52
Apartments	0.00	0.85	0.00
Total Area:	3.60		2.52
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1225.48	1224.45	128.00	0.80	Residential	0.511	8.07
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	548.00	4.50	2.03
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	55.00	7.50	0.12
Reach 2:			0.00

Total Tc: 10.22
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	4.66	Q2=	11.75
I5=	5.44	Q5=	13.72
I10=	6.20	Q10=	15.62
I25=	7.18	Q25=	18.10
I50=	8.17	Q50=	20.58
I100=	9.07	Q100=	22.86

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B1
Drainage Basin Total Area: 0.20 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.44 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.70	Q2=	0.80
I5=	6.44	Q5=	0.90
I10=	7.34	Q10=	1.03
I25=	8.50	Q25=	1.19
I50=	9.66	Q50=	1.35
I100=	10.74	Q100=	1.50

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.20	0.70	0.14
Apartments	0.00	0.85	0.00
Total Area:	0.20		0.14
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1219.41	1216.14	96.00	3.41	Residential	0.511	5.44
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 5.44
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.70	Q2=	0.80
I5=	6.44	Q5=	0.90
I10=	7.34	Q10=	1.03
I25=	8.50	Q25=	1.19
I50=	9.66	Q50=	1.35
I100=	10.74	Q100=	1.50

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B2
Drainage Basin Total Area: 0.34 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 5.53 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.68	Q2=	1.35
I5=	6.42	Q5=	1.53
I10=	7.31	Q10=	1.74
I25=	8.47	Q25=	2.02
I50=	9.63	Q50=	2.29
I100=	10.70	Q100=	2.55

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.34	0.70	0.24
Apartments	0.00	0.85	0.00
Total Area:	0.34		0.24
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1215.50	1212.10	74.17	4.58	Residential	0.511	4.66
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	183.00	3.50	0.87
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 5.53
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.68	Q2=	1.35
I5=	6.42	Q5=	1.53
I10=	7.31	Q10=	1.74
I25=	8.47	Q25=	2.02
I50=	9.63	Q50=	2.29
I100=	10.70	Q100=	2.55

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B3 Bypass to H2 Discharge Point
Drainage Basin Total Area: 0.92 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 8.08 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.07	Q2=	3.27
I5=	5.84	Q5=	3.76
I10=	6.66	Q10=	4.29
I25=	7.71	Q25=	4.97
I50=	8.77	Q50=	5.65
I100=	9.74	Q100=	6.27

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.92	0.70	0.64
Apartments	0.00	0.85	0.00
Total Area:	0.92		0.64
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1218.00	1217.64	35.50	1.01	Residential	0.511	4.80
Reach 2:	1217.64	1213.26	44.00	9.95	Residential	0.511	3.29

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 8.08
(For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc)^E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.07	Q2=	3.27
I5=	5.84	Q5=	3.76
I10=	6.66	Q10=	4.29
I25=	7.71	Q25=	4.97
I50=	8.77	Q50=	5.65
I100=	9.74	Q100=	6.27

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/18/2020

Drainage Area Designation: B2+B3 Combined Bypass to West
Drainage Basin Total Area: 1.26 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 8.08 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.07	Q2=	4.47
I5=	5.84	Q5=	5.15
I10=	6.66	Q10=	5.87
I25=	7.71	Q25=	6.80
I50=	8.77	Q50=	7.73
I100=	9.74	Q100=	8.59

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	1.26	0.70	0.88
Apartments	0.00	0.85	0.00
Total Area:	1.26		0.88
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1215.50	1215.14	35.50	1.01	Residential	0.511	4.80
Reach 2:	1217.64	1213.26	44.00	9.95	Residential	0.511	3.29

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 8.08
(For Tc < 5 min., Use Tc = 5 min.)

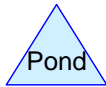
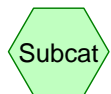
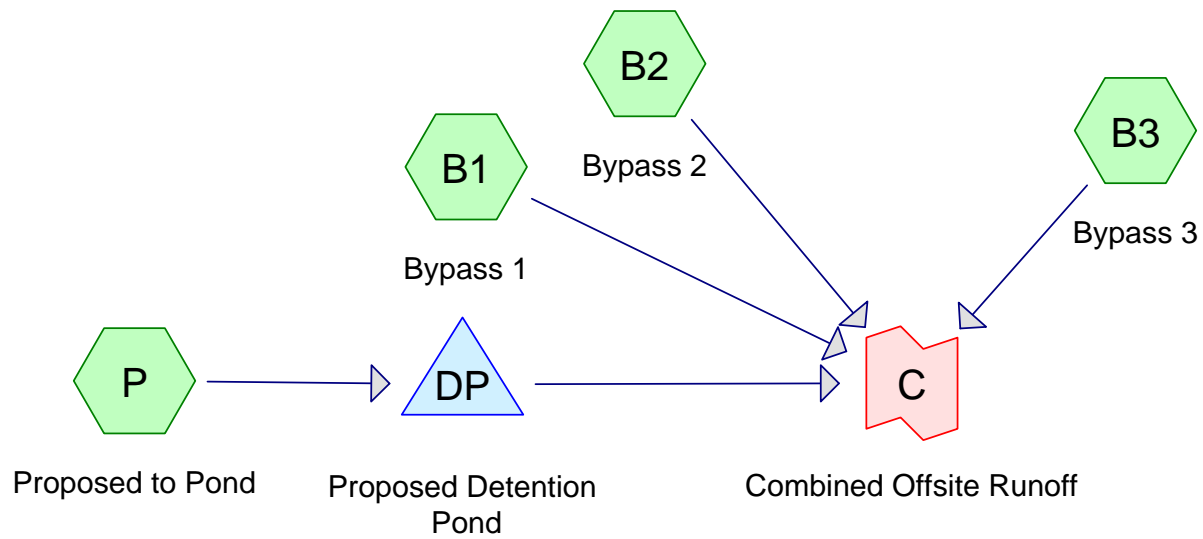
Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.07	Q2=	4.47
I5=	5.84	Q5=	5.15
I10=	6.66	Q10=	5.87
I25=	7.71	Q25=	6.80
I50=	8.77	Q50=	7.73
I100=	9.74	Q100=	8.59

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

HYDROCAD REPORTS



Routing Diagram for Freedom Villas-Prelim Detention
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Freedom Villas-Prelim Detention

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Area Listing (all nodes)

Area (acres)	C	Description (subcatchment-numbers)
5.010	0.70	(B1, B2, B3, P)
5.010	0.70	TOTAL AREA

Time span=0.00-3.00 hrs, dt=0.01 hrs, 301 points
 Runoff by Rational method, Rise/Fall=1.0/1.0 xTc
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment B1: Bypass 1	Runoff Area=0.200 ac 0.00% Impervious Runoff Depth=1.38" Tc=5.4 min C=0.70 Runoff=1.11 cfs 0.023 af
Subcatchment B2: Bypass 2	Runoff Area=0.340 ac 0.00% Impervious Runoff Depth=1.38" Tc=5.5 min C=0.70 Runoff=1.90 cfs 0.039 af
Subcatchment B3: Bypass 3	Runoff Area=0.920 ac 0.00% Impervious Runoff Depth=1.38" Tc=8.1 min C=0.70 Runoff=5.13 cfs 0.106 af
Subcatchment P: Proposed to Pond	Runoff Area=3.550 ac 0.00% Impervious Runoff Depth=1.38" Tc=10.2 min C=0.70 Runoff=19.79 cfs 0.409 af
Pond DP: Proposed Detention Pond	Peak Elev=1,212.82' Storage=9,386 cf Inflow=19.79 cfs 0.409 af 15.0" Round Culvert n=0.012 L=40.0' S=0.0027 '/' Outflow=10.17 cfs 0.409 af
Link C: Combined Offsite Runoff	Inflow=17.43 cfs 0.577 af Primary=17.43 cfs 0.577 af

Total Runoff Area = 5.010 ac Runoff Volume = 0.577 af Average Runoff Depth = 1.38"
100.00% Pervious = 5.010 ac 0.00% Impervious = 0.000 ac

Freedom Villas-Prelim Detention

OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

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Summary for Subcatchment B1: Bypass 1

Runoff = 1.11 cfs @ 0.09 hrs, Volume= 0.023 af, Depth= 1.38"

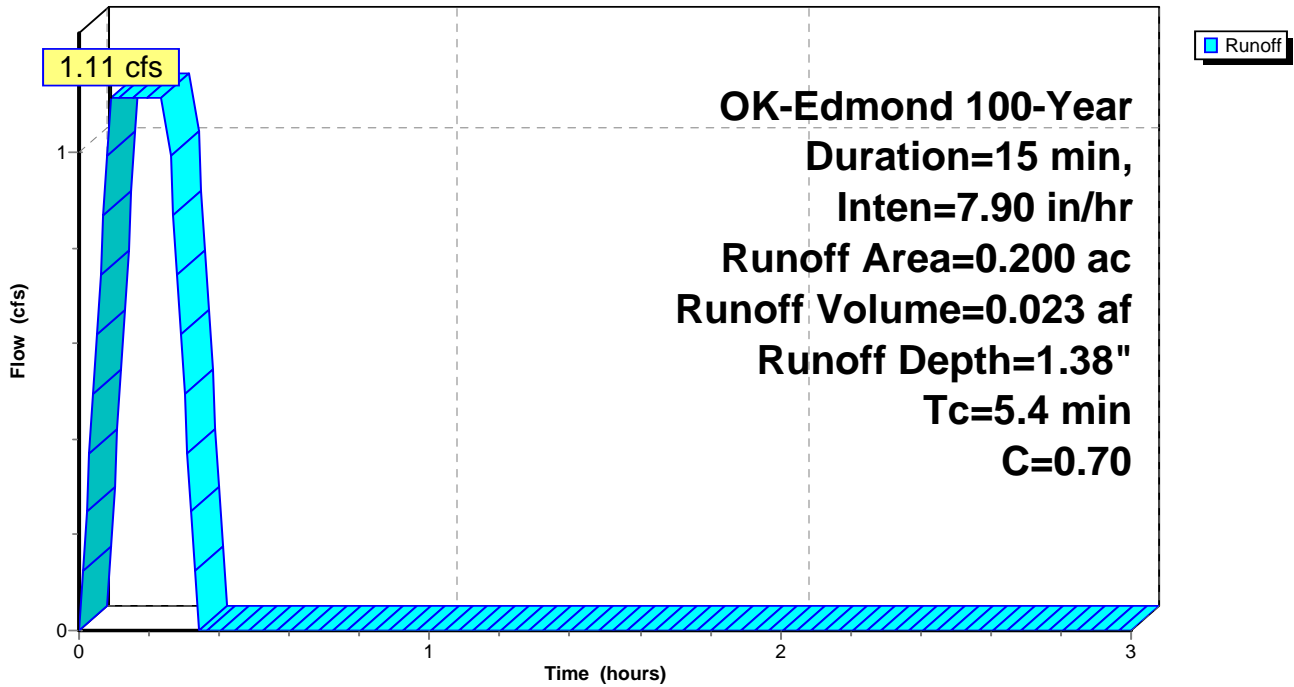
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.200	0.70	
0.200		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.4					Direct Entry,

Subcatchment B1: Bypass 1

Hydrograph



Summary for Subcatchment B2: Bypass 2

Runoff = 1.90 cfs @ 0.10 hrs, Volume= 0.039 af, Depth= 1.38"

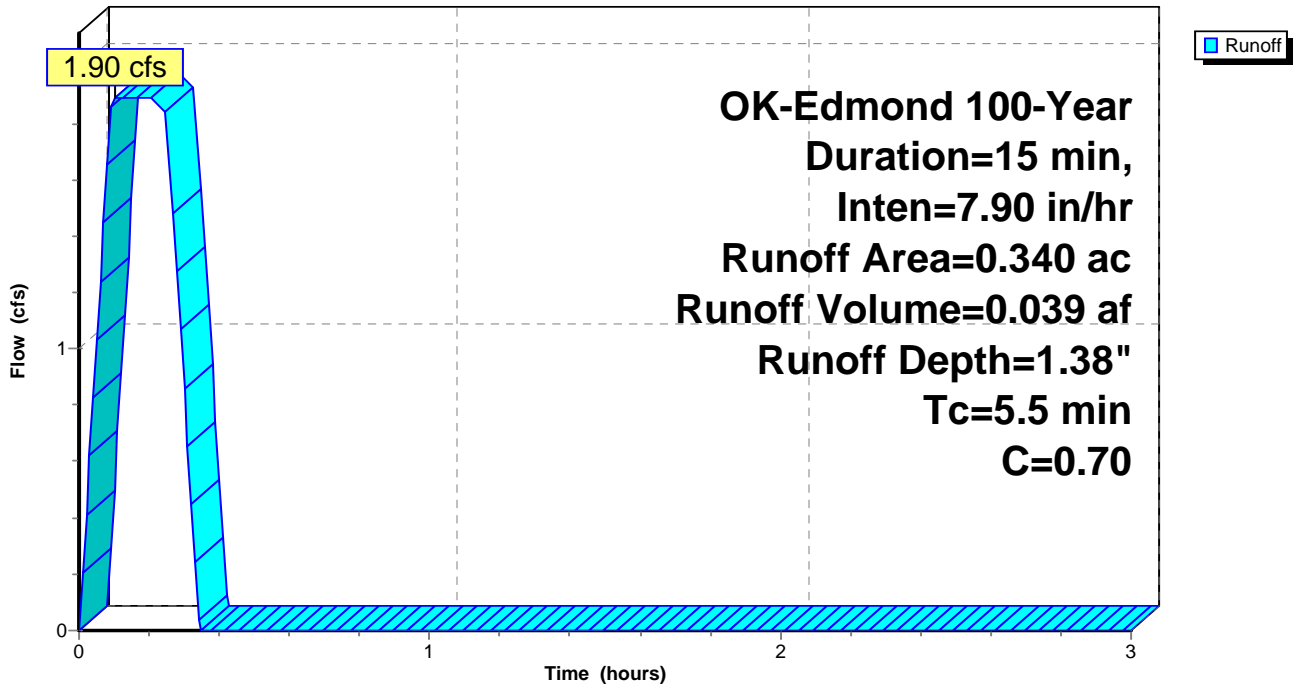
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.340	0.70	
0.340		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.5					Direct Entry,

Subcatchment B2: Bypass 2

Hydrograph



Summary for Subcatchment B3: Bypass 3

Runoff = 5.13 cfs @ 0.14 hrs, Volume= 0.106 af, Depth= 1.38"

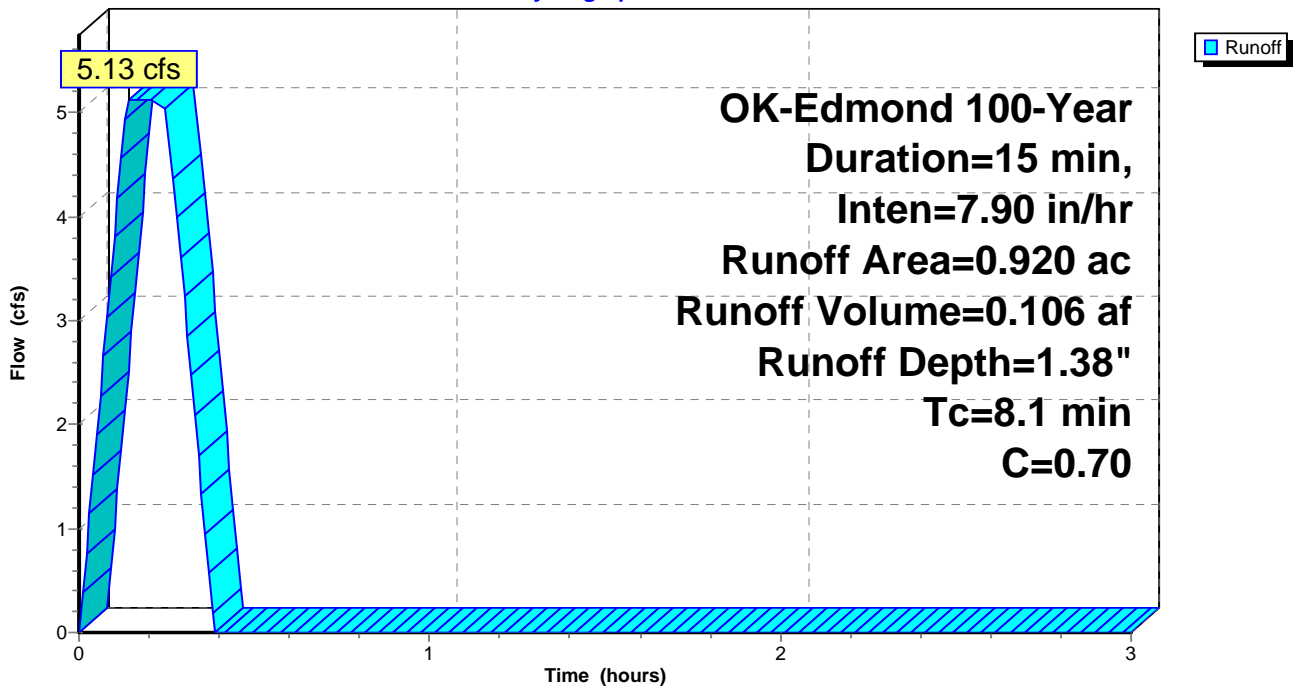
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
0.920	0.70	
0.920		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.1					Direct Entry,

Subcatchment B3: Bypass 3

Hydrograph



Summary for Subcatchment P: Proposed to Pond

Runoff = 19.79 cfs @ 0.17 hrs, Volume= 0.409 af, Depth= 1.38"

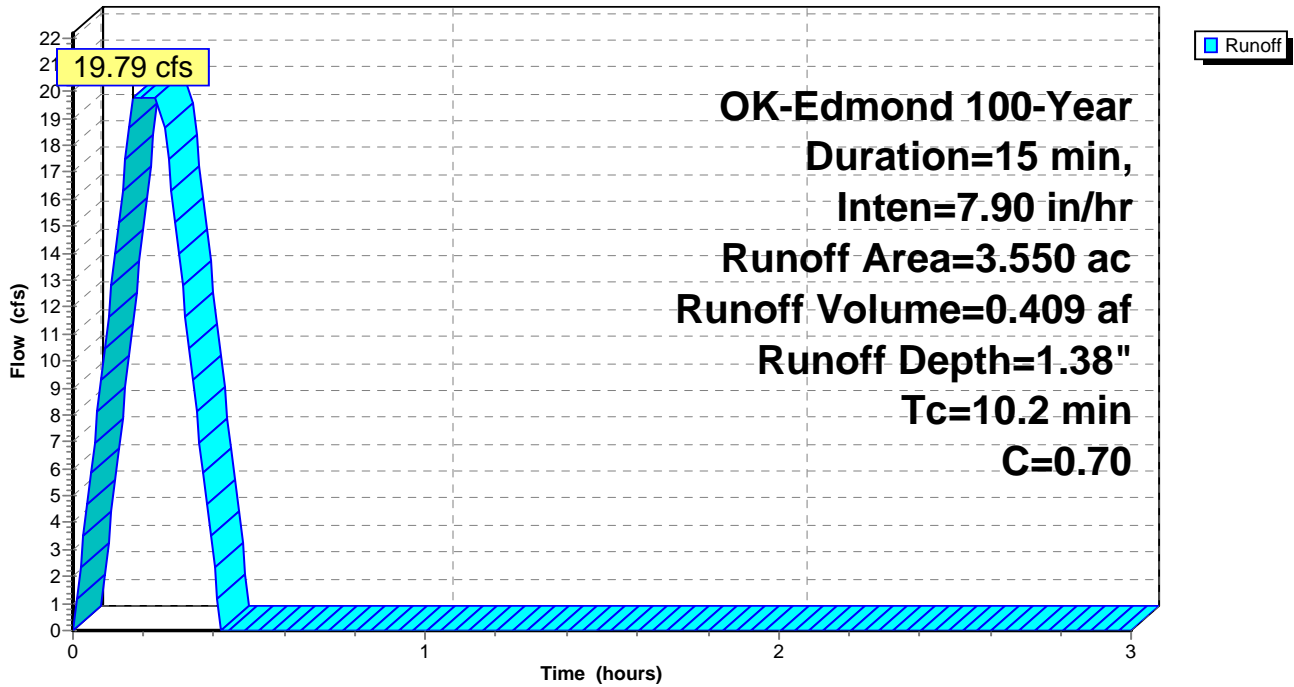
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 OK-Edmond 100-Year Duration=15 min, Inten=7.90 in/hr

Area (ac)	C	Description
3.550	0.70	
3.550		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.2					Direct Entry,

Subcatchment P: Proposed to Pond

Hydrograph



Summary for Pond DP: Proposed Detention Pond

Inflow Area = 3.550 ac, 0.00% Impervious, Inflow Depth = 1.38" for 100-Year event
 Inflow = 19.79 cfs @ 0.17 hrs, Volume= 0.409 af
 Outflow = 10.17 cfs @ 0.33 hrs, Volume= 0.409 af, Atten= 49%, Lag= 9.8 min
 Primary = 10.17 cfs @ 0.33 hrs, Volume= 0.409 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 Peak Elev= 1,212.82' @ 0.33 hrs Surf.Area= 4,389 sf Storage= 9,386 cf

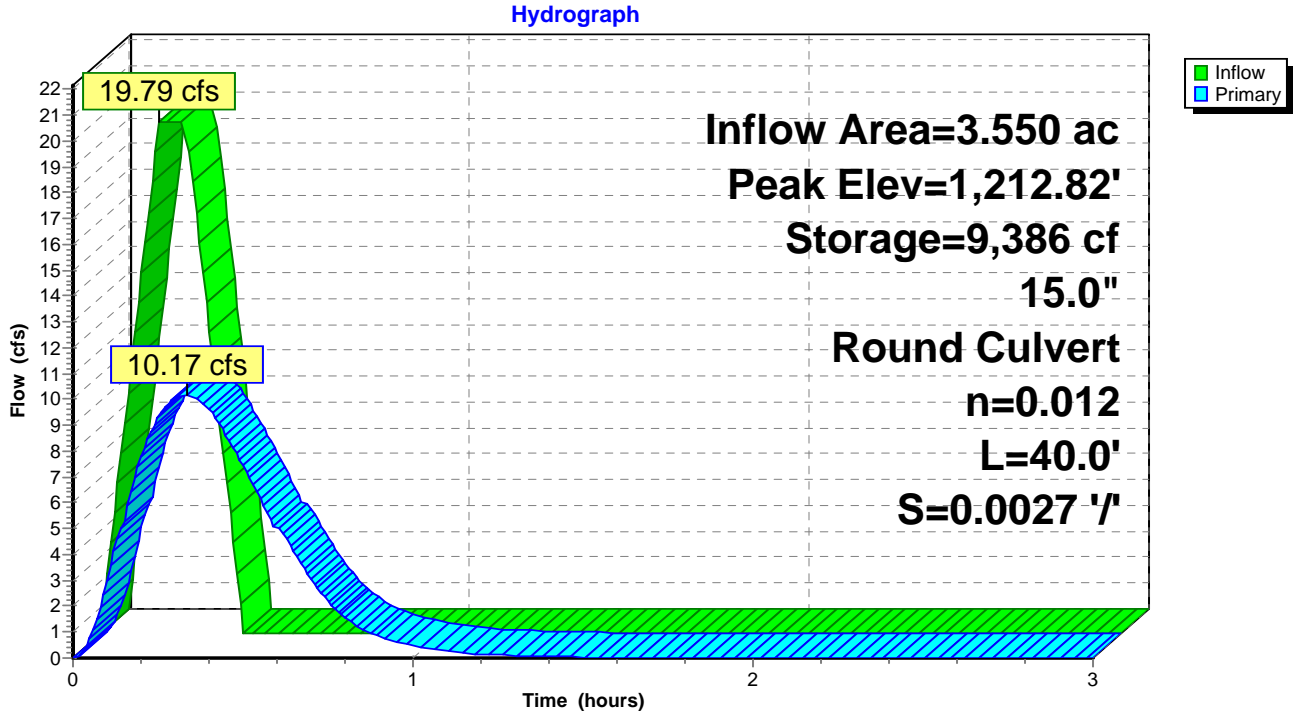
Plug-Flow detention time= 12.6 min calculated for 0.407 af (100% of inflow)
 Center-of-Mass det. time= 12.7 min (25.3 - 12.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,209.55'	11,359 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,209.55	0	0	0
1,210.00	1,785	402	402
1,211.00	2,932	2,359	2,760
1,212.00	3,700	3,316	6,076
1,213.00	4,542	4,121	10,197
1,213.25	4,753	1,162	11,359

