



**SPECIAL CITY COUNCIL AGENDA**

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

June 28, 2022 – 5:15 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion and consideration of, including any amendment of (1) participating in the OMAG's training program, (2) renew and adopt a governing body best practice handbook, (3) complete the OMAG Stability Test, (4) review the Declarations and Explanation of Coverage page video in compliance with the Oklahoma Municipal Assurance Group Liability Protection Plan (MLPP), and (5) accepting the resolution as completion of the Recognition Program requirements. (Risk Management - L. Smithson)

C. ADJOURNMENT.



DISCUSSION ITEM







**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1201  
tlyon@midwestcityok.org  
www.midwestcityok.org

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: June 28, 2022

RE: Discussion and consideration, including any amendments of (1) participating in the OMAG's training program, renew and adopt a governing body best practice handbook, (3) complete the OMAG Stability Test, (4) review the Declarations and Explanation of Coverage page video in compliance with the Oklahoma Municipal Assurance Group Liability Protection Plan (MLPP), and (5) accepting the resolution as completion of the Recognition Program requirements.

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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 police with OMAG.
- The City Council must approve the resolution confirming its participation.

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*

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Tim Lyon  
Assistant City Manager

Attachment (1)

# ***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**

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## **CITY GOVERNMENT COUNCIL – MANAGER FORM: WORKING MODEL**

**A**

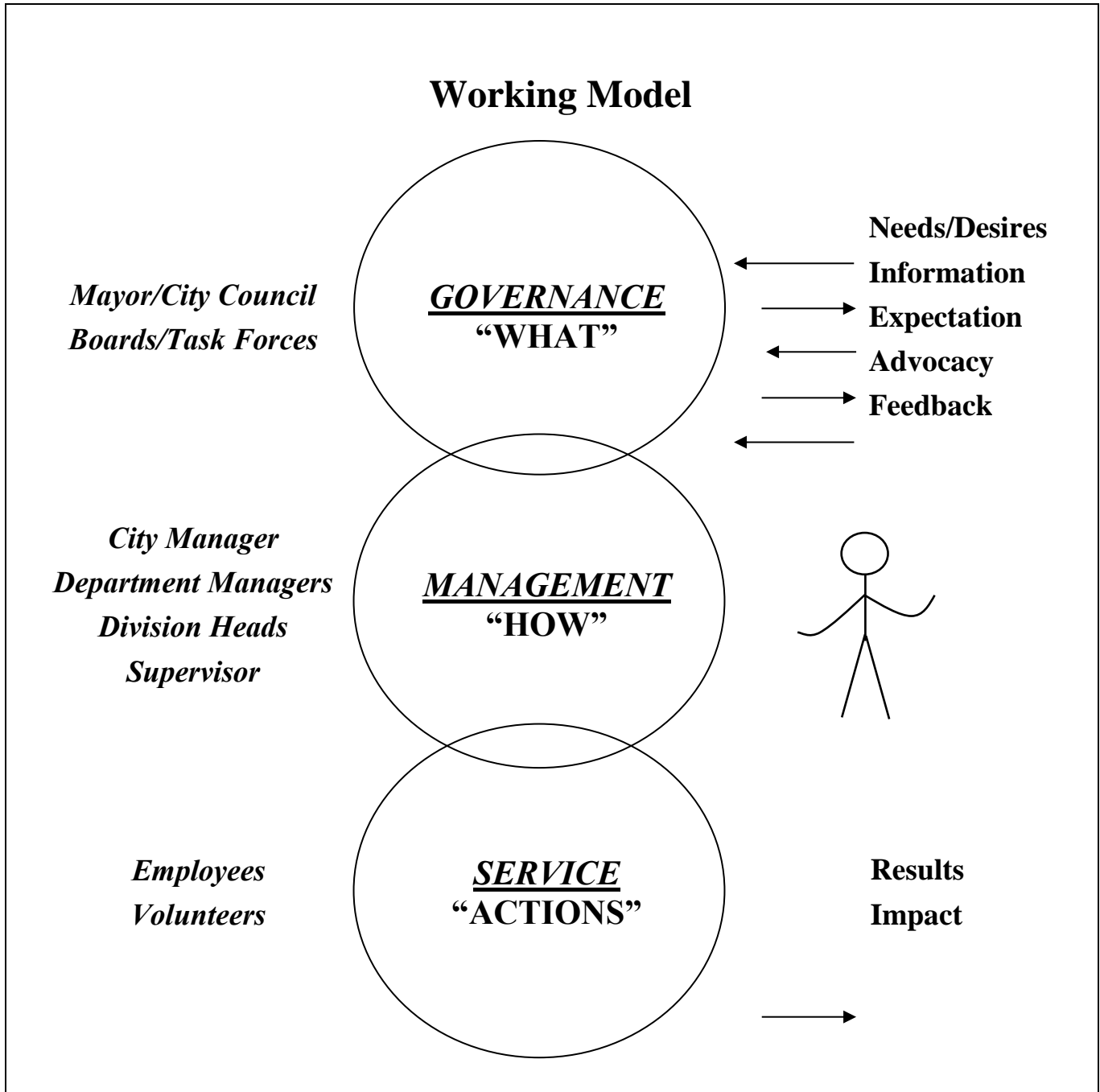
## **Council – Manager Form: Basic Assumption/Underlying Principles**

### **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:

### **G**oals

*“Unifying Purpose and Goals”*

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

### **R**oles

*“Individual Contribution”*

- Valuing Individuality
- Responsibilities Defined
- Practicing Teamwork

### **E**xecute

*“Produce Results through Actions”*

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

### **A**ttitude

*“Willingness to Work Together”*

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

### **T**rust

*“Commitments Becomes Reality”*

- Learning from Setbacks
- Guidelines
- Support Each Other

# Winning Teams



## **Winners Versus True Champions *Comparison***

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

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**

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## **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**

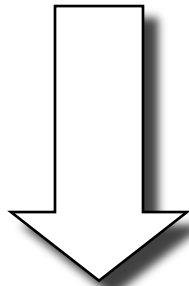
**Community Needs**

**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**

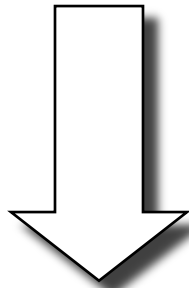
**Desire for Your City’s Future**

**Community Uniqueness**

**Community Assets: Worth Preserving**

**Characteristics of Our Community – Today, in the Future**

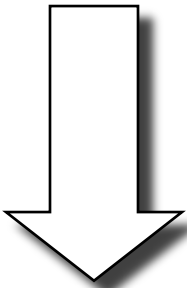
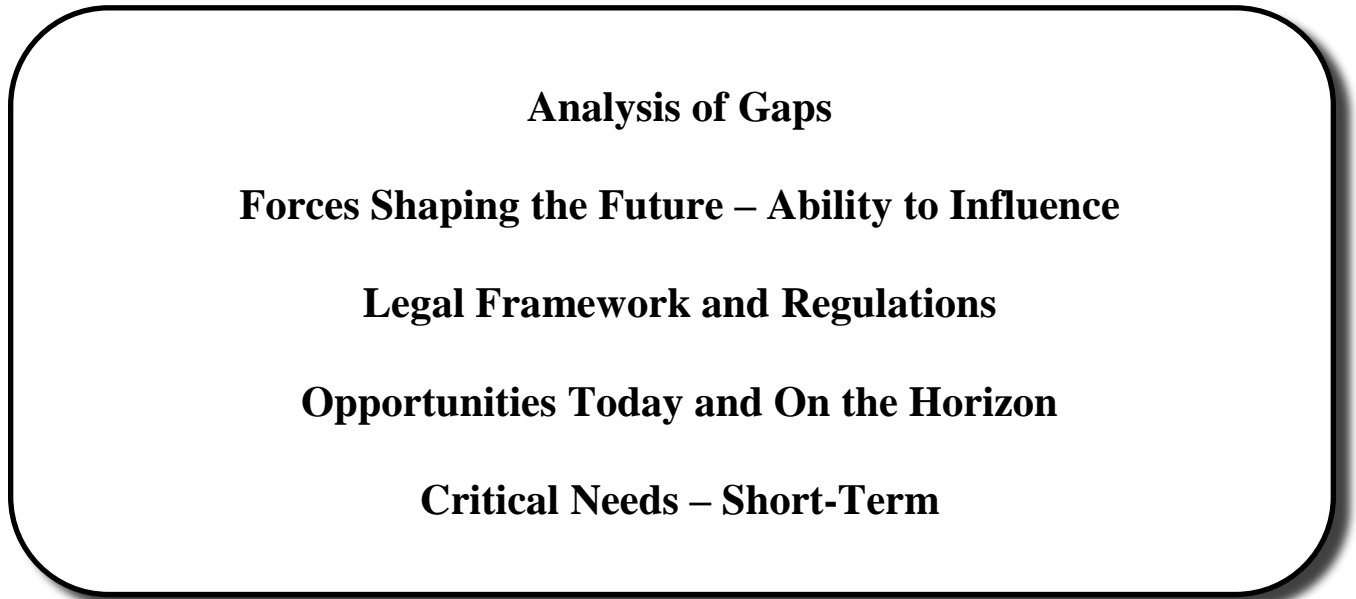
**Dreams, Visions, Hopes**



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



<b>Responsibility 3</b>	<b>Develop Strategies – Strategic Investments and Action</b>
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**STRATEGY FOR ACHIEVING  
GOALS THAT OUTLINES ACTIONS,  
INVESTMENT AND TIMELINE**

**Responsibility 4**

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

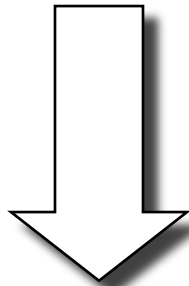
**In Progress**

**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**

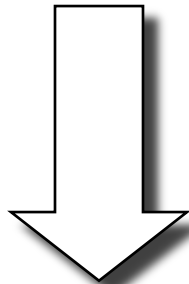
**Specific Outcomes and Performance Expectations**

**Policy Statement/Position**

**City's Role and Responsibility**

**Framework for Action**

**Resources**

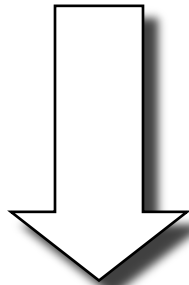


**DECISIONS PROVIDING CLEAR  
DIRECTION TO CITY STAFF  
AND COMMUNITY**

**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**

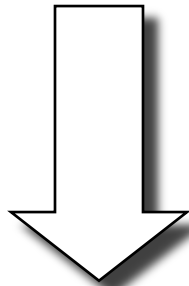
**Understanding City Government – “Civics 101”**

**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**

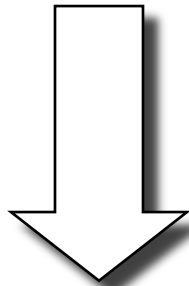
**Closure on Issue**

**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**

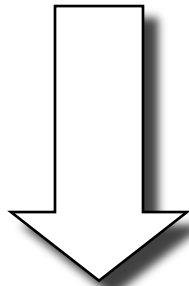
**Progress Reports**

**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**

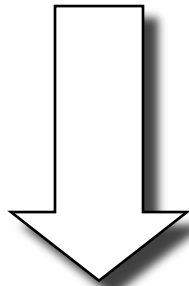
**Behavior at Council Table**

**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**

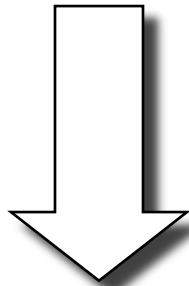
**Responsibilities**

**Selection**

**Supervision**

**Feedback**

**Performance Standards and Evaluation**

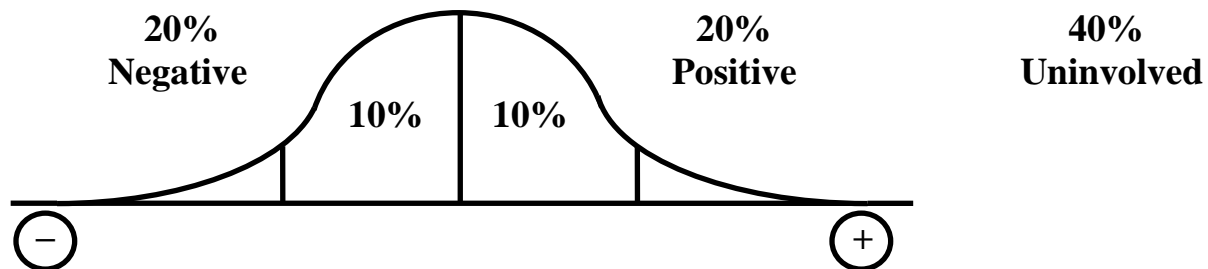


**CITY MANAGER (CEO) THAT “FITS”  
OUR COMMUNITY, OUR CITY AND  
CAN HELP US ACHIEVE OUR GOALS**

**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.

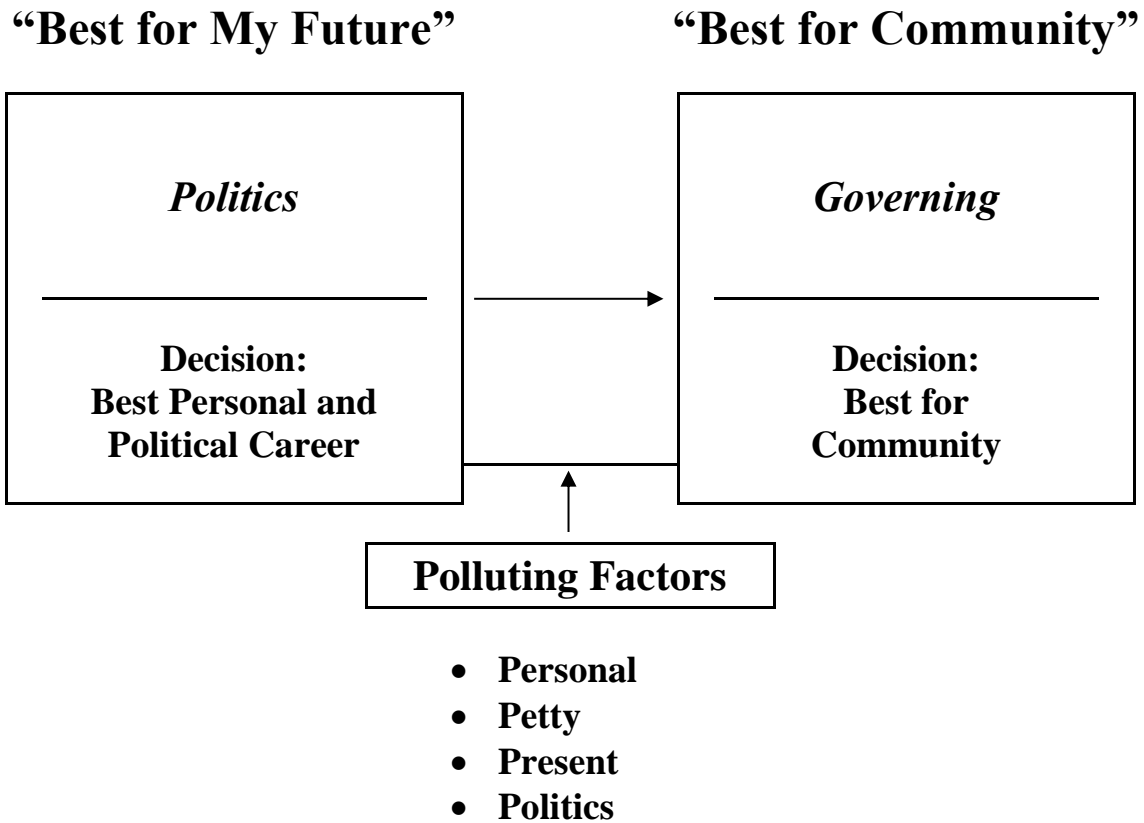
### **► Impact**

- 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



**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**

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

## Challenge 7 Community-Based Government

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

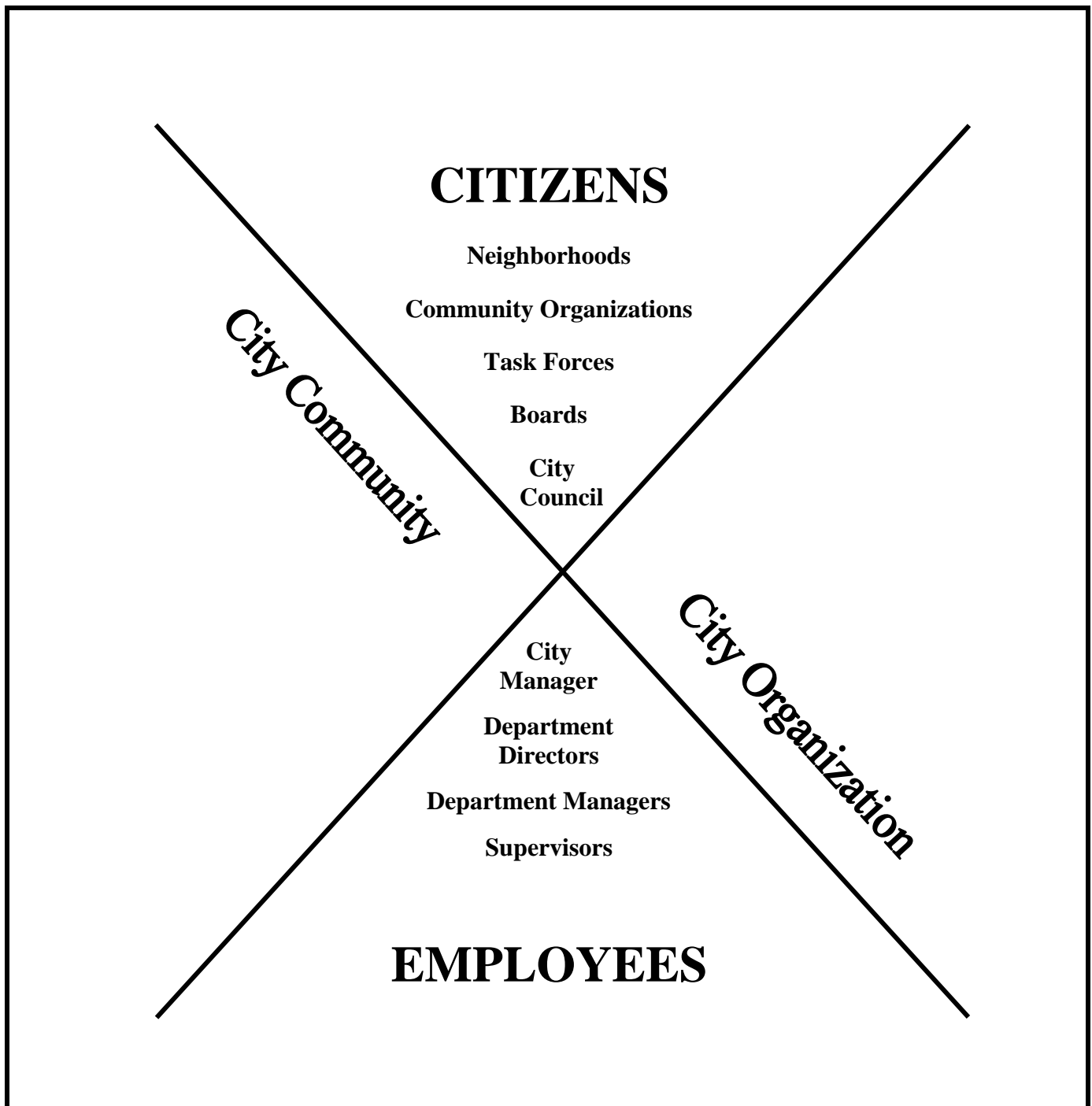
**“Take care of the citizens – my friends”**

**“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***

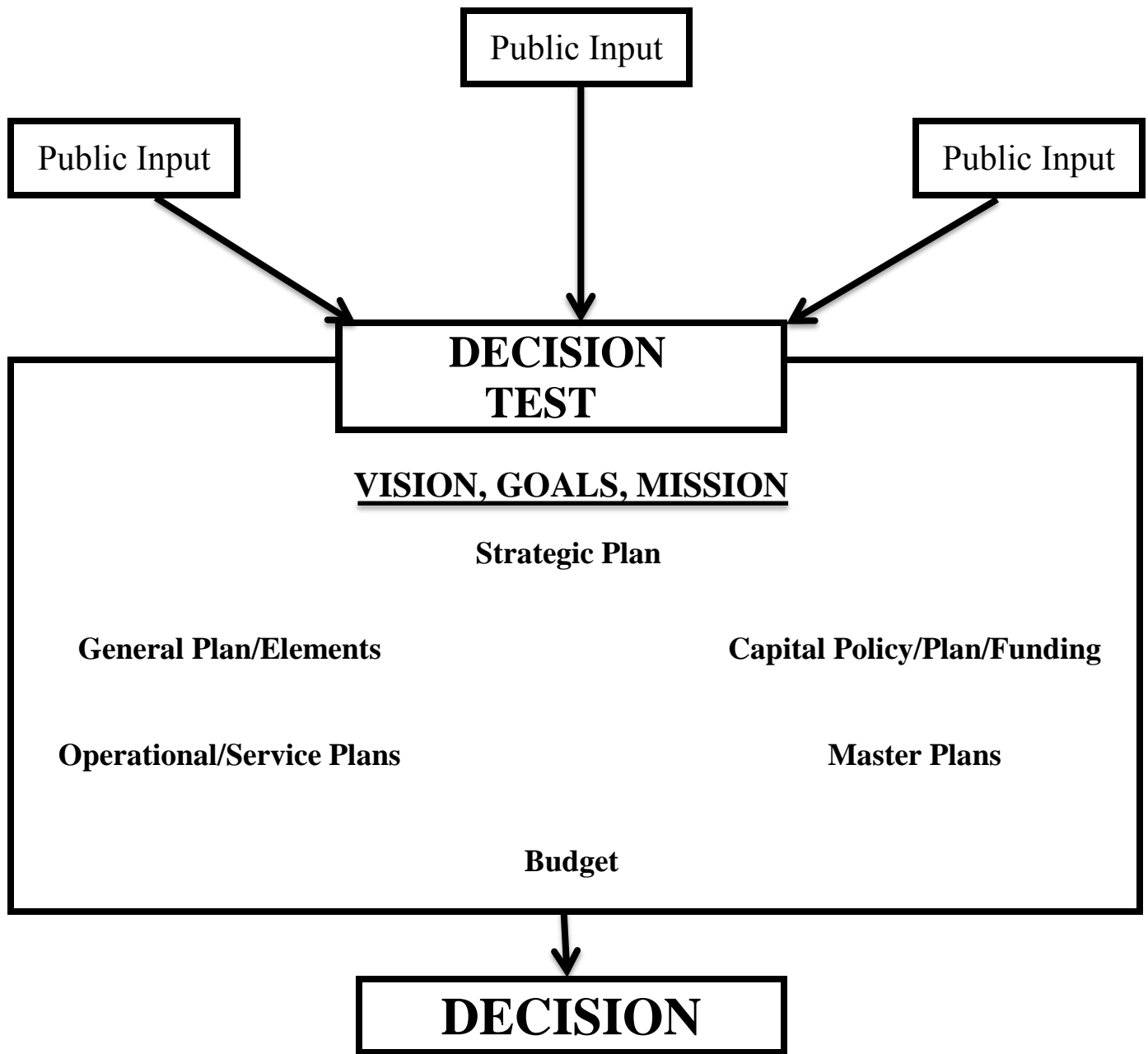
1. *Decide on Data Gathering*
2. *Decide on Analysis and Options*
3. *Decide on Negotiations*
4. *Decide on Recommendations*
5. *Decide on Direction on Actions*

## ***DECISIONS OF IMPLEMENTATION***

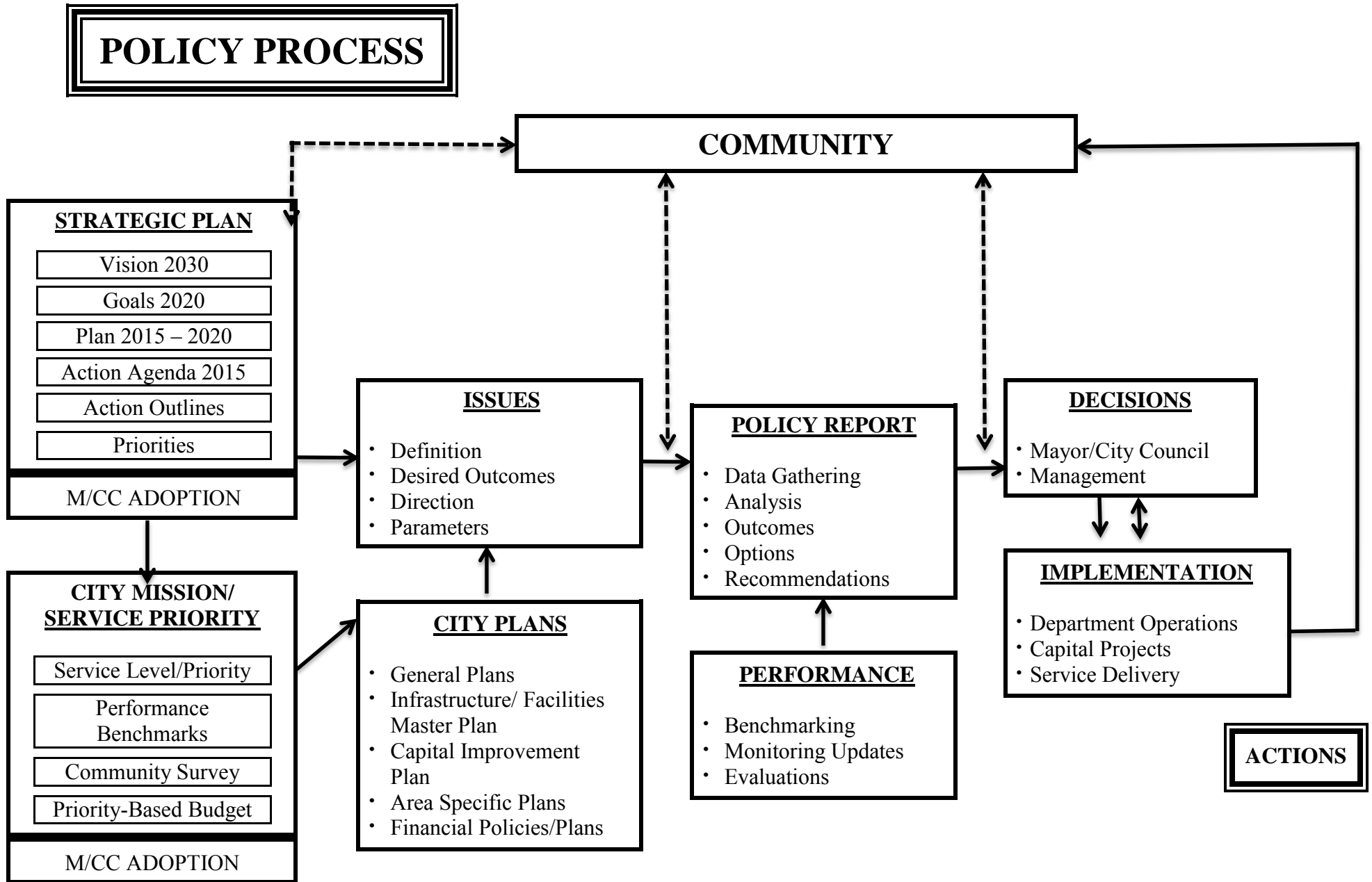
1. *Decide on Program Development/Project Plans*
2. *Decide on Evaluation and Refinements*
3. *Decide on Resources*
4. *Decide on Operations*
5. *Decide on Direction on Implementation*

**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.





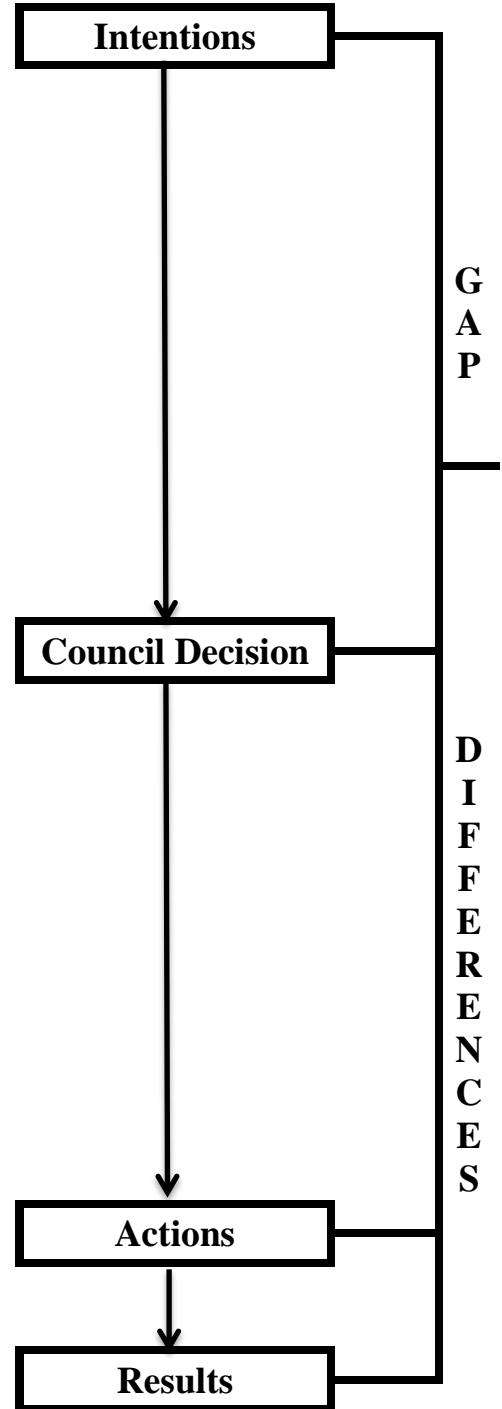
**“Best for the Community using Data and Analysis and Common Sense Judgment”**



# 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**

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## **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.

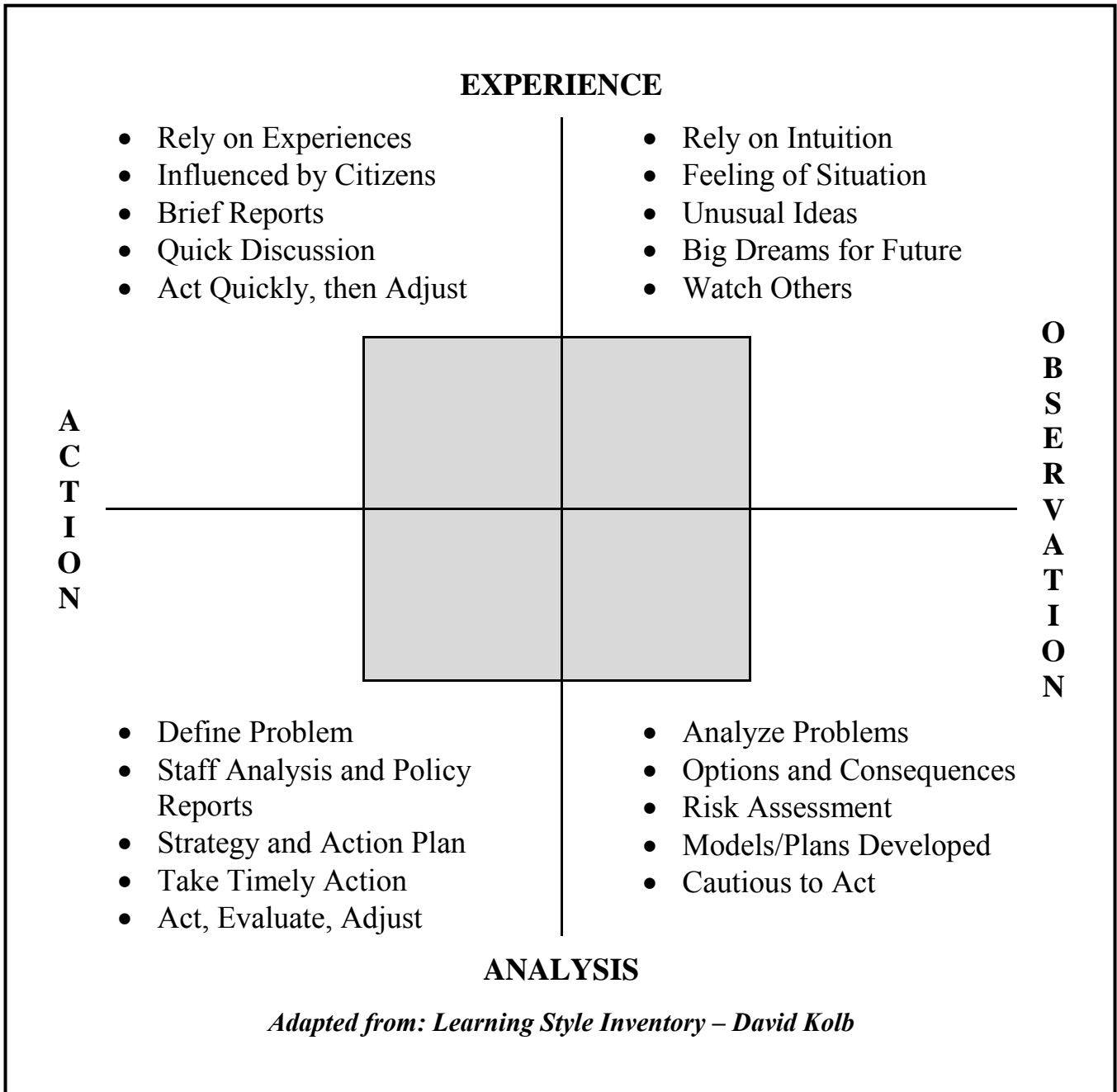
Each person has a unique style in problem solving and decision-making. To gain a perspective on each individual's style, the session participants completed Kolb's Learning Styles Inventory. The purpose of this inventory was to assess the individual styles, their implications for effective problem solving 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:

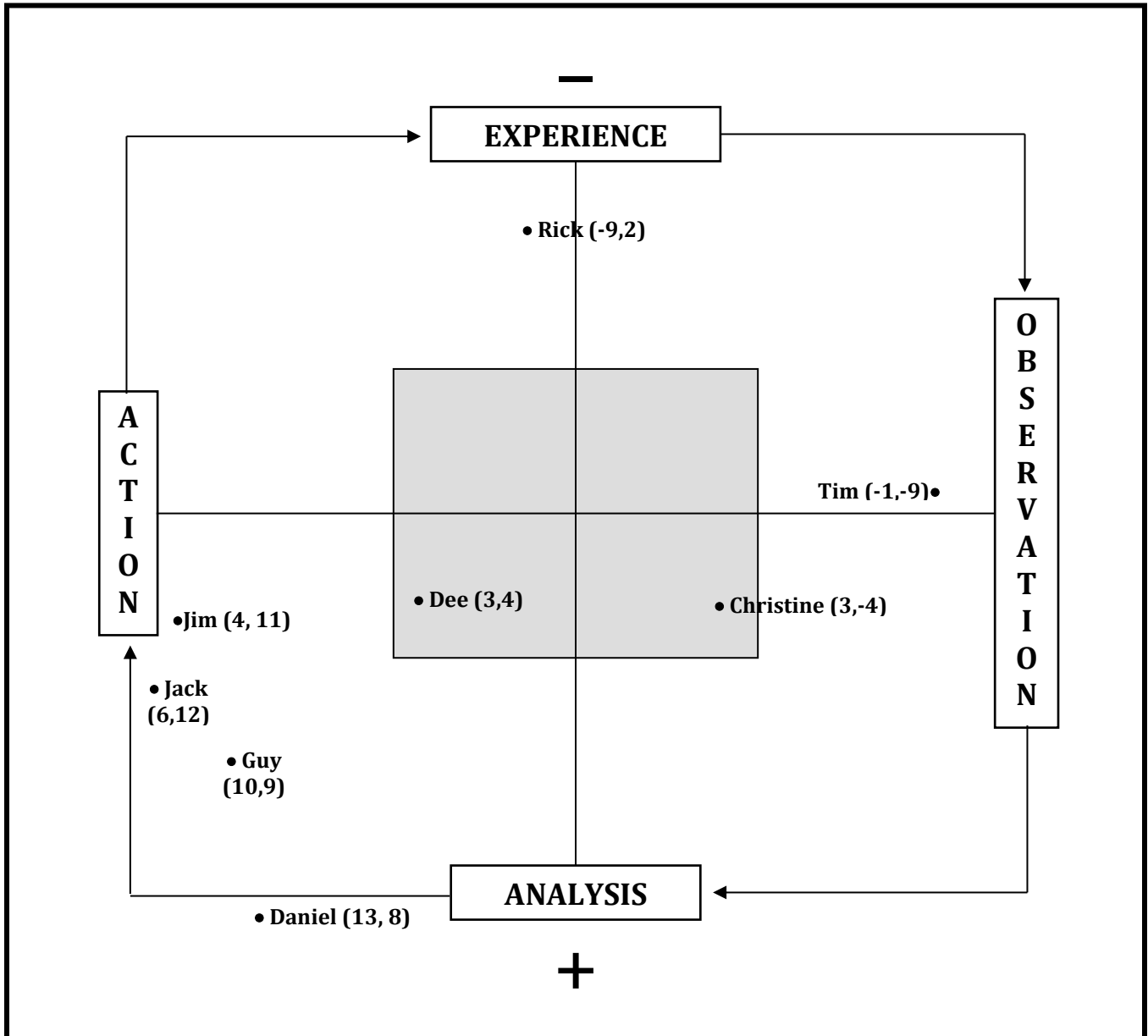
- **Concrete Experiences:** We tend to rely heavily on our concrete experiences until there is a failure. We then recognize that a problem exists. We continue to experience that problem until it reaches a critical level. We may utilize our past experiences to try to alleviate the situation.
- **Reflective 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**

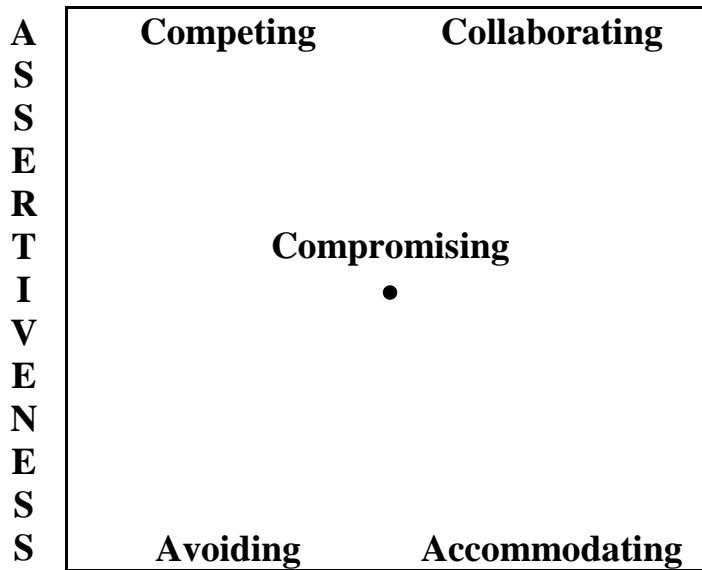
- The extent to which individuals attempt to satisfy their own concerns.