Device	Routing	Invert	Outlet Devices
#1	Primary	1,209.55'	15.0" Round Culvert L= 40.0' RCP, groove end w/headwall, Ke= 0.200 Inlet / Outlet Invert= 1,209.55' / 1,209.44' S= 0.0027 '/' Cc= 0.900 n= 0.012, Flow Area= 1.23 sf

Primary OutFlow Max=10.17 cfs @ 0.33 hrs HW=1,212.82' (Free Discharge)
 ↑**1=Culvert** (Barrel Controls 10.17 cfs @ 8.29 fps)

Pond DP: Proposed Detention Pond



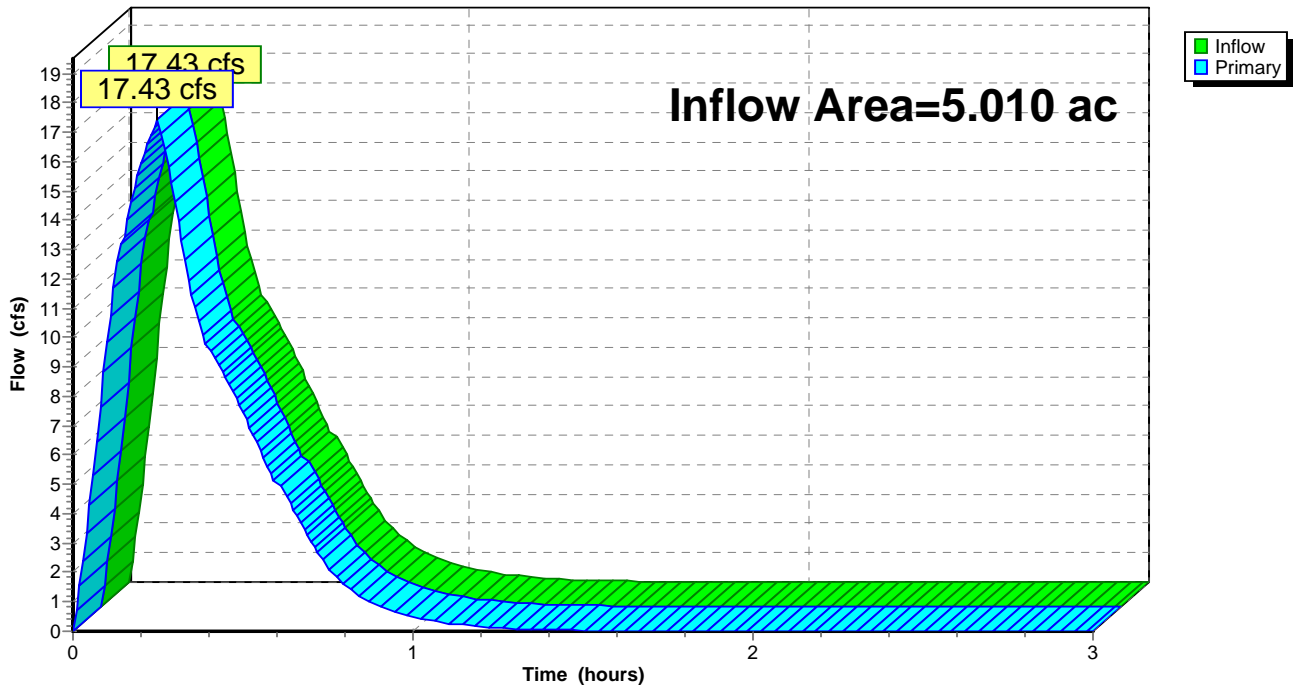
Summary for Link C: Combined Offsite Runoff

Inflow Area = 5.010 ac, 0.00% Impervious, Inflow Depth = 1.38" for 100-Year event
 Inflow = 17.43 cfs @ 0.25 hrs, Volume= 0.577 af
 Primary = 17.43 cfs @ 0.25 hrs, Volume= 0.577 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs

Link C: Combined Offsite Runoff

Hydrograph



Summary for Pond DP: Proposed Detention Pond

Inflow Area = 3.550 ac, 0.00% Impervious, Inflow Depth = 1.87" for 100-Year event
 Inflow = 15.41 cfs @ 0.17 hrs, Volume= 0.552 af
 Outflow = 10.70 cfs @ 0.49 hrs, Volume= 0.552 af, Atten= 31%, Lag= 18.9 min
 Primary = 10.70 cfs @ 0.49 hrs, Volume= 0.552 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs
 Peak Elev= 1,213.04' @ 0.49 hrs Surf.Area= 4,580 sf Storage= 10,401 cf

Plug-Flow detention time= 13.5 min calculated for 0.552 af (100% of inflow)
 Center-of-Mass det. time= 13.4 min (31.5 - 18.1)

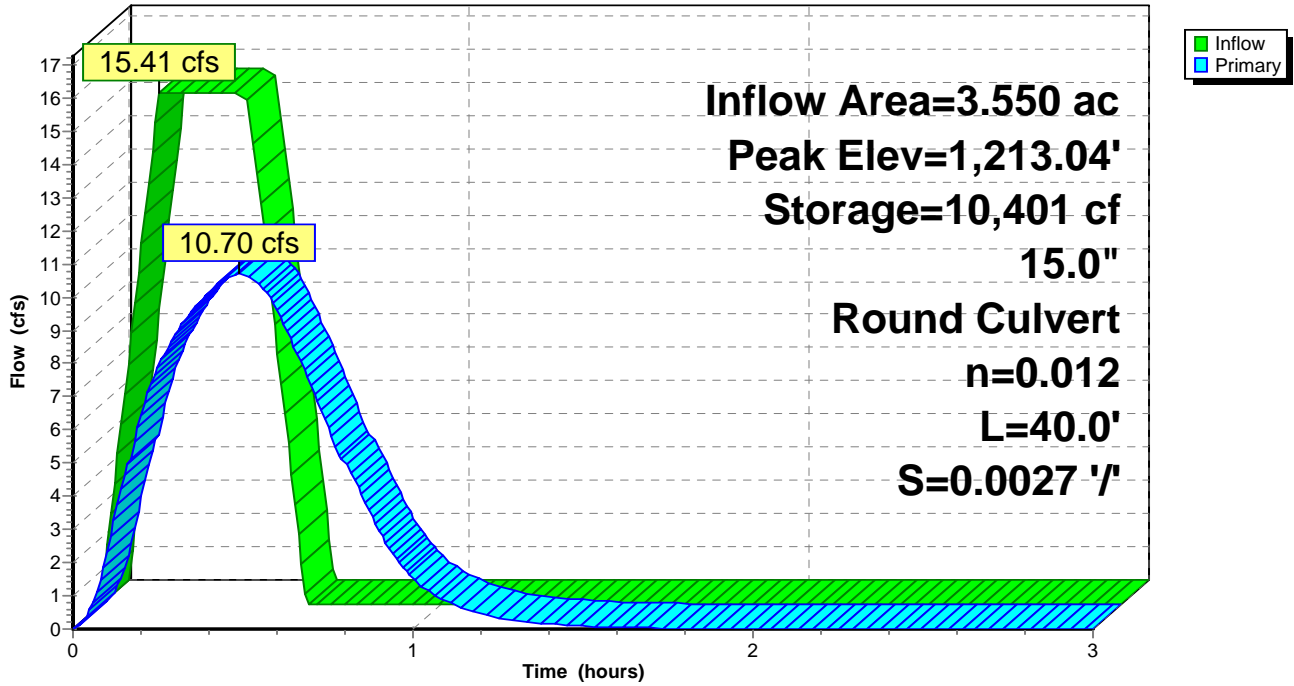
Volume	Invert	Avail.Storage	Storage Description
#1	1,209.55'	11,359 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,209.55	0	0	0
1,210.00	1,785	402	402
1,211.00	2,932	2,359	2,760
1,212.00	3,700	3,316	6,076
1,213.00	4,542	4,121	10,197
1,213.25	4,753	1,162	11,359

Device	Routing	Invert	Outlet Devices
#1	Primary	1,209.55'	15.0" Round Culvert L= 40.0' RCP, groove end w/headwall, Ke= 0.200 Inlet / Outlet Invert= 1,209.55' / 1,209.44' S= 0.0027 '/' Cc= 0.900 n= 0.012, Flow Area= 1.23 sf

Primary OutFlow Max=10.70 cfs @ 0.49 hrs HW=1,213.04' (Free Discharge)
 ↑**1=Culvert** (Barrel Controls 10.70 cfs @ 8.72 fps)

Pond DP: Proposed Detention Pond

Hydrograph



DRAINAGE CALCULATIONS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 5/28/2020

Drainage Area Designation: P
Drainage Basin Total Area: 3.60 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 10.22 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	4.66	Q2=	11.75
I5=	5.44	Q5=	13.72
I10=	6.20	Q10=	15.62
I25=	7.18	Q25=	18.10
I50=	8.17	Q50=	20.58
I100=	9.07	Q100=	22.86

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	3.60	0.70	2.52
Apartments	0.00	0.85	0.00
Total Area:	3.60		2.52
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1225.48	1224.45	128.00	0.80	Residential	0.511	8.07
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:	548.00	4.50	2.03
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:	55.00	7.50	0.12
Reach 2:			0.00

Total Tc: 10.22
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	4.66	Q2=	11.75
I5=	5.44	Q5=	13.72
I10=	6.20	Q10=	15.62
I25=	7.18	Q25=	18.10
I50=	8.17	Q50=	20.58
I100=	9.07	Q100=	22.86

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Storm Sewer Structure Capacity Worksheet

Inlet Capacity Summary

(2) STD. DESIGN 2-1 INLETS = 26.4 CFS > 22.86 CFS (DA P Q100)

Pipe Capacity Summary

CAPACITY 18" RCP @ 1.10% = 11.97 CFS > 11.43 CFS (1/2 OF DA P Q100)

CAPACITY 24" RCP @ 1.00% = 24.57 CFS > 22.86 CFS (DA P Q100)

Inlet Capacity Supporting Information

<u>STD Inlet No.</u>	<u>Grate Capacity (CFS)</u>	<u>Hood Capacity (CFS)</u>	<u>Total Capacity (CFS)</u>
2-0	3.2	5.0	8.2
2-1	3.2	10.0	13.2
2-2	3.2	15.0	18.2
2-3	3.2	20.0	23.2
2-4	3.2	25.0	28.2
2-5	3.2	30.0	33.2

Pipe Capacity Supporting Calculations

Pipe Capacity calculated by Manning's Equation = $(1.49 \cdot AR^{2/3} S^{1/2}) / n$

Required head calculated using Diameter plus 1.5 times Velocity Head = $D + (1.5 \cdot (V^2) / 2g)$

Pipe Capacity

Pipe Diameter (D): 18 Inches
 Box Span: 0 Feet
 Box Rise: 0 Feet
 Material: RCP
 Slope: 1.10%
 Manning's n: 0.012
 Area (A): 1.77 Square Feet
 Wetted Perimeter (P): 4.71 Feet
 Hydraulic Radius (A/P): 0.38 Feet
 Velocity (V): 6.77 Ft/s
Capacity (Q): 11.97 CFS

Pipe Capacity

Pipe Diameter (D): 24 Inches
 Box Span: 0 Feet
 Box Rise: 0 Feet
 Material: RCP
 Slope: 1.00%
 Manning's n: 0.012
 Area (A): 3.14 Square Feet
 Wetted Perimeter (P): 6.28 Feet
 Hydraulic Radius (A/P): 0.50 Feet
 Velocity (V): 7.82 Ft/s
Capacity (Q): 24.57 CFS

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 5/28/2020

Drainage Area Designation: DA 1
Drainage Basin Total Area: 0.46 Acres
Weighted Runoff Coefficient (C): 0.70
Time of Concentration: 6.72 Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.38	Q2=	1.73
I5=	6.14	Q5=	1.98
I10=	6.99	Q10=	2.25
I25=	8.10	Q25=	2.61
I50=	9.20	Q50=	2.96
I100=	10.23	Q100=	3.29

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.46	0.70	0.32
Apartments	0.00	0.85	0.00
Total Area:	0.46		0.32
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1222.36	1219.27	129.00	2.40	Residential	0.511	6.51
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:	88.00	7.00	0.21
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	
Reach 1:			0.00
Reach 2:			0.00

Total Tc: 6.72
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.38	Q2=	1.73
I5=	6.14	Q5=	1.98
I10=	6.99	Q10=	2.25
I25=	8.10	Q25=	2.61
I50=	9.20	Q50=	2.96
I100=	10.23	Q100=	3.29

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Flume 1 Weir Capacity Worksheet

Weir Capacity Summary

CAPACITY OF 3' WIDE CURB OPENING = 3.53 CFS > 3.29 CFS (DA 1 Q100)

Weir Capacity Supporting Calculations

Weir Capacity calculated by $Q = 3.33bH^{3/2}$

Weir Capacity

b:	3.0'
H:	0.5'
Capacity (Q):	3.53 CFS
Q100:	3.29 CFS
Depth:	5.59 Inches

FREEDOM VILLAS-PRELIMINARY DRAINAGE STUDY Hydrologic Runoff Worksheet

Summary

Date Modified: 6/19/2020

Drainage Area Designation: **B2**
Drainage Basin Total Area: **0.34** Acres
Weighted Runoff Coefficient (C): **0.70**
Time of Concentration: **5.53** Min.

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.68	Q2=	1.35
I5=	6.42	Q5=	1.53
I10=	7.31	Q10=	1.74
I25=	8.47	Q25=	2.02
I50=	9.63	Q50=	2.29
I100=	10.70	Q100=	2.55

Supporting Calculations

Weighted Runoff Coefficient Supporting Calculations

<u>Undeveloped Land Uses:</u>	<u>Drainage Area (Acres)</u>	<u>Runoff Coefficient (C)</u>	<u>DA * C</u>
Cultivated	0.00	0.50	0.00
Pasture/Range	0.00	0.50	0.00
Forest/Woodlands	0.00	0.47	0.00
Developed Land Uses:			
Commercial	0.00	0.90	0.00
Shopping Center/Industrial	0.00	0.95	0.00
Rural Single Family Residential	0.00	0.60	0.00
Single Family Residential	0.34	0.70	0.24
Apartments	0.00	0.85	0.00
Total Area:	0.34		0.24
Weighted C:			0.70

Time of Concentration (Tc) Supporting Calculations

Overland Flow Tc:

	<u>Upstm Elev.</u>	<u>Dwnstm Elev.</u>	<u>Reach Length (ft)</u>	<u>Slope (%)</u>	<u>Overland Condition</u>	<u>K</u>	<u>Tc (Min.)</u>
Reach 1:	1215.50	1212.10	74.17	4.58	Residential	0.511	4.66
Reach 2:							

Channel Flow Tc:

	<u>Channel Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:	183.00	3.50	0.87
Reach 2:			0.00

Pipe Flow Tc:

	<u>Pipe Length (ft)</u>	<u>Velocity (fps)</u>	<u>Tc (Min.)</u>
Reach 1:			0.00
Reach 2:			0.00

Total Tc: **5.53**
 (For Tc < 5 min., Use Tc = 5 min.)

Runoff (Q) Supporting Calculations

Intensity (I) = A / (B + Tc) * E (A, B & E obtained from table to right)
 Runoff (Q) = CI(DA)

<u>I (in/hr)</u>		<u>Q (cfs)</u>	
I2=	5.68	Q2=	1.35
I5=	6.42	Q5=	1.53
I10=	7.31	Q10=	1.74
I25=	8.47	Q25=	2.02
I50=	9.63	Q50=	2.29
I100=	10.70	Q100=	2.55

Frequency (Year)	Parameters for MWC IDF Equations		
	A	B	E
2-Year	56.43	11.5	0.81
5-Year	72	15	0.8
10-Year	82	15	0.8
25-Year	95	15	0.8
50-Year	108	15	0.8
100-Year	120	15	0.8

Storm Sewer Structure Capacity Worksheet

Inlet Capacity Summary

REFER TO FIELD INLET WIER CAPACITY WORKSHEET

Pipe Capacity Summary

CAPACITY 24" RCP @ 0.50% = 17.38 CFS > 13.25 CFS (DA B2 Q100 + DETENTION POND PEAK Q100 RELEASE)

Pipe Capacity Supporting Calculations

Pipe Capacity calculated by Manning's Equation = $(1.49 \cdot AR^{2/3} S^{1/2}) / n$

Required head calculated using Diameter plus 1.5 times Velocity Head = $D + (1.5 \cdot (V^2) / 2g)$

<u>Pipe Capacity</u>	
Pipe Diameter (D):	24 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	0.50%
Manning's n:	0.012
Area (A):	3.14 Square Feet
Wetted Perimeter (P):	6.28 Feet
Hydraulic Radius (A/P):	0.50 Feet
Velocity (V):	5.53 Ft/s
Capacity (Q):	17.38 CFS

<u>Required Head</u>	
Required Head:	2.71 Feet

<u>Pipe Capacity</u>	
Pipe Diameter (D):	30 Inches
Box Span:	0 Feet
Box Rise:	0 Feet
Material:	RCP
Slope:	0.50%
Manning's n:	0.012
Area (A):	4.91 Square Feet
Wetted Perimeter (P):	7.85 Feet
Hydraulic Radius (A/P):	0.63 Feet
Velocity (V):	6.42 Ft/s
Capacity (Q):	31.51 CFS

<u>Required Head</u>	
Required Head:	3.46 Feet

Field Inlet Weir Opening Capacity Worksheet

Weir Capacity Summary

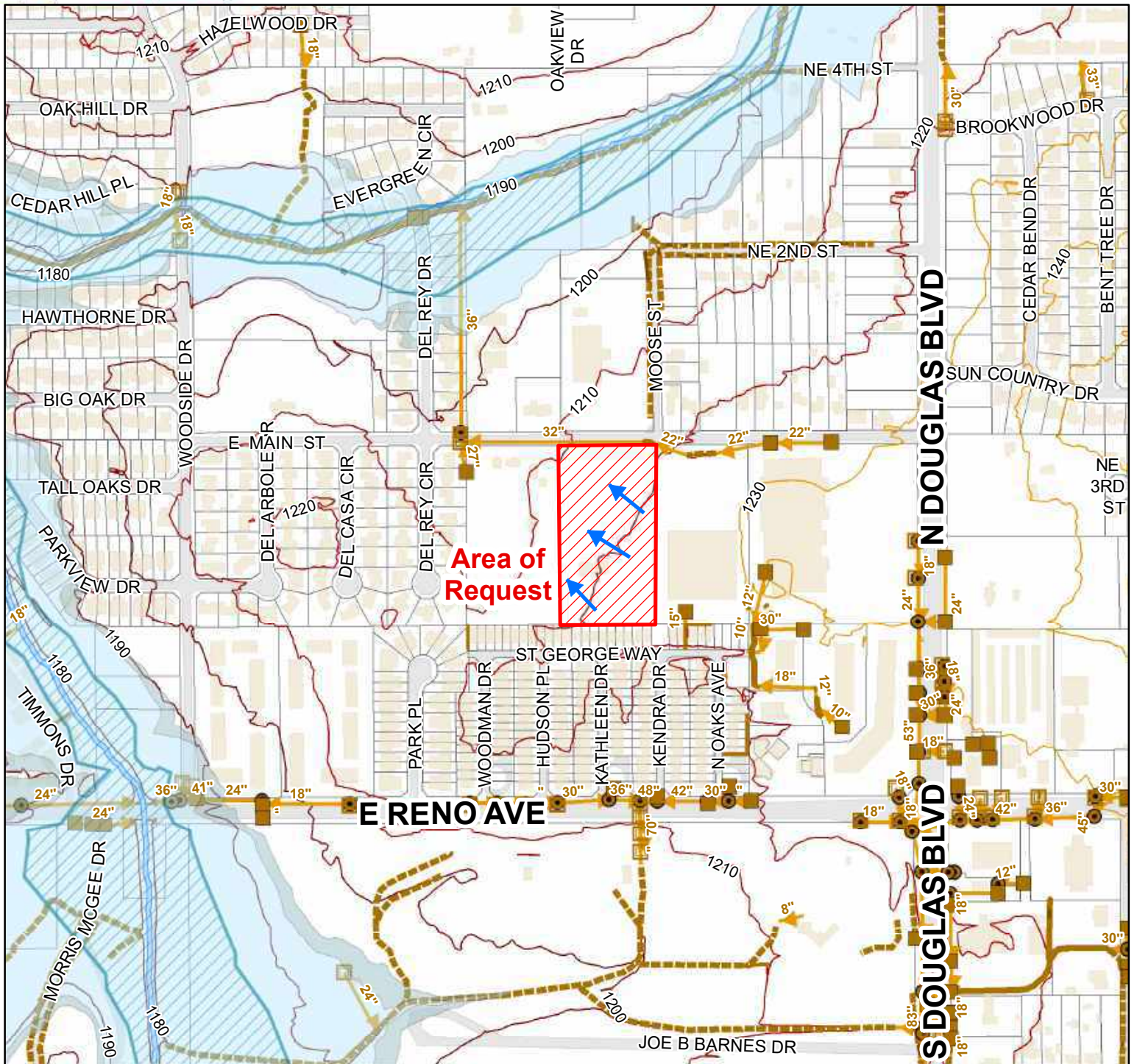
CAPACITY OF 2.5' WIDE & 6" TALL FILED INLET = 2.94 CFS > 2.55 CFS (DA B2)

Weir Capacity Supporting Calculations

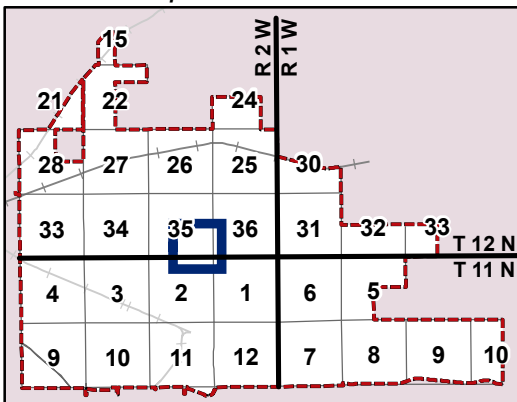
Weir Capacity calculated by $Q = 3.33bH^{3/2}$

Weir Capacity

b:	2.5 Ft
H:	0.5 Ft
Capacity (Q):	2.94 CFS
Q100:	2.55 CFS
Depth:	5.19 Inches



Locator Map

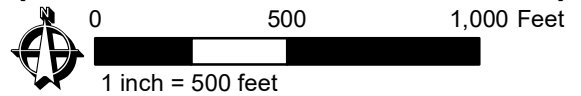


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

DRAINAGE LOCATION MAP FOR PC-2047

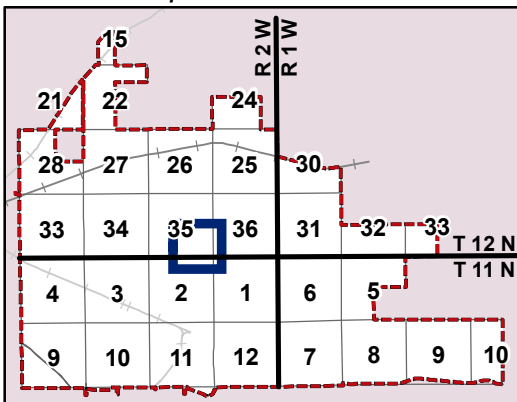
(SE/4, Sec. 35, T12N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



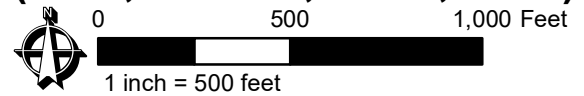
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2047
(SE/4, Sec. 35, T12N, R2W)**

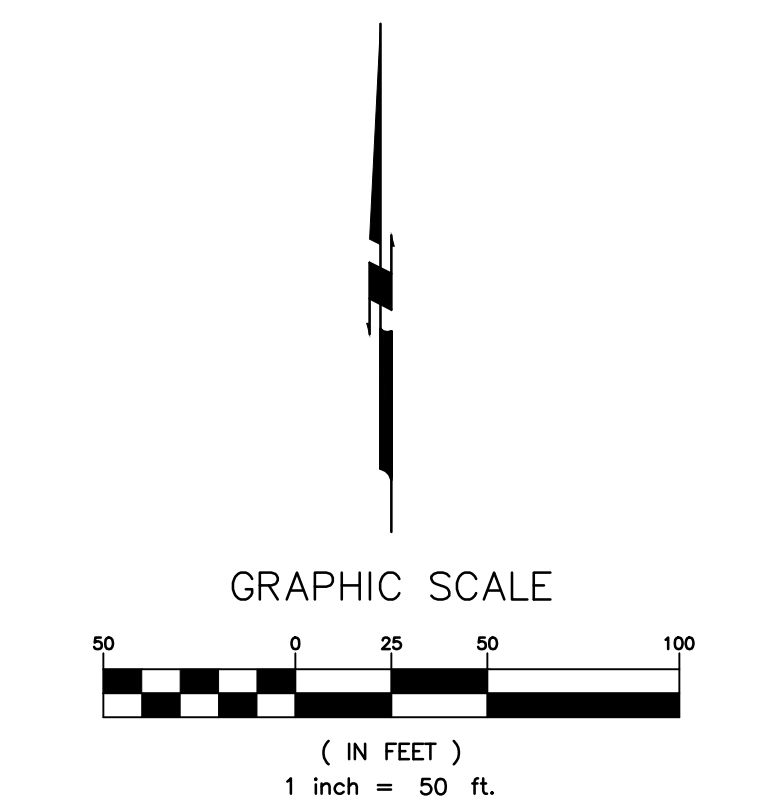
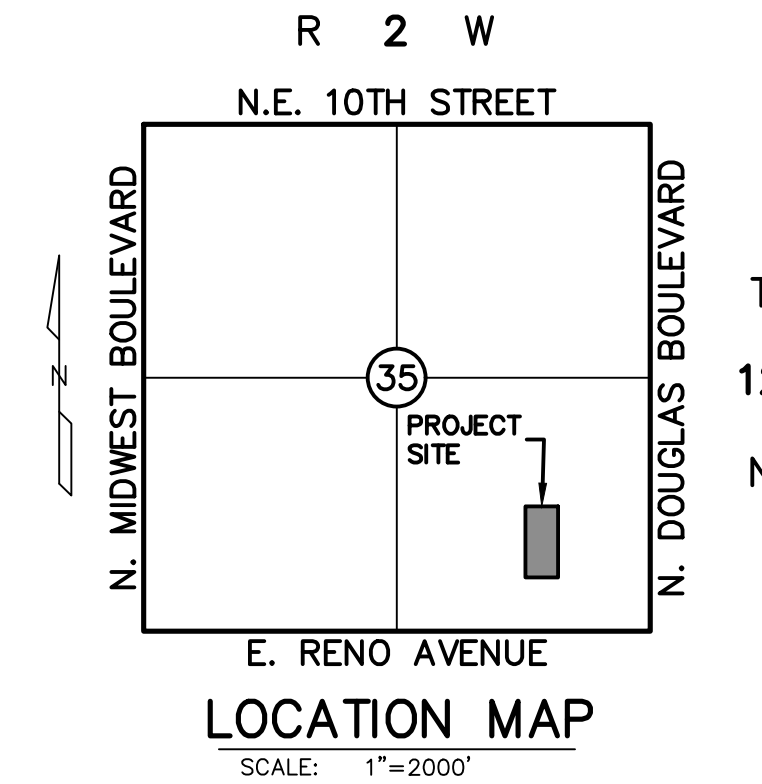


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PRELIMINARY PLAT of FREEDOM VILLAS

A TRACT OF LAND BEING THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHWEST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWELVE (12) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

ENGINEER:
GRUBBS CONSULTING, LLC.
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641
FAX: (405) 265-0649



SUBDIVISION CONTAINS:
EIGHTEEN (18) LOTS IN
THREE (3) BLOCKS
GROSS SUBDIVISION AREA:
±208,869 SQ. FT.
OR ±4.7949 ACRES

B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
PDE = PRIVATE DRAINAGE EASEMENT
R/W = RIGHT OF WAY
ESMT = EASEMENT
LNA = LIMITS OF NO ACCESS

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/20

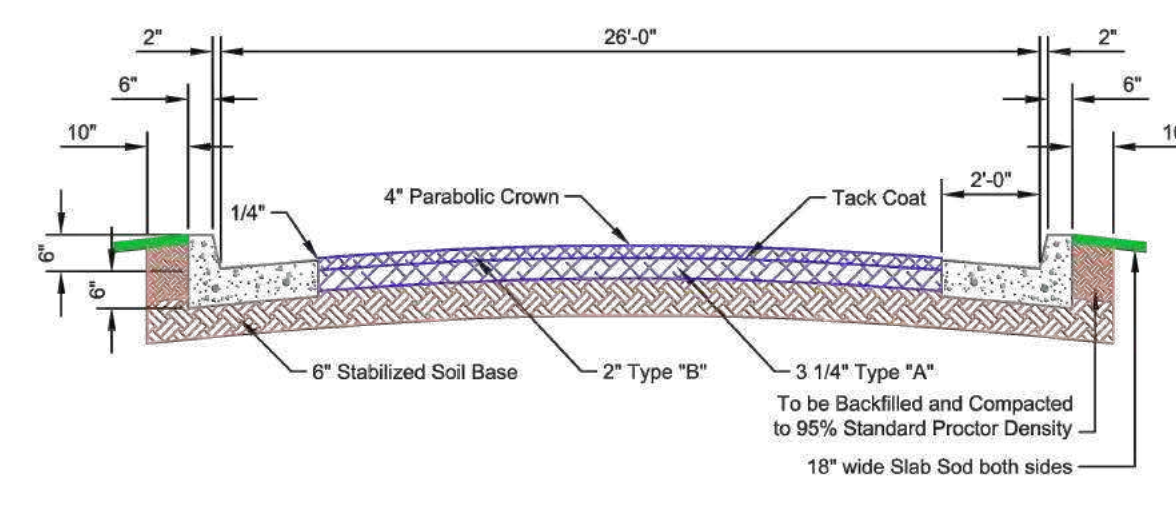
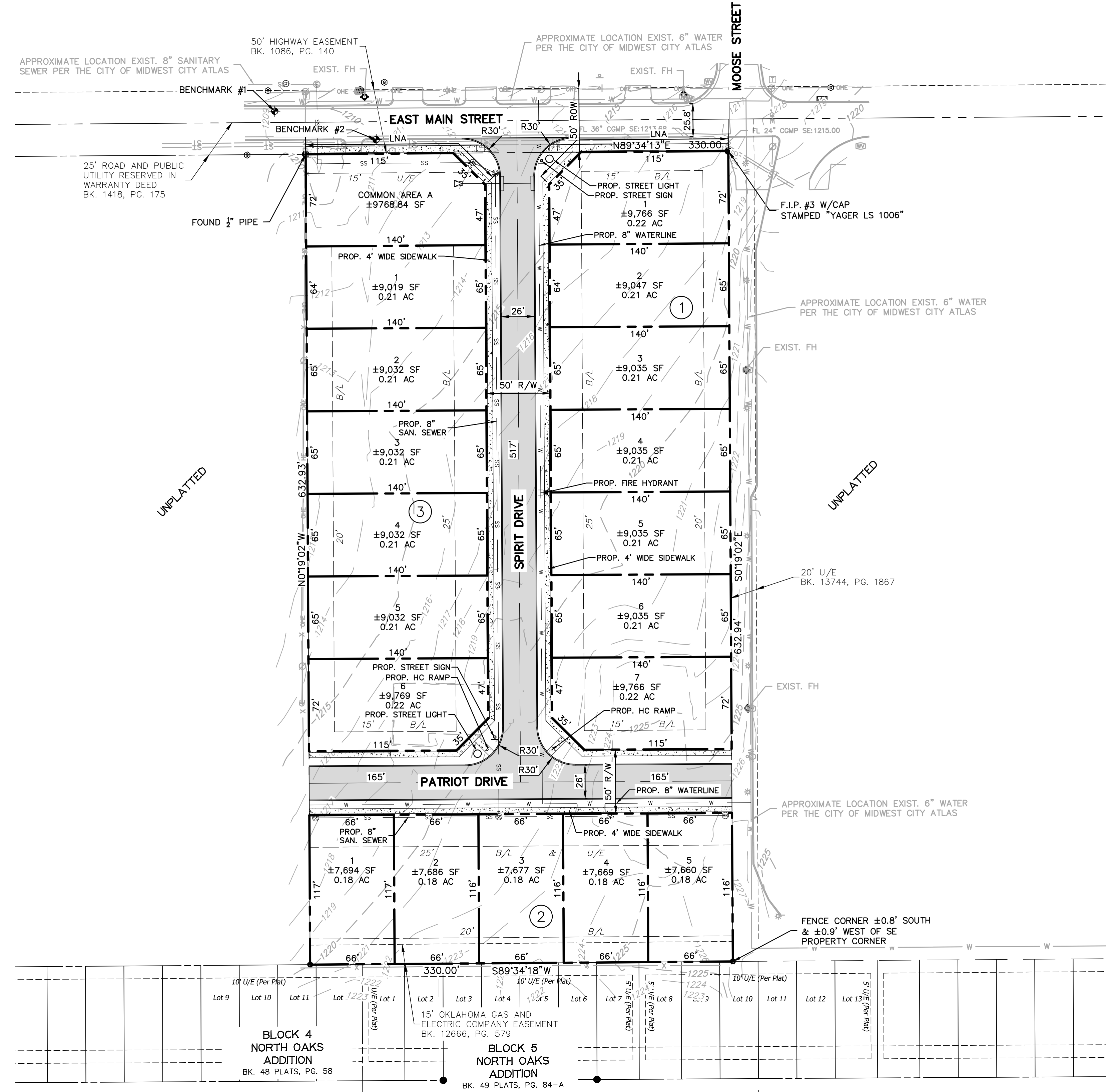
- PLAT NOTES:**
- A SIDEWALK IS REQUIRED IN EACH LOT WHERE IT ABUTS LOCAL AND COLLECTOR STREET RIGHTS-OF-WAY AND MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE AFFECTED LOT.
 - MAINTENANCE OF COMMON AREA A IS THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.
 - THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
 - CENTERLINE OF RIGHT OF WAY MONUMENTS SHALL BE AS FOLLOWS:

MAGNETIC NAIL WITH SHINER STAMPED "DURHAM CA 5313" FOR ALL PAVED SURFACES OR #3 BAR WITH CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED FOR ALL UNPAVED SURFACES
 - THE FINAL PLAT BOUNDARY AND LOT CORNER MONUMENTS SHALL BE AS FOLLOWS:

#3 BAR WITH CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED

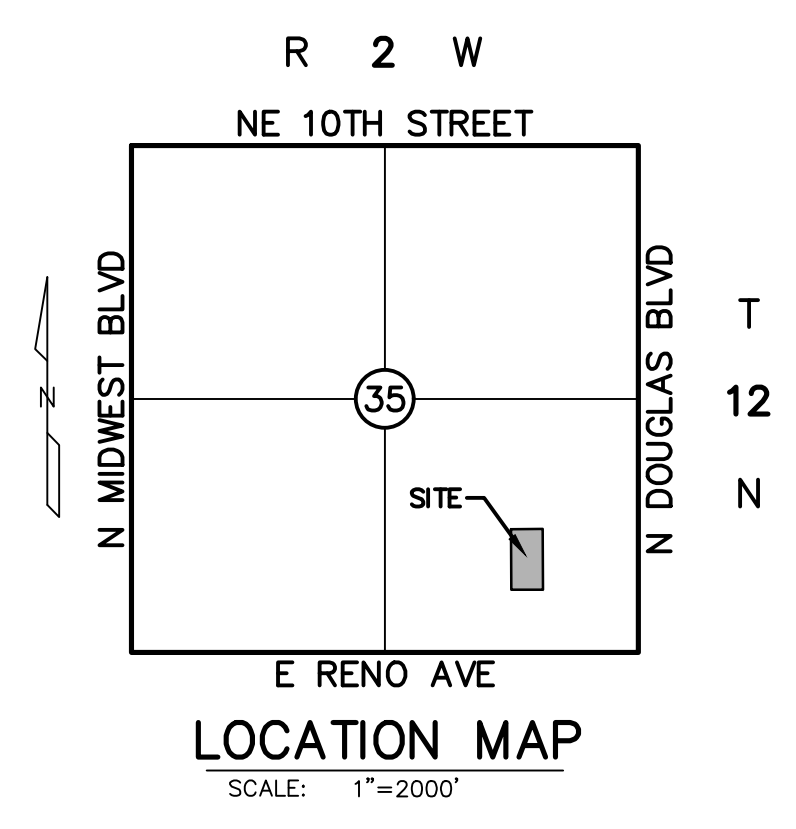
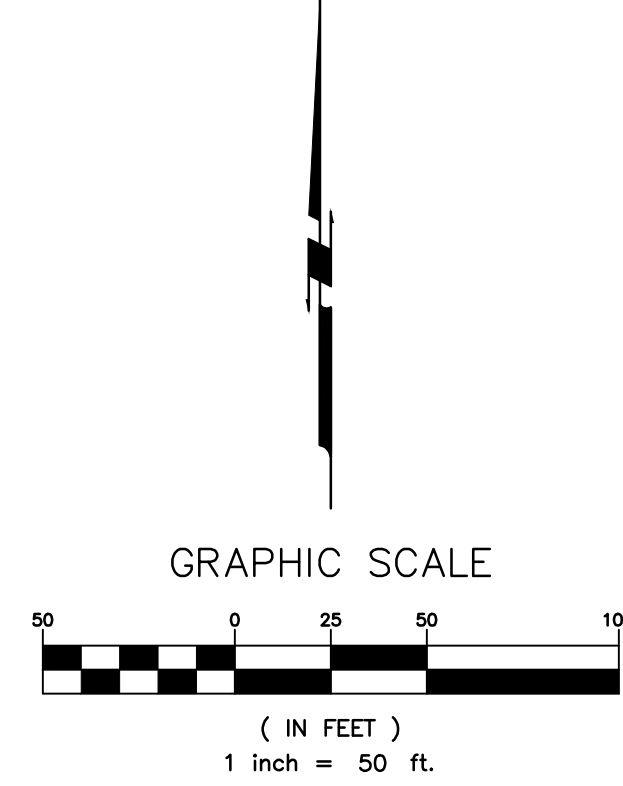
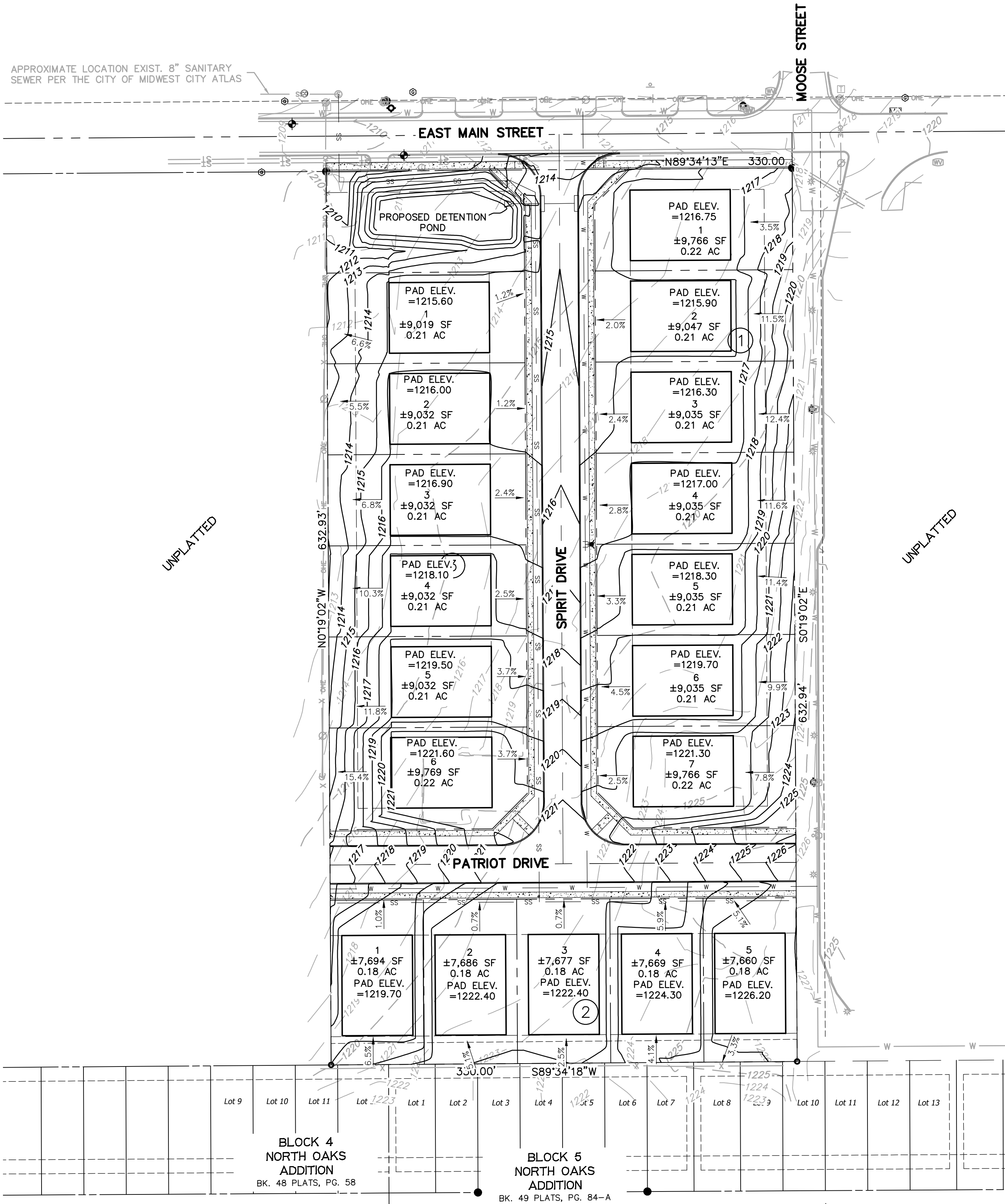
SURVEYOR:
GOLDEN LAND SURVEYING
7304 NW 164TH ST. SUITE #5
EDMOND, OKLAHOMA 73013
(405) 802-7883

DEVELOPER:
TINKER VILLAS, LLC
39004 W. MACARTHUR ST.
SHAWNEE, OK 74804
(405) 641-5878



TYPICAL SECTION
26' ASPHALTIC CONCRETE PAVING
(STABILIZED SOIL BASE)
• 110 •

GOLDEN LAND SURVEYING
7304 NW 164th St., Suite #5, Edmond, Oklahoma 73013
C.A.# 7263 / Exp. Date =6/30/2020
Telephone: (405) 802-7883 Job No:20216 troy@goldenls.com

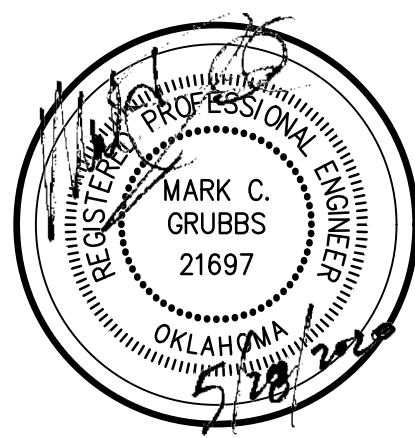


GRADING LEGEND

TC	TOP OF CURB ELEVATION
TP	TOP OF PAVING ELEVATION
ME	MATCH EXISTING ELEVATION
TG	TOP OF GRATE ELEVATION
TR	MANHOLE TOP RIM ELEVATION
FL	FLOWLINE ELEVATION
TW	TOP OF WALL ELEVATION
TSW	TOP OF SIDEWALK ELEVATION
TB	TOP OF BANK ELEVATION
EL	TOP OF GROUND ELEVATION
---	FLOW LINE
---	ROSELINE
→	DIRECTIONAL FLOW ARROW
█	PROPOSED RETAINING WALL
---	EXPANSION JOINT
---	CONTRACTION JOINT
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
█	CONCRETE DUMPSTER PAD AND DRIVEWAY AREA
█	STANDARD DUTY PAVING (SEE PAVEMENT SECTION)
█	HEAVY DUTY PAVING (SEE PAVEMENT SECTION)
█	CONCRETE PAVING OR SIDEWALK

NOTE: NOT ALL SYMBOLS MAY BE SHOWN ON THIS PLAN.

RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 N. W. 10th Street, Suite 200
Midwest City, Oklahoma 73108
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA-5115 EXPI. 06/30/20



FREEDOM VILLAS
8712 EAST MAIN STREET
MIDWEST CITY, OKLAHOMA CO., OKLAHOMA
PRELIMINARY SITE DEVELOPMENT PLAN

NO.	DESCRIPTION	DATE

Proj. No.: 20-033
Date: 05/29/2020
Scale: (Horiz.) 1"=50'
(Vert.) N/A
Drawn By: MGS
Checked By: MGS
Approved By: MGS

SHEET NUMBER
EXH



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: July 28, 2020

Subject: (PC-2048) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date.

In July of 2019, staff received an application to rezone a parcel from C-3, Community Commercial to SPUD, to allow the use of marijuana processing. Currently, the Zoning Ordinance only allows marijuana processing in the I-1, I-2 and I-3 Industrial Districts. In reviewing this application, staff learned that some of the equipment that is used for marijuana processing is not as intensive as typical industrial equipment and machinery. The City Council took no action on that item to allow staff to research marijuana processing and determine if an amendment to our ordinances may be necessary.

Over the last year, staff has researched marijuana processing and consulted with other municipalities regarding their experiences and ordinances. Staff attended the regular APTAC (Areawide Planning and Technical Advisory Committee) meeting at ACOG (Association of Central Oklahoma Governments) on November 14, 2019. During this meeting, staff from various central Oklahoma communities discussed questions and concerns regarding medical marijuana. Midwest City staff asked those in attendance how they were approaching the various forms of processing within their zoning ordinance. Staff from communities including Del City, Edmond and El Reno stated that they too have realized that different forms of processing may be appropriate uses in zoning districts other than just industrial but had so far not made changes to their ordinances regarding processing.

The ordinance prepared for this meeting adds light processing in the Light Industrial: Restricted use unit classification and requires a special use permit for all Light Industrial: Restricted uses in the C-3, zoning district. Light Industrial: Restricted are allowed by right in the C-4, I-1, I-2 and I-3 zoning districts. Special use permit applications go before the Planning Commission for a recommendation and City Council for approval.

This process will allow staff to require that the applicant submit details of the processing equipment to be used. If the special use permit is approved, the building and fire inspectors, as well as planning manager, will make annual inspections of the facility as required by OMMA for the Certificate of Compliance. During these inspections, the building inspector and fire inspector will be able to view the equipment being used to ensure that it is consistent with the approved special use permit.