**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:**

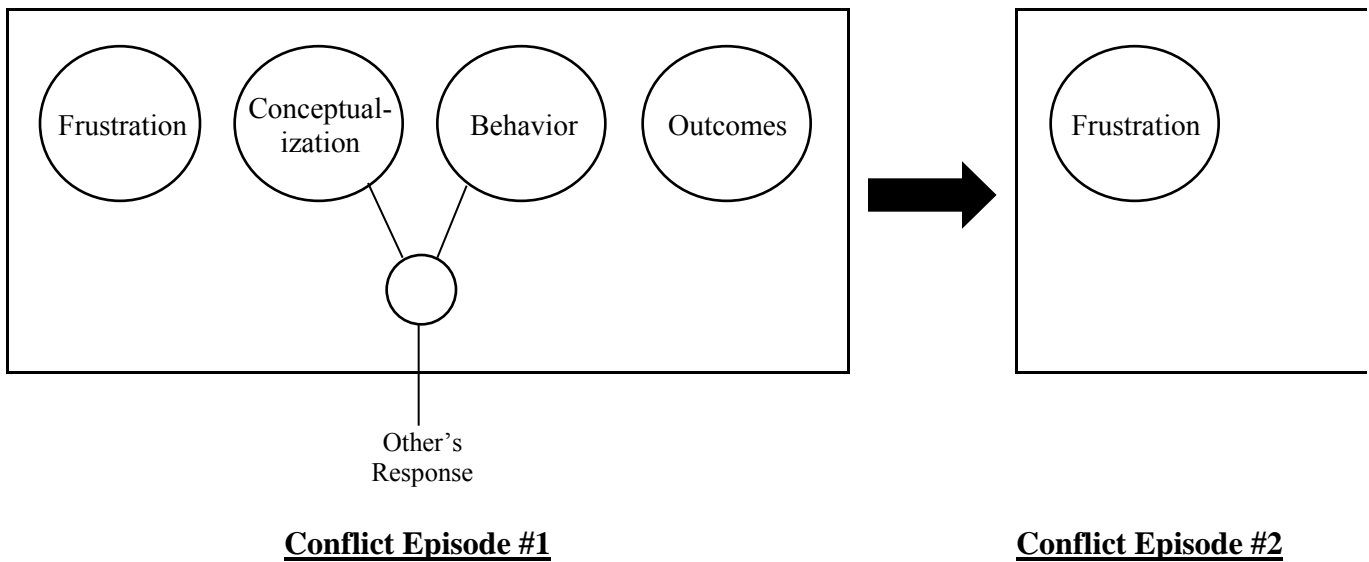
- Some people may feel defeated, demeaned
- The distance between people may be increased
- A climate of distrust, anxiety and suspicion may develop
- Turbulence may cause some good people to leave their jobs
- People or departments that ought to cooperate may become concerned only with their narrow interests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

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## **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**

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## **COUNCIL PROTOCOLS: DAILY OPERATING GUIDELINES**

# Mayor and City Council Protocol Operating Guidelines

<b>Protocol 1</b>	<b>Simple Information</b>
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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.

<b>Protocol 2</b>	<b>Research on a Topic</b>
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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.

<b>Protocol 3</b>	<b>Citizen Service Request</b>
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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.

<b>Protocol 4</b>	<b>Council Agenda</b>
-------------------	-----------------------

- 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.

<b>Protocol 5</b>	<b>Urgent Information</b>
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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.

<b>Protocol 6</b>	<b>Communications: Council and Staff</b>
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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.

<b>Protocol 7</b>	<b>Employee Contact</b>
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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

<b>Protocol 8</b>	<b>Email</b>
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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)**

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### **FOCUS ON . . .**

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

# Work Session – Typology

<b>WORK SESSION TYPE I PRE-REPORT</b>	<b>WORK SESSION TYPE II DRAFT REPORTS</b>	<b>WORK SESSION TYPE III BRIEFING</b>
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;"><b><u>TOPICS:</u></b></p> <ol style="list-style-type: none"> <li>1. Define the Problems</li> <li>2. Identify Issues</li> <li>3. Establish Parameters and Guidelines</li> <li>4. Focus on Possible Outcomes</li> <li>5. Outline Process and Possible Next Steps</li> <li>6. Decide Whether or Not Worth Pursuing</li> </ol>	<p style="text-align: center;"><b><u>TOPICS:</u></b></p> <ol style="list-style-type: none"> <li>1. Present Background Information</li> <li>2. Review and Highlights of Analysis and Options</li> <li>3. Review and Refine Recommendations</li> <li>4. Finalize Desired Goals and Outcomes</li> <li>5. Outline Next Steps</li> </ol>	<p style="text-align: center;"><b><u>TOPICS:</u></b></p> <ol style="list-style-type: none"> <li>1. Present Background</li> <li>2. Discuss Topics</li> <li>3. Explore City’s Role or Need for Action</li> <li>4. Focus on Overall Policy Direction and Guidelines</li> </ol>

# **SECTION 6**

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## **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”*

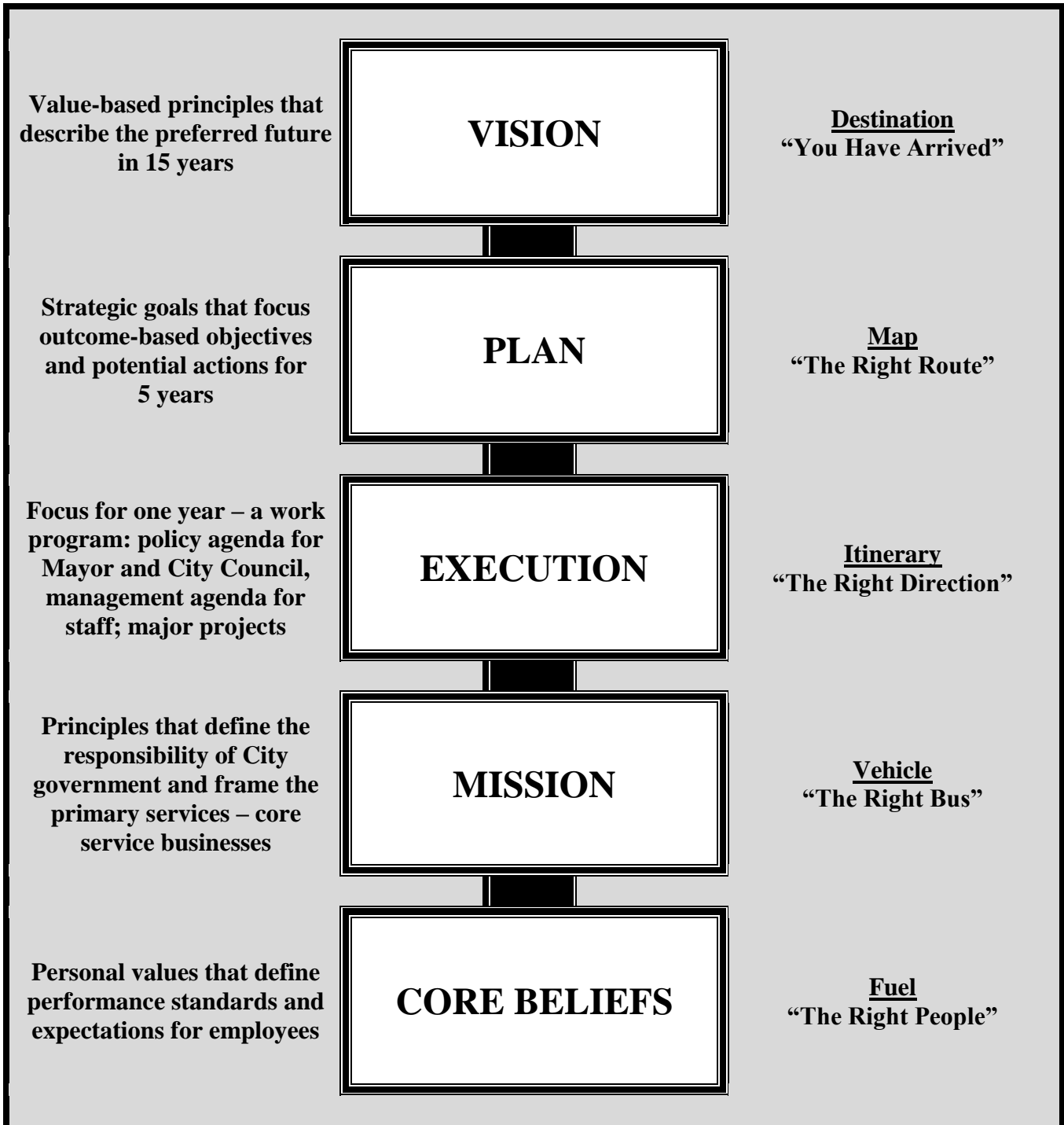
**MISSION**

*“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**

# Formulas for Strategic Planning

<b>P</b>	<b>≠</b>	<b>F</b>
<b>Past</b>		<b>Future</b>
-----		
<i><b>FOCUS ON THE FUTURE</b></i>		

<b>W<sub>1</sub></b>	<b>+</b>	<b>W<sub>2</sub></b>	<b>=</b>	<b>0</b>
<b>Why</b>		<b>What If</b>	<b>Lead to</b>	<b>Nothing</b>
-----				
<i><b>FOCUS ON WHAT → HOW</b></i>				

<b>S</b>	<b>=</b>	<b>R</b>	<b>–</b>	<b>E</b>
<b>Satisfaction</b>		<b>Reality</b>	<b>Compared To</b>	<b>Expectation</b>
-----				
<i><b>BUILD MOMENTUM THROUGH LITTLE SUCCESSES</b></i>				

<b>MR</b>	<b>=</b>	<b>R</b>	<b>a<sub>1</sub></b>	<b>F<sub>1</sub></b>
			<b>a<sub>2</sub></b>	<b>F<sub>2</sub></b>
		<b>...</b>		
<b>Maximum Result</b>		<b>Ready</b>	<b>Aim</b>	<b>Fire</b>
			<b>&lt;evaluate&gt;</b>	
			<b>Aim</b>	<b>Fire</b>
-----				
<i><b>HAVE AN END IN MIND – TAKE DECISIVE ACTION</b></i>				



## **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

<b>Protocol 1</b>	<b>Simple Information</b>
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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.

<b>Protocol 2</b>	<b>Research on a Topic</b>
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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.

<b>Protocol 3</b>	<b>Citizen Service Request</b>
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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.

<b>Protocol 4</b>	<b>Council Agenda</b>
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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.

<b>Protocol 5</b>	<b>Urgent Information</b>
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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.

<b>Protocol 6</b>	<b>Communications: Council and Staff</b>
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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.

<b>Protocol 7</b>	<b>Employee Contact</b>
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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.

<b>Protocol 8</b>	<b>Email</b>
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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.



**Municipal Liability Protection Plan  
 Declarations Page**

1. **PLAN MEMBER:** **City of Midwest City** **AGREEMENT NUMBER :** **GLA140053105**  
**Mailing Address:** 100 N. Midwest Blvd.  
 Midwest City, Oklahoma 73110
2. **Plan Period** From **7/1/2022 to 7/1/2023 12:01 A.M. Central Standard Time**
3. 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.

<b>COVERAGE</b>	<b>PREMIUM</b>
<u><b>GENERAL LIABILITY (PARTS I, IV, V and VI)</b></u>	<u><b>Coverages A,B,C,D, I, J, L</b></u>

- |                         |                         |
|-------------------------|-------------------------|
| A. Bodily Injury        | B. Property Damage      |
| C. Personal Injury      | D. Errors and Omissions |
| [ ] Prior Acts Coverage |                         |

<u><b>AUTOMOBILE LIABILITY (PART II)</b></u>	<u><b>Coverages E,F</b></u>
--	-----------------------------

- |  |              |
|--|--------------|
| E. Bodily and Personal Injury F. Property Damage | \$59,850     |
| [X] Hired and Non-owned Automobile Coverage      | <u>\$142</u> |

<u><b>AUTOMOBILE &amp; EQUIPMENT PHYSICAL DAMAGE (PART III)</b></u>	<u><b>Coverage G</b></u>
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- |   |                  |   |                    |                     |              |  |
|---|------------------|---|--------------------|---------------------|--------------|--|
| G. Automobile Physical Damage   | <u>\$91,616</u>  |   |                    |                     |              |  |
| <table style="border: none;"> <tr> <td style="padding-right: 10px;">1. Comprehensive</td> <td rowspan="3" style="font-size: 2em; padding: 0 10px;">}</td> <td rowspan="3">Per Fleet Schedule</td> </tr> <tr> <td>2. Specified Perils</td> </tr> <tr> <td>3. Collision</td> </tr> </table> | 1. Comprehensive | } | Per Fleet Schedule | 2. Specified Perils | 3. Collision |  |
| 1. Comprehensive  | }                |   |                    | Per Fleet Schedule  |              |  |
| 2. Specified Perils   |                  |   |                    |                     |              |  |
| 3. Collision  |                  |   |                    |                     |              |  |
| [X] Hired Auto Physical Damage Limit: \$150,000   |                  |   |                    |                     |              |  |

- |   |                          |
|---|--------------------------|
| H. Equipment Physical Damage – Per equipment schedule | <u><b>Coverage H</b></u> |
| [X] Mobile Equipment                                  | \$3,300                  |
| [X] Auto/Misc. Equipment Blanket Limit: \$2,163,802   | \$2,856                  |
| [X] Mobile Equipment Leased/Rented Limit: \$360,000   | \$630                    |

<u><b>CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE (VI)</b></u>	<u><b>Coverage K</b></u>
--	--------------------------

- |                              |         |
|------------------------------|---------|
| K. See Cyber/Data Breach DEC | \$1,350 |
|------------------------------|---------|

<u><b>Limits of Liability, subject to the GOVERNMENTAL TORT CLAIMS ACT: A,B,E,F</b></u>	<u><b>Total Premium</b></u>
---	-----------------------------

- |   |           |
|---|-----------|
| \$125,000 Each Other Loss Per Occurrence <b>Coverages A,E</b>                                     | \$159,744 |
| \$25,000 Each Property Damage Loss Per Occurrence, including Fire Legal <b>Coverages B,F</b>      |           |
| \$1,000,000 Aggregate Per Occurrence <b>Coverages A,B,E,F (No Annual Aggregate)</b>               |           |
| <u><b>Limits of liability not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT: C,D,K</b></u> |           |
| \$1,000,000 Each Other Loss Per Occurrence <b>Coverages C,D</b>                                   |           |
| \$2,000,000 Annual Aggregate <b>Coverages C,D</b>   |           |
| See Cyber DEC Cyber/Data Breach Coverage  |           |

5. **DEDUCTIBLES**

- Coverages A,B,E,F: No Deductible, except sanitary sewer overflows and electrical disruptions, which are subject to the Deductible of C & D.
- Coverages C,D: Per Occurrence
- Coverages G,H: Per Schedule
- Coverage K: Per Applicable Cyber/Data Breach Deductible

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

RESOLUTION NO. \_\_\_\_

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG  
RECOGNITION PROGRAM

WHEREAS the City of Midwest City believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

WHEREAS: City of Midwest City participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is the City of Midwest City's provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the City of Midwest City is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MIDWEST CITY COUNCIL THAT THE CITY OF MIDWEST CITY REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM OF 2021.

ADOPTED by the City of Midwest City Council of the City of Midwest City on this 28 day of June, 2022, after full compliance with the Oklahoma Open Meeting Act.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



## CITY OF MIDWEST CITY MEETINGS

FOR JUNE 28, 2022

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Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel: [bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity).

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

To make a special assistance request, call 739-1220 or email [tanderson@midwestcityok.org](mailto:tanderson@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

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



### CITY COUNCIL AGENDA

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

June 28, 2022 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Megan Bain

Ward 4 Sean Reed

Ward 5 Sara Bana

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School ROTC Cadets
- Community-related announcements and comments
- Mayoral Proclamations: Retiree Michele Keyes



- 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 Council member requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion and consideration, including any amendments, of approving the amended minutes from May 11, 2021. (City Clerk - S. Hancock)
  2. Discussion and consideration for adoption, including any possible amendments, of the June 14, 2022 meeting minutes. (City Clerk - S. Hancock)
  3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of May 2022. (Finance - T. Cromar)
  4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Gov't Sales Tax Fund, revenue/Transfers In (09) \$346; expenditures/Street (09) \$346; revenue/Transfers In (10) \$14,900; expenditures/Animal Welfare (10) \$14,900; revenue/Transfers In (16) \$7,396; expenditures/Information Technology (16) \$7,396. 2018 Election GO Bonds Fund, expenditures/29<sup>th</sup> Street (92) \$30,173. General Fund, revenue/Transfers In (00) \$1,291,483; expenditures/Transfers Out (00) \$3,933,522. Police Department Fund, revenue/Transfers In (00) \$1,460,108. Fire Department Fund, revenue/Transfers In (00) \$1,181,931. Hotel-Motel Fund, revenue/Taxes (00) \$96,385; expenditures/Transfers Out (87) \$96,385. Park & Recreation Fund, revenue/Transfers In (00) \$13,494. Conv/Visitors Bureau Fund, revenue/Transfers In (00) \$53,975. MWC Welcome Center Fund, revenue/Transfers In (00) \$28,916. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$983,234; expenditures/Sales Tax Capital Improv. (00) \$770. Capital Improvements Fund, revenue/Transfers In (00) \$318,902. Street and Alley Fund, revenue/Transfers In (00) \$25,000. Interservice Fund, revenue/Charges for Services (00) \$118,135; expenditures/Fleet Maintenance (25) \$118,135. Grants Fund, revenue/Intergovernmental (14) \$4,929,120; expenditures/Transfers Out (14) \$4,929,120. Disaster Relief Fund, revenue/Transfers In (00) \$4,929,120. (Finance - T. Cromar)
  5. Discussion and consideration for adoption, including any amendments, of adopting a resolution, designating a site for the temporary City Council Chambers at the Court Room at City Hall, with the Midwest City Community Center designated as a backup and to temporarily move the meetings of the City Council, and any Trusts or Authorities to the temporary City Council Chambers for the months of July, August, September and October of 2022. (City Attorney – D. Maisch)
  6. Discussion and consideration, including any amendment, 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 2022-2023 fiscal year for the amount of \$42,000 per year. There are no changes from the current contract and the proposed contract. (Risk Management - L. Smithson)

7. Discussion and consideration, including any amendment, 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 2022-2023 fiscal year at an annual cost of \$142,664 for a self-insured retention of \$250,000 per occurrence. (Risk Management - L. Smithson)
8. Discussion and consideration, including any amendment, of renewing 1) a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$318,330 and 2) a vehicle and equipment policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$159,744 for fiscal year 2022-2023 with Oklahoma Municipal Assurance Group (OMAG). (Risk Management - L. Smithson)
9. Discussion and consideration, including any amendment, of renewing excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2022-2023 fiscal year at an annual cost of \$186,744 for self-insured retention of \$450,000 per claim for all employees. There are no changes from the current policy and the proposed policy. (Risk Management - L. Smithson)
10. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
11. Discussion and consideration for adoption, including any possible amendment, of a Programmatic Agreement with the Oklahoma State Historic Preservation Office and the Oklahoma Archeological Survey regarding the administration of certain HUD-funded activities. (Grants Management - T. Craft)
12. Discussion and consideration, including any amendment thereto, of renewing for fiscal year 2022-23 for the Departments of Community Development and Engineering and Construction Services Contracts with, RL Shears and HW. Lochner. (Community Development – B. Harless)
13. Discussion and consideration, including any possible amendment to, an agreement with the Oklahoma County Board of County Commissioners, continuing for FY 22-23 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County. No fees apply. (Fire - B. Norton)
14. Discussion and consideration for adoption, including any possible amendment of supplement 1 to the contract with Poe and Associates, Inc. in an increase of \$50,708 for a total contract price of \$215,741 for the purposes of developing construction plans for the Midwest Boulevard resurfacing project. (Engineering & Construction Services - B. Bundy)

15. Discussion and consideration of approving and entering, including any amendment thereto, into an agreement with US Geological Survey (USGS) for installation and maintenance of two stream Gaging Stations at no cost for a term of 10 years and 11 months. (Engineering & Construction Services - B. Bundy)
16. Discussion and consideration for adoption, including any possible amendment, of change order #6 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increase of \$30,172.86 and add 12 days of time. (Engineering & Construction Services - B. Bundy)
17. Discussion and consideration for adoption, including any possible amendment, to approve the annual water meter schedule of fees as stated per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc. (Public Works - R. Paul Streets)
18. Discussion and consideration for adoption, including any possible amendment, of renewing a contract with modifications for FY 22-23 Midstate Traffic Control, Inc. for traffic signal maintenance. (Public Works - R. Paul Streets)
19. Discussion and consideration for adoption, including any possible amendment, of renewing a contract, with modifications, for FY 22-23 Public Works General and Emergency Services with Silver Star Construction Company. (Public Works - R. Paul Streets)
20. Discussion and consideration of approving, including any possible amendment, a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital-Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2022 through June 30, 2023 for \$220,774.80 per year. (Emergency Management - D. Wagner)
21. Discussion and consideration, including any amendment, of renewing contracts for FY 2022-2023 with Azteca Systems, LLC, First Amendment, for Cityworks maintenance in the amount of \$168,000.00 and Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$170,693.46. (Information Technology - A. Stephenson)
22. Discussion and consideration, including any amendment thereto, of reappointing Jim McWhirter and Joel Bryant to the Builders' Advisory Board for an additional three-year term. (Engineering & Construction Services - B. Bundy)
23. Discussion and consideration including any possible amendment of, declaring (7) Chevrolet Impalas (and their contents) as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Chief Police - S. Porter)
24. Discussion and consideration for adoption, including any possible amendment of, declaring a janitor cart, two tables, a book shelf, an office chair, a printer stand, a two drawer filing cabinet, and a Savin C4503 copier, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

D(a). DISCUSSION ITEMS.

1. (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot. (Community Development - B. Harless)
2. (PC – 2114) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial zoning district, for the property described as Lot 2 and the North 95 feet of the West 15 feet of Lot 3, McCorkle Park Addition, addressed as 2224 South Air Depot. (Community Development - B. Harless)
3. (PC-2115) Public hearing with discussion and consideration, including any amendment, of an ordinance to redistrict from R-6, Single Family Detached Residential, to C-3, Community Commercial zoning district for the unplatted property described as the South Half (S/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section One, Township Eleven, North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma addressed as 9809 S.E. 15th Street. (Community Development Director B. Harless)
4. Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at **512 E ERCOUBE DR** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site. (Neighborhood Services - M. Stroh)
5. Discussion and consideration for adoption, including any possible amendment of, awarding and entering into a contract for the construction of the Tactical Burn Building at the Police and Fire Training Center located off SE 15th Street behind the City of Midwest City Public Works Department to Lonestar Tactical Buildings LLC in the amount of \$561,806.03. (Fire - B. Norton)
6. Discussion and consideration for adoption, including any possible amendment of, awarding and entering into a contract for the construction of the Police and Fire Training Center located off SE 15th behind the City of Midwest City Public Works Department to Shiloh Enterprises, Inc. in the amount of \$3,477,000.00. (Fire - B. Norton)
7. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects. Informational item only. (City Manager - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

F. EXECUTIVE SESSION.

1. Discussion and consideration 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. (City Manager - T. Lyon)

D(b). DISCUSSION ITEMS.

1. Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025. (Human Resources - T. Bradley)
2. Discussion and consideration of approving, including any possible amendment, a 6.0 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2022. (Human Resources - T. Bradley)

G. FURTHER INFORMATION.

1. Review of the May 3rd Planning Commission Meeting Minutes. (Community Development - B. Harless)
2. Monthly Residential and Commercial Building report for May 2022. (Engineering & Construction Services - B.Bundy)

H. ADJOURNMENT.



CONSENT AGENDA





City Clerk Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1240  
fax 405.869.8655

TO: Honorable Mayor and Council  
FROM: Sara Hancock, City Clerk  
DATE: June 28, 2022  
SUBJECT: Discussion and consideration, including any amendments, of approving the amended minutes from May 11, 2021.

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Attached are the approved minutes from May 11, 2021. Upon review, a scrivener's error was noticed. The title language is incorrect and needs updated as follows: Discussion and consideration of various City and multiple Authority budgets for the 2021-22 fiscal year.

Action is at the discretion of the Council.

Sara Hancock  
Sara Hancock, City Clerk



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

**City of Midwest City Council Minutes**  
**Special Meeting**

May 11, 2021

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	Asst. City Manager Vaughn Sullivan
Ward 3 Española Bowen	Ward 6 Rick Favors	Director of Operations Ryan Rushing
		Finance Director Tiatia Cromar

**DISCUSSION ITEM.**

1. **Discussion and consideration of a presentation and solicitation of input regarding a revised proposed General Obligation Bond issue and Charter changes to be voted upon at the May 11, 2021 ballot by the residents of Midwest City.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

**Adjournment.** There being no further business, Mayor Dukes adjourned at 9:16 PM.

ATTEST:

  
SARA HANCOCK, City Clerk



  
MATTHEW D. DUKES II, Mayor



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

**City of Midwest City Council Minutes**  
**Special Meeting**

May 11, 2021

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	Asst. City Manager Vaughn Sullivan
Ward 3 Española Bowen	Ward 6 Rick Favors	Director of Operations Ryan Rushing
		Finance Director Tiatia Cromar

**DISCUSSION ITEM.**

1. **Discussion and consideration of various City and multiple Authority budgets for the 2021-22 fiscal year.**

Staff briefed the Councilmembers on various budget items and the Councilmembers sought clarification and discussed individual items with Staff. No action was taken.

**Adjournment.** There being no further business, Mayor Dukes adjourned at 9:16 PM.

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 14, 2022

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:

Ward 1 Susan Eads	Ward 4 Sean Reed*	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	City Clerk Sara Hancock
Ward 3 Megan Bain	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Eads. Staff and Council made community-related announcements and comments. Mayor Dukes presented the Mayoral Certificate of Achievement to Seamus Donahue.

At 6:11 PM Reed left the meeting and returned at 6:11 PM.

CONSENT AGENDA. Eads made a motion to approve the consent agenda with exception of #2 and #3, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

1. Discussion and consideration for adoption, including any possible amendments, of the May 24, 2022 meeting minutes.
4. Discussion and consideration, including any amendment thereto, of approving Change Order #01, delaying start date to July 5, 2022, with the Oklahoma Department of Transportation for STP-255D(479)AG, State Job Number 33124(04), Reno Avenue resurfacing project for \$0.00.
5. Discussion and consideration, including any amendment thereto, of approving Change Order #02, adding intersection upgrades, with the Oklahoma Department of Transportation for STPG-255B(554)AG, State Job Number 35192(04), Traffic Signal Project for \$22,500.
6. Discussion and consideration, including any amendment, of appointing AJ Bailey to the Midwest City Tree Board for a three-year term ending on June 10, 25.
7. Discussion and consideration, including any amendments, of 1) appointing Mr. Steve Carano and Ms. Espaniola Bowen, both qualified electors residing in Oklahoma County, to represent the City of Midwest City (MWC) on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) replacing two current incumbents; and 2) authorizing the submission of Mr. Steve Carano and Ms. Espaniola Bowen as the new representatives for MWC to the Cleveland County district judge for final appointment to the Board of Directors of the COMCD for four year terms ending on July 28, 2026.
8. Discussion and consideration of entering into, including any possible amendment, an agreement with Ready to Work, LLC, for staffing of temporary employees on an as needed basis for the FY 22-23 with the option of renewing for four additional one-year periods.

2. **Discussion and consideration, including any amendment, of renewing a contract without modifications for FY 2022-2023, with O'Reilly Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$1,200,000.00.** Lyon addressed the Council. After Staff and Council discussion, Eads made a motion to approve renewing the contract, seconded by Byrne. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.
3. **Discussion and consideration, including any possible amendment, to change the name of Frolich Park to C. Viewins Memorial Park.** Sullivan addressed the Council. After Staff and Council discussion, Eads made a motion to approve the park name to Frolich - C. Viewins Memorial Park, with no future name changes, until a policy is in place for such procedures, seconded by Byrne. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

#### DISCUSSION ITEM.

1. **Public hearing with discussion and consideration of adopting a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2022-2023 in the amount of \$118,572,321 and establishing budget amendment authority.** Cromar and Lyon addressed the Council. After Staff and Council discussion, Reed made a motion to approve Resolution 2022-11, seconded by Bana. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

#### NEW BUSINESS/PUBLIC DISCUSSION.

Tom Pomelow of 1335 Verna Marie Dr. address the council concerning need for crosswalks.

\*Reed left and returned to seat at 6:40 PM. Never left council area.

Reed made a motion to recess at 6:41 PM, seconded by Eads. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Council reconvened meeting at 6:48 PM.

#### 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.**

Eads made a motion to enter into Executive Session at 6:48 PM, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none.

Byrne made a motion to return to open session at 7:33 PM, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

Byrne made a motion to direct City Manager and Staff to proceed as discussed, seconded by Reed. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:34 PM.

ATTEST:

\_\_\_\_\_  
MATTEW D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of May 2022.

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

**2018 Election G.O. Bond (270)** decreased because of the payments for:

Various Capital Outlay <\$1,205,765>

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

Series 2019A interest payment	<\$250,125>
Series 2019A principal payment	<\$725,000>
Series 2020A interest payment	<\$75,063>
Series 2020A principal payment	<\$225,000>
Series 2021A interest payment	<\$187,400>

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

Compounded Principal (9010) - unrealized gain on investment	\$39,517
Discretionary (9050) - unrealized gain on investment	\$15,253

*Tiatia Cromar*

Tiatia Cromar  
Finance Director/ City Treasurer

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2022

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	6,133,579	-	4,541,773	3,516,200	(1,924,394)	1,591,806	6,133,579
10	GENERAL	13,308,514	(157,878)	10,404,097	39,865,192	(37,118,652)	2,746,539	13,150,636
11	CAPITAL OUTLAY RESERVE	730,586	-	741,398	1,649	(12,461)	(10,812)	730,586
13	STREET AND ALLEY FUND	1,505,527	-	1,617,200	581,296	(692,969)	(111,673)	1,505,527
14	TECHNOLOGY FUND	591,306	-	433,563	301,134	(143,391)	157,743	591,306
15	STREET LIGHT FEE	1,450,014	-	1,747,738	546,734	(844,458)	(297,724)	1,450,014
16	REIMBURSED PROJECTS	1,244,935	(7)	1,055,221	483,485	(293,778)	189,707	1,244,928
17	29TH & DOUGLAS PROPERTY	3,065	-	291	10,007	(7,232)	2,774	3,065
20	MWC POLICE DEPARTMENT	10,503,868	(7,042)	8,840,718	16,835,567	(15,179,458)	1,656,109	10,496,827
21	POLICE CAPITALIZATION	1,479,738	-	724,080	1,519,674	(764,016)	755,658	1,479,738
25	JUVENILE FUND	70,247	-	38,163	61,271	(29,186)	32,084	70,247
30	POLICE STATE SEIZURES	102,141	-	87,864	19,613	(5,336)	14,277	102,141
31	SPECIAL POLICE PROJECTS	81,818	-	87,241	4,343	(9,767)	(5,423)	81,818
33	POLICE FEDERAL PROJECTS	46,581	-	48,467	49	(1,935)	(1,886)	46,581
34	POLICE LAB FEE FUND	30,430	-	25,123	11,060	(5,753)	5,307	30,430
35	EMPLOYEE ACTIVITY FUND	17,705	(836)	24,677	5,639	(13,448)	(7,809)	16,869
36	JAIL	205,850	-	148,088	105,392	(47,631)	57,762	205,850
37	POLICE IMPOUND FEE	109,960	-	114,337	37,623	(41,999)	(4,377)	109,960
40	MWC FIRE DEPARTMENT	7,287,444	(4)	5,798,220	13,153,206	(11,663,986)	1,489,220	7,287,440
41	FIRE CAPITALIZATION	1,730,936	-	1,263,814	833,831	(366,709)	467,122	1,730,936
45	MWC WELCOME CENTER	368,940	-	337,163	160,955	(129,179)	31,776	368,940
46	CONV / VISITORS BUREAU	376,008	-	276,171	299,594	(199,757)	99,837	376,008
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	501,944	-	710,068	433,810	(641,934)	(208,124)	501,944
61	STORM WATER QUALITY	1,275,035	-	1,183,745	728,238	(636,947)	91,290	1,275,035
65	STREET TAX FUND	2,061,617	-	1,868,157	500,439	(306,979)	193,460	2,061,617
70	EMERGENCY OPER FUND	1,074,521	-	838,966	740,741	(505,186)	235,555	1,074,521
75	PUBLIC WORKS ADMIN	815,203	-	630,577	1,377,689	(1,193,064)	184,625	815,203
80	INTERSERVICE FUND	737,967	-	718,232	2,638,855	(2,619,120)	19,735	737,967
81	SURPLUS PROPERTY	595,159	(474,477)	119,209	46,644	(45,170)	1,474	120,682
115	ACTIVITY FUND	395,161	(156)	358,955	145,985	(109,935)	36,050	395,005
123	PARK & RECREATION	1,873,807	(150)	723,200	1,589,807	(439,350)	1,150,457	1,873,657
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	712,220	(712,220)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	184,107	(192)	169,787	68,721	(54,594)	14,128	183,915
143	GRANT FUNDS	95,217	(35,217)	60,000	166,662	(166,662)	-	60,000