Section 7.6.5 of the Zoning Ordinance states that if the Community Development Director finds that the occupancy does not comply with the special use permit, it can be referred to the City Council for review. This section also requires that modification of an existing special use permit would require a new application and hearings before the Planning Commission and City Council.

This proposed ordinance amendment was recommended for approval by the Ordinance Review Committee on May 28, 2020. Notice of this amendment was published in the Journal Record. Action is at the discretion of the Planning Commission and City Council. The Planning Commission recommended approval of this item July 7, 2020.

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

Billy Harless, AICP
Community Development Director

KG

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 4.5.2, LIGHT INDUSTRIAL: RESTRICTED; SECTION 4.9.2, USE CHART AND PROVIDING FOR REPEALER AND SEVERABILITY.

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 4.5.2, Light Industrial: Restricted, as follows:

Establishments engaged in the manufacture, assembly, research, or processing with all operations and processes entirely within an enclosed structure. There is no outdoor storage of raw materials and products.

Establishments have no outdoor industrial wastewater treatment system and produce no airborne emissions, objectionable noise, glare, odor, vibrations, smoke or dust associated with the industrial operation.

Typical uses include, but are not limited to, bakery employing more than five (5) fulltime employees; book binder; cabinet shop; clothing manufacturing; electronic equipment assembly and manufacturing; furniture upholstery; ice plant; laundry and dry cleaning plant employing more than five (5) full time people; printing plant; engraving plant; instrument and meter manufacture; mattress renovation; optical goods manufacture; photographic equipment manufacture; collection and compression of aluminum cans and glass for recycling. Also to include any plant extraction or processing that is deemed less hazardous than stated or accounted for in the International Building and Fire Codes. Examples of which include but are not limited to cold water washing and heat press processing.

Any Light Industrial: Restricted use requiring a Special Use Permit must apply for such permit in accordance with Section 7.6 of the Zoning Ordinance and any specific condition imposed on such use by the City Council must be adhered to during the operation of such use. If any specific conditions of an approved Special Use Permit are not adhered to, the Special Use Permit shall expire or the applicant must apply to amend the Special Use Permit in accordance with Section 7.6.5 of the Zoning Ordinance.

SECTION 2. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 4.9.2, Use Chart, as follows:

For line 4.5.2 a "S" will be shown for the following zoning district to indicate that a Special Use Permit is required: C-3

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 4.5.2, LIGHT INDUSTRIAL: RESTRICTED; SECTION 4.9.2, USE CHART AND PROVIDING FOR REPEALER AND SEVERABILITY.

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 4.5.2, Light Industrial: Restricted, as follows:

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SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



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: July 28, 2020

RE: Discussion and consideration of the approval of 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, 2020, through June 30, 2021.

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2020, through June 30, 2021. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Doug Beabout, on July 7, 2020. Changes in the proposed agreement from the previous agreement include the following.

- The duration of the agreement will be from July 1, 2020, through June 30, 2021.
- The holiday leave buy-back will not happen in December, and a reduced number of hours will be available for buy-back in June. This amount saved covers merit/step increases for the represented employees. The City and the Local agree to re-open this article in January 2021 to discuss the financial ability of the City to restore the original number of hours of holiday leave available for buy-back in June.
- There is no COLA for the contract year. The City and the Local agree to re-open this article in January 2021 to discuss the financial ability of the City to implement a COLA.
- Health Benefits premiums reflect the adjusted amount for the current fiscal year.
- The Substance Abuse Policy has been updated to reflect the current City policy.

Staff recommends approval.

Troy Bradley, Human Resources Director



Collective Bargaining
Agreement for Fiscal
Year ~~2018~~2020/2020
2021
Between

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

The City of Midwest City

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

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

ARTICLE 3

AUTHORITY AND TERM

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

SECTION 2. This Agreement shall be effective as of the, first day of July ~~2018~~2020, and shall remain in full force and effect until the last day of June ~~2020~~2021.

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 promotion list will be in force for the contract term or until the two highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

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

previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

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

A. Written Test

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

B. Assessment Center

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

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

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

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

SECTION 9. Eligibility - Firefighter (Corporal)

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

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

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

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicant must successfully complete Fire Officer I and a IFSAC Instructor I approved by the Fire Chief. Applicants must also attend a 1 week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

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

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must successfully complete Fire Officer II and Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank. 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.

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. 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.

- 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 - 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 or above for one (1) year. 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 18. 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 19. 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 20. 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 21. 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.

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

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

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

SECTION 6. Upon termination of employment

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

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

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

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

2 shifts sick leave used \$300.00

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

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

ARTICLE 19

EMERGENCY LEAVE

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

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

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

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

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

ARTICLE 20

VEHICLE LIABILITY INSURANCE

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

ARTICLE 21

HOLIDAY LEAVE

SECTION 1. 24-Hour Shift Employees:

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

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

During FY 2020/2021, the Local and the City agree that 24-hour shift employees may only elect to be paid for up to sixty (60) hours in the second week of June. 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 restore the additional thirty-six (36) hours for a total of ninety-six (96) hours to sell back in the second week of June 2021.

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

SECTION 2. 8-Hour Shift Employees:

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

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

Two additional days of each employee's choosing

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

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

During FY 2020/2021, the Local and the City agree that 8-hour shift employees may only elect to be paid for up to twelve (12) hours in the second week of June. 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 restore the additional four (4) hours for a total of sixteen (16) hours to sell back in the second week of June 2021.

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ARTICLE 22

LONGEVITY

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

A. A. Employees hired after June 30, 1983 shall be eligible to receive the following longevity benefits 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.

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With the following :

	Years of Service		Annual Longevity Pay		Per Payday Longevity Pay
\$125.00	4		\$500.00		\$19.23
\$125.00	5		\$625.00		\$24.04
\$125.00	6		\$750.00		\$28.85
\$125.00	7		\$875.00		\$33.65
\$125.00	8		\$1,000.00		\$38.46
\$125.00	9		\$1,125.00		\$43.27
\$125.00	10		\$1,250.00		\$48.08
\$125.00	11		\$1,375.00		\$52.88
\$125.00	12		\$1,500.00		\$57.69
\$125.00	13		\$1,625.00		\$62.50
\$125.00	14		\$1,750.00		\$67.31
\$125.00	15		\$1,875.00		\$72.12
\$125.00	16		\$2,000.00		\$76.92
\$125.00	17		\$2,125.00		\$81.73
\$125.00	18		\$2,250.00		\$86.54
\$125.00	19		\$2,375.00		\$91.35
\$125.00	20		\$2,500.00		\$96.15
\$125.00	21		\$2,625.00		\$100.96
\$125.00	22		\$2,750.00		\$105.77
\$125.00	23		\$2,875.00		\$110.58
\$125.00	24		\$3,000.00		\$115.38
\$125.00	25		\$3,125.00		\$120.19
\$125.00	26		\$3,250.00		\$125.00
\$125.00	27		\$3,375.00		\$129.81
\$125.00	28		\$3,500.00		\$134.62
\$125.00	29		\$3,625.00		\$139.42
\$125.00	30		\$3,750.00		\$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 be implemented effective July 1, ~~2018/2020~~ and shall run the course of this contract. ~~This pay scale adds 2.31% COLA increase to the amounts established within the previous 2017/2018 pay scale as reflected in Addendum "A(1)" of this collective bargaining agreement. Addendum A(2) reflects the four percent (4%) shift in the pension calculation to base salaries.~~

~~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".~~

~~For the second year of this agreement the total Fund 040 revenues minus other income (such as insurance recoveries, internal budget transfers, grant funds etc.) must exceed original 2018-2019 Fund 040 budget by at least 3% on July 15, 2019; employees~~

~~covered under the bargaining agreement shall receive a 2.25% across the board increase to the pay scale for FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(3); or if~~

~~The original 2018-2019 Fund 040 budget is exceeded by 3.5% on July 15, 2019; employees covered under this agreement shall receive a 2.5% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(4); or if~~

~~The original 2018-2019 Fund 040 budget is exceeded by 4.25% on July 15, 2019; employees covered under this agreement shall receive a 3.0% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(5).~~

~~Should this **not** occur, both parties will move to begin negotiations in order to come to an agreement and the 120-day statutory notification requirement is waived. It is understood compensation is the only subject that will be open to negotiations should the above-described event occur.~~

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

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

SECTION 8. The employer agrees to pay \$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.

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, ~~2017~~2020, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan Health Plan *Preferred PPO Network* ~~\$182.43~~\$218.37 for the employee, or ~~\$338.34~~\$413.72 for the employee and their dependent spouse, or ~~\$222.52~~\$275.27 for the employee and their dependent child(ren), or ~~\$455.37~~\$553.51 for the employee and all dependents in ~~each~~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 ~~thirty-fifty~~ thousand dollars (~~\$3050,000~~) and a double indemnity benefit for accidental death in the amount ~~sixty-one hundred~~ thousand dollars (~~\$60100,000~~).

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.

ARTICLE 31

WORKING ON PERSONAL PROPERTY

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

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

ARTICLE 32

HOURS OF WORK

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

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

ARTICLE 33

OVERTIME AND CALLBACK

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

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

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

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

Overtime Determination

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

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

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be

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

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

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

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

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

ARTICLE 34

COMPENSATION AT SEPARATION

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 ~~2009-10~~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.

(Intentionally left blank)

CBA Between Midwest City and IAFF Local 2066 _____
Contract Year ~~2018~~2020/20202021

**ARTICLE 41
DURATION OF AGREEMENT**

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, ~~2018~~2020, and shall remain in full force and effect until midnight June 30, ~~2020~~2021.

IN WITNESS WHEREOF, the parties set their hands this ~~1228~~ day of ~~February~~ 2019July, 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 ~~1228~~ day of ~~February~~ 2019July, 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.

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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.

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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.

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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 32-37° C/90-100°F) 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.

<u>Revised:</u>	<u>5/00</u>
<u>Revised entire Article</u>	<u>9/01</u>
	<u>2/20</u>

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

MIDWEST CITY FIRE DEPARTMENT

EXHIBIT A

ARTICLE 23: ~~SUBSTANCE ABUSE TESTING POLICY~~

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

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

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

~~It is the City's policy to:~~

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

~~This policy is designed to:~~

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

Revised: 5-1-00

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

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

~~STATEMENTS OF POLICY:~~

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

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

- ~~A. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, or in City supplied vehicles, or during working hours.~~
- ~~B. The unauthorized use, possession, manufacture, distribution or sale of alcohol on City premises, or while on City business, or in City supplied vehicles, or during working hours.~~
- ~~C. Storing any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized, or any container of alcohol, in or on City~~

~~property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy.~~

- ~~D. Reporting to work, or working, while under the influence of illegal drugs or alcohol, whether on City premises or on City business, or in City-supplied vehicles.~~
- ~~E. Failing to notify the employee's supervisor, before beginning work that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.~~
- ~~F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.~~

Revised: 5-1-00

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

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

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

~~the employee.~~

~~**Pre-Employment Testing.** All applicants for position with the City, except temporary employees, are required to pass a pre-employment drug and alcohol test prior to being hired. The test will be administered after a conditional offer of employment has been made and prior to any tentative start date. In some cases additional testing for CDL holders may be delayed until they are ready to begin driving a CDL vehicle or performing a safety sensitive function on the job.~~

~~A positive test will exclude an applicant from being hired.~~

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

~~Revised: 5-1-00~~

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

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

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

~~The supervisor shall immediately notify the department head, or in his/her absence, the department head's designee. In the event that this person is not available, the supervisor shall immediately contact the Human Resources Director for review. Upon review, the department head or designee, or in his/her absence, the Human Resources Director or designee, may authorize the supervisor to require a drug test. The Human Resources Director may be reached 24 hours a day at 740-1777.~~

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

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

Revised: 9-26-05

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

New: 1-1-02

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

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

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

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

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

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

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

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

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

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

~~All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry or its equivalent as approved by the Commissioner of Health.~~

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

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

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

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

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

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

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

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

~~**Alcohol Level at .02.** When there is a confirmed presence of any illegal drug, or legal drug or alcohol (equal to or greater than .02) or, in the case of legal drugs, for which in the opinion of the Lab Director or City designated Medical Review Officer (MRO), no reasonable explanation or proof is provided, the subject shall be deemed to have failed the test. When there is a confirmed presence of alcohol at the .02 level, the employee is deemed to be unable to work safely. The employee will be considered unable to work and will be sent home for the remainder of his/her work shift. The employee shall take leave without pay. The employee will not be permitted to take sick leave, vacation leave, compensatory time or any other earned leave. The employee will return to work after a minimum period of 24 hours or upon the conclusion of any administrative investigation (whichever period of time is greater).~~

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

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

~~**Revised: 5-1-00**~~

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

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

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

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

~~**Negative Test Results.** Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the~~

~~City Human Resources Department. A copy of this notice will not be placed in their Human Resources file, unless requested by the employee. A record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resources Department.~~

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

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

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

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

~~**Revised: 5-1-00**~~

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

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

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

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

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

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

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

Revised: 5-1-00

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

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

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

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

Individuals who are scheduled to drive a CDL vehicle or perform a safety-sensitive

~~function (such as a mechanic) on the day of the random test shall also take a breathalyzer test for alcohol.~~

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

- ~~A) — An accident that has resulted in the loss of human life.~~
- ~~B) — An accident in which the driver receives a citation and there is an injury requiring medical attention away from the scene of the accident.~~
- ~~C) — An accident in which the driver receives a citation.~~

~~— D) — Any accident that property damage exceeds \$500.~~

Revised: 9-26-05

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

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

Revised: 5-1-00

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

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

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

- ~~1. — Employees will be referred to the Employee Assistance Program or to other substance abuse counseling as part of their return to work requirements.~~
- ~~2. — The employee must comply with any recommended rehabilitation.~~

- ~~3. The employee must have a negative retest before being permitted to return to work.~~
- ~~4. Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.~~
- ~~5. Testing may be extended for a period of up to 60 months after return to work.~~

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

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

Responsibilities of Employees

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

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

~~Revised: 5-1-00 _____
Revised entire Article 9/01~~

CITY OF MIDWEST CITY

EMPLOYEE ASSISTANCE PROGRAM

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

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

~~To assist these troubled employees, the City offers an Employee Assistance Program (EAP) as part of the Health Benefits Program. Assessment, counseling, referral and~~

~~follow-up are provided for employees whose personal or health problems are interfering with their job performance. The cost of such services are the responsibility of the employee. Some costs may be covered by the health benefits program and details of coverage may be obtained from the Human Resources Department or the health benefits third party administrator. Also, the health benefits plan document provided to you gives details of coverage. The EAP can be accessed by an employee without a referral by a supervisor. In a self-referral, the employee contacts an EAP counselor directly.~~

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

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

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

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

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

SUBORDINATION TO OTHER LAWS/REGULATIONS

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

POLICY DISTRIBUTION

CBA Between Midwest City and IAFF Local 2066 _____
Contract Year ~~2018/2020~~/2020/2021

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

CONTACT PERSON:

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

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

<u>FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
	<u>ANNUAL</u>	<u>45,626.45</u>	<u>48,771.37</u>	<u>51,873.91</u>	<u>55,000.24</u>	<u>56,066.58</u>	
	<u>BI-WEEKLY</u>	<u>1,754.86</u>	<u>1,875.82</u>	<u>1,995.15</u>	<u>2,115.39</u>	<u>2,156.41</u>	
	<u>HOURLY</u>	<u>15.6684</u>	<u>16.7484</u>	<u>17.8138</u>	<u>18.8874</u>	<u>19.2536</u>	
<u>SR. FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>ANNUAL</u>	<u>59,192.91</u>	<u>62,307.50</u>	<u>65,421.07</u>	<u>68,535.67</u>	<u>72,093.98</u>	<u>75,652.30</u>
	<u>BI-WEEKLY</u>	<u>2,276.65</u>	<u>2,396.44</u>	<u>2,516.20</u>	<u>2,635.99</u>	<u>2,772.85</u>	<u>2,909.70</u>
	<u>HOURLY</u>	<u>20.3272</u>	<u>21.3968</u>	<u>22.4660</u>	<u>23.5356</u>	<u>24.7575</u>	<u>25.9795</u>
<u>SERGEANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>73,845.38</u>	<u>75,868.46</u>	<u>77,891.53</u>	<u>81,408.47</u>		
	<u>BI-WEEKLY</u>	<u>2,840.21</u>	<u>2,918.02</u>	<u>2,995.83</u>	<u>3,131.10</u>		
	<u>HOURLY</u>	<u>25.3590</u>	<u>26.0537</u>	<u>26.7485</u>	<u>27.9562</u>		
<u>LIEUTENANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>83,077.48</u>	<u>84,782.33</u>	<u>86,520.98</u>	<u>88,297.55</u>		
	<u>BI-WEEKLY</u>	<u>3,195.29</u>	<u>3,260.86</u>	<u>3,327.73</u>	<u>3,396.06</u>		
	<u>HOURLY</u>	<u>28.5294</u>	<u>29.1148</u>	<u>29.7119</u>	<u>30.3220</u>		
<u>CAPTAIN</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>89,193.94</u>	<u>91,026.36</u>	<u>92,897.04</u>	<u>94,807.38</u>		
	<u>BI-WEEKLY</u>	<u>3,430.54</u>	<u>3,501.01</u>	<u>3,572.96</u>	<u>3,646.44</u>		
	<u>HOURLY</u>	<u>30.6298</u>	<u>31.2591</u>	<u>31.9015</u>	<u>32.5575</u>		
<u>MAJOR</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>96,757.72</u>	<u>98,748.73</u>	<u>100,782.14</u>	<u>102,857.62</u>		
	<u>BI-WEEKLY</u>	<u>3,721.45</u>	<u>3,798.03</u>	<u>3,876.24</u>	<u>3,956.06</u>		
	<u>HOURLY</u>	<u>33.2272</u>	<u>33.9110</u>	<u>34.6093</u>	<u>35.3220</u>		
<u>SHIFT COMMANDER</u> <u>(ASST. CHIEF)</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>104,976.90</u>	<u>107,140.63</u>	<u>109,350.23</u>	<u>111,559.83</u>		
	<u>BI-WEEKLY</u>	<u>4,037.57</u>	<u>4,120.79</u>	<u>4,205.78</u>	<u>4,290.76</u>		
	<u>HOURLY</u>	<u>36.0498</u>	<u>36.7928</u>	<u>37.5516</u>	<u>38.3104</u>		
<u>TRAINING CHIEF</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>104,976.90</u>	<u>107,140.63</u>	<u>109,350.23</u>	<u>111,559.83</u>		

CBA Between Midwest City and IAFF Local 2066
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<u>BI-</u> <u>WEEKLY</u>	<u>4,037.57</u>	<u>4,120.79</u>	<u>4,205.78</u>	<u>4,290.76</u>
<u>HOURLY</u>	<u>50.4697</u>	<u>51.5099</u>	<u>52.5722</u>	<u>53.6345</u>

<u>FIRE MARSHAL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>103,333.04</u>	<u>105,496.78</u>	<u>107,706.38</u>	<u>109,915.98</u>
<u>BI-</u> <u>WEEKLY</u>	<u>3,974.35</u>	<u>4,057.57</u>	<u>4,142.55</u>	<u>4,227.54</u>
<u>HOURLY</u>	<u>49.6793</u>	<u>50.7196</u>	<u>51.7819</u>	<u>52.8442</u>

<u>FIRE PREVENTION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>ANNUAL</u>	<u>79,650.85</u>	<u>81,705.40</u>	<u>83,573.27</u>	<u>85,440.91</u>	<u>89,191.20</u>
<u>BI-</u> <u>WEEKLY</u>	<u>3,063.49</u>	<u>3,142.52</u>	<u>3,214.36</u>	<u>3,286.19</u>	<u>3,430.43</u>
<u>HOURLY</u>	<u>38.2937</u>	<u>39.2814</u>	<u>40.1795</u>	<u>41.0774</u>	<u>42.8804</u>

CBA Between Midwest City and IAFF Local 2066 _____
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Collective Bargaining Agreement
Local 2066 / City of Midwest City
Grievance Form



<u>Name of Grievant:</u> -		<u>Date of Incident:</u> -	
<u>Rank:</u> -		<u>Date Grievant Aware of Incident:</u> -	
<u>Is Grievant represented by counsel?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<u>Counsel Name:</u> -		<u>Email:</u> -	
<u>Counsel Address:</u> -		<u>Phone:</u> -	
<u>Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):</u>			
<u>Please specify the article(s) and section(s) of the contract believed to be violated:</u>			

CBA Between Midwest City and IAFF Local 2066 _____
 Contract Year ~~2018~~2020/20202021

<u>Please note the resolution requested:</u>	
<u>Grievant Signature:</u> _____	<u>Date:</u> _____

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.

<u>Immediate Supervisor</u>	<u>Date discussed w/ Emp.</u>	<u>Date of written response</u>
	-	-

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.

<u>Fire Chief:</u>	<u>Date Submitted to Fire Chief:</u>	<u>Date of the Fire Chief's Response:</u>	-
<u>Filed by:</u>	<input type="checkbox"/> <u>Local 2066</u>	<input type="checkbox"/> <u>Grievant</u>	-

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.

<u>Labor Relations Officer:</u>	<u>Date Submitted to LRO:</u>	<u>Date of the LRO's Response:</u>	-
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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.

<u>City Manager:</u>	<u>Date Submitted to City Manager:</u>	<u>Date of the City Manager's Response:</u>	-
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Please note in this section any information pertinent to the resolution of the grievance (i.e. agreements to change hearing dates or time limitations):

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CBA Between Midwest City and IAFF Local 2066
Contract Year ~~2018~~2020/20202021

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[Attach additional pages if needed](#)



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: July 28, 2020

RE: Discussion and consideration of the approval of 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, 2020, through June 30, 2021.

The City of Midwest City and the FOP Lodge 127 met and negotiated a proposed CBA to be effective from July 1, 2020, through June 30, 2021. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the FOP Lodge 127 President, Archie Huston, on July 7, 2020. Changes in the proposed agreement from the previous agreement include the following.

- The duration of the agreement will be from July 1, 2020, through June 30, 2021.
- The City and the Lodge agree to re-open the Sick Leave article in January 2021 to discuss the financial ability of the City to pay the Sick Leave Incentive. The City and the Lodge agree to proceed with step/merit increases, with the understanding that the Sick Leave Incentive payouts will be suspended if the City's financial situation is such that it is not feasible to pay the incentive.
- There is no COLA for the contract year. The City and the Lodge agree to re-open this article in January 2021 to discuss the financial ability of the City to implement a COLA.
- Health Benefits premiums reflect the adjusted amounts for the current fiscal year.

Staff recommends approval.

Troy Bradley, Human Resources Director



Collective Bargaining
Agreement for Fiscal
Year

~~20182020~~/~~20202021~~

The Fraternal Order
of Police Lodge #127

City of Midwest City

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CBA Between MWC and FOP Lodge 127 for FY ~~2018~~2020/2020~~2021~~

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, ~~2018~~2020 to June 30, ~~2020~~2021. In the event an agreement has not been reached by June 30, ~~2020~~2021, this Agreement may remain in full force and effect

CBA Between MWC and FOP Lodge 127 for FY ~~20182020~~/20202021

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:

CBA Between MWC and FOP Lodge 127 for FY ~~2018~~2020/20202021

- 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 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 ~~20182020~~/20202021

- 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

CBA Between MWC and FOP Lodge 127 for FY ~~20182020~~/20202021

business for short periods of time during his/her normal duty shift 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

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normal off duty hours they shall receive straight time in the form of 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

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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.

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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

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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

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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 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

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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

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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 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

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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

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- 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

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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

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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

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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.

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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.
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

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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.

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- (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.
 - (l) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

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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

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which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 76.

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 hours (70) 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.

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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 pay. The employee shall not be required to use his/her sick

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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.

The City of Midwest City and the FOP Lodge #127 agree to Re-Open Sick Leave Incentive Pay by January 15th, at which time both parties agree to discuss suspending the Sick Leave Savings Incentive Pay, based on sales tax revenues and the police department's fund balance.

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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.

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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 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

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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.

Field Operations Bureau shall maintain the ten (10) hour shift system comprised of three (3) shifts, with eight (8) consecutive days on duty,

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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 (3) 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 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.

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

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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

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(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

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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 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

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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 ~~2.5%~~0.0% across the board increase to the pay scale ~~for~~ fiscal year ~~2018/2019~~2020/2021 which will be effective July 01, ~~2018~~2020 as reflected in Addendum A.

~~For the second year of this agreement the total Fund 020 revenues minus other income (such as insurance recoveries, internal budget transfers, grant funds etc.) must exceed original 2018-2019 Fund 020 budget by at least 3% on July 15, 2019; employees covered under the bargaining agreement shall receive a 2.25% across the board increase to the pay scale for FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(1); or if~~

~~The original 2018-2019 Fund 020 budget is exceeded by 3.5% on July 15 2019; employees covered under this agreement shall receive a 2.5% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(2); or if~~

~~The original 2018-2019 Fund 020 budget is exceeded by 4.25% on July 15 2019; employees covered under this agreement shall receive a 3.0% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(3).~~

~~Should this **not** occur, both parties will move to begin negotiations in order to come to an agreement and the 120 day statutory notification requirement is waived. It is understood compensation is the only subject that will be open to negotiations should the above described event occur.~~

The City of Midwest City and the FOP Lodge #127 mutually agree to reopen this article by January 15, 2021, for the purpose of evaluating the City's economic ability to provide an across the board increase to the pay scale 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,

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School Resource Officer, and Explorer Post Advisor, SWAT, Motor 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 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.

~~E-~~ 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

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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 they 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.

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 the Longevity benefit will begin on the fourth (4) year of service::

	Years of Service	Annual Longevity	Payday Longevity Pay	Hourly Longevity Pay
\$125.00	4	\$500.00	\$19.23	\$0.24
\$125.00	5	\$625.00	\$24.04	\$0.30
\$125.00	6	\$750.00	\$28.85	\$0.36
\$125.00	7	\$875.00	\$33.65	\$0.42
\$125.00	8	\$1,000.00	\$38.46	\$0.48
\$125.00	9	\$1,125.00	\$43.27	\$0.54
\$125.00	10	\$1,250.00	\$48.08	\$0.60
\$125.00	11	\$1,375.00	\$52.88	\$0.66
\$125.00	12	\$1,500.00	\$57.69	\$0.72
\$125.00	13	\$1,625.00	\$62.50	\$0.78
\$125.00	14	\$1,750.00	\$67.31	\$0.84
\$125.00	15	\$1,875.00	\$72.12	\$0.90
\$125.00	16	\$2,000.00	\$76.92	\$0.96
\$125.00	17	\$2,125.00	\$81.73	\$1.02
\$125.00	18	\$2,250.00	\$86.54	\$1.08
\$125.00	19	\$2,375.00	\$91.35	\$1.14
\$125.00	20	\$2,500.00	\$96.15	\$1.20
\$125.00	21	\$2,625.00	\$100.96	\$1.26
\$125.00	22	\$2,750.00	\$105.77	\$1.32
\$125.00	23	\$2,875.00	\$110.58	\$1.38

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\$125.00	24	\$3,000.00	\$115.38	\$1.44
\$125.00	25	\$3,125.00	\$120.19	\$1.50
\$125.00	26	\$3,250.00	\$125.00	\$1.56
\$125.00	27	\$3,375.00	\$129.81	\$1.62
\$125.00	28	\$3,500.00	\$134.62	\$1.68
\$125.00	29	\$3,625.00	\$139.42	\$1.74
\$125.00	30	\$3,750.00	\$144.23	\$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 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 ~~\$42.18~~\$66.43 premium per pay period for the employee's health benefit and ~~\$172.75~~\$234.33 for their

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dependent spouse, or ~~\$147.99~~\$194.52 for their dependent child(ren), or ~~\$196.66~~\$273.24 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.

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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.

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- 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.

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- 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

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(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 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

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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.

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.

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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.

Such appeal must be made within three (3) working days following completion of the assessment process.

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- 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:

- A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.

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- 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

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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 related or of benefit to both the employee and the City. In the event a

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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 per pay period
Advance CLEET Cert.	\$50.00 per pay period
Associate Degree	\$60.00 per pay period
Bachelors Degree	\$70.00 per pay period
Masters Degree	\$80.00 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
- F. Other notices as approved for posting by the Human Resources Director.

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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)
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 40)

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- 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.

SECTION 5. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or

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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 ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

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.

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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 ~~13th~~28th day of ~~November~~July, ~~2018~~2020.

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 ~~13th~~28th day of ~~November~~July, ~~2018~~2020.

CITY ATTORNEY

CBA Between MWC and FOP Lodge 127 for FY ~~2018/2020~~/2020/2021

(Will Insert the Pay Scale Pages)



City Manager

100 N. Midwest Boulevard
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

TO: Mayor and Council Members

FROM: Tim Lyon, City Manager

Date: July 28, 2020

Subject: Discussion and Consideration of Emergency Ordinance, amending Chapter 11, City Emergency Management, by adding Section 11-4, Face Covering and Social Distancing During “COVID-19 Pandemic Emergency;” setting out definitions; setting out exceptions; providing an expiration date and grounds for extension or reduction of expiration date; penalties; and providing for repealer and severability and declaring an emergency.

The safety and wellbeing of Midwest City’s residents and businesses are at risk as the numbers of COVID-19 deaths and infections increase. The availability of hospital beds is also a factor that was considered by the Council and Administration when reviewing what steps to take to curb the effects of the pandemic. While Midwest City has taken measures intended to insure both the safety of its residents and the ability of businesses to still remain operational, the status reports of the City’s Emergency Director containing information from CDC and OCCHD make clear that additional steps are necessary. The attached Emergency Ordinance addresses implementing a City wide mask ordinance, that allows for some exceptions and the ability to extend or reduce the effective date as needed, in order to insure that our community can continue to engage in commerce and necessary activities of life without risking increasing the number of infected, hospitalizations and deaths within our community.

Respectfully,

Tim Lyon

41 7. The Center for Disease Control (“CDC”) has emphasized the COVID-19 risk to
42 individuals is dependent on exposure, and transmission is through respiratory droplets produced
43 when an infected person coughs or sneezes; and
44

45 8. Oklahoma City-County Health Department (“OCCHD”) states this is the worst public
46 health crisis to face our city in the last half-century; and
47

48 9. On March 16, 2020, the City Council of The City of Midwest City (City) passed a
49 resolution declaring the City of Midwest City, Oklahoma a health and safety hazard disaster area
50 caused by significant events related to the spread of and containment measures for COVID-19
51 for purposes of accessing county, state and federal funds and implementing the City’s
52 Emergency Operations Plan of an emergency within the City due to COVID; and
53

54 10. With the transmission of COVID-19 and COVID-related hospitalizations continuing at an
55 elevated level, provisions for the safety of the life, health, and property of Midwest City residents
56 are still necessary; and
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58 11. The OCCHD data have successfully identified safety measures that will substantially
59 improve the City’s response to this pandemic, preserving the health of the community; and
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61 12. One strong recommendation by the CDC and OCCHD is the adoption of the safety
62 measure for the mandatory wearing of face coverings (masks) over the nose and mouth to help
63 prevent air-borne virus particles from causing new infections and, depending on the design of the
64 mask, can also help prevent the persons wearing the face covering from becoming infected with
65 COVID-19, particularly when other social distancing measures are difficult to maintain, and
66 when around people who do not live in the same household ; and
67

68 13. As the City of Midwest City reopened in the midst of COVID-19, increased spread is to
69 be expected, and the key to controlling the spread and keeping the residents of the City of
70 Midwest City safe is for all people to consistently follow good hygiene and social-distancing
71 practices; and
72

73 14. The City Council further declares that requiring the use of face coverings is a targeted
74 response that can combat the threat to public health using the least restrictive means, and if
75 people comply with this requirement that more extreme measures can be avoided; and
76

77 15. The City Council of the City states that this COVID-19 Safety Code measure is being
78 enacted to help limit the health impacts and slow the spread of COVID-19 by mandating the
79 wearing of face coverings over the nose and mouth whenever persons are entering and while
80 inside any indoor place open to the public.

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Sec. 2 Definitions.

“Face Covering” means a covering that fully covers a person’s nose and mouth. The term “Face Covering” includes, but is not limited to, cloth face masks, towels, scarves, and bandanas as recommended by the CDC or OSDH, an N95, KN95, or other mask that would be appropriate for a health care setting, or a surgical mask. The Face Covering should fit snugly on a person's face but allow the person to breathe easily and worn consistent with the guidance provided by the CDC or OSDH.

“Social” or "Physical Distancing" means maintaining six (6) feet of distance between persons who are not part of the same household while in a public accommodation, educational building, or public setting.

"Place of Public Accommodation" means all places offering items, goods or services for purchase or rent, including without limitation, retail businesses, personal services and spas, entertainment venues, food service facilities, restaurants and bars, hotels, motels and travel related services, professional offices and services, banks and financial services, repair facilities, motor vehicle dealerships.

“Public Service Area” means areas of a Place of Public Accommodation or an Educational Institution wherein employees interact with the public in the normal course of business.

“Public Setting” means any public place where persons congregate which is not a place of public accommodation including without limitation offices, workplaces, houses of worship and ancillary facilities, child care facilities, hospitals and health facilities, gymnasiums and physical fitness facilities, and food trucks and other outdoor retail entities.

“Educational Institution” means any building or facility used for academic or athletic purposes on public school campuses, and any private school or preschool. This term excludes the playing surface of any athletic facility during organized activities and practices.

Sec. 3. Face Coverings Mandate Under Certain Circumstances

1. Every person in the City of Midwest City shall wear a face covering over the nose and mouth worn consistent with CDC guidelines when inside a commercial entity or other building, structure or space open to the public, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; provided, however, that this face-covering requirement does not apply to the following:

- 120 a. any person younger than ten (10) years of age, unless required by a school or day care to
121 wear face coverings, and wearing a face covering is strongly encouraged;
- 122 b. any person who falls into the U.S. Centers for Disease Control and Prevention's guidance
123 for those who should not wear Face Coverings due to a medical or mental health
124 condition or developmental disability;
- 125
- 126 c. any person while the person is consuming food or drink, or is seated at a restaurant to eat
127 or drink;
- 128
- 129 d. any person while the person is exercising outdoors or engaging in physical activity
130 outdoors, and maintaining a safe distance from other people not in the same household;
- 131
- 132 e. any person while that person is performing cardio exercise, but they should make every
133 effort to practice social distancing from persons not from their own household;
- 134
- 135 f. Occupants in a personal vehicle, personal office, or similarly private space while other
136 persons outside of the person's household are not present;
- 137
- 138 g. Private homes;
- 139
- 140 h. Offices and workplaces that are not Public Service Areas where Physical Distancing
141 between employees and other occupants can be consistently maintained during hours of
142 operation; and
- 143
- 144 i. any person obtaining a service that requires temporary removal of the face covering for
145 security surveillance, screening, or a need for specific access to the face, such as while
146 visiting a bank or while obtaining a personal care or dental service involving the face, but
147 only to the extent necessary for the temporary removal;
- 148
- 149 j. any person while the person is at a swimming pool, lake, or similar body of water, or a
150 spray park;
- 151
- 152 k. any person while the person is giving a speech for a broadcast or to an audience;
- 153
- 154 l. any person performing work in which face coverings present or exacerbates a hazard.
- 155

156 **Sec. 4. Penalty for violation of Subsection 3.** There is no specific penalty for violation of this
157 ordinance. However, persons refusing to wear a face covering into a Place of Public
158 Accommodation, Educational Institution, or Public Setting as defined herein shall be subject to

159 prosecution under criminal trespass, disturbing the peace, disorderly conduct or similar offenses
160 as circumstances warrant.

161
162 **Sec. 5. Expiration of Ordinance**

163 This ordinance shall expire the earlier of: November 30, 2020; the expiration of all Civil
164 Emergency Orders related to COVID-19 issued by the State and/or City; or repeal, modification
165 or extension by the City Council through a subsequent ordinance.

166
167 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
168 repealed.

169
170 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
171 for any reason held to be invalid, such decision shall not affect the validity of the remaining
172 portions of the ordinance.

173
174 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
175 on the ____ day of _____, 2020.

176
177 THE CITY OF MIDWEST CITY, OKLAHOMA

178
179 _____
180 MATTHEW D. DUKES, II, Mayor

181
182 ATTEST:

183
184 _____
185 SARA HANCOCK, City Clerk

186
187 APPROVED as to form and legality this ____ day of _____, 2020.

188
189 _____
190 HEATHER POOLE, City Attorney

191
192 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it
193 being immediately necessary for the preservation of the peace, health and safety of the City of
194 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full
195 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall
196 take effect and be in full force from and after its passage as provided by law.

197

198 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the
199 City of Midwest City,

200
201 Oklahoma, this _____ day of _____, 2020
202

203
204 CITY OF MIDWEST CITY, OKLAHOMA
205

206
207 _____
208 MATTHEW D. DUKES II, Mayor
209

210 ATTEST:

211
212
213 _____
214 SARA HANCOCK, City Clerk
215

216
217 APPROVED as to form and legality this _____ day of _____, 2020
218
219

220 _____
221 HEATHER POOLE, City Attorney



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 28 July 2020

Subject: Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; Section 43-227, Annual Review of User Charge Rates; Section 43-230, Capital Improvement Charges; Establishing an Effective Date; and Providing for Repealer and Severability.

As required under Section 43-227 of the Midwest City Code of Ordinances, sewer user rates are reviewed at least annually and must be adjusted as necessary to reflect increases or decreases in wastewater treatment costs based on the preceding years' experience. During the budget process, it was determined that rates have not been adjusted in over five years and need to be increased to address a significant recurring budget deficit.

It is also the recommendation of staff to include language in chapter 43 to adjust annually on May 1st the sewer, stormwater, and water rates by the same percentage as the Consumer Price Index (CPI), U.S. City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100, published by the United States Bureau of Labor Statistics.

Item was on the June 23, 2020 Council Meeting agenda, as further information.

Action is at the discretion of the Mayor and Council.

Respectfully,

R. Paul Streets
Public Works Director

Attached: Midwest City Ordinance Chapter 43



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmeneffee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

TO: Honorable Mayor and Council

FROM: R. Paul Streets, Public Works Director

DATE: 28 July 2020

SUBJECT: Review of the recommendations for new sewer rates (was on further information for the Council meeting on 23 June 2020).

I was asked to put together a recommendation for a Sewer rate adjustment. In preparation for this task, I engaged the WRRF (Water Resources Recovery Facility) Supervisor, Line Maintenance Supervisor, City Clerk, Customer Service Supervisor, and Finance Director in multiple discussions. Several things were noted during these meetings that have influenced the recommendations for an appropriate rate adjustment. In order to provide context for this decision and to lay out a clear strategy for developing an equitable as well as sustainable sewer rate adjustment, pertinent findings or observations are listed below:

- Wastewater Line Maintenance and the WRRF (fund 192) have been underfunded by at least \$1,000,000 annually the last several years.
 - EXAMPLE...Original budget request FY 20-21 = \$6,853,782 (reflects capital cuts)
Projected Revenue FY 20-21 = \$5,551,025
SHORTFALL TOTAL = \$1,302,757
- Over \$10,000,000 has been cut from the Wastewater budget (fund 192) over the last 7 years in order to get closer to balancing expenditures with forecasted revenue.
- A Sewer Master Plan must be done to determine what areas of the system need to be upgraded or improved for future development and to provide uninterrupted sustainable services.
- The current sewer rates are not equitable when compared to some surrounding communities
- The “Strothman” or capital outlay account (fund 188) needs additional, dedicated funding starting in 2025 when the \$0.90 per thousand loan payback finishes up.
- Revenue for fund 192 should be balanced between usage and base rates, which is a more sustainable rate structure.

Based on the information above, we recommend the following:

- Recommend adjusting only the base rate in order to balance the revenue between the base rate and usage (per 1000 gallons cost).
- Recommend adjusting the sewer rates over the next five years to target a revenue threshold of at least \$8,000,000 after FY 2024-25.
- Recommend adjusting the CIP fee per thousand gallons to \$0.50
- Recommend adjusting the Sewer Rates annually after 2025 based on the Utility Price Index

BASE RATE SEWER (ALL USERS)

Budget Year	Total Cust.	Increase from previous year	Base Rate that includes first 2000 gallon	Projected Revenue	Minimum Monthly Sewer Charge
19-20	20,345	0.00%	\$7.76	\$1,894,526.40	\$10.06
20-21	20,345	70.10%	\$13.20	\$3,222,648.00	\$16.00
21-22	20,345	7.58%	\$14.20	\$3,466,788.00	\$17.00
22-23	20,345	7.04%	\$15.20	\$3,710,928.00	\$18.00
23-24	20,345	6.58%	\$16.20	\$3,955,068.00	\$19.00
24-25	20,345	6.17%	\$17.20	\$4,199,208.00	\$20.00

PER 100 GALLONS RATE SEWER (ALL USERS)

Budget Year	Total Cust.	Increase from previous year	Per 1000 gallon	Projected Revenue	Total Rate Per 1000 gallons (includes CIP & WRRF)
19-20	20,345	0.00%	\$3.13	\$4,032,124.75	\$4.28
20-21	20,345	0.00%	\$3.13	\$4,032,124.75	*\$4.53

*Includes \$0.25 increase on CIP

Action is at the discretion of the Chairman and Trustees.



R. Paul Streets
Public Works Director

SEWER RATE COMPARISON

RESIDENTIAL	Midwest City		Edmond	Moore	Shawnee	Norman	Del City
	CURRENT	PROPOSED	FY 2019-20	FY 2019-20	FY 2019-20	FY 2019-20	FY 2019-20
Minimum sewer bill with 2,000 gallons of usage	\$10.06	\$16.00	\$28.16	\$21.15	\$17.72	\$15.40	\$17.38

** All fees are calculated for a 5/8 water meter*

COMMERCIAL	Midwest City		Edmond	Moore	Shawnee	Norman
	CURRENT	PROPOSED	FY 2019-20	FY 2019-20	FY 2019-20	FY 2019-20
Minimum sewer bill with 2,000 gallons of usage	\$11.56	\$18.00	\$28.17	\$24.40	\$21.27	\$15.40

** All fees are calculated for a 5/8 water meter*

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE; BY AMENDING ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 8, USAGE RATES AND CHARGES; SECTION 43-224, SEWER USER CHARGE; SECTION 43-227, ANNUAL REVIEW OF USER CHARGE RATES; SECTION 43-230, CAPITAL IMPROVEMENT CHARGES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge, is hereby amended to read as follows:

Sec. 43-224. – Sewer user charge.

(a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Sewer user charge (minimum) shall be seven dollars and seventy-six cents (\$7.76) per month; rates shall increase annually as follows:

Beginning September 1, 2020\$13.20

Beginning May 1, 2021\$14.20

Beginning May 1, 2022\$15.20

Beginning May 1, 2023\$16.20

Beginning May 1, 2024\$17.20

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

- (1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.
- (2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons.

- (3) The user's monthly wastewater contribution shall be estimated from the average of the user's monthly water billed during the months of December, January, February and March, as the water is measured by a water meter or meters of a type approved by the city, or as the wastewater contribution is otherwise currently established.
- (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month period, until a new estimated monthly wastewater contribution is obtained.
- (5) For industrial and commercial users, the minimum monthly wastewater contribution shall be nine dollars and twenty-six cents (\$9.26*). For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the actual water used.

Beginning September 1, 2020	\$15.20*
Beginning May 1, 2021	\$16.20*
Beginning May 1, 2022	\$17.20*
Beginning May 1, 2023	\$18.20*
Beginning May 1, 2024	\$19.20*

*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

- (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters the sewerage system, is supplied, either in whole or in part, with water from wells or any source other than the city's utilities department, then such wells or other source of supply shall be registered with the city's utilities department on or before June 10, 1986, and if the water from said wells or other supply is not measured by a water meter, the owner or occupant shall, or the city may at the city's option and at the city's cost, install and maintain a meter on said supplies in such a location and in such a manner as is satisfactory to the city's utilities department. These meters shall serve as a basis for the establishment of the sewer user charge and shall be read monthly or bi-monthly by the city. If; in the opinion of the city, the installation of a meter would be impractical, residential water consumption will be determined by the number in the family for the sewer charge for that household, per the table in subsection 43-224(a)(10). The number of residents of the household will be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal year. Multifamily dwellings and mobile home parks will be determined by the total number of occupants divided by the number of units or occupied pad to find the average occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will be based on the table in subsection 43-224(a)(10). The number of residents of the household will be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal year. A commercial business which has no means of measuring water consumption will be placed in a class of like businesses whose water consumption was averaged to determine a rate class. Each rate class was determined by a random selection with their water consumption averaged and rounded off to the nearest whole number and multiplied by the present sewer rate per one thousand (1,000) gallons usage. Class rates are as follows:

1	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
2	a.	\$594.57	over 125	189
3	b.	\$200.19	51-125	63
4	c.	\$49.95	11-50	15
5	d.	\$34.30	Minimum	10

Beginning September 1, 2020

6	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
7	a.	\$606.77	over 125	189
8	b.	\$212.39	51-125	63
9	c.	\$62.15	11-50	15
10	d.	\$46.50	Minimum	10

Beginning May 1, 2021

11	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
12	a.	\$607.77	over 125	189
13	b.	\$213.39	51-125	63
14	c.	\$63.15	11-50	15
15	d.	\$47.50	Minimum	10

Beginning May 1, 2022

16	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
17	a.	\$608.77	over 125	189
18	b.	\$214.39	51-125	63
19	c.	\$64.15	11-50	15
20	d.	\$48.50	Minimum	10

Beginning May 1, 2023

21	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
22	a.	\$609.77	over 125	189
23	b.	\$215.39	51-125	63
24	c.	\$65.15	11-50	15
25	d.	\$49.50	Minimum	10

Beginning May 1, 2024

26	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
27	a.	\$610.77	over 125	189
28	b.	\$216.39	51-125	63
29	c.	\$66.15	11-50	15
30	d.	\$50.50	Minimum	10

1
2 **Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Con-**
3 **sumer Price Index as set out in Section 43-227.**

4 Any other type of sewer user who does not fall within the definitions above will be billed in the
5 same manner as a commercial business.

- 6 (7) Multifamily complexes that contain three (3) or more units, including apartments, shall be charged
7 seven dollars and seventy-six cents (**\$7.76**)* per unit per month, plus three dollars and thirteen
8 cents (\$3.13) per one thousand (1,000) gallons based on actual usage each month unless the
9 use of outside water or product water can be determined by the superintendent, whether such
10 unit is occupied or vacant.

11 **Beginning September 1, 2020\$13.20* per unit per month**

12 **Beginning May 1, 2021\$14.20* per unit per month**

13 **Beginning May 1, 2022\$15.20* per unit per month**

14 **Beginning May 1, 2023\$16.20* per unit per month**

15 **Beginning May 1, 2024\$17.20* per unit per month**

16 ***Beginning May 1, 2025, the rates will be adjusted annually by the average
17 monthly increase in the Consumer Price Index as set out in Section 43-227.**

- 18 (8) Mobile home parks shall be charged seven dollars and seventy-six cents (**\$7.76**)* per pad, plus
19 three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons based on actual usage
20 each month unless the use of outside water or product water can be determined by the superin-
21 tendent, based upon the highest number of pads occupied for the month.