City of Midwest City  
Financial Summary by Fund  
for Period Ending May, 2022  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,959,770	-	2,538,212	934,156	(512,597)	421,559	2,959,770
172	CAP. WATER IMP-WALKER	2,117,726	-	1,703,191	415,681	(1,145)	414,536	2,117,726
178	CONST LOAN PAYMENT REV	3,795,822	(25,605)	3,428,570	644,030	(302,382)	341,648	3,770,218
184	SEWER BACKUP FUND	78,413	-	80,124	179	(1,890)	(1,711)	78,413
186	SEWER CONSTRUCTION	6,217,833	-	5,345,887	1,308,359	(436,412)	871,946	6,217,833
187	UTILITY SERVICES	536,897	(924)	465,084	1,063,984	(993,094)	70,889	535,973
188	CAP. SEWER IMP.-STROTH	1,428,594	-	746,433	715,117	(32,956)	682,161	1,428,594
189	UTILITIES CAPITAL OUTLAY	2,483,737	(133,232)	2,128,425	376,043	(153,962)	222,081	2,350,505
190	MWC SANITATION DEPARTMENT	5,687,824	-	4,703,029	7,242,673	(6,257,878)	984,795	5,687,824
191	MWC WATER DEPARTMENT	4,082,798	-	3,857,782	6,296,276	(6,071,261)	225,015	4,082,798
192	MWC SEWER DEPARTMENT	4,225,483	(257)	2,796,457	7,261,277	(5,832,507)	1,428,770	4,225,226
193	MWC UTILITIES AUTHORITY	1,011,852	-	951,918	60,752	(818)	59,934	1,011,852
194	DOWNTOWN REDEVELOPMENT	576,876	(5,045)	579,446	1,296	(8,912)	(7,616)	571,831
195	HOTEL/CONFERENCE CENTER	637,115	(1,295,769)	(249,597)	1,630,032	(2,039,089)	(409,057)	(658,654)
196	HOTEL 4% FF&E	658,486	(338,252)	601,751	4,860,074	(5,141,591)	(281,517)	320,235
197	JOHN CONRAD REGIONAL GOLF	161,083	(148,333)	176,484	413,460	(577,194)	(163,734)	12,750
201	URBAN RENEWAL AUTHORITY	48,693	-	21,797	98,788	(71,892)	26,896	48,693
202	RISK MANAGEMENT	1,063,198	(37)	1,322,592	855,296	(1,114,727)	(259,431)	1,063,161
204	WORKERS COMP	3,875,473	-	3,795,625	720,155	(640,307)	79,848	3,875,473
220	ANIMALS BEST FRIEND	79,642	-	66,529	22,980	(9,867)	13,113	79,642
225	HOTEL MOTEL FUND	-	-	-	529,238	(529,238)	-	-
230	CUSTOMER DEPOSITS	1,572,416	(1,572,416)	-	3,461	(3,461)	-	-
235	MUNICIPAL COURT	86,902	(86,902)	-	203	(203)	-	-
240	L & H BENEFITS	2,529,749	(83,695)	1,440,177	9,752,521	(8,746,645)	1,005,876	2,446,053
250	CAPITAL IMP REV BOND	4,229,723	(44,706,502)	(40,093,181)	14,718,082	(15,101,681)	(383,598)	(40,476,779)
269	2002 G.O. STREET BOND	281,356	-	316,717	679	(36,040)	(35,361)	281,356
270	2018 ELECTION G.O. BOND	14,071,793	(416,901)	28,243,801	280,474	(14,869,382)	(14,588,908)	13,654,893
271	2018 G.O. BONDS PROPRIETARY	1,921,023	(202,219)	7,103,148	13,861	(5,398,204)	(5,384,343)	1,718,804
272	2022 ISSUE G.O. BOND	5,578,707	-	-	5,703,372	(124,665)	5,578,707	5,578,707
310	DISASTER RELIEF	6,496,093	(185,123)	8,912,238	353	(2,601,621)	(2,601,268)	6,310,970
340	REVENUE BOND SINKING FUND	-	-	-	6,270,186	(6,270,186)	-	-
350	G. O. DEBT SERVICES	2,769,847	(14,576)	2,395,523	3,596,950	(3,237,202)	359,748	2,755,271
352	SOONER ROSE TIF	1,448,861	-	758,227	1,091,147	(400,514)	690,634	1,448,861
353	ECONOMIC DEV AUTHORITY	55,018,389	(50,233,492)	3,984,950	1,211,584	(411,638)	799,946	4,784,897
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	107,685,825	(4,689)	125,576,655	(4,072,538)	(13,822,980)	(17,895,518)	107,681,137
425-9050	MWC HOSP AUTH-DISCRETIONARY	19,047,294	(5,087)	19,799,495	285,785	(1,043,074)	(757,288)	19,042,206
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,257,000	-	9,244,883	1,309,972	(297,853)	1,012,119	10,257,002
425-9080	MWC HOSP AUTH GRANTS	135,671	-	152,847	633,082	(650,258)	(17,176)	135,671
	TOTAL	331,852,922	(100,135,012)	248,637,550	163,752,344	(180,671,982)	(16,919,637)	231,717,913



**Finance Department**

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Gov't Sales Tax Fund, revenue/Transfers In (09) \$346; expenditures/Street (09) \$346; revenue/Transfers In (10) \$14,900; expenditures/Animal Welfare (10) \$14,900; revenue/Transfers In (16) \$7,396; expenditures/Information Technology (16) \$7,396. 2018 Election GO Bonds Fund, expenditures/29<sup>th</sup> Street (92) \$30,173. General Fund, revenue/Transfers In (00) \$1,291,483; expenditures/Transfers Out (00) \$3,933,522. Police Department Fund, revenue/Transfers In (00) \$1,460,108. Fire Department Fund, revenue/Transfers In (00) \$1,181,931. Hotel-Motel Fund, revenue/Taxes (00) \$96,385; expenditures/Transfers Out (87) \$96,385. Park & Recreation Fund, revenue/Transfers In (00) \$13,494. Conv/Visitors Bureau Fund, revenue/Transfers In (00) \$53,975. MWC Welcome Center Fund, revenue/Transfers In (00) \$28,916. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$983,234; expenditures/Sales Tax Capital Improv. (00) \$770. Capital Improvements Fund, revenue/Transfers In (00) \$318,902. Street and Alley Fund, revenue/Transfers In (00) \$25,000. Interservice Fund, revenue/Charges for Services (00) \$118,135; expenditures/Fleet Maintenance (25) \$118,135. Grants Fund, revenue/Intergovernmental (14) \$4,929,120; expenditures/Transfers Out (14) \$4,929,120. Disaster Relief Fund, revenue/Transfers In (00) \$4,929,120.

The first supplement is needed to reclassify expenditures for capital outlay items purchased through non-capital outlay accounts by Street Department, Animal Welfare and Information Technology during fiscal year 2021-2022. The second supplement is needed to increase expenditure budget for a change order to the Town Ctr Park project with funding coming from bond interest. The third through fifth supplements are needed to increase budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures. The sixth through ninth supplements are needed to increase budget for transfers in and transfers out from the Hotel-Motel Tax to end FY 21-22 revenues and expenditures. The tenth through eleventh supplements are needed to increase budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax and additional expenditures to end FY 21-22. The twelfth supplement is needed to increase the budget for the transfers in for additional water line breakage expenditures to end FY 21-22. The thirteenth supplement is needed to increase the budget for the revenues and expenditures to end FY 21-22. The fourteenth through fifteenth supplements are needed to increase the revenue and transfer out of Fund 143 and transfer in to Fund 310 for the 2<sup>nd</sup> half of American Rescue Plan Act Funds.

Tiatia Cromar

Finance Director



**SUPPLEMENTS**

**June 28, 2022**

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
09	Transfers In	346			
09	Street			346	
10	Transfers In	14,900			
10	Animal Welfare			14,900	
16	Transfers In	7,396			
16	Information Technology			7,396	
		<u>22,642</u>	<u>0</u>	<u>22,642</u>	<u>0</u>

**Explanation:**  
To budget reclass of capital outlay items purchased out of non-capital outlay accounts by Street Department, Animal Welfare and Information Technology during fiscal year 2021-2022.

Fund 2018 ELECTION GO BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
92	29th Street			30,173	
		<u>0</u>	<u>0</u>	<u>30,173</u>	<u>0</u>

**Explanation:**  
To increase budget for a change order to the Town Ctr Park project. Funding to come from bond interest.

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	1,291,483			
00	Transfers Out			3,933,522	
		<u>1,291,483</u>	<u>0</u>	<u>3,933,522</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures.

Fund POLICE DEPT (020)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	1,460,108			
		<u>1,460,108</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures.

Fund FIRE DEPT (040)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	1,181,931			
		<u>1,181,931</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures.

**SUPPLEMENTS**

**June 28, 2022**

Fund HOTEL-MOTEL FUND (225)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Taxes	96,385			
87	Transfers Out			96,385	
		<u>96,385</u>	<u>0</u>	<u>96,385</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 21-22 revenues and expenditures.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	13,494			
		<u>13,494</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 21-22 revenues and expenditures.

Fund CONV/VISITORS BUREAU (046)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	53,975			
		<u>53,975</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 21-22 revenues and expenditures.

Fund MWC WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	28,916			
		<u>28,916</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 21-22 revenues and expenditures.

Fund SALES TAX CAPITAL IMPROV. (340)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers Out			983,234	
00	Sales Tax Capital Improv.			770	
		<u>0</u>	<u>0</u>	<u>984,004</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax and additional expenditures to end FY 21-22.

**SUPPLEMENTS**

**June 28, 2022**

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	318,902			
		<u>318,902</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 21-22 expenditures.

Fund STREET AND ALLEY FUND (013)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	25,000			
		<u>25,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in for additional water line breakage expenditures to end FY 21-22.

Fund INTERSERVICE FUND (080)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Charges for Services	118,135			
25	Fleet Maintenance			118,135	
		<u>118,135</u>	<u>0</u>	<u>118,135</u>	<u>0</u>

**Explanation:**  
To increase the budget for the revenues & expenditures to end FY 21-22.

Fund GRANT FUNDS (143)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
14	Intergovernmental	4,929,120			
14	Transfers Out			4,929,120	
		<u>4,929,120</u>	<u>0</u>	<u>4,929,120</u>	<u>0</u>

**Explanation:**  
To increase the revenue and transfer out of Fund 143 and transfer in to Fund 310 for the 2nd half of American Rescue Plan Act Funds.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	4,929,120			
		<u>4,929,120</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the revenue and transfer out of Fund 143 and transfer in to Fund 310 for the 2nd half of American Rescue Plan Act Funds.



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Don Maisch, City Attorney

Date: June 28, 2022

RE: Discussion and consideration for adoption, including any amendments, of adopting a resolution, designating a site for the temporary City Council Chambers at the Court Room at City Hall, with the Midwest City Community Center designated as a backup and to temporarily move the meetings of the City Council, and any Trusts or Authorities to the temporary City Council Chambers for the months of July, August, September and October of 2022. (D. Maisch – City Attorney).

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The current designated City Council Chambers at City Hall are scheduled to be renovated beginning June 29, 2022. It is anticipated that the renovations of the current City Council Chambers will take four (4) months. City Ordinance Section 2-12 require that “every meeting of the council shall be held in the council chamber in the city hall.”

The Court Room at City Hall, located at the same address as the current City Council Chambers, has sufficient space to host City Council Meetings and any Trust or Authority meetings during the time when the construction is to occur. If the Court Room at City Hall is not available, the Midwest City Community Center is located on the campus of City Hall at 200 N. Midwest Blvd. in Midwest City has sufficient space to be able to accommodate the City Council and any other Trust or Authority meetings during the months of July, August, September and October of 2022.

The resolution, if adopted, would designate the Court Room at City Hall as the first option and the Community Center as a backup option for the City Council Chambers for the months of July, August, September and October of 2022.

Respectfully submitted,

Donald D. Maisch  
City Attorney

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION DESIGNATING A TEMPORARY LOCATION FOR THE CITY COUNCIL CHAMBERS.**

**WHEREAS**, on the 22nd day of March, 2022, the City Council for the City of Midwest City reviewed and approved the lowest and best bid submitted for the renovation of the City Council Chambers; and

**WHEREAS**, the City of Midwest City and the Contractor have reached an agreement and entered into a contract for the renovations of the City Council Chambers; and

**WHEREAS**, the renovations for the City Council Chambers are scheduled to commence on or after July 1, 2022; and

**WHEREAS**, the anticipated length of construction will be approximately four (4) months; and

**WHEREAS**, during the construction of the renovations of the City Council Chambers, said Chambers will not be usable for City Council and other meetings; and

**WHEREAS**, pursuant to Section 2-12 of the City Ordinances for the City of Midwest City, “[e]very meeting of the council shall be held in the council chamber in the city hall”; and

**WHEREAS**, from July 1, 2022 through October 31, 2022, the current council chambers at City Hall will not be accessible for City Council Meetings; and

**WHEREAS**, the Court Room at City Hall adjacent to the City Council Chambers has all the required space to be able to temporarily house and hold City Council Meetings.

**WHEREAS**, the Midwest City Community Center, on the City Hall campus, also has all the required space to be able to temporarily house and hold City Council Meetings.

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

That the City Council hereby designates the Court Room at City Hall at 100 N. Midwest Boulevard, Midwest City, OK, as the temporary City Council Chambers for the months of July, August, September and October of 2022;

That all regularly scheduled meetings of the Midwest City Council and all meetings for all Authorities and Trusts for the benefit of the City of Midwest City shall be held at the Court Room at City Hall adjacent to the City Council Chambers for the months of July, August, September and October of 2022;

That if the Court Room at City Hall is not available, then any regularly scheduled meetings of the Midwest City Council and all meetings for all Authorities and Trusts for the benefit of the

City of Midwest City may be held at the Midwest City Community Center, on the City Hall Campus, 200 N. Midwest Boulevard, Midwest City, OK, for the months of July, August, September and October of 2022;

That pursuant to the Oklahoma Open Records Act, all notices of City Council, Authority and Trust Meetings shall be posted in the same manner, timing and locations as if the meetings were to be held at the location being renovated. Additionally, a notice shall be posted at the either the Court Room at City Hall or the Midwest City Community Center, in a location whereby any person can see and read the notice without entering the building;

That if the renovations are completed prior to the end of October, 2022, and the renovated location, the meetings of the City Council, Authorities, Trusts and any other body may be held in the renovated City Council Chambers. If the renovations are not completed by October 31, 2022, this resolution may be revised and extended until the completion of the project;

**THIS RESOLUTION WAS PASSED AND APPROVED** by the City Council for the City of Midwest City at its regularly scheduled meeting on June 28, 2022 and signed by the Mayor for the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MIDWEST CITY

\_\_\_\_\_  
MATTHEW D. DUKES, II  
MAYOR

ATTEST:

\_\_\_\_\_  
SARA HANCOCK  
CITY CLERK

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DONALD D. MAISCH  
CITY ATTORNEY



**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

**DATE:** June 28, 2022

**RE:** Discussion and consideration, including any amendment 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 2022-2023 fiscal year for the amount of \$42,000 per year. There are no changes from the current contract and the proposed contract.

---

Attached is a copy of the administrative services agreement with Consolidated Benefits Resources to provide claims services to the City of Midwest City's self-insured workers compensation, and general liability program for the 2022-2023 fiscal year.

Staff recommends approval.

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

Lynn Smithson  
Risk Manager

# SERVICE CONTRACT

This contract is made effective July 1, 2022, between The City of Midwest City (MWC) and Two Oaks Investments, LLC, dba Consolidated Benefits Resources (CBR).

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

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

## Section A: Agreements

### *CBR Agrees To:*

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



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

*MWC Agrees To:*

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

## Section B: Service Fees

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

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

## Section C: Terms and Cancellation Rights

1. The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.
2. The term of this contract shall remain in force and effect for a period from July 1, 2022 through June 30, 2023 subject to the cancellation right in this paragraph. The contract can be renewed at the same service fee of \$3,500.00 per month for additional contract periods. Parties shall provide 60 days' notice of intent not to renew prior to end of contract periods to other party.
3. In the event MWC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.
4. In the event MWC deems that CBR is not performing its services in the industry's usual and customary manner, MWC will give CBR written notice by certified mail specifying the way MWC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, MWC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to MWC if MWC fails to perform any material obligation under this Contract and MWC fails to correct defects of their performance obligations.
5. Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.
6. This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.
7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
8. This Contract may not be assigned by CBR without the express written approval of MWC.
9. All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of MWC and shall be available for inspection or audit by MWC at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to MWC or its designee.

Official notice may be served in writing as follows:

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

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

**Section D: Signatures**

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

**City of Midwest City**

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

\_\_\_\_\_  
Date

**Consolidated Benefits Resources (CBR)**

By Richard M. Fisher  
Richard M. Fisher

6-17-2022  
Date



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / Fax: 405.869.8616

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

**DATE:** June 28, 2022

**RE:** Discussion and consideration, including any amendment, 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 2022-2023 fiscal year at an annual cost of \$142,664 for a self-insured retention of \$250,000 per occurrence.

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Attached is a public entity excess liability insurance proposal with States Self-Insurers Risk Retention Group for the City of Midwest City's general liability self-insurance plan for the 2022-2023 fiscal year. The self-insured retention for the City is \$250,000 per occurrence.

Staff recommends approval.

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

Lynn Smithson  
Risk Manager



INSURANCE PROPOSAL

<b>To:</b> City of Midwest City 100 N Midwest Blvd Midwest Ci OK 73110	<b>From:</b> Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 2700 Minneapolis, MN 55402-3332
<b>Attn:</b> Lynn Smithson	
<b>Proposal For:</b> City of Midwest City	<b>Proposal Expires On:</b> 7/1/2022

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

ONE YEAR PROPOSAL

OPTION 1

Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
\$2,000,000 /Occ	\$250,000 /Occ	\$138,509	\$4,155	\$142,664
\$4,000,000 /Agg				

OPTION 2

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

OPTION 3

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

OPTION 4

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

SPECIAL TERMS AND CONDITIONS

Occurrence Policy Form

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

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

*Jay Mathiason*

Signed

5/26/2022

Date



**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 28, 2022

RE: Discussion and consideration, and any amendment of, renewing 1) a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$318,330 and 2) a vehicle and equipment policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$159,744 for fiscal year 2022-2023 with Oklahoma Municipal Assurance Group (OMAG).

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

This fiscal year the City is insuring approximately \$211 million in buildings and contents. This is a rate of \$.15 cents per hundred dollars of value for all scheduled property.

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

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

Staff recommends approval.

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

Lynn Smithson  
Risk Manager



**Municipal Property Protection Plan  
 Declarations Page**

1. PLAN MEMBER: **City of Midwest City** AGREEMENT NUMBER: **PRO140049905**  
 Mailing Address: 100 N. Midwest Blvd.  
 Midwest City, Oklahoma 73110
2. Plan Period From 7/1/2022 to 7/1/2023 12:01 A.M. Central Standard Time
3. 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.

<b>COVERAGE</b>	<b>PREMIUM</b>
<b><u>COMMERCIAL PROPERTY COVERAGE</u></b>	
Buildings and Business Personal Property, per schedule	Limit: \$211,330,130 \$299,761
Mobile Equipment, per schedule	Limit: \$ \$
Leased/Rented Equipment	Limit: \$ \$
Miscellaneous Equipment, per schedule	Limit: \$ \$
Fine Arts, per schedule	Limit: \$148,300 \$890
<b><u>EXCESS COVERAGE</u></b>	
Business Income	\$4,725,000 per occurrence    \$4,725,000 per location \$11,813
Accounts Receivable	\$75,000 on premises    \$85,000 off premises \$188
Valuable Papers	\$75,000 on premises    \$90,000 off premises \$188
Theft/Disapp/ Destr	\$ inside    \$ outside \$
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit: \$10,000,000 \$5,490
<b><u>EQUIPMENT BREAKDOWN COVERAGE</u></b>	
Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded
	<b><u>Total Premium</u></b> \$318,330

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



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 :** GLA140053105  
**Mailing Address:** 100 N. Midwest Blvd.  
 Midwest City, Oklahoma 73110
2. **Plan Period** From 7/1/2022 to 7/1/2023 12:01 A.M. Central Standard Time
3. 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.

<b>COVERAGE</b>	<b>PREMIUM</b>
<u>GENERAL LIABILITY (PARTS I, IV, V and VI)</u>	<u>Coverages A,B,C,D, I, J, L</u>

- |                         |                         |
|-------------------------|-------------------------|
| A. Bodily Injury        | B. Property Damage      |
| C. Personal Injury      | D. Errors and Omissions |
| [ ] Prior Acts Coverage |                         |

<u>AUTOMOBILE LIABILITY (PART II)</u>	<u>Coverages E,F</u>
---------------------------------------	----------------------

- |  |              |
|--|--------------|
| E. Bodily and Personal Injury F. Property Damage | \$59,850     |
| [X] Hired and Non-owned Automobile Coverage      | <u>\$142</u> |

<u>AUTOMOBILE &amp; EQUIPMENT PHYSICAL DAMAGE (PART III)</u>	<u>Coverage G</u>
--	-------------------

- |   |                      |
|---|----------------------|
| G. Automobile Physical Damage                           | <u>\$91,616</u>      |
| 1. Comprehensive<br>2. Specified Perils<br>3. Collision | } Per Fleet Schedule |
| [X] Hired Auto Physical Damage Limit: \$150,000         |                      |

- |   |                   |
|---|-------------------|
| H. Equipment Physical Damage – Per equipment schedule | <u>Coverage H</u> |
| [X] Mobile Equipment                                  | \$3,300           |
| [X] Auto/Misc. Equipment Blanket Limit: \$2,163,802   | \$2,856           |
| [X] Mobile Equipment Leased/Rented Limit: \$360,000   | \$630             |

<u>CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE (VI)</u>	<u>Coverage K</u>
---	-------------------

- |                              |         |
|------------------------------|---------|
| K. See Cyber/Data Breach DEC | \$1,350 |
|------------------------------|---------|

<u>Limits of Liability, subject to the GOVERNMENTAL TORT CLAIMS ACT: A,B,E,F</u>	<u>Total Premium</u>
--	----------------------

- |  |           |
|--|-----------|
| \$125,000 Each Other Loss Per Occurrence Coverages A,E                                     | \$159,744 |
| \$25,000 Each Property Damage Loss Per Occurrence, including Fire Legal Coverages B,F      |           |
| \$1,000,000 Aggregate Per Occurrence Coverages A,B,E,F (No Annual Aggregate)               |           |
| <u>Limits of liability not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT: C,D,K</u> |           |
| \$1,000,000 Each Other Loss Per Occurrence Coverages C,D                                   |           |
| \$2,000,000 Annual Aggregate Coverages C,D   |           |
| See Cyber DEC Cyber/Data Breach Coverage   |           |

5. DEDUCTIBLES

- Coverages A,B,E,F: No Deductible, except sanitary sewer overflows and electrical disruptions, which are subject to the Deductible of C & D.
- Coverages C,D: Per Occurrence
- Coverages G,H: Per Schedule
- Coverage K: Per Applicable Cyber/Data Breach Deductible

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





**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

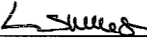
**DATE:** June 28, 2022

**RE:** Discussion and consideration, including any amendment of renewing excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2022-2023 fiscal year at an annual cost of \$186,744 for self-insured retention of \$450,000 per claim for all employees. There are no changes from the current policy and the proposed policy.

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Attached is the excess workers' compensation proposal from Safety National for the City's workers' compensation self-insurance plan for the 2022-2023 fiscal year.

Staff recommends approval.

  
\_\_\_\_\_  
Lynn Smithson  
Risk Manager

# Renewal Proposal

Excess Worker's Compensation

Fiscal Year 2023

Prepared For:

**City of Midwest City**

100 N. Midwest Blvd, Midwest City, OK 73110

Presented By:

**FIRSTPOINT**  
INSURANCE AGENCY, INC.

## Safety National Casualty Corporation

<u>Contract Terms</u>	<u>07/01/2021-07/01/2022</u>	<u>07/01/2022-07/01/2023</u>
Specific & EL Retention	\$450,000	\$450,000
Specific & EL Retention - 7710	\$450,000	\$450,000
Specific & EL Retention - 7720	\$450,000	\$450,000
Aggregate Limit	\$1,000,000	\$1,000,000
Estimated Aggregate Retention	\$2,715,448	\$2,703,857
Minimum Aggregate Retention	\$2,715,448	\$2,703,857
Estimated Policy Period Premium	\$161,980	\$186,744
Premium rate per \$100 of Payroll	0.4653	0.4886
	Estimated Payroll	Estimated Payroll
	2021-2022	2022-2023
	34,811,967	38,220,179



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

**Memorandum**

**TO:** Honorable Mayor and Council

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

**DATE:** June 28, 2022

**RE:** Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

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This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of May 2022, which is the eleventh (11) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814	901,700	911,369	1,022,341	887,972	856,646	881,245	
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002	5,192,702	6,104,071	7,126,412	8,014,384	8,871,030	9,752,275	
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847	1,031,306	744,765	730,685	676,548	674,589	897,321	
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430	5,022,736	5,767,501	6,498,186	7,174,734	7,849,323	8,746,644	
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967	-129,606	166,604	291,656	211,424	182,057	-16,076	
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572	169,966	336,570	628,226	839,650	1,021,707	1,005,631	
<b>FISCAL YEAR 2020-2021</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
<b>PLAN INCOME</b>												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

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

May 11/FY 2022: \$2,445,556  
 May 11/FY 2021: \$1,434,557  
 May 11/FY 2020: \$1,522,588  
 May 11/FY 2019: \$2,135,874

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



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 28, 2022

RE: Discussion and consideration for adoption, including any possible amendment, of a Programmatic Agreement with the Oklahoma State Historic Preservation Office and the Oklahoma Archeological Survey regarding the administration of certain HUD-funded activities.

The attached 10-year agreement between the City of Midwest City, the Oklahoma State Historic Preservation Office and the Oklahoma Archeological Survey outlines mutually agreed upon provisions to satisfy the Section 106 of the National Historic Preservation Act of 1966, as amended, responsibilities for HUD programs the city administers, that may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places. The agreement addresses exempt activities that will not require a review prior to the start of rehabilitation or construction, primarily affecting the Primary Systems Home Repair Program and Housing Rehabilitation Loan Program.

There is no cost to the city for this agreement. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft". The signature is written in black ink on a light-colored background.

---

Terri L. Craft  
Grants Manager

**PROGRAMMATIC AGREEMENT (PA)  
BETWEEN  
THE CITY OF MIDWEST CITY, OKLAHOMA,  
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE OKLAHOMA ARCHEOLOGICAL SURVEY  
REGARDING  
THE ADMINISTRATION OF CERTAIN HUD-FUNDED ACTIVITIES**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) through but not limited to the office of Community Planning and Development, provides funding to the City of Midwest City, Oklahoma (CITY); and

**WHEREAS**, the CITY, now, administers HUD entitlement programs which include, but are not limited to, the following programs (HUD Programs); and

Community Development Block Grant (CDBG)

**WHEREAS**, HUD regulations at 24 CFR Part 58 implement statutory authorities that permit certain entities, including the CITY, to assume HUD's environmental responsibilities for various HUD programs, and included among the statutory authorities under which this responsibility is assumed is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [16 USC 470f] (Section 106); and

**WHEREAS**, the CITY has determined that implementation of its HUD Programs may include activities, such as rehabilitation, demolition, and new construction, that may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

**WHEREAS**, the CITY has determined that certain activities funded by its HUD Programs have limited potential to affect Historic Properties and has consulted with the Advisory Council on Historic Preservation (ACHP) and the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800.14 of the regulations implementing Section 106 and with the Oklahoma Archeological Survey (OAS), which provides professional expertise pursuant to a cooperative agreement to the SHPO concerning effects of federal undertakings on significant archaeological resources; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the CITY has notified ACHP of its intention to prepare a programmatic agreement under 36 CFR 800.14(b), and the ACHP has chosen not participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, the CITY invited the federally recognized Indian tribes closest in proximity to the CITY, the Citizen Potawatomi Nation and the Absentee Shawnee Tribe, to engage in consultation regarding the PA and its implementation in correspondence dated February 15, 2018; and

**WHEREAS**, the Citizen Potawatomi Nation and the Absentee Shawnee Tribe did not contact or communicate to CITY any concerns with potential effects to historic properties of traditional, religious and/or cultural significance within the CITY; and

**WHEREAS**, CITY provided the public an opportunity to comment on the PA by posting the draft PA on the CITY's public internet site at [midwestcityok.org](http://midwestcityok.org) and publishing a public notice in the MIDWEST CITY

BEACON on December 23, 2020. The posting and public notice conveyed that the PA documentation was publicly available at midwestcityok.org, the Midwest City Library, and the City of Midwest City Grants Office, 100 N. Midwest Blvd., Midwest City, Oklahoma 73110 and would receive comments for a twenty-one (21) day comment period. No comments from the public were received; and

**NOW THEREFORE**, the CITY, the SHPO, and the OAS agree that the CITY's HUD Programs shall be administered in accordance with the following stipulations to satisfy the CITY's Section 106 responsibilities for the HUD programs it administers.

## **STIPULATIONS**

The CITY will ensure that the following measures are carried out.

### **I. COORDINATION AND TRAINING**

A. The CITY shall, upon execution of this agreement, ensure that all staff responsible for the administration and / or conduct of the HUD Programs are informed about the terms of this agreement and that adequate internal procedures are established to ensure compliance with the terms of the agreement.

B. The CITY shall ensure that appropriate CITY staff members annually attend at least one (1) training session on the Section 106 process provided by either the ACHP or the SHPO / OAS. CITY staff participation in such training session shall be discussed in the CITY's annual report to the SHPO / OAS (Stipulation V).

### **II. ACTIVITIES EXEMPT FROM STANDARD SHPO / OAS REVIEW**

The following proposed undertakings have limited potential to affect historic properties and may be approved / carried out by the CITY without further consultation with the SHPO / OAS.

All undertakings not identified under either (A) or (B) of this Stipulation must be reviewed in accordance with 36 CFR Part 800 (standard SHPO / OAS review). For guidance on standard SHPO / OAS review, reference the SHPO's *Review and Compliance Manual*.

## A. General Exemptions

1. Projects for residential or non-residential buildings, structures, or facilities less than forty-five (45) years old. Projects may include demolition and rehabilitation, but not new construction.
2. Refinancing without demolition, rehabilitation, or construction.
3. Leasing without demolition, rehabilitation, or construction.

## B. Exempt Activities

The list of exempt activities applies to all projects not otherwise made exempt under Section II.A “General Exemptions.” For purposes of this agreement, the term “in-kind replacement” is defined as installation of a new element that duplicates the material, dimensions, configuration, and detailing of the original element.

### 1. Site Work

- a. Streets, driveways alleys, and parking areas. Repair of existing concrete or asphalt surfaces or in-kind repair / replacement of brick, rock, or stone materials on streets, driveways, alleys, and parking areas.
- b. Curbs, gutters, sidewalks, retaining walls. Repair of existing concrete or asphalt surfaces or in-kind repair / replacement of brick, rock, or stone materials for curbs, gutters, sidewalks, and retaining walls. Construction of new curbs, gutters, and sidewalks provided that no removal or replacement of such items is required.
- c. Site improvement. Repair or in-kind repair / replacement of site improvements, including, but not limited to, fences, landscaping, and steps not attached to any building.
- d. Utilities. Repair, or replacement of gas, sanitary and storm sewer, water, residential water well/pump, septic system, electrical, cable or other underground utilities in the same location on previously developed land and public rights-of-way located within city limits. New residential utility installations are allowable in emergency circumstances when a new line is needed to avert a public health hazard or to provide potable water service. In the event of unanticipated archaeological discoveries, the SHPO / OAS shall be contacted immediately.
- e. Park and Playground equipment. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms.
- f. Hazardous trees. Removal of dead, hazardous trees or overhanging tree limbs of potential threat to structure, leaving stump and roots intact.

### 2. Exterior Rehabilitation

- a. Foundations. Below-grade repair of brick or stone foundations and repair to all other types of foundations, to include structural repairs to sustain the existing structure (floor joist, sills, piers, etc.) that do not alter the existing building configuration.
- b. Windows and doors. Repair of windows and doors, including caulking and weather stripping of existing window or door frames, and installation of new



clear glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.

- c. Storm windows and storm doors. Installation of exterior storm windows and doors, provided they conform to the shape and size of the historic windows and doors, and that the meeting rails of storm windows coincide with that of existing sash.
- d. Walls and Siding. Repair of walls or siding material or in-kind replacement brick, stone, or stucco materials and wood siding.
- e. Painted Surfaces.
  - 1. Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), heat plates or heat guns, or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 CFR Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," including § 35.140, "Prohibited methods of paint removal."
  - 2. All lead paint abatement that does not involve removal or alteration of exterior features and / or windows.
  - 3. Application of exterior paint and caulking, other than on previously unpainted masonry.
- f. Porch elements. Repair or in-kind replacement of existing porch elements, such as columns, flooring, floor joists, ceiling, railing, balusters, and balustrades, and lattice.
- g. Accessibility ramps. Replacement or repair of existing accessibility ramps and installation of new accessibility ramps in a manner that does not remove, compromise or damage existing historic materials or features and would be completely reversible without damage to the historic fabric. See Appendix A for sample specifications.
- h. Roofing. Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts with no change in roof pitch or configuration.
- i. Awnings. Repair or in-kind replacement of awnings.
- j. Mechanical systems. Placement and installation of exterior HVAC mechanical units and vents not on the front elevation.
- k. Basement bulkhead doors. Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.
- l. Lighting. Repair or in-kind replacement of existing light fixtures and installation of additional decorative or security lights.
- m. Mothballing. Securing or mothballing a property by boarding over windows and door openings, making temporary roof repairs, and / or ventilating the building.

### **3. Interior Rehabilitation**

- a. Mechanical systems. Installation, replacement, or repair of plumbing, HVAC systems and units, electrical wiring and fire protection systems, provided no structural alterations are involved. Included are accessible restroom improvements, provided the work is contained within the existing restroom walls.

- b. Surfaces. Repair or in-kind replacement of interior surface treatment, such as floors, walls, ceilings, plaster and woodwork. If covering historic features, such as wood floors, then carpet or sheeting goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.
- c. Insulation. Installation of non-spray insulation in ceilings and attic spaces.
- d. Basement floor. Installation or repair of concrete basement floor in an existing basement.
- e. Lead paint and asbestos abatement. Abatement or control of lead-based paint, consistent with the provisions of 24 CFR Part 36 (“Lead-Based Poisoning Prevention in Certain Residential Structures”), and / or asbestos abatement that does not involve removal or alteration of interior features.

### **III. DISCOVERIES AND UNFORSEEN EFFECTS**

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register (property forty-five years old or older) is encountered, or a property listed in or previously determined eligible for the National Register may be affected in an unanticipated manner, the CITY will assume its responsibilities pursuant to 36 CFR 800.13(b).

### **IV. DURATION**

This Agreement shall take effect on the date it is signed by all parties and filed with the ACHP and shall continue in full force and effect until ten (10) years after the effective date, unless otherwise terminated or extended. At any time in the six-month period prior to the expiration date, the CITY may request, in writing, that SHPO review the CITY's Program and consider an extension or modification to this Agreement. No extension or modification shall be effective unless all parties to the Agreement have agreed to it in writing.

### **V. MONITORING AND REPORTING**

Each year by July 31<sup>st</sup>, following the execution of this PA until it expires or is terminated, the CITY shall provide all parties to this PA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the CITY's efforts to carry out the terms of the PA. The summary report shall list all projects carried out under the terms of this agreement and include a discussion of CITY staff participation in Section 106 training sessions as provided in Stipulation I.B. The list of projects carried out during the year shall include, at a minimum, the project title; address; identification of the historic district, if applicable, in which the project is located; and a brief statement of project work.

## **VI. DISPUTE RESOLUTION**

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, CITY shall consult with such party to resolve the objection. If CITY determines that such objection cannot be resolved, CITY will:

- A. Forward all documentation relevant to the dispute, including the CITY with its proposed resolution, to the ACHP. The ACHP shall provide CITY with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, CITY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. CITY will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, CITY may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, CITY shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response..
- C. The CITY is responsible to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## **VII. AMENDMENTS**

Any party to this PA may request that it be amended or modified, whereupon the parties will consult in accordance with 36 CFR 800.14(b) to consider such amendments. Any resulting amendments will be developed and executed in the same manner as the original document.

## **VIII. TERMINATION**

If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the PA is terminated, and prior to work continuing on the undertaking, the CITY must either a) execute a PA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the Council under 36 CFR 800.7. The CITY shall notify the signatories as to the course of action it will pursue.

EXECUTION of this PA by the CITY and SHPO and implementation of its terms evidences that the CITY has taken into account the effects of its undertaking on historic properties and afforded the ACHP an opportunity to comment on them.

**OKLAHOMA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

**CITY OF MIDWEST CITY**

By: \_\_\_\_\_

Printed Name/Title: Matthew D. Dukes II, Mayor

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


**ATTEST:**

By: \_\_\_\_\_

Printed Name/Title: Sara Hancock, City Clerk

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

**OKLAHOMA ARCHEOLOGICAL SURVEY**

By: 

Printed Name/Title: Dr. Kary Stackelbeck, State Archaeologist

Date: 6/13/22

## APPENDIX "A"

### ACCESSIBILITY RAMP SPECIFICATIONS

#### Wood Construction

Ramp sloped section: Prepare area for placement of ramp to include removal of any yard material deemed necessary. All material used in wood ramp section construction will be pressure treated wood and galvanized connectors. Ratio of all sloped surfaces shall be 12:1 or less. Deck surface shall utilize 5/4 material and shall be attached with pilot holes and deck screws. Drawing shall be attached for more details and ADA clearance requirements. Ramp shall abut residential structure and will not be permanently attached.

Handrail and handrail posts: Install handrail posts anchored in a minimum of 18" of concrete. Posts shall be 4x4 posts, not landscape timbers. Joists, stringers and handrails attached to 4x4 posts will be notched (approx. 1/2") into the posts and attached with galvanized carriage bolts, not lag bolts. Upper sloped section of ramp shall utilize four (4) joists. Handrail construction to include top, intermediate and bottom handrail. Handrails shall utilize 2x4 material. Top of handrail shall be 36" above the ramp surface. Top of intermediate handrail shall be 24" above the ramp surface. Handrails shall be attached to the inside of the 4x4 handrail posts with galvanized carriage bolts. Drawings shall be attached for additional details. Finish entire ramp by rounding all corners and sanding handrails and posts smooth. Treat all wood surfaces with a wood preservative.

#### Metal Construction

Modular steel customizable ramp structures have proven to be the most cost effective method in lieu of wood construction and do not attach to the residential structure. While ADA compliant, they are assembled and do not disturb the ground or require a permit.



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

CURRENT PLANNING DIVISION  
Vacant, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

TO : Mayor and City Council

FROM : Billy Harless, Director

DATE : June 28, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of renewing for fiscal year 2022-23 for the Departments of Community Development and Engineering and Construction Services Contracts with, RL Shears and HW. Lochner.

**RL Shears** in the amount of \$241,411.00 Professional Services to design the expansion of the Mid-American Park. This is a General Obligation Bond project. **HW Lochner** in the amount of \$269,397.00 to provide survey and design services for the future federal project on SE 29<sup>th</sup> Street replacing the existing Bridge over Crutch Creek.

Each contract expires at the end of the fiscal year, it is necessary to renew these contracts. The original of these contracts are too voluminous to print. If you would like to review the contracts, they are in my office and available to you at your convenience.

Staff recommends approval.