22 **Beginning September 1, 2020\$13.20* per pad per month**

23 **Beginning May 1, 2021\$14.20* per pad per month**

24 **Beginning May 1, 2022\$15.20* per pad per month**

25 **Beginning May 1, 2023\$16.20* per pad per month**

26 **Beginning May 1, 2024\$17.20* per pad per month**

27 ***Beginning May 1, 2025, the rates will be adjusted annually by the average
28 monthly increase in the Consumer Price Index as set out in Section 43-227.**

- 29 (9) Users who reside in two-family residential units with one (1) meter shall be charged fifteen dollars
and fifty-two cents (**\$15.52**)* per month, plus three dollars and thirteen cents (\$3.13) per one
thousand (1,000) gallons based on water consumption on average billed during December, Jan-
uary, February and March or, in the case of separate water meters for each user, seven dollars
and seventy-six cents (**\$7.76**)** per month, plus three dollars and thirteen cents (\$3.13) per one
thousand (1,000) gallons based on water consumption on average billed during December, Jan-
uary, February and March.

1
2 Users who reside in two-family residential units with one (1) meter shall be charged:

3 Beginning September 1, 2020\$26.40*

4 Beginning May 1, 2021\$28.40*

5 Beginning May 1, 2022\$30.40*

6 Beginning May 1, 2023\$32.40*

6 Beginning May 1, 2024\$34.40

7 *Beginning May 1, 2025, the rates will be adjusted annually by the average
8 monthly increase in the Consumer Price Index as set out in Section 43-227.

9 Units with one (1) meter shall be charged:

9 Beginning September 1, 2020\$13.20**

10 Beginning May 1, 2021\$14.20**

11 Beginning May 1, 2022\$15.20**

12 Beginning May 1, 2023\$16.20**

13 Beginning May 1, 2024\$17.20**

14 **Beginning May 1, 2025, the rates will be adjusted annually by the average
15 monthly increase in the Consumer Price Index as set out in Section 43-227.

16 (10) For new residential users, there shall be a minimum sewer rate established based on the number
17 of people in the family as per the following table:

Number of People	Minimum Gallons	Amount
1	2,000	\$7.76
2	4,000	\$14.02
3	6,000	\$20.28
4	8,000	\$26.54
5 or more	10,000	\$32.80

22
23 Beginning September 1, 2020, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$13.20
2	4,000	\$19.46
3	6,000	\$25.72

1	4	8,000	\$31.98
2	5 or more	10,000	\$38.24

Beginning May 1, 2021, the rates will change as follows:

3	Number of People	Minimum Gallons	Amount
4	1	2,000	\$14.20
5	2	4,000	\$20.46
6	3	6,000	\$26.72
7	4	8,000	\$32.98
8	5 or more	10,000	\$39.24

Beginning May 1, 2022, the rates will change as follows:

9	Number of People	Minimum Gallons	Amount
10	1	2,000	\$15.20
11	2	4,000	\$21.46
12	3	8,000	\$27.72
13	4	10,000	\$33.98
14	5 or more	10,000	\$40.24

Beginning May 1, 2023, the rates will change as follows:

15	Number of People	Minimum Gallons	Amount
16	1	2,000	\$16.20
17	2	4,000	\$22.46
18	3	6,000	\$28.72
19	4	8,000	\$34.98
20	5 or more	10,000	\$41.24

Beginning May 1, 2024, the rates will change as follows:

22	Number of People	Minimum Gallons	Amount
23	1	2,000	\$17.20
24	2	4,000	\$23.46
25	3	6,000	\$29.72
26	4	8,000	\$35.98
27	5 or more	10,000	\$42.24

1
2 **Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.**

3 (b) For nonresidential users of the city's sewerage system, the following conditions apply:

- 4 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving
5 property beyond the city boundaries shall be charged according to the same rates on water used
6 per month, as set forth in the city ordinances.
- 7 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.

8 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article
9 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-227, Annual
10 Review of User Charge Rates, is hereby amended to read as follows:

11 **Sec. 43-227. Annual review of user charge rates.**

12 The basis for determining the sewer user charge rates shall be reviewed ~~at least annually~~ **every five**
13 **years or as needed** and shall be adjusted **accordingly**. ~~as necessary to reflect any increase or decrease~~
14 ~~in wastewater treatment costs based on the immediate preceding year's experience. Any funds collected,~~
15 ~~in excess of those required to pay for operation and maintenance costs attributable to the user's charge,~~
16 ~~shall be applied to the user charge system for the following year, and the total operation and maintenance~~
17 ~~costs per month shall be adjusted accordingly. Any revenue from the sewer plant such as by sale of~~
18 ~~sludge or effluent shall be used to offset the total operation and maintenance cost and shall be used to~~
19 ~~proportionally reduce the user's charge. Beginning in 2025 the sewer user charge rates will be adjusted~~
20 ~~annually by the average monthly increase in the Consumer Price Index, US City Average for all Urban~~
21 ~~Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, (Published by the United States Bu-~~
22 ~~reau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve most recently published~~
23 ~~months. In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish this~~
24 ~~particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be~~
25 ~~substituted as approved by the City Manager. The annual CPI adjustment review shall will be conducted~~
26 ~~implemented by July~~ **May** 1 of each year.

19 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article
20 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital
21 Improvement Charges, is hereby amended to read as follows:

22 **Sec. 43-230. - Capital improvement charges.**

- 23 (a) There shall be established a capital improvement fund for the express purpose of funding improve-
24 ments to the sanitary sewer system of the City of Midwest City.
- 25 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account. Funds
26 from other sources may be deposited in this account but, once deposited in this account, can only
27 be expended in the same manner and under the same regulations that govern this account.
- 28 (2) Expenditures may be made from this account for physical capital improvements including, but
29 not limited to, items such as improvements to sanitary sewer treatment facilities, new sanitary

1 sewer lines and replacement of old sanitary sewer lines, and including engineering studies and
2 services necessary or appropriate to effect the improvements to the sewer system.

3 (3) Expenditures from this account can also be made for general operation, maintenance, supplies,
4 operational salaries, or any item or structure that has an expected useful life of less than twenty
5 (20) years. These funds may not be used to fund bonds or any indebtedness of any sort.

6 (4) There is hereby added a twenty-five cent (~~\$0.25~~ \$0.50) fee per one thousand (1,000) gallons of
7 sewage charged to each customer to fund this account.

8 (5) Expenditures from this account in any amount must be approved by a majority vote of the city
9 council.

10 (b) There shall be established a fee for the express purpose of directly funding or funding debt service in
11 connection with the construction of Midwest City's Northside Pollution Control Facility.

12 (1) Revenues from this fee shall be deposited in a nontransferable interest bearing account.

13 (2) There is hereby added a ninety cent (\$0.90) fee per one thousand (1,000) gallons of sewage
14 billed to each customer to fund this construction. This fee shall be of no further force or effect,
15 and shall be discontinued at the retirement of the related debt service, projected to be March 1,
16 2025.

17 (3) Expenditures from this account shall only be made to fund, either directly or by funding bonded
18 indebtedness, the construction of Midwest City's Northside Pollution Control Facility renovations.
19 Expenditures may be made from this account for all costs of the construction including, but not
20 limited to, engineering, site preparation, buildings, structures, furniture, equipment, software and
21 other services or charges necessary or appropriate to complete the project or service related
22 debt.

23 **SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective on and after the ____ day of
24 _____, 2020.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the ____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

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ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney

1 (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month pe-
2 riod, until a new estimated monthly wastewater contribution is obtained.

3 (5) For industrial and commercial users, the minimum monthly wastewater contribution shall be nine
4 dollars and twenty-six cents (\$9.26*). For users discharging more than two thousand (2,000) gal-
5 lons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000)
6 gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the
7 actual water used.

8 Beginning September 1, 2020\$15.20*

9 Beginning May 1, 2021\$16.20*

10 Beginning May 1, 2022\$17.20*

11 Beginning May 1, 2023\$18.20*

12 Beginning May 1, 2024\$19.20*

13 *Beginning May 1, 2025, the rates will be adjusted annually by the average
14 monthly increase in the Consumer Price Index as set out in Section 43-227.

15 (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water
16 or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters
17 the sewerage system, is supplied, either in whole or in part, with water from wells or any source
18 other than the city's utilities department, then such wells or other source of supply shall be regis-
19 tered with the city's utilities department on or before June 10, 1986, and if the water from said
20 wells or other supply is not measured by a water meter, the owner or occupant shall, or the city
21 may at the city's option and at the city's cost, install and maintain a meter on said supplies in such
22 a location and in such a manner as is satisfactory to the city's utilities department. These meters
23 shall serve as a basis for the establishment of the sewer user charge and shall be read monthly
24 or bi-monthly by the city. If; in the opinion of the city, the installation of a meter would be imprac-
25 tical, residential water consumption will be determined by the number in the family for the sewer
26 charge for that household, per the table in subsection 43-224(a)(10). The number of residents of
27 the household will be certified annually. Failure to certify will result in billing at the maximum rate
28 for the next fiscal year. Multifamily dwellings and mobile home parks will be determined by the
29 total number of occupants divided by the number of units or occupied pad to find the average
30 occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will
be based on the table in subsection 43-224(a)(10). The number of residents of the household will
be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal
year. A commercial business which has no means of measuring water consumption will be placed
in a class of like businesses whose water consumption was averaged to determine a rate class.
Each rate class was determined by a random selection with their water consumption averaged
and rounded off to the nearest whole number and multiplied by the present sewer rate per one
thousand (1,000) gallons usage. Class rates are as follows:

Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
a.	\$594.57	over 125	189
b.	\$200.19	51-125	63
c.	\$49.95	11-50	15
d.	\$34.30	Minimum	10

1 Beginning September 1, 2020

2	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
3	a.	\$606.77	over 125	189
	b.	\$212.39	51-125	63
	c.	\$62.15	11-50	15
4	d.	\$46.50	Minimum	10

5
6 Beginning May 1, 2021

7	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
8	a.	\$607.77	over 125	189
	b.	\$213.39	51-125	63
	c.	\$63.15	11-50	15
9	d.	\$47.50	Minimum	10

10
11 Beginning May 1, 2022

12	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
13	a.	\$608.77	over 125	189
	b.	\$214.39	51-125	63
	c.	\$64.15	11-50	15
14	d.	\$48.50	Minimum	10

15
16 Beginning May 1, 2023

17	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
18	a.	\$609.77	over 125	189
	b.	\$215.39	51-125	63
	c.	\$65.15	11-50	15
19	d.	\$49.50	Minimum	10

20
21 Beginning May 1, 2024

22	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
23	a.	\$610.77	over 125	189
	b.	\$216.39	51-125	63
	c.	\$66.15	11-50	15
24	d.	\$50.50	Minimum	10

25 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

26 Any other type of sewer user who does not fall within the definitions above will be billed in the same manner as a commercial business.

1 (7) Multifamily complexes that contain three (3) or more units, including apartments, shall be charged
2 seven dollars and seventy-six cents (\$7.76)* per unit per month, plus three dollars and thirteen
3 cents (\$3.13) per one thousand (1,000) gallons based on actual usage each month unless the
use of outside water or product water can be determined by the superintendent, whether such
unit is occupied or vacant.

4 Beginning September 1, 2020\$13.20* per unit per month

5 Beginning May 1, 2021\$14.20* per unit per month

6 Beginning May 1, 2022\$15.20* per unit per month

7 Beginning May 1, 2023\$16.20* per unit per month

8 Beginning May 1, 2024\$17.20* per unit per month

9 *Beginning May 1, 2025, the rates will be adjusted annually by the average
monthly increase in the Consumer Price Index as set out in Section 43-227.

10
11 (8) Mobile home parks shall be charged seven dollars and seventy-six cents (\$7.76)* per pad, plus
12 three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons based on actual usage
each month unless the use of outside water or product water can be determined by the superin-
tendent, based upon the highest number of pads occupied for the month.

13 Beginning September 1, 2020\$13.20* per pad per month

14 Beginning May 1, 2021\$14.20* per pad per month

15 Beginning May 1, 2022\$15.20* per pad per month

16 Beginning May 1, 2023\$16.20* per pad per month

17 Beginning May 1, 2024\$17.20* per pad per month

18 *Beginning May 1, 2025, the rates will be adjusted annually by the average
monthly increase in the Consumer Price Index as set out in Section 43-227.

19
20 (9) Users who reside in two-family residential units with one (1) meter shall be charged fifteen dollars
21 and fifty-two cents (\$15.52)* per month, plus three dollars and thirteen cents (\$3.13) per one
22 thousand (1,000) gallons based on water consumption on average billed during December, Jan-
23 uary, February and March or, in the case of separate water meters for each user, seven dollars
and seventy-six cents (\$7.76)** per month, plus three dollars and thirteen cents (\$3.13) per one
thousand (1,000) gallons based on water consumption on average billed during December, Jan-
uary, February and March.

24 Users who reside in two-family residential units with one (1) meter shall be charged:

25 Beginning September 1, 2020\$26.40*

26 Beginning May 1, 2021\$28.40*

27 Beginning May 1, 2022\$30.40*

28 Beginning May 1, 2023\$32.40*

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Beginning May 1, 2024\$34.40

*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

Units with one (1) meter shall be charged:

- Beginning September 1, 2020\$13.20**
- Beginning May 1, 2021\$14.20**
- Beginning May 1, 2022\$15.20**
- Beginning May 1, 2023\$16.20**
- Beginning May 1, 2024\$17.20**

**Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

(10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

Number of People	Minimum Gallons	Amount
1	2,000	\$7.76
2	4,000	\$14.02
3	6,000	\$20.28
4	8,000	\$26.54
5 or more	10,000	\$32.80

Beginning September 1, 2020, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$13.20
2	4,000	\$19.46
3	6,000	\$25.72
4	8,000	\$31.98
5 or more	10,000	\$38.24

Beginning May 1, 2021, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$14.20
2	4,000	\$20.46
3	6,000	\$26.72
4	8,000	\$32.98
5 or more	10,000	\$39.24

1 Beginning May 1, 2022, the rates will change as follows:

2	Number of People	Minimum Gallons	Amount
3	1	2,000	\$15.20
4	2	4,000	\$21.46
5	3	8,000	\$27.72
6	4	10,000	\$33.98
7	5 or more	10,000	\$40.24

7 Beginning May 1, 2023, the rates will change as follows:

8	Number of People	Minimum Gallons	Amount
9	1	2,000	\$16.20
10	2	4,000	\$22.46
11	3	6,000	\$28.72
12	4	8,000	\$34.98
13	5 or more	10,000	\$41.24

13 Beginning May 1, 2024, the rates will change as follows:

14	Number of People	Minimum Gallons	Amount
15	1	2,000	\$17.20
16	2	4,000	\$23.46
17	3	6,000	\$29.72
18	4	8,000	\$35.98
19	5 or more	10,000	\$42.24

19 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

20 (b) For nonresidential users of the city's sewerage system, the following conditions apply:

- 21 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving property beyond the city boundaries shall be charged according to the same rates on water used per month, as set forth in the city ordinances.
- 22
- 23 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.
- 24

25 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article
26 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-227, Annual
27 Review of User Charge Rates, is hereby amended to read as follows:

1 **Sec. 43-227. Annual review of user charge rates.**

2 The sewer user charge rates shall be reviewed every five years or as needed and shall be adjusted
3 accordingly. Beginning in 2025 the sewer user charge rates will be adjusted annually by the average
4 monthly increase in the Consumer Price Index, US City Average for all Urban Consumers, Water Sewer
5 Trash Collection, Not Seasonally Adjusted, (Published by the United States Bureau of Labor Statistics,
6 Consumer Price Index) (the "CPI") during the twelve most recently published months. In the event the U.
7 S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally au-
8 thoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by
9 the City Manager. The annual CPI adjustment will be implemented by May 1 of each year.

7 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article
8 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital
9 Improvement Charges, is hereby amended to read as follows:

9 **Sec. 43-230. - Capital improvement charges.**

- 10 (a) There shall be established a capital improvement fund for the express purpose of funding improve-
11 ments to the sanitary sewer system of the City of Midwest City.
- 12 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account. Funds
13 from other sources may be deposited in this account but, once deposited in this account, can only
14 be expended in the same manner and under the same regulations that govern this account.
- 15 (2) Expenditures may be made from this account for physical capital improvements including, but
16 not limited to, items such as improvements to sanitary sewer treatment facilities, new sanitary
17 sewer lines and replacement of old sanitary sewer lines, and including engineering studies and
18 services necessary or appropriate to effect the improvements to the sewer system.
- 19 (3) Expenditures from this account can also be made for general operation, maintenance, supplies,
20 operational salaries, or any item or structure that has an expected useful life of less than twenty
21 (20) years. These funds may not be used to fund bonds or any indebtedness of any sort.
- 22 (4) There is hereby added a fifty cent (\$.50) fee per one thousand (1,000) gallons of sewage charged
23 to each customer to fund this account.
- 24 (5) Expenditures from this account in any amount must be approved by a majority vote of the city
25 council.
- 26 (b) There shall be established a fee for the express purpose of directly funding or funding debt service in
27 connection with the construction of Midwest City's Northside Pollution Control Facility.
- 28 (1) Revenues from this fee shall be deposited in a nontransferable interest bearing account.
- 29 (2) There is hereby added a ninety cent (\$.90) fee per one thousand (1,000) gallons of sewage
30 billed to each customer to fund this construction. This fee shall be of no further force or effect,
and shall be discontinued at the retirement of the related debt service, projected to be March 1,
2025.
- (3) Expenditures from this account shall only be made to fund, either directly or by funding bonded
indebtedness, the construction of Midwest City's Northside Pollution Control Facility renovations.
Expenditures may be made from this account for all costs of the construction including, but not
limited to, engineering, site preparation, buildings, structures, furniture, equipment, software and
other services or charges necessary or appropriate to complete the project or service related
debt.

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SECTION 4. EFFECTIVE DATE. This ordinance shall be effective on and after the _____ day of _____, 2020.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2020.

HEATHER POOLE, City Attorney



City Attorney

100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Mayor and Council

FROM: Heather Poole, City Attorney

Date: July 28, 2020

Subject: Presentation and discussion on City of Midwest City's Juvenile Program

At the request of Councilmember Christine Allen Price, presentation by Juvenile staff will be given on the Midwest City's Juvenile Program. The presentation materials are attached.

Respectfully,

Heather Poole

Heather Poole, City Attorney

City of Midwest City

Juvenile Probation & Services Dept.

Turning a Negative Today into
a Positive Tomorrow



History of Y. Whitlow

- Bachelor and Master Degrees from Oklahoma City University
- Worked in the mental health field for 4 years
- Worked for Oklahoma County Juvenile Bureau in Juvenile Probation for 8 years (4 yrs in supervisory role)
- Been with the City of Midwest City for over 18 years



History of A. Simmons

- Bachelor Degrees in Criminal Justice and Forensic Science from University of Central Oklahoma
- Worked for Youth Services of Ok. County-Family Junction Shelter as a Residential Advisor for 10 months and as a Youth Service Specialist for 11 months.
- Worked for Oklahoma County Juvenile Bureau for a total of 2 years in Probation as a Probation Officer.
- Started with the City July 31, 2017

History of the Juvenile Dept.

- The program was developed in 1994 by ex-City Council member Rick Rice.
- An Interlocal Agreement was signed and adopted by the Oklahoma County District Court and the City of Midwest City.
- Municipal Ordinances were then created and revised for juveniles.



MISSION STATEMENT

- The Juvenile Probation & Services Department is a division of the Municipal Court. The mission of the department is to provide rehabilitative services to youth and their families through education, community-based programs/referrals and enforcement to decrease incidences of juvenile delinquency.



Crimes Against Persons

- Assault
- Assault and Battery
- Assault w/ Dangerous Weapon
- Assault/Assault & Battery on Police Off.
- Carrying a Concealed Weapon
- Discharging/Pointing a Firearm



Drug Offenses

- Possession of CDS (Marijuana)
- Possession of Drug Paraphernalia
- Possession of Alcohol by a Minor
- Possession of Beer by a Minor
- Public Intoxication
- Transporting an Open Container
- DUI/DWI (no longer municipal charge)



Crimes Against Property

- Petit Larceny
- Receiving/Concealing Stolen Property
- Vandalism
- Malicious Injury/Destruction of Property
- Malicious Mischief
- Molesting/Injuring an Automobile



Other Offenses

- Truancy
- Curfew
- Resisting/Interfering w/ a Police Officer
- Possession of Tobacco
- Disorderly Conduct
- Trespassing
- Cruelty to Animals



Other Offenses

- Indecent Exposure
- Urinating in Public
- Fighting in Public
- In Park after Hours
- Attempt/Escape from Custody
- Illegal Burning w/ Aerosol Can



Court Appearance

- The youth and parent(s) will appear in court for arraignment and enter a plea of guilty, not guilty or no contest.
- All Juvenile Court proceedings are closed to the public for confidentiality purposes.



Court Appearance Cont.

- If youth and parent want to pay fine, they can pay in full and have case dismissed or request payment plan and complete all paperwork.



Court Appearance Cont.

- If youth and parent want to do probation, an office visit letter will be mailed with scheduled date and time along with instructions of items to bring to visit.
- An individualized Probation plan is designed for the youth and parent/legal guardian.



Court Appearance Cont.

- Appear in court; Judge reviews submit probation plan and either approves, amends or rejects it. If approved, all parties sign original and copy is given to the youth. If amended, the Judge may add additional requirements to the plan. If rejected, the Judge will not accept plan and assess full fines and fees.
- If youth and parent want to take case to trial; they will be given a trial date.

Office Visit

- At the office visit, the Probation Officer explains the process to the youth, parent or legal guardian.
- The youth, parent or legal guardian will answer a series of questions from our questionnaire packet.



Questionnaire Packet

- Includes Demographic Information
- Financial Information
- Family Dynamics/Structure
- Educational Information
- Medical/Physical History/Issues
- Criminal/Legal History/Issues



Questionnaire Packet Cont.

- Substance Abuse/Addiction History
- Psychological/Emotional Treatment History/Issues
- Future Plans/Goals/Hopes



Office Visit Cont.

- During the visit, much dialogue is going on between the parent/officer; juvenile/officer; parent/juvenile.
- Juvenile Officer discusses the requirements that will be on the probation plan to the juvenile/parent. (A formal copy is given at court hearing.)



Office Visit Cont.

- Family is given a court date of when to appear to go before the Judge to have the probation plan adopted and, again, when dismissed.
- The Probation Officer types the Disposition Plan (formal probation plan).

Juvenile Court

- Held every first and third Wednesday at 1:30pm.
- Juvenile Court are closed proceedings.



Probation Requirements

- Individual/group counseling
- Community service work
- Restitution
- Some type of educational program
- Improve grades/attendance
- Obtain employment
- Parenting classes
- Apology letter



Probation Requirements Cont.

- Essays
- Call Probation Officer
- Visit Probation Officer
- Drug testing and/or drug assessments
- Book reports
- Restricted to campus for lunch



Probation Requirements Cont.

- Attend NA/AA (Narcotics Anonymous/Alcoholics Anonymous)
- Tutoring program
- Mentoring program
- Inpatient treatment (drug/behavior)



Sanctions

- Additional community service work
- Add additional requirements
- Full fines and fees



Court Administrator/Officer

- Attend meetings with other agencies seeking new program referral sources.
- Talk with parents seeking direction with their wayward child.
- We are continuously seeking new programs/resources to better serve the juveniles and their families.





MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

FURTHER INFORMATION





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: July, 28th 2020

Subject: Monthly Residential and Commercial Building report for June 2020

Total number of Residential permits in June exceeded Residential permits issued in both April and May. We had 2 Commercial permits submitted in June, Scooters Coffee and the Shell for a Multi-Tenant Commercial Building. June saw more than a 50% increase in Residential Repair and Expansion Permits and Swimming Pool Permits from previous averages.