Billy Harless, AICP  
Community Development Director

BH:ta

**AGREEMENT FOR PROFESSIONAL SERVICES  
AMENDMENT NO. 1**

This Amendment No. 1 to the Contract dated November 13, 2019 is between the City of Midwest City, Oklahoma, a municipal corporation, (hereinafter referred to as CLIENT) and R.L. Shears Company, PC (hereinafter referred to as LANDSCAPE ARCHITECT).

WITNESSETH:  
Secretary

The parties agreed to the Contract for Professional Landscape Design Service on November 13, 2019 for the purpose of the LANDSCAPE ARCHITECT providing certain professional services including survey, design, and analysis in connection with Mid-America Park (PROJECT); and

The parties desire to extend the project timeline into next fiscal, therefore the revised effective date of the agreement shall be July 1, 2022.

IN WITNESS WHEREOF, CLIENT AND LANDSCAPE ARCHITECT have executed this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

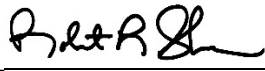
**CITY OF MIDWEST CITY, OKLAHOMA  
(CLIENT)**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**R.L. SHEARS COMPANY, PC  
(LANDSCAPE ARCHITECT)**

By: 

Dated: June 15, 2022

Name: Robert L Shears, ASLA

Title: President

**FIRST AMENDMENT  
TO LETTER AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN H.W. LOCHNER, INC.  
AND  
CITY OF MIDWEST CITY**

Pursuant to Paragraph 11.18. of the Consultant Agreement dated September 28, 2021, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2022 and ending on June 30, 2023. This Letter Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.

**H.W. Lochner, Inc.:**



\_\_\_\_\_  
Troy Travis  
Vice President

Date: 06/06/2022

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

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

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

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney



## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** June 28, 2022

**Subject:** Discussion and consideration, including any possible amendment to an agreement with the Oklahoma County Board of County Commissioners for continuing in FY 22-23 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County. No fees apply. (Fire - B. Norton)

---

Staff respectfully requests that the Council approve renewal of the agreement with Oklahoma County to provide mutual aid fire support. The County in return has already provided Midwest City a cache of VHF radios to communicate in a mutual aid capacity and UV lighting for combating COVID. No fees apply.

Staff recommends approval.



Bert Norton  
Fire Chief

Attachments: Fire Equipment Agreement July 1, 2022 - June 30, 2023



MW City

## Oklahoma County Emergency Management

320 Robert S. Kerr, Suite 101 • Oklahoma City, Oklahoma 73102-3431  
(405) 605-8200

May 31, 2022

RE: Fire Department Annual Equipment Agreement

Please find attached two (2) **ORIGINAL** Annual Fire Equipment Agreement documents between your jurisdiction and the Oklahoma County Board of County Commissioners for Fiscal Year 2022-2023. After obtaining applicable signatures, including a Town/City Clerk or Department Board Secretary, please return **BOTH ORIGINAL** documents to:

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

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

Following approval by the Board of County Commissioners, I will return one (1) original of the signed Annual Agreement to you. If you have any questions or need additional information, please feel free to contact me.

Respectfully,

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

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

July 1, 2022 through June 30, 2023

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, 2022, and shall terminate on June 30, 2023. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

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

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

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

Kenwood TK-2180 HH MIII TFS	B4300176
Kenwood TK-2180 HH MIII TFS	B4300177
Kenwood TK-2180 HH MIII TFS	B4300178
Kenwood TK-2180 HH MIII TFS	B4300179
Kenwood TK-2180 HH MIII TFS	B4300180
Kenwood TK-2180 HH MIII TFS	B4300181
Kenwood TK-2180 HH MIII TFS	B4300182
Kenwood TK-2180 HH MIII TFS	B4300183
Kenwood TK-2180 HH MIII TFS	B4300184
Kenwood TK-2180 HH MIII TFS	B4300185
Kenwood TK-2180 HH MIII TFS	B4300186

Dexter T-600 Extractor	W1.20351.012	SP 608-00010
UVC 2 Hanging UV Light Units (6)	1201	SP 503-00011
	1202	SP 503-00012
	1203	SP 503-00013
	1204	SP 503-00014
	1205	SP 503-00015
	1206	SP 503-00016
UVC 2 Tripod UV Light Units (6)	1221	SP 503-00031
	1222	SP 503-00032
	1223	SP 503-00033
	1224	SP 503-00034
	1225	SP 503-00035
	1226	SP 503-00036

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

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

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

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

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

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

**7. Use of Equipment.** The City of Midwest City shall have the sole responsibility of ensuring that all drivers or operators 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, 2022.

APPROVED:

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

Approved as to form and legality this 27 day of May, 2022.

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

**THE CITY OF MIDWEST CITY**

APPROVED AND AGREED TO by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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  
\_\_\_\_\_, 2022.

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

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

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

ATTEST:

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





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 28, 2022

SUBJECT : Discussion and consideration for adoption, including any possible amendment of supplement 1 to the contract with Poe and Associates, Inc. in an increase of \$50,708 for a total contract price of \$215,741 for the purposes of developing construction plans for the Midwest Boulevard resurfacing project.

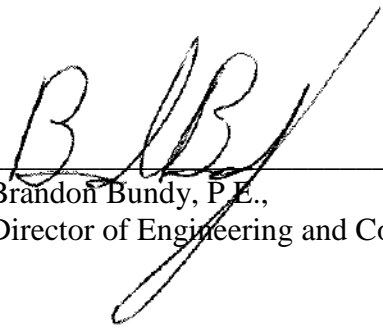
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The attached Supplement 1 is for the design of an upcoming resurfacing project of Midwest Boulevard from SE 29<sup>th</sup> Street to NE 10<sup>th</sup> Street. An agreement was approved by Council on September 22<sup>nd</sup>, 2020 to develop plans for the project to be bid by ODOT. Since that time, there have been additions needed to the scope which required additional work by Poe and Associates.

There is also a clause in this amendment to extend the term of the contract into the new budget beginning July 1, 2022.

The project has progressed and is estimated to be bid in Spring 2023. ODOT will then review the bids prior to consideration of awarding a contract. If awarded, construction should begin Summer 2023.

Funding for this project is appropriated in projects #092104, #571903, and #092205.

  
\_\_\_\_\_  
Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

**FIRST AMENDMENT  
TO AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN POE & ASSOCIATES, INC.  
AND  
CITY OF MIDWEST CITY**


Pursuant to Section 1.01 and Section 7.02 of the Consultant Agreement dated September 22, 2020, the following amendment is hereby agreed to between the parties:

The following are new paragraphs to be added at the end of 1.01 Basic Agreement and Period of Service section of the Consultant Agreement:

- C. The term for this Letter Agreement is for one year, commencing on July 1, 2022 and ending on June 30, 2023. This Letter Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.
- D. In the event that the term of this Letter Agreement expires, Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Letter Agreement and all reimbursable expenses incurred through the effective date of termination or expiration.

The attached Exhibit A, Scope of Services – Amendment 1; to be added to section 7.02 Additional Services section of the Consultant Agreement. Compensation for services under Amendment 1 for a total lump sum fee of \$50,708. Total revised contract fee of \$215,741.

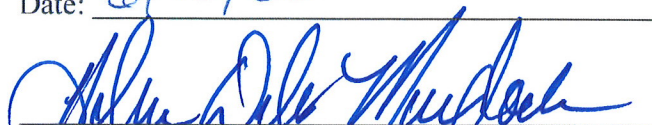
**Engineer, Poe & Associates, Inc.:**



---

John R. Bowman  
Senior Vice President

Date: 6/13/22



---

Helene Deles Murdock  
Vice President

Date: 6/14/2022

**For City of Midwest City:**

---

Matt Dukes, II  
Mayor

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

---

Sara Hancock, City Clerk

Approved as to form and legality:

---

Donald D. Maisch, City Attorney

## CITY OF MIDWEST CITY

### Midwest Boulevard Pavement Resurfacing - JP 33345(04) SE 29<sup>th</sup> Street to NE 10<sup>th</sup> Street

#### EXHIBIT "A" SCOPE OF SERVICES – AMENDMENT NO. 1

#### BACKGROUND / INTRODUCTION

Poe and Associates is requesting a supplement to the contract for additional services provided for the Midwest Blvd sidewalk project. Additional services include engineering to add an additional accessible path on the east side of Midwest Boulevard and to modify the proposed drainage system at Leisure Drive to an alternative location due to

#### SUPPLEMENTAL DESIGN AND ANALYSIS

##### Sidewalk

The original scope of services was based on design of approximately 1100 linear feet of new sidewalk to complete an ADA accessible sidewalk on the west side of Midwest Boulevard. The request for the additional accessible path on the east side of Midwest Boulevard added design and analysis design for the following:

- Design of approximately 10,000 linear feet of sidewalk
- Design of approximately 80 driveways
- Analysis of approximately 19 cross streets and design of 10 of those cross streets to comply with cross slope
- Design of 3 alternative connections to the existing trail at Pecan Grove Park

The following deliverables will be revised to accommodate the supplemental tasks:

- Plan and profile sheets (18 sheets)
- Drainage Profile
- Summary of Pay Quantities and Pay Item Notes
- Quantity Summary Sheets
- Construction cost estimates
- Alternative bids for north driveways

##### Storm Drainage

An alternative storm sewer design will be provided to relieve the drainage issues at the intersection of Leisure Drive and Midwest Boulevard. The storm sewer trunk line proposed along Midwest Boulevard will be in conflict and is not feasible.

#### SURVEY

Additional survey will include topographic survey for the area of drainage modification described above.

**CITY OF MIDWEST CITY  
MIDWEST BLVD PAVEMENT REHABILITATION/ADA, SE 29TH STREET TO NE 10TH STREET**

PROPOSED HOURS AND FEE SCHEDULE FOR AMENDMENT 1 REQUEST



	Senior Manager	Project Manager	Project Engineer	CADD Technician	Professional Land Surveyor	Survey Crew	Survey CADD	Total Hours	Task Total
	\$242.00	\$191.00	\$141.00	\$90.00	\$124.00	\$225.00	\$90.00		
<b>Site Survey</b>	0	0	0	0	8	16	8	32	\$5,312.00
a. Topographic Survey					8	16	8	32	
b. Cadd File / Mapping								0	
<b>Roadway Design &amp; Plans</b>	0	60	136	164	0	0	0	360	\$45,396.00
a. Summary of Pay Quantities and Pay Item Notes		4	16	16				36	
b. Quantity Summary Sheets		4	16	16				36	
c. Plan and Profile		28	48	60				136	
c. Drainage Plan and Profile		10	16	24				50	
d. Estimates of Construction Cost		4	24	24				52	
e. Street Returns for ADA Compliance		10	16	24				50	
<b>TOTAL PROJECT HOURS</b>	0	60	136	164	8	16	8	392	
<b>FEE SUBTOTAL</b>	\$0.00	\$11,460.00	\$19,176.00	\$14,760.00	\$992.00	\$3,600.00	\$720.00		\$50,708.00

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 28, 2022

SUBJECT : Discussion and consideration of approving and entering, including any amendment thereto, into an agreement with US Geological Survey (USGS) for installation and maintenance of two stream Gaging Stations at no cost for a term of 10 years and 11 months.

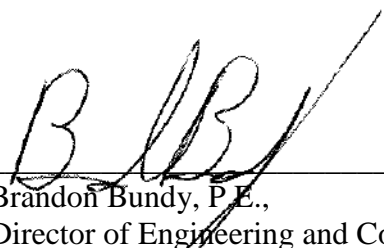
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The City has been approached by the US Geological Survey (USGS) to install two stream gaging stations within our municipal boundary. The location of the stations are:

- Soldier Creek, just south of the SE 15<sup>th</sup> Street crossing.
- Crutcho Creek, just south of the SE 29<sup>th</sup> Street crossing.

The stream gaging stations are federally funded through a Tinker contract to have stream samples downstream of the installation. There is no financial obligation from the City and will benefit from hosting these gaging stations in terms of additional stormwater quality sampling, the ability to model floods, and notification through emergency management.

Attached is a map, agreement, and pictures of other similar installations.



---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

CC: Paul Streets, Public Works Director  
Debi Wagner, Emergency Manager

Close

Form 9-1482  
Revised (October 2002)

U.S. DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey

Agreement Number MWC 22-02

***AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION \****

The landowner agrees that the U.S. Geological Survey (USGS), Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 35 26" 06 N Long. 97 25' 02" W  
and/or

40 ft South of SE 29 at Crutch Creek crossing 1800 ft East of Sooner Rd  
(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 10 year(s) 11 month(s) unless terminated earlier by USGS upon 60 days written notice. After 11 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

\* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.



Landowner City of Midwest City  
Address 100 North Midwest Blvd  
Telephone Number 405 739 1213

USGS Water Science Director Lewis, Jason M.  
Address 202 NW 66th St Oklahoma City OKLA 73116  
Telephone Number 405 651 2029

USGS Project Chief Hanlon, James R.  
Telephone Number 405 833 2531

U.S. Geological Survey Signature/Date



---

6/2/22

---

Landowner Signature/Date

---



As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of \$0.0 upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner

Address

Telephone Number

USGS Water Science Director

Address

Telephone Number

USGS Project Chief

Telephone Number

U.S. Geological Survey  
Signature/Date

\_\_\_\_\_

Landowner Signature/Date

\_\_\_\_\_

**Notary Seal:**

Close

Form 9-1482  
Revised (October 2002)

U.S. DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey

Agreement Number MWC 22-01

***AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION \****

The landowner agrees that the U.S. Geological Survey (USGS), Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 35 26'48" N Long. 97 22' 23" W  
and/or

1050 ft South of SE 15th street and 735 ft West of South Douglas on Soldier Creek  
(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

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During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

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After 11 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

\* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner City of Midwest City  
Address 100 North Midwest Blvd  
Telephone Number 405 739 1213

USGS Water Science Director Lewis, Jason M.  
Address 202 NW 66th St Oklahoma City OKLA 73116  
Telephone Number 405 651 2029

USGS Project Chief Hanlon, James R.  
Telephone Number 405 833 2531

U.S. Geological Survey Signature/Date



---

6/2/22

---

Landowner Signature/Date

---

As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of \$0.0 upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner

Address

Telephone Number

USGS Water Science Director

Address

Telephone Number

USGS Project Chief

Telephone Number

U.S. Geological Survey  
Signature/Date

\_\_\_\_\_

Landowner Signature/Date

\_\_\_\_\_

**Notary Seal:**





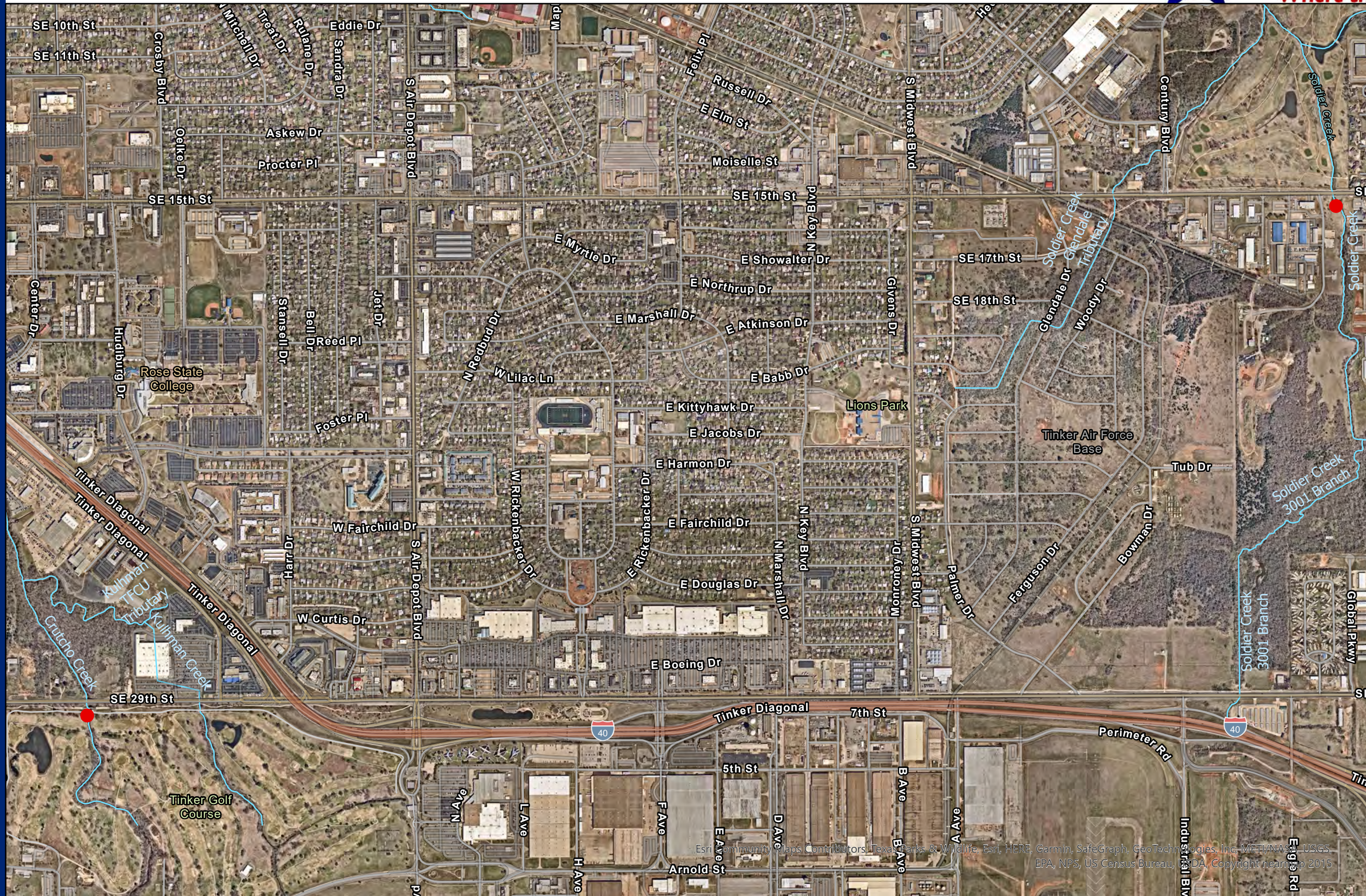
Site 1





SITE 2





● Proposed Gauge Location

when printed actual size  
on 11"x17" paper

### DISCLAIMER

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.















Engineering and  
Construction Services  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 28, 2022

SUBJECT : Discussion and consideration for adoption, including any possible amendment of change order #6 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in an increase of \$30,172.86 and add 12 days of time.

---

The attached change order is for the construction of the WP Bill Atkinson Park. This change order is a culmination of various field changes.

COR #22 – Change berm specification: (\$7,894.92), 0 days. The contractor worked with staff to find another way to construct a play berm located in the playground area from a pre-fabricated unit to one which can be constructed on site.

COR #25 – Trash can change: (\$2,015.52), 0 days. This specification is being changed to match the current standard which is found in most of our parks and familiar to maintenance staff.