Billy Harless, AICP
Community Development Director

BH:ad

Midwest City Building Report
BUILDING REPORT JUNE 2020

13	INDIVIDUAL RESIDENCES	\$	2,361,482.00
	DUPLEXES		
	APARTMENTS REMODEL/NEW		
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS (STUDENT HOUSING)		
	PRIVATE GARAGES		
10	RESIDENTIAL REPAIR & EXPANSION	\$	157,700.00
9	FENCES	\$	24,100.00
10	SWIMMING POOLS/HOT TUBS	\$	227,700.00
5	CARPORTS	\$	16,555.00
2	PATIO COVER	\$	12,300.00
	PERSONAL STORAGE UNIT		
7	ACCESSORY BLDG.	\$	45,400.00
3	STORM SHELTER	\$	10,245.00
3	DEMOLITION	\$	7,620.00
13	DRIVE WAY		
9	HOUSE RELOCATE (MOVE IN) / HOUSE MOVING (OUT)		
4	RETAINING WALL	\$	26,000.00
15	ROOF	\$	115,193.00
	TOTAL VALUE OF RESIDENTIAL		<u>\$3,004,295.00</u>
	<u>INDUSTRIAL AND COMMERCIAL:</u>		
2	NEW BUSINESS STRUCTURES	\$	2,540,000.00
4	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$	684,500.00
	ACCESSORY BLDG.		
1	SMALL WIRELESS FACILITIES		
20	SIGNS	\$	96,300.00
	DEMOLITION		
	TENANT FINISH		
	POOLS		
	CANOPY/COVERED PARKING/PATIO COVER		
	FENCE		
1	TENTS / SEASONAL BUILDINGS / REVOCABLE		
1	DRIVE WAY/ PARKING LOT		
	RETAINING WALL		
	ROOF		
	TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS		<u>\$3,320,800.00</u>
	<u>PUBLIC AND SEMI PUBLIC</u>		
	NEW SCHOOL STRUCTURES		
	SCHOOL STRUCTURE REPAIR/ EXPANDED		
	SCHOOL STRUCTURE MOVED IN		
	SIGNS		
	NEW CHURCH		
	NEW CHURCHES (REMODEL EXISTING SPACE)		
	ACCESSORY BLDG.		
	HOTEL NEW OR REMODEL		
	CHURCH REPAIR/ EXPANDED		
	NEW HOSPITAL STRUCTURE		
	HOSPITAL STRUCTURE REPAIR / EXPANDED		
1	CITY PROPERTY REPAIR	LIBRARY \$	131,000.00
	CITY PROPERTY NEW		
	DEMOLITIONS		
	DRIVE WAY PARKING LOT		
	ROOF		
	TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS		<u>\$131,000.00</u>
	GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED		<u>\$6,456,095.00</u>

NEW SINGLE RESIDENTIAL BUILDING PERMITS

Jun-2020

ADDRESS	BUILDER/CONTRACTOR	PERMIT #	VALUE
10324 SE 24TH ST	HOME CREATIONS INC	20 983	\$138,500.00
10325 SE 24TH ST	HOME CREATIONS INC	20 997	\$113,500.00
10328 SE 24TH ST	HOME CREATIONS INC	20 918	\$160,500.00
10329 SE 24TH ST	HOME CONTRACTING LLC	20 998	\$127,500.00
10340 SE 19TH ST	SWM AND SONS	20 861	\$208,000.00
10501 SE 23RD ST	HOME CREATIONS INC	20 870	\$139,500.00
10520 SE 23RD ST	HOME CREATIONS INC	20 1007	\$122,000.00
10525 SE 23RD ST	HOME CREATIONS INC	20 1041	\$133,000.00
2404 CEDAR ELM PL	IDEAL HOMES	20 621	\$158,000.00
2508 POST OAK RD	IDEAL HOMES	20 647	\$248,982.00
3808 BELLA VISTA	CENTRAL OKLA HABITAT HUMANITY	20 920	\$95,000.00
805 N POPLAR LN	LANE'S ROOFING & CONSTR	20 317	\$267,000.00
815 HELM DR	AVALON CUSTOM HOMES	20 791	\$450,000.00

NEW DUPLEX RESIDENTIAL BUILDING PERMITS

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

DEMOLITION or MOVE

ADDRESS	CONTRACTOR	PERMIT #	VALUE
112 OAKTREE LN	MIDWEST WRECKING CO	20 925	\$5,620.00
2920 GLENHAVEN DR	K & M DIRT SERVICES	20 760	\$1,000.00
9809 SE 15TH ST	BATTEN B W	20 916	\$1,000.00

REPLACE EXISTING ROOF

ADDRESS	CONTRACTOR	PERMIT #	VALUE
1121 LOFTIN DR	PRIORITY ONE NATIONAL	20 1148	\$15,000.00
11512 VILLAGE AVE	CANTRELL EXTERIORS FINISHES	20 1063	\$0.00
12335 JAYCIE CIR	CANTRELL EXTERIORS FINISHES	20 1155	\$12,000.00
1332 TINA DR	TWIN ROOFING	20 975	\$6,000.00
1334 TINA DR	TWIN ROOFING	20 976	\$6,000.00
1804 MARK TRL	SH VAUGHN CONSTRUCTION	20 979	\$9,000.00
1975 TOWNSEND CT	EXTREME ROOFING	20 1053	\$14,798.00
215 E MYRTLE DR	EVANS ROOFING	20 1050	\$8,000.00
3508 WOODVALE DR	J & M ROOFING & SUPPLY CO	20 970	\$5,000.00
3700 MT PLEASANT DR	H2O TECH	20 1136	\$8,000.00
6109 SE 7TH ST	PARKER BROTHERS (ESCROW)	20 1127	\$9,300.00
616 E STEED DR	HEINTZELMAN ROOFING(ESCROW)	20 991	\$0.00
705 N MEADOW LN	CANTRELL EXTERIORS FINISHES	20 1097	\$7,800.00
912 WILLOW BROOK DR	BASS ROOFING	20 986	\$7,695.00
9420 CARDINAL PL	PARKER BROTHERS (ESCROW)	20 990	\$6,600.00

INDUSTRIAL & COMMERCIAL BUILDINGS NEW

Jun-2020

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
5902 SE 15TH ST	SHELL CENTER MARKET PLACE	\$1,700,000.00	PHASE ONE DESIGN	19	2109
1865 S DOUGLAS BLVD	SCOOTERS COFFEE	\$840,000.00	BOUNDLESS OPERATIONS	20	400

REPAIR/ REMODEL/ADD ON

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
2601 LIBERTY PKY 250	REMODELING OFFICE SPACE	\$500,000.00	WEAVER CONTRACTING, INC.	20	835
400 S AIR DEPOT BLVD	adding drive through window	\$7,500.00	FIFE MARY TRS	20	1008
6601 W CURTISS DR	CELL TOWER ALTERATION	\$15,000.00	ROB MEARS	20	891
6807 SE 15TH ST	REMODEL RETAIL	\$162,000.00	JUAN SUAREZ	20	799

TENANT FINISH OR WHITE BOX

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #
---------	-------------	-----------	---------------------	----------

DEMOLITION

ADDRESS	VALUE
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REPLACE EXISTING ROOF

ADDRESS	VALUE	CONTRACTOR	PERMIT #
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PUBLIC & SEMI PUBLIC BUILDINGS

Jun-2020

NEW

NEW ADDRESS DESCRIPTION CONTRACTOR OR OWNER EST. COST PERMIT #

SEMI PUBLI BUILDING

REMODEL/ADD ON

**REPAIR/
REMODEL ADDRESS DESCRIPTION CONTRACTOR OR OWNER EST. COST PERMIT #**

REMODEL	8143 E RENO AVE	LIBRARY REMODEL	CORD CONSTRUCTION SERVICES	\$131,000.00	20	1120
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REPLACE EXISTING ROOF

ADDRESS DESCRIPTION VALUE CONTRACTOR PERMIT #

LOCATION / DESCRIPTION OF APPLICATION

NAME OF APPLICANT OR OWNER PC# or BA#

C-3, Community Commercial to SPUD, governed by the C-4, 2224 S. Air Depot Boulevard	David Box	PC-2043
Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 4 T11N, R2W, located at 6007 SE 15 th Street	Dave Zimmer	PC -2044

AV

STORM WATER QUALITY PERMITS

Jun-2020

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
06/25/2020	604 S AIR DEPOT BLVD/ REDOING PARKING LOT	FIRST SERVICE CO LLC	19-1085
06/17/2020	SCOOTERS COFFEE	BOUNDLESS OPERATIONS	20-400
06/15/2020	10332 SE 10TH ST	KDE DEVELOPMENTS LLC	19-1308
06/17/2020	112 OAKTREE LN/ DEMO	MIDWEST WRECKING CO	20-925
06/15/2020	2920 GLENHAVEN DR/ DEMO	K & M DIRT SERVICES	20-760
06/16/2020	9809 SE 15TH ST/ DEMO	BATTEN B W	20-916
06/16/2020	5712 E RENO AVE 1 ACRE		20-1078

LAND DISTURBANCE PERMIT

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
06/25/2020	604 S AIR DEPOT BLVD/ REDOING PARKING LOT	FIRST SERVICE CO LLC	19-1085
06/17/2020	SCOOTERS COFFEE	BOUNDLESS OPERATIONS	20-400

TOTAL RESIDENTIAL PERMITS 2018

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	7	\$ 1,477,000.00
FEBRUARY	5	\$ 652,000.00
MARCH	23	\$3,441,025.00
APRIL	26	\$ 1,909,858.00
MAY	32	\$ 3,858,300.00
JUNE	30	\$ 4,186,100.00
JULY	7	\$ 709,400.00
AUGUST	12	\$ 1,847,800.00
SEPTEMBER	16	\$ 2,785,440.00
OCTOBER	8	\$ 1,018,500.00
NOVEMBER	10	\$ 1,200,000.00
DECEMBER	19	\$ 3,328,100.00
TOTAL	195	\$ 26,413,523.00

14 RESD \$1,851,250.00
 11- 6 PLEX W/ Common \$58,608.00

TOTAL RESIDENTIAL PERMITS 2019

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	2	\$ 235,000.00
FEBRUARY	11	\$ 1,911,500.00
MARCH	16	\$ 2,472,200.00
APRIL	22	\$ 3,225,000.00
MAY	12	\$ 1,678,500.00
JUNE	25	\$ 3,070,400.00
JULY	13	\$ 1,838,200.00
AUGUST	12	\$ 2,189,900.00
SEPTEMBER	7	\$ 1,236,857.00
OCTOBER	15	\$ 1,809,000.00
NOVEMBER	4	\$ 490,500.00
DECEMBER	12	\$ 1,831,500.00
TOTAL	151	\$ 21,988,557.00

11 Single Family Homes \$1,678,500.00
 1 RSC Student Housing \$4,247,440.00

TOTAL RESIDENTIAL PERMITS 2020

<u>MONTH</u>	<u>NO</u>	<u>ESTIMATED COST</u>
JANUARY	12	\$ 1,684,000.00
FEBRUARY	7	\$ 3,268,500.00
MARCH	15	\$ 2,158,000.00
APRIL	12	\$ 2,339,000.00
MAY	9	\$ 1,296,750.00
JUNE	15	\$ 2,361,482.00

TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 4,210,600.00
FEBRUARY	3	\$ 21,170,300.00
MARCH	1	\$ 35,000.00
APRIL	2	\$ 115,000.00
MAY	1	\$ 475,000.00
JUNE	0	\$ -
JULY	2	\$ 2,500,000.00
AUGUST	1	\$ 1,699,000.00
SEPTEMBER	6	\$ 4,075,000.00
OCTOBER	0	
OCTOBER	5	\$ 18,775,000.00 comm school
NOVEMBER	3	\$ 682,500.00 COMM
NOVEMBER		\$ 11,615,772.00 SCHOOL
DECEMBER	0	
DECEMBER	0	
TOTAL	27	\$ 65,353,172.00

TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	6	\$ 2,505,000.00 Comm
JANUARY	1	\$ 1,540,000.00 Church
FEBRUARY	2	\$ 3,025,000.00
FEBRUARY	0	
MARCH	4	\$ 1,863,500.00
APRIL	0	
MAY	0	
JUNE	2	\$ 115,000.00
JULY	2	\$ 467,000.00
AUGUST	2	\$ 1,540,000.00 add/new 3 IF 2 were rptd on shell
AUGUST	3	\$ 20,000.00
SEPTEMBER	1	\$ 500,000.00
OCTOBER	3	\$ 635,000.00
NOVEMBER	0	
DECEMBER	1	\$ 2,400,000.00 Animal Services
TOTAL	27	\$ 14,610,500.00

TOTAL COMMERCIAL PERMIT-2020 NEW/ADD ON/TF

MONTH	NO	ESTIMATED COST
JANUARY	2	\$ 2,425,000.00
FEBRUARY	0	-
MARCH	1	\$ 250,000.00
APRIL	0	
MAY	0	
JUNE	2	\$ 2,540,000.00
JUNE	-	

TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 180,000.00
FEBRUARY	3	\$ 230,000.00
MARCH	7	\$ 422,200.00
APRIL	3	\$ 618,391.00
MAY	2	\$ 49,615.00
JUNE	5	\$ 196,500.00
JULY	5	\$ 1,042,452.00
AUGUST	5	\$ 267,000.00
SEPTEMBER	4	\$ 151,200.00
OCTOBER	6	\$ 481,000.00 comm
OCTOBER	2	\$ 820,000.00 school
NOVEMBER	4	\$ 123,382.00 COMM
NOVEMBER	3	\$ 746,455.00 SCHOOL
DECEMBER	2	\$ 6,800.00 COMM
DECEMBER	1	\$ 40,000.00 SCHOOL
TOTAL	53	\$ 5,374,995.00

TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	4	\$292,000.00 Comm
JANUARY	1	\$3,000,000.00 School
FEBRUARY	8	\$22,365.00
FEBRUARY	1	\$45,000.00 SCHOOL
MARCH	3	\$6,300.00
APRIL	6	\$359,383.00
MAY	6	\$755,500.00
JUNE	4	\$1,025,000.00
JULY	4	\$563,150.00
AUGUST	2	\$163,000.00
AUGUST	1	\$4,700,000.00 School
SEPTEMBER	3	\$59,000.00
OCTOBER	5	\$1,049,900.00
NOVEMBER	3	\$16,050.00
DECEMBER	5	\$84,100.00
TOTAL	56	\$12,140,748.00

TOTAL COMMERCIAL PERMIT-2020 REMODEL/REPAIR

MONTH	NO	ESTIMATED COST
JANUARY	10	\$439,000.00
FEBRUARY	6	\$2,576,671.00
MARCH	4	\$1,111,406.00
APRIL	3	\$118,000.00
MAY	4	\$778,500.00
JUNE	4	\$684,500.00
JUNE	1	\$131,000.00 LIBRARY

Jun-2020

BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	16	136
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	10	62
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	12	81
NUMBER OF MISC BUILDING INSPECTIONS:		21
NUMBER OF ENGINEERING SITE INSPECTIONS:	14	68
NUMBER OF STORM SHELTER INSPECTIONS:	6	44
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:	0	4
NUMBER OF PENALTIES:	22	166
TOTAL NUMBER OF INSPECTIONS: all inspectors	647	4,110

Notice of regular Midwest City Planning Commission meetings in 2020 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2019 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

July 7, 2020 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on July 7, 2020 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil
Dean Hinton
Russell Smith
Dee Collins
Jim Smith
Jim Campbell

Commissioners absent: Jess Huskey

Staff present: Billy Harless, Community Development Director
Kellie Gilles, Current Planning Manager
Brandon Bundy, City Engineer
Sarah Steward, Associate Current Planner

The meeting was called to order by Chairman Greil at 7:01 p.m.

A. CALL TO ORDER

B. ANNOUNCEMENT

1. Recognition of Stan Greil's service on the Midwest City Planning Commission.

C. MINUTES

1. A motion was made by Hinton, seconded by Campbell, to approve the minutes of the June 2, 2020 Planning Commission meeting as presented. Voting aye: Greil, Hinton, J. Smith and Campbell. Nay: none. Abstain: R. Smith and Collins. Motion carried.

D. NEW MATTERS

1. (PC-2045) Public hearing with discussion and consideration of ordinance to redistrict from R-6, Single Family Residential to R-HD, High Density Residential, for the property described as a part of the SW/4 of Section 12, T-11-N, R-2-W, located at 2500 South Douglas Blvd.

Staff presented a brief overview of this item. The applicant's representative, Jon Doyle of 11912 N. Penn, OKC, OK, was present. There was general discussion about the item. Nancy Curtis of 2443 Fruitful Dr., Midwest City, addressed the Commission. A motion was made by R. Smith,

seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, R. Smith, Greil, Hinton and Campbell. Voting nay: none. Motion carried.

2. (PC-2046) Public hearing with discussion and consideration of an ordinance redistricting from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), for the property described as a part of the Lots 7-10 of the Thomas Acres Addition addressed as 9070 NE 13th Street.

Staff presented a brief overview of this item. The applicant, Adam Stephens of 9501 Southlake Dr, OKC, OK, was present. There was general discussion about the item. The applicant stated he also plans to gate the development. Alice Thomas of Lots 3, 5 and 6 of the Thomas Acres Addition, Midwest City, OK, addressed the Commission. A motion was made by Hinton, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, R. Smith, Greil, Hinton and Campbell. Voting nay: none. Motion carried.

3. (PC-2047) Discussion and consideration of approval of the proposed preliminary plat of Freedom Villas, described as a part of the SE/4 of Section 35, T12N, R2W, located at 8712 E. Main Street.

Staff presented a brief overview of this item. The applicant's representative, Mark Grubbs of 1800 S. Sara Rd., Yukon, OK, was present. There was general discussion about the item. Glen Goldschlager of 1409 Evergreen Circle, Midwest City, addressed the Commission. A motion was made by Campbell, seconded by J. Smith, to recommend approval of this item subject to staff comments. Voting aye: Campbell, Hinton, Greil, Collins, J. Smith. Nay: none. Abstain: R. Smith. Motion carried.

4. (PC-2048) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 4.5.2, Light Industrial: Restricted; Section 4.9.2, Use Chart and providing for repealer and severability and setting an effective date.

Staff presented a brief overview of this item. A motion was made by R. Smith, seconded by Collins to recommend approval of this item. Voting aye: R. Smith, Collins, J. Smith, Campbell, Hinton and Greil. Nay: none. Motion carried.

D. COMMISSION DISCUSSION: General Discussion.

E. PUBLIC DISCUSSION: None.

F. FURTHER INFORMATION: None.

There being no further matters before the Commission, Chairman Greil adjourned the meeting at 7:53 p.m.

(KG)

Copies of the agenda for this meeting were posted at City Hall, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PARK LAND REVIEW COMMITTEE SPECIAL MEETING

June 16, 2020 - 4:00 p.m.

This meeting of the Midwest City Park Land Review Committee was held in the Community Development office, Midwest City, Oklahoma County, Oklahoma, on March 12, 2020 at 4:00 p.m., with the following members present:

Present: Carolyn Burkes
Grace Sullivan
Jess Huskey
Charlie Hartley
Casey Hurt

Absent: none

Staff present: Kellie Gilles, Planning Manager
Sarah Steward, Associate Current Planner

A. CALL TO ORDER:

The meeting was called to order by Chairperson Burkes at 4:03 p.m.

B. MINUTES:

1. A motion was made by Sullivan, seconded by Huskey to approve the minutes of the March 12, 2020. Voting Aye: Huskey, Sullivan, and Burkes. Absent: Hurt. Motion carried.

C. NEW MATTERS:

1. (PC –2047) Discussion and consideration of a request to submit a fee in lieu of park land dedication for the proposed Freedom Villas Preliminary Plat located in the SE/4 of Section 35, T-12-N, R-2-W, addressed as 8712 E. Main Street.

Staff presented a brief overview of this request. The applicant's representative, Mark Grubbs, was present. There was general discussion about the item. Casey Hurt joined the meeting at 4:07 p.m. A motion was made by Sullivan, seconded by Huskey, to recommend approval of the fee in lieu of parkland dedication. Voting aye: Burkes, Sullivan, Huskey, Hartley and Hurt. Nay: None. Motion passed.

- C. **COMMITTEE DISCUSSION:** Staff informed members of the online map showing all parks within Midwest City and provided a link
- E. **Adjournment:** A motion was made by Sullivan, seconded by Huskey to adjourn the meeting. Voting aye: Sullivan, Huskey, Hartley, Hurt and Burkes. Nay: None. Motion passed.

The meeting adjourned at 4:10 p.m.

SS:kg



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: July 28, 2020
Subject: Review of the monthly Neighborhood Services report for June 2020.

In June 2020, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. We did have one officer on light duty. Together they opened 747 new cases, cleared 685 cases, contracted 66 properties, and wrote 51 new citations. This makes 5,985 cases for the year and we currently have 1,257 open cases.

Here is a breakdown of all the violations worked for the month.

	June 2019	Total 2019	June 2020	Total 2020
Other Nuisance	156	808	61	1,412
Rubbish	80	489	108	688
Structures	59	585	45	1,393
Tall Grass & Weeds	331	1,010	304	932
Trash & Debris	122	857	168	1,192
Vehicles	48	324	60	367

This shows a comparison between 2019 and 2020 of the total cases worked by each ward.

	June 2019	Total 2019	June 2020	Total 2020
Ward 1	203	1,205	173	2,513
Ward 2	157	685	83	518
Ward 3	109	841	153	1,586
Ward 4	80	342	54	264
Ward 5	171	790	173	762
Ward 6	83	397	98	306

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, Neighborhood Services Director

CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA

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

July 28, 2020 – 6:01 PM

A. **CALL TO ORDER.**

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

- 1.** Discussion and consideration to approve the minutes of the June 23, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
- 2.** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Drainage Improvements Fund, expenses/ Drainage Improvements (72) \$130,000. Stormwater Fund, expense/Stormwater (061) \$33,550. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$1,263,216. Construction Loan Payment Fund, expenses/Water (42) \$2,182,449. Sewer Construction Fund, expenses/Sewer Construction (46) \$344,603. Utility Services Fund, expenses/Utility Services (50) \$29,346. Utilities Capital Outlay Fund, expenses/Utility Services (50) \$236,491. Sanitation Fund, expenses/Sanitation (41) \$1,060,236. Water Fund, expenses/Water (42) \$140,992. Wastewater Fund, expenses/ Wastewater (43) \$60,525. FF&E Reserve Fund, expenses/Hotel/Conf Center (40) \$167,572. (Finance - C. Barron)
- 3.** Discussion and consideration of passing and approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020. (Finance – C. Barron)
- 4.** Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2020. (City Manager – T. Lyon)
- 5.** Discussion and consideration of declaring miscellaneous items from the Water Resources Recovery Facility surplus property and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - P. Streets)

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

D. **ADJOURNMENT.**



MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

June 23, 2020

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

Chairman Matt Dukes called the meeting to order at 7:47 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Capital Imp Rev Bond, revenue/Transfer In (00) \$224,586; expenses/Transfer Out (00) \$224,586. MWC Sewer Department, expenses/Sewer Department (43) \$30,000. John Conrad Regional Golf, expenses/John Conrad Regional Golf (47) \$2,000. Sales Tax Capital Improvement, revenue/Sales/Use Tax (00) 241,521; expenses/Transfer Out (00) \$241,521.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2020.
4. Discussion and consideration of renewing contracts for FY 20-21 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll Offs USA for new front load refuse containers; Heartland Container Repair LLC for refurbished front load refuse containers; Fort Bend Services, Inc. for biosolids drying/thickening polymer; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building.
5. Discussion and consideration of renewing contracts for FY 20-21: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; and with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc.
6. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:47 pm.

ATTEST:

Matthew D Dukes II, Chairman

Sara Hancock, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$130,000. Stormwater Fund, expense/Stormwater (061) \$33,550. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$1,263,216. Construction Loan Payment Fund, expenses/Water (42) \$2,182,449. Sewer Construction Fund, expenses/Sewer Construction (46) \$344,603. Utility Services Fund, expenses/Utility Services (50) \$29,346. Utilities Capital Outlay Fund, expenses/Utility Services (50) \$236,491. Sanitation Fund, expenses/Sanitation (41) \$1,060,236. Water Fund, expenses/Water (42) \$140,992. Wastewater Fund, expenses/Wastewater (43) \$60,525. FF&E Reserve Fund, expenses/Hotel/Conf Center (40) \$167,572.

The supplements are needed to roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

July 28, 2020

Fund CAPITAL DRAINAGE IMPROVEMENTS (060)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			130,000	
		0	0	130,000	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater			33,550	
		0	0	33,550	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Improvements			1,263,216	
		0	0	1,263,216	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund CONSTRUCTION LOAN PAYMENT (178)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			2,182,449	
		0	0	2,182,449	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			344,603	
		0	0	344,603	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			29,346	
		0	0	29,346	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2020

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
50	Utility Services			236,491	
		0	0	236,491	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
41	Sanitation			1,060,236	
		0	0	1,060,236	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
42	Water			140,992	
		0	0	140,992	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
43	Wastewater			60,525	
		0	0	60,525	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
40	Hotel/Conf Center			167,572	
		0	0	167,572	0

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Rolled Capital Outlay Project Balances

Project Number	Project Master Project Description	Project Detail Account Number	Department Description	Balance
611903	WATER QUALITY METER	061-6110-431.40-02	STORM WATER	6,000.00
612004	ST SWEEPER DEBRIS CONTNR	061-6110-431.40-02	STORM WATER	5,000.00
612003	CONCRETE HHW LOCKER AREA	061-6110-431.40-14	STORM WATER	7,500.00
611707	I-PADS	061-6110-431.40-49	STORM WATER	2,000.01
611803	TABLET COMPUTERS	061-6110-431.40-49	STORM WATER	3,050.00
611706	CITY WORKS DATABASE	061-6110-431.40-50	STORM WATER	10,000.00
				33,550.01
721701	TRACKHOE (1ST YR)	060-7210-431.40-02	DRAINAGE IMPROVEMENT	130,000.00
				130,000.00
492001	MINI TRACK LOADER	172-4910-461.40-02	CAPITAL WATER IMP	30,000.00
491601	CEILING IN FILTER BAY	172-4910-461.40-05	CAPITAL WATER IMP	95,000.00
491701	ENG FOR TIMBER RIDGE TWR	172-4910-461.40-05	CAPITAL WATER IMP	450,000.00
491801	EXT PAINT - WTR PLNT TWR	172-4910-461.40-05	CAPITAL WATER IMP	80,000.00
491901	EXT PAINT -WATER PLNT TWR	172-4910-461.40-05	CAPITAL WATER IMP	40,000.00
492002	WATER METERS	172-4910-461.40-05	CAPITAL WATER IMP	32,700.00
492003	BLUE RIDGE WATER LINE	172-4910-461.40-05	CAPITAL WATER IMP	80,000.00
492004	ENG FOR TIMBER RIDGE TWR	172-4910-461.40-05	CAPITAL WATER IMP	200,000.00
492005	LOOP WTR LINE -MEADE/PARK	172-4910-461.40-05	CAPITAL WATER IMP	125,000.00
492006	PROJECTS TO BE APPROVED	172-4910-461.40-08	CAPITAL WATER IMP	130,516.00
				1,263,216.00
421502	EASTSIDE BOOSTER PH1	178-4200-480.40-05	WATER DEPARTMENT	550,000.00
421602	ROOFS AT WATER PLANT	178-4200-480.40-05	WATER DEPARTMENT	134,000.00
421603	REHAB 2 WELLS	178-4200-480.40-05	WATER DEPARTMENT	100,000.00
421604	EASTSIDE DIST IMP PH4	178-4200-480.40-05	WATER DEPARTMENT	181,639.00
421702	BLUERIDGE WTR LINE REPL	178-4200-480.40-05	WATER DEPARTMENT	16,810.00
421803	EASTSIDE BOOSTER ST PH1	178-4200-480.40-05	WATER DEPARTMENT	450,000.00
422001	EASTSIDE DIST IMPS PH 4	178-4200-480.40-05	WATER DEPARTMENT	50,000.00
492004	ENG FOR TIMBER RIDGE TWR	178-4200-480.40-05	WATER DEPARTMENT	200,000.00
422002	PROJECTS TO BE APPVD	178-4200-480.40-08	WATER DEPARTMENT	500,000.00
				2,182,449.00
462002	FIBER INSTALLATION	186-4600-432.40-02	SEWER CONSTRUCTION	30,000.00
461502	SCADA HARDWARE-FOR PLANT	186-4600-432.40-05	SEWER CONSTRUCTION	9,603.00
462001	SLUDGE BOILER	186-4600-432.40-05	SEWER CONSTRUCTION	305,000.00
				344,603.00
501603	COPIER/PRINTER	187-5011-415.40-02	UTILITY SERVICES	350.00
501704	PRINTER FOR BILLING RPTS	187-5011-415.40-02	UTILITY SERVICES	2,500.00
501902	(3) HIGH BACK CHAIRS	187-5011-415.40-02	UTILITY SERVICES	596.00
501905	RECEIPT PRINTER	187-5011-415.40-02	UTILITY SERVICES	900.00
502003	UTIL BLLG REMODEL DESIGN	187-5011-415.40-14	UTILITY SERVICES	25,000.00
				29,346.00
501911	ALLY WATER METERS	189-5012-434.40-05	UTILITY SERVICES	21,600.00
502004	AUTO MTR READING SYS	189-5012-434.40-05	UTILITY SERVICES	214,891.00
				236,491.00
412003	FRONT LOAD CNG TRUCK	190-4110-432.40-01	SANITATION DEPARTMENT	360,000.00
412004	FRONT LOAD CNG TRUCK	190-4110-432.40-01	SANITATION DEPARTMENT	360,000.00
411610	AVL FOR ALL TRUCKS	190-4110-432.40-02	SANITATION DEPARTMENT	11,584.00
411704	AVL INTERFACE	190-4110-432.40-02	SANITATION DEPARTMENT	9,500.00
411711	HD VIDEO CAMERA	190-4110-432.40-02	SANITATION DEPARTMENT	2,000.00
411803	REBUILD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	1,152.14
411804	HD SECURITY CAMERA	190-4110-432.40-02	SANITATION DEPARTMENT	2,000.00
411901	CNG STATION COMPRESSOR	190-4110-432.40-02	SANITATION DEPARTMENT	125,000.00

Rolled Capital Outlay Project Balances

412009	6 CNG SLOW FILL PORTS	190-4110-432.40-02	SANITATION DEPARTMENT	43,000.00
412010	CNG STATION COMPRESSOR	190-4110-432.40-02	SANITATION DEPARTMENT	125,000.00
411712	REMODEL SANIT AREA @ PWA	190-4110-432.40-14	SANITATION DEPARTMENT	15,000.00
411713	ESRI GEOEVENT	190-4110-432.40-50	SANITATION DEPARTMENT	3,000.00
411805	ESRI GEOEVENT	190-4110-432.40-50	SANITATION DEPARTMENT	3,000.00
				1,060,236.14
162002	CYBER SERCURITY MONTORING	191-4210-461.40-02	WATER DEPARTMENT	24,000.00
421904	VARIABLE FREQ PUMP DRIVES	191-4210-461.40-02	WATER DEPARTMENT	1,493.00
421906	TURBINE PUMP-WEST POND	191-4210-461.40-02	WATER DEPARTMENT	4,827.71
421908	SUBM WELL PUMP - #15 & 22	191-4210-461.40-02	WATER DEPARTMENT	28,000.00
422003	2 COMPRESSED AIR DRYERS	191-4210-461.40-02	WATER DEPARTMENT	8,930.75
421911	LED LIGHT FIXTURES	191-4210-461.40-14	WATER DEPARTMENT	5,900.00
421710	COMPUTERS	191-4210-461.40-49	WATER DEPARTMENT	687.00
422006	MID SIZE TRACKHOE (1ST YR	191-4230-461.40-02	WATER DEPARTMENT	65,000.00
421913	(3) I-PADS	191-4230-461.40-49	WATER DEPARTMENT	670.01
422005	3 DESKTOPS, 2 I-PADS	191-4230-461.40-49	WATER DEPARTMENT	1,483.68
				140,992.15
162002	CYBER SERCURITY MONTORING	192-4310-432.40-02	SEWER DEPARTMENT	24,000.00
431803	BOILER REBUILD	192-4310-432.40-02	SEWER DEPARTMENT	6,586.00
432004	I-PAD	192-4310-432.40-49	SEWER DEPARTMENT	200.00
432008	CARGO VAN	192-4330-432.40-01	SEWER DEPARTMENT	27,000.00
431810	2 I-PADS	192-4330-432.40-49	SEWER DEPARTMENT	480.00
432010	3 COMPUTERS	192-4330-432.40-49	SEWER DEPARTMENT	2,259.18
				60,525.18
401907	TV'S - FLOORS 1-4	196-4010-451.40-02	HOTEL/CONF CENTER	94,532.00
402004	5 SPEAKER PODIUMS	196-4010-451.40-02	HOTEL/CONF CENTER	2,500.00
402006	VACUUMS	196-4010-451.40-02	HOTEL/CONF CENTER	2,858.26
402009	BANQUET DISPLAY EQUIP	196-4010-451.40-02	HOTEL/CONF CENTER	16,339.01
401804	LANDSCAPING/WATER FEATURE	196-4010-451.40-05	HOTEL/CONF CENTER	25,000.00
401808	REED BALLROOM DOORS	196-4010-451.40-14	HOTEL/CONF CENTER	12,000.00
401901	EXPAND DOOR -EXHIBIT HALL	196-4010-451.40-14	HOTEL/CONF CENTER	7,500.00
402002	PTAC UNITS	196-4010-451.40-14	HOTEL/CONF CENTER	5,809.52
402005	COMPUTER/PRINTERS	196-4010-451.40-49	HOTEL/CONF CENTER	1,033.20
				167,571.99
Overall Total				5,648,980.47



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020.

Staff recommends that the resolution be adopted with the amounts provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2020-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2020 TO BE MADE AVAILABLE FOR FISCAL YEAR 2020-2021; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2020-2021 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2019-2020 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2020, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2020.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2020 as chargeable to the FY 2019-2020 budget, renew those same commitments effective July 1, 2020, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2020-2021 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2020, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2020, formerly charged against and payable from FY 2019-2020 budgets, are hereby cancelled and renewed effective July 1, 2020, to be charged against and payable from additional FY 2020-2021 fiscal year budget amounts to be provided through budget amendments effective July 1, 2020.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2020, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2019-2020 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2020-2021 fiscal year effective July 1, 2020. The FY 2020-2021 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2020 and chargeable to and payable from FY 2020-2021 budgets.

Sanitation (190-4110)	\$ 15,128
Utilities – Water (191-4210/30)	\$ 162,168
Utilities – Wastewater (192-4310/30)	\$ 67,621
FF&E Reserve (196-4010)	\$ 329,641
Golf (197-4710)	\$ 2,718
Golf (197-4810)	\$ 1,018
Capital Drainage (060-7210)	\$ 22
Storm Water Quality (061-6110)	\$ 60,755
Capital Water Improvements (172-4910)	\$ 81,545
Construction Loan Payment (178-4200)	\$ 11,781
Sewer Construction (186-4600)	\$ 72,988
Utility Services (187-5011)	\$ 28,627
Capital Sewer Improvements (188-4410)	\$ 714,239

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 28th day of July, 2020.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: July 28, 2020

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2020.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277	300,346	214,831	385,403	579,251	504,981	450,566	500,520
Actual (MTD)	299,162	477,929	466,117	476,300	456,684	291,649	223,347	367,534	351,603	23,119	85,751	163,728
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625	2,596,971	2,811,802	3,197,205	3,776,456	4,281,437	4,732,003	5,232,523
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191	2,467,840	2,691,187	3,058,721	3,410,324	3,433,443	3,519,194	3,682,922
Expenses												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400	360,787	341,646	383,600	513,820	454,826	426,083	459,919
Actual (MTD)	386,683	443,824	431,992	432,531	395,742	366,076	320,630	361,002	320,485	112,894	115,303	168,448
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569	2,596,356	2,938,002	3,321,602	3,835,422	4,290,248	4,716,331	5,176,250
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959	2,476,035	2,796,665	3,157,667	3,478,152	3,591,046	3,706,350	3,874,797
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877	(60,441)	(126,815)	1,803	65,431	50,155	24,483	40,601
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941	(74,426)	(97,283)	6,532	31,118	(89,775)	(29,552)	(4,719)
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056	615	(126,200)	(124,397)	(58,966)	(8,811)	15,672	56,273
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232	(8,195)	(105,478)	(98,946)	(67,828)	(157,603)	(187,155)	(191,875)

Key Indicators												
Hotel Room Revenue	220,117	251,110	234,069	235,244	191,171	108,521	117,276	179,956	136,135	21,119	74,503	146,000
Food and Banquet Revenue	57,751	195,299	177,193	215,380	193,721	149,224	89,947	186,720	178,146	-	-	14,124

Fiscal Year 2018-2019												
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714
Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271
Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



Public Works Administration

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

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmeneff@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: 28 July 2020

Subject: Discussion and consideration of declaring miscellaneous items from the Water Resources Recovery Facility surplus property and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The items listed below have been removed from service and have no other operational value or application. As such, we recommend declaring all of these items surplus property and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

1. Twenty-eight empty 250 gallon polymer totes.
2. Ten half sections of double fiberglass RBC huts (heavily damaged).
3. Five half section double fiberglass RBC hut ends (heavily damaged).
4. Five center section double RBC hut ends (damaged).
5. Four inoperative air compressor package units from the old wastewater treatment plant, Model 75, serial # 30T, 5hp 480 volt 3-phase motors.
6. One inoperative Elkay drinking fountain.
7. One inoperative Cordley drinking fountain.
8. Fourteen fire extinguishers that cannot be recertified.
9. Six sections of old fire hose.

Action is at the discretion of the Chairman and Trustees.

Respectfully,

R. Paul Streets
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION



CITY OF MIDWEST MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 28, 2020 – 6:02 PM

A. **CALL TO ORDER.**

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

1. Discussion and consideration to approve the minutes of the June 23, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$4,712,729. (Finance – C. Barron)
3. Discussion and consideration of passing and approving a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budget as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020. (Finance - C. Barron)

C. **DISCUSSION ITEM.**

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - C. Barron)

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

E. **ADJOURNMENT.**



MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA



Notice for the Midwest 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

June 23, 2020

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

Chairman Matt Dukes called the meeting to order at 7:47 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: revenue/Investment Interest (90) \$1,660; expenses/Transfers Out (90) \$1,660.
3. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2020 through June 30, 2021.

DISCUSSION ITEMS.

1. **Discussion and consideration of establishing guidelines for the 2020 Midwest City Memorial Hospital Authority Board of Grantors COVID-19 Small Business Relief Program.** Allen made a motion to approve as submitted, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:08 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359

MEMORANDUM

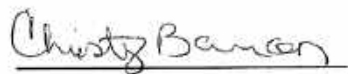
TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$4,712,729.

The supplement is needed to roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year.



Christy Barron
Finance Director

SUPPLEMENTS

July 28, 2020

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			4,712,729	
		<u>0</u>	<u>0</u>	<u>4,712,729</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Rolled Capital Outlay Project Balances

Project Number	Project Master Project Description	Project Detail Account Number	Department Description	Balance
902001	PROJECTS TO BE APPVD	425-9050-415.40-08	HOSPITAL AUTHORITY	3,175,000.00
062011	PALMER LOOP TRAIL	425-9060-415.40-06	HOSPITAL AUTHORITY	600,000.00
441805	SR3 PUBLIC IMPROVEMENTS	425-9060-415.40-06	HOSPITAL AUTHORITY	179,179.00
901801	29TH STREET WIDENING	425-9060-415.40-06	HOSPITAL AUTHORITY	413,549.63
901902	MID AMERICA PARK TRAIL	425-9060-415.40-06	HOSPITAL AUTHORITY	345,000.00
Overall Total				4,712,728.63



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budget as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020.

Staff recommends that the resolution be adopted with the amount provided.

Christy Barron
Finance Director

RESOLUTION NO. HA 2020-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2020 TO BE MADE AVAILABLE FOR FISCAL YEAR 2020-2021; AND AMENDING THE BUDGET FOR FISCAL YEAR 2020-2021 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2019-2020 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2020, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2020.

WHEREAS, it is the Hospital Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2020 as chargeable to the FY 2019-2020 budget, renew those same commitments effective July 1, 2020, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2020-2021 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it is in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2020, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2020, formerly charged against and payable from FY 2019-2020 budget, are hereby cancelled and renewed effective July 1, 2020, to be charged against and payable from additional FY 2020-2021 fiscal year budget amounts to be provided through budget amendments effective July 1, 2020.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2020, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2019-2020 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2020-2021 fiscal year effective July 1, 2020. The FY 2020-2021 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2020 and chargeable to and payable from FY 2020-2021 budget.

Discretionary/Misc (425-9050)	\$ 36,356
In Lieu of Taxes/ROR/Misc (425-9060)	\$ 43,950

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 28th day of July, 2020.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



MIDWEST CITY

Where the Spirit Flies High

DISCUSSION ITEM





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: Christy Barron, Finance Director

Date: July 28, 2020

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

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

Action is at the discretion of the Authority.

Christy Barron
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION



MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 28, 2020 – 6:03 PM

A. **CALL TO ORDER.**

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

1. Discussion and consideration to approve the minutes of the June 23, 2020 special meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Economic Development Authority Fund, expenses/Economic Dev Auth (95) \$325,000. (Finance – C. Barron)
3. Discussion and consideration of passing and approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020. (Finance - C. Barron)

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

D. **ADJOURNMENT.**



MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website. (www.midwestcityok.org).

Midwest City Economic Development Authority Minutes
Special Meeting

June 23, 2020

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

Chairman Matt Dukes, called the meeting to order at 8:13 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

CONSENT AGENDA. Eads made a motion to approve consent agenda, as submitted, seconded by Byrne. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Dukes. Nay: none. Motion carried.

1. Discussion and consideration to approve the minutes of the May 19, 2020 special meeting, as submitted.
2. Discussion and consideration to approve the minutes of the June 9, 2020 special meeting, as submitted.

PUBLIC DISCUSSION. There was no public discussion.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. §307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 8:14 PM Reed made a motion to recess, seconded by Allen. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Dukes. Nay: none. Motion carried. Trustees returned at 8:32PM.

At 8:32 PM, Eads made a motion to enter into execution session, seconded by Byrne. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Dukes. Nay: none. Motion carried.

At 8:55 PM, Reed made a motion to return to open session, seconded by Eads. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Dukes. Nay: none. Motion carried.

Reed made motion to authorize the City Manager to proceed as discussed, seconded by Byrne. Voting aye: Allen, Bowen, Byrne, Reed, Eads, Favors and Dukes. Nay: none. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:56 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

cbarron@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Economic Development Authority Fund, expenses/Economic Dev Auth (95) \$325,000.

This supplement is needed to roll forward remaining capital outlay project budgets from fiscal year 2019-2020 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

July 28, 2020

Fund Economic Development Authority (353)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
95	Economic Dev Auth			325,000	
		<u>0</u>	<u>0</u>	<u>325,000</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Rolled Capital Outlay Project Balances

Project Number	Project Master Project Description	Project Detail Account Number	Department Description	Balance
952010	PROJECTS TO BE APPROVED	353-9550-463.40-08	ECONOMIC DEV AUTH	250,000.00
952011	MISC ADA PROJECTS	353-9550-463.40-08	ECONOMIC DEV AUTH	75,000.00
Overall Total				325,000.00



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Economic Development Authority

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; and amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budgets as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020.

Staff recommends that the resolution be adopted with the amounts provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2020-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2020 TO BE MADE AVAILABLE FOR FISCAL YEAR 2020-2021; AND AMENDING THE BUDGET FOR FISCAL YEAR 2020-2021 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2019-2020 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2020, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2020.

WHEREAS, it is the Economic Development Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2020 as chargeable to the FY 2019-2020 budget, renew those same commitments effective July 1, 2020, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2020-2021 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Economic Development Authority have determined it is in the best interest of the Economic Development Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2020, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2020, formerly charged against and payable from FY 2019-2020 budget, are hereby cancelled and renewed effective July 1, 2020, to be charged against and payable from additional FY 2020-2021 fiscal year budget amounts to be provided through budget amendments effective July 1, 2020.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2020, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2019-2020 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2020-2021 fiscal year effective July 1, 2020. The FY 2020-2021 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2020 and chargeable to and payable from FY 2020-2021 budget.

Economic Development Authority (353-9550) \$130,830

PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 28th day of July, 2020.

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



PUBLIC DISCUSSION



SPECIAL CITY OF MIDWEST UTILITIES AUTHORITY AGENDA

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

July 28, 2020 – 6:04 PM

A. **CALL TO ORDER.**

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

1. Discussion and consideration to approve the minutes of the June 23, 2020 special meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2020-2021, increase: Utilities Authority Fund, expenses/Economic (87) \$773,865. (Finance – C. Barron)
3. Discussion and consideration of passing and approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budget as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020. (Finance – C. Barron)

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

D. **ADJOURNMENT.**



MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA



Notice for the Midwest City Special Utilities Authority meetings was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website. (www.midwestcityokorg).

Midwest City Utilities Authority Minutes
Special Meeting

June 23, 2020

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

Chairman Matt Dukes, called the meeting to order at 8:10 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

DISCUSSION ITEMS.

1. **Discussion and consideration to approve the minutes of the June 9, 2020 special meeting, as submitted.** Byrne made a motion to approve the minutes, as submitted, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

2. **Discussion and consideration of entering into an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services.** After Staff and Council discussion, Bowen made a motion to approve the agreement, as submitted, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

PUBLIC DISCUSSION. There was no discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:12 PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Utility Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2020-2021, increase: Utilities Authority Fund, expenses/Economic (87) \$773,865.

The supplement is needed to roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

July 28, 2020

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic			773,865	
		<u>0</u>	<u>0</u>	<u>773,865</u>	<u>0</u>

Explanation:
To roll forward capital outlay project budgets from fiscal year 2019-2020 to current fiscal year. Funding to come from fund balance.

Rolled Capital Outlay Project Balances

Project Number	Project Master Project Description	Project Detail Account Number	Department Description	Balance
871001	SOLDIER CRK INDUST PARK	193-8710-433.40-05	ECONOMIC	583,865.00
871902	SITE IMPROVEMENTS	193-8710-433.40-05	ECONOMIC	190,000.00
Overall Total				773,865.00



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Christy Barron, Finance Director

DATE: July 28, 2020

SUBJECT: Discussion and consideration of passing and approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2020 to be made available for fiscal year 2020-2021; amending the budget for fiscal year 2020-2021 to include the released appropriations from the fiscal year 2019-2020 budget as supplemental appropriations; and, effective July 1, 2020, renewing encumbrance commitments canceled at the close of day June 30, 2020.

Staff recommends that the resolution be adopted with the amounts provided.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. UA 2020-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY UTILITIES AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2020 TO BE MADE AVAILABLE FOR FISCAL YEAR 2020-2021; AND AMENDING THE BUDGET FOR FISCAL YEAR 2020-2021 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2019-2020 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2020, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2020.

WHEREAS, it is the Utilities Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2020 as chargeable to the FY 2019-2020 budget, renew those same commitments effective July 1, 2020, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2020-2021 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Utilities Authority have determined it in the best interest of the Utilities Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2020, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2020, formerly charged against and payable from FY 2019-2020 budget, are hereby cancelled and renewed effective July 1, 2020, to be charged against and payable from additional FY 2020-2021 fiscal year budget amounts to be provided through budget amendments effective July 1, 2020.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2020, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2019-2020 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2020-2021 fiscal year effective July 1, 2020. The FY 2020-21 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2020 and chargeable to and payable from FY 2020-2021 budget.

Midwest City Utilities Authority Fund (193-8710) \$ 10,000

PASSED AND APPROVED by the trustees of the Midwest City Utilities Authority this 28th day of July, 2020.

MIDWEST CITY UTILITIES AUTHORITY, a
public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 28th day of July, 2020.

HEATHER POOLE, City Attorney



PUBLIC DISCUSSION