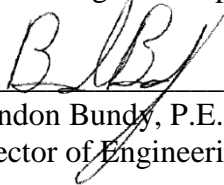
COR #26 – Added roller system: \$1,210.00, 0 days. Requested by staff to extend rollers on top of climbing wall horizontally past the climbing wall surface so that there aren't issues with climbing over the clock tower enclosure.

COR #27 – Omit relocating fire hydrant: (\$1,775.00), 0 days. Staff found a way to not move an existing fire hydrant by making field modifications to a sidewalk.

COR #28 – Modify wire mesh: \$40,648.30, 12 days. The designer specified a wire mesh to go underside the hanger structure to prevent birds and protect the lighting system. There were two issues found after the wire mesh was delivered. The mesh will sag under its own weight and the mesh would prevent maintenance to lighting. Staff worked with architect and contractor to come up with the best value long term solution.

This will increase the original contract by \$30,172.86, bringing the new contract amount to \$5,243,275.96. The additional 12 delay days will bring the new contract length to 462 total days (8/15/2022 contracted end date).

The funding for this project is appropriated in project #9219G1.

  
\_\_\_\_\_  
Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

# Change Order 006

**Project:**

WP Bill Atkinson Park  
301 E Mid-America Blvd  
Midwest City, OK 73110

**Owner:**

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

**Contractor:**

Shiloh Enterprises, Inc.  
5720 N. Industrial Blvd.  
Edmond, OK 73034

**Contract Information:**

General Construction  
effective 04/20/2021

**Change Order: 006**

Date: 06/28/2022

**The Contract is Changed as Follows:**

COR 22	Changing to Play Berm	(\$7,894.92)	0 Days
COR 25	Trash can revisions	(\$2,015.52)	0 Days
COR 26	Climbing wall rollers	\$1,210	0 Days
COR 27	Not moving hydrant	(\$1,775.00)	0 Days
COR 28	Access to lighting under Hanger Truss	\$40,648.30	12 Days
		<b>Total</b>	<b>\$30,172.86 12 Days</b>

The original contract:	<u>\$5,198,000.00</u>	365 Days
The net change by previously authorized Change Orders	<u>\$15,103.10</u>	85 Days
The Contract Sum prior to this Change Order was	<u>\$5,213,103.10</u>	450 Days
The Contract Sum will be increased by this Change Order in the amount of	<u>\$30,172.86</u>	12 Days
<b>The new Contract Sum including this Change Order will be</b>	<b><u>\$5,243,275.96</u></b>	<b>462 Days</b>

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

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shiloh Enterprises, Inc.  
CONTRACTOR



\_\_\_\_\_  
SIGNATURE

Steve Preston, President  
\_\_\_\_\_  
PRINTED NAME AND TITLE

6/17/2022

\_\_\_\_\_  
DATE

City of Midwest City  
OWNER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION  
MANAGEMENT

5720 N. I-35 Industrial Blvd.  
Edmond, Ok. 73034

4/28/2022

**WP Bill Atkinson Park**

**COR 22-Change Berm to dirt with stainless steel tunnel in lieu of preformed with plastic tunnel**

	ADD	DEDUCT
Owens	\$2,650.00	
ACS-Slurry and additional padding	\$8,400.00	
Stainless Steel tunnel	\$16,055.08	
Deduct for specified mound w/ tunnel		(\$35,000.00)

**Note: This work will add 0 days to the contract time.**

Subtotal	(\$7,894.92)
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<b>Total</b>	<b>(\$7,894.92)</b>
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# PROPOSAL

Date: 04/28/2022

Project Name: WP Bill Atkinson Park

Project Location: Midwest City, OK

**Earthwork Bid: \$2,650.00**

Scope of Work:

- Mobilization
- Build and shape landscaping hill as shown on L307
- Provide compaction for filled dirt on hill

Please refer any questions to:

Payte Owen

405-880-3456

[payteowen@dowenconstructionllc.com](mailto:payteowen@dowenconstructionllc.com)

4000 S Harvey, Norman, OK 73072

Office: 405-360-8786

## Steve Preston

---

**From:** 'Bryan Montgomery' <bryanm@acsplay.com>  
**Sent:** Wednesday, April 27, 2022 8:20 AM  
**To:** Steve Preston; josht  
**Cc:** David French  
**Subject:** RE: Park Mound (Urgent)

**Flag Status:** Flagged

\$8400

included gravel. Concrete slurry, sbr rubber padding and extra glue..

On April 25, 2022 11:25 AM Steve Preston <steve@shiloh-inc.com> wrote:

Pricing?

Thanks,

*Steve Preston*

Shiloh Enterprises, Inc.

5720 N. Industrial Blvd.

Edmond, OK 73034

[405-341-5500](tel:405-341-5500)

---

**From:** 'Bryan Montgomery' <bryanm@acsplay.com>  
**Sent:** Wednesday, April 20, 2022 10:37 PM  
**To:** Steve Preston <steve@shiloh-inc.com>; josht <josht@acsplay.com>  
**Cc:** David French <dwfrench2009@live.com>  
**Subject:** RE: Park Mound (Urgent)

Josh, Please look at the berms at WP Atkinson. They will be doing dirt berms with gravel and concrete slurry. I need a price from you just for the gravel and slurry. The GC will be handling the dirt

On April 20, 2022 8:36 AM Steve Preston <[steve@shiloh-inc.com](mailto:steve@shiloh-inc.com)> wrote:



# DunRite Playgrounds



*Pictured: Model PS3-20630*

11011 Clodine Road  
 Richmond, Texas  
 77407-9545  
 (281) 242 - 5921

## Proposal

Date	Proposal #	Expires
4/27/2022	11350	5/11/2022

Created For:

ACS Playground Adventures  
 8501 mantle Ave  
 OKC, OK 73132

Description	Total
Arc Crawl Tunnel 125.7281" inside aligned per drawn Stainless Steel 304SS2B 11/GA 14817041 Laser Cut Sheets Roll diameter TIG weld butt joints Grind, dress/clean interior welds Exterior Welds covered by dirt NOT dressed Ends finished grind for exposed	7,655.08
Freight to 73132 or adjacent Commercial delivery NOTE: Lead time 24-26 weeks ARO/ARP	2,400.00
Possible in plastic, but needs to be externally sealed from leaks. Plastic will need to be structurally protected as it could not sustain the load of earth and pedestrian traffic. Once sealed and structurally covered, maintenance will not be possible to tighten bolts with use and wear.	
~6368.47 + 1700 freight	

Sales Tax (6.25%) \$0.00

**Total** \$16,055.08





GENERAL CONSTRUCTION  
 MANAGEMENT  
 5720 N. I-35 Industrial Blvd.  
 Edmond, Ok. 73034

405-341-5500 Phone  
 405-341-7106 Fax

5/20/2022

**WP Bill Atkinson Park**  
**COR 25-Change Color of Inground Trash Receptacles**

	<b>ADD</b>	<b>DEDUCT</b>
Specified Color	\$8,442.64	
Alternate Color		-\$6,427.12

**Note: This work will add 0 days to the contract time.**

Subtotal	Credit (\$2015.52)
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<b>Total</b>	<b>Credit (\$2015.52)</b>
--------------	---------------------------

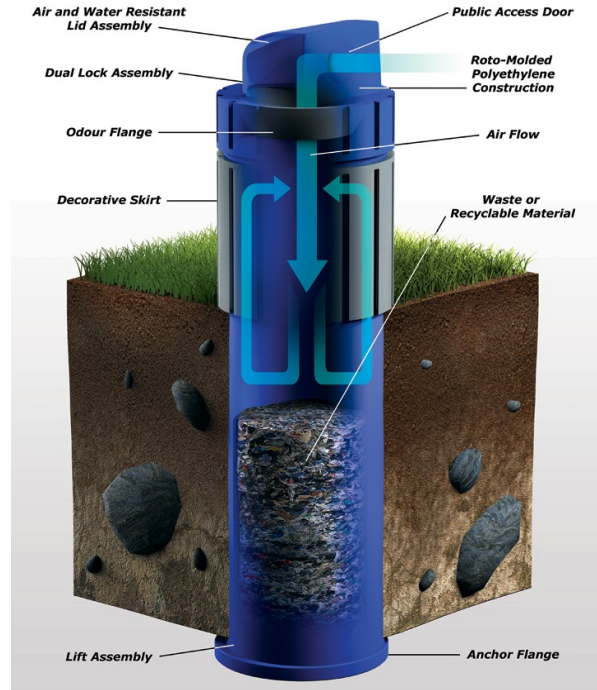


PO Box 3009 - 33191 First Ave  
Mission, BC V2V 1G0  
Canada

Phone #: 1-888-888-7975  
Fax #: 1-866-488-4120  
Web Site: www.swrl.com  
GST/HST No.: 137702809

# Millennium Series

In Ground Trash, Recycling & Bear Resistant Trash Containers



<b>Quotation To:</b>
City of Midwest City

<b>Ship To:</b>
City of Midwest City

<b>Quote No.</b>	<b>Rep</b>	<b>Date</b>	<b>THIS QUOTE IS VALID FOR 30 DAYS</b>	<b>Terms</b>	
E23595	AM	3/9/2022		Payment Upfront	

Item	Description	Qty	U/M	Price	Total	Tax
3001-SF New	----WP Bill Atkinson Park---- Millennium 3000 - Stone Finish 32 " Diameter x 108 " high with bag frame Rib Lid	3	ea	1,992.88	5,978.64	E
Sandstone	Sandstone Colour Option	3		0.00	0.00	E
3602	Millennium 2000 & 3000 - 9" x 12" Rectangular Opening Option with pitch in decal	3	ea	0.00	0.00	E
5025-SF	Millennium 2000 & 3000 Series New Molded Skirt Stone Finish	3	ea	285.00	855.00	E
Sandstone	Sandstone Colour Option	3		0.00	0.00	E
Freight&Del	Freight & Delivery - All Sybertech Shipping Quotes are Quoted: FOB Origin of Shipment  3 – Millennium 3000 Units 36" x 36" x 95" @3 42" x 52" x 69" @1 Total Weight: 530 lbs.			1,609.00	1,609.00	E

If you have any questions please contact Adam Mitchell at (604) 826-0559 or amitchell@swrl.com	<b>Subtotal</b>	USD 8,442.64
	<b>Sales Tax Total</b>	USD 0.00
	<b>Total</b>	USD 8,442.64

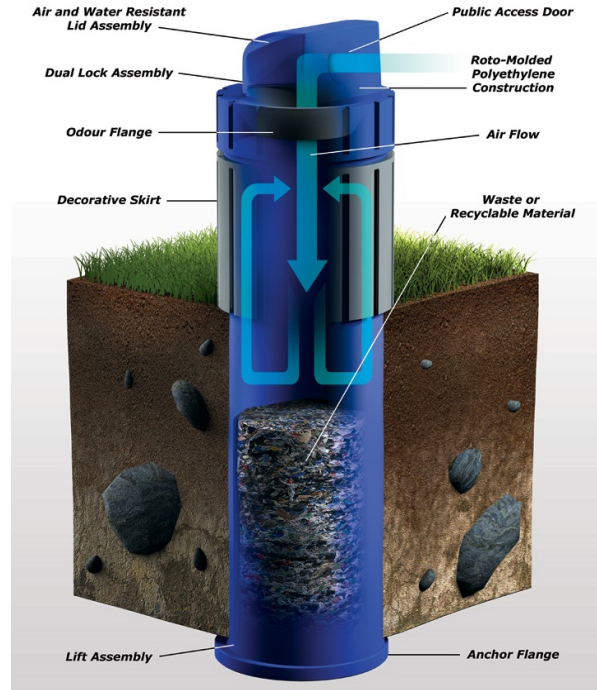


PO Box 3009 - 33191 First Ave  
Mission, BC V2V 1G0  
Canada

Phone #: 1-888-888-7975  
Fax #: 1-866-488-4120  
Web Site: www.swrl.com  
GST/HST No.: 137702809

# Millennium Series

In Ground Trash, Recycling & Bear Resistant Trash Containers



**Quotation To:**  
City of Midwest City

**Ship To:**  
City of Midwest City

Quote No.	Rep	Date	THIS QUOTE IS VALID FOR 30 DAYS				Terms
E23637	AM	3/23/2022					Payment Upfront
Item	Description	Qty	U/M	Price	Total	Tax	
3001-SC New	----WP Bill Atkinson Park---- Millennium 3000 Assembly Solid Color 32 " Diameter x 108 " high and Lifting Platform - Rib Lid	3	ea	1,321.04	3,963.12	E	
Brown	Brown Colour Option	3		0.00	0.00	E	
3602	Millennium 2000 & 3000 - 9" x 12" Rectangular Opening Option with pitch in decal	3	ea	0.00	0.00	E	
5025-SC	Millennium 2000 & 3000 Series New Molded Skirt Solid Color	3	ea	285.00	855.00	E	
Beige	Beige Colour Option	3		0.00	0.00	E	
Freight&Del	Freight & Delivery - All Sybertech Shipping Quotes are Quoted: FOB Origin of Shipment  3 - Millennium 3000 Units 36" x 36" x 95" @3 42" x 52" x 69" @1 Total Weight: 530 lbs.			1,609.00	1,609.00	E	
If you have any questions please contact Adam Mitchell at (604) 826-0559 or amitchell@swrl.com				<b>Subtotal</b>	USD 6,427.12		
				<b>Sales Tax Total</b>	USD 0.00		
				<b>Total</b>	USD 6,427.12		



GENERAL CONSTRUCTION  
MANAGEMENT  
5720 N. I-35 Industrial Blvd.  
Edmond, Ok. 73034

405-341-5500 Phone  
405-341-7106 Fax

5/20/2022

**WP Bill Atkinson Park**  
**COR 26-Added Roller System Length**

	<b>ADD</b>	<b>DEDUCT</b>
ACS	\$1,100.00	

**Note: This work will add 0 days to the contract time.**

Subtotal	<hr/>	\$1,100.00
OH&P 10%		\$110.00
<b>Total</b>	<hr/>	<b>\$1,210.00</b>





GENERAL CONSTRUCTION  
MANAGEMENT  
5720 N. I-35 Industrial Blvd.  
Edmond, Ok. 73034

405-341-5500 Phone  
405-341-7106 Fax

6/10/2022

**WP Bill Atkinson Park**  
**COR 27-Omit relocating fire hydrant**

**ADD      DEDUCT**

Godfrey

(\$1,775.00)

**Note: This work will add 0 days to the contract time.**

Subtotal \_\_\_\_\_ (\$1,775.00)

**Total** \_\_\_\_\_ **(\$1,775.00)**





GENERAL CONSTRUCTION  
 MANAGEMENT  
 5720 N. I-35 Industrial Blvd.  
 Edmond, Ok. 73034

405-341-5500 Phone  
 405-341-7106 Fax

6/15/2022

**WP Bill Atkinson Park**  
**COR 28-Modify wire mesh per RFI 45**

	ADD	DEDUCT
JD Fab-Material	\$2,762.00	
Advanced Paint-Painting	\$3,039.00	
Allied Steel-Labor	\$31,152.00	

**Note: This work will add 12 days to the contract time.**

Subtotal	\$36,953.00
OH&P 10%	\$3,695.30
<b>Total</b>	<b>\$40,648.30</b>





405-232-7531  
TOLL FREE: 800-522-4658  
FAX 405-236-3705

# ALLIED STEEL

## Construction Company

### STEEL ERECTION & CRANE RENTAL

" SINCE 1939 "

2211 N.W. 1<sup>ST</sup> TERRACE, OKLAHOMA CITY, OK 73107  
BOX 1111, OKLAHOMA CITY, OK 73101

Shiloh Enterprises Inc  
5720 N I-35 Industrial park  
Edmond, Ok 73034

June 15, 2022  
Bill Atikson park Improvements  
MWC, Ok 73150

We propose to furnish labor, equipment and insurance to install the following structural steel and miscellaneous members Per RFI-045:

**For the sum of \$31,152.00**

- |   |  |
|---|--|
| 1 Cut wire mesh, Install additional angles and flat bar to support mesh for new access hatch, 12 places | 2 Screw 3 additional angles to 40 wire mesh panels |
|---|--|

The above pricing is based on working normal straight time of 8 Hrs. The proposal is based off Email on June 13, 2022.

**Exclusions:** The installation of embedded anchor bolts, grout, gage metal studs, gage metal strapping, siding, loose lintels and our standard exclusions.

If you have any questions please contact me,

Thank you.  
Sincerely,

A handwritten signature in black ink, appearing to read "Chris Tucker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chris Tucker  
Allied Steel Construction Co. LLC  
Field Superintendent  
405-232-7531 (o)  
405-650-5125 (m)  
ctucker@alliedsteelerectors.com

5500 N Western Ave, Suite 146 Oklahoma City, OK 73118 - Off: 405-227-9412 Fax 405-213-1492

**Change Order Request #4**

GC: Shilon Enterprises Inc.

Project Name: W. P. Bill Atkinson Park

Address: 5720 N. I 35 Industrial BLVD

Location: 301 East Mid - America Boulevards Midwest City, OK

Attn: Steve Preston

Scope of Work	Amount
<p><b>Supply and install the following items.</b></p> <p>1. Supply and Install - Paint system for steel angles as indicated (base on paint before installation)</p> <p>Labor:</p> <p>Material:</p> <p>Alt 1. Supply and Install - Touch up the steel angles after installation</p> <p>Labor</p> <p>Equipment</p> <p style="text-align: right;"><b>Total \$1,601.00</b></p>	<p><b>\$1,376.00</b></p> <p><b>\$225.00</b></p> <p><b>\$688.00</b></p> <p><b>\$750.00</b></p> <p><b>Total: \$3,039.00</b></p>

Inclusions	Exclusions & Qualifications
<p>Clean up to a central location.</p> <p>All sealants per our scope to crate smooth paint transitions.</p> <p>Equipment for our scope of work.</p> <p>Removal of hazardous materials from sites.</p>	<p>Painting of Galvanized door and frames</p>
<p>* ACP will provide supervision and management of its work, equipment for its use and clean up of our debris for disposal into an on-site receptacle. The Trash receptacle and its expense are to be -provided by others.</p> <p>* Hourly rate \$43.00</p>	<p>*Any premium expense for shift of overtime labor, or unnecessary and unproducti labor required as a result of any acceleration of schedule or as a result of delays caused by others is excluded. All temporary enclosure, lighting ventilation, heating and/or utilities are exclude from bid, though they may be required for proper installation of certain materials</p>
<b>Acknowledgements</b>	<b>Sales Tax: Exempt</b>
	Submitted by: <i>Gerson Vasquez</i>

Company Rep. Shilon Enterprises Inc.  
Signature to proceed \_\_\_\_\_



## J & D Fabricators Inc

334760 E Highway 66  
Wellston OK 74881  
405-356-2243 Fax 405-356-9430  
john@jdfab.us, jerry@jdfab.us

**Project Name & Number:** Atkinson Park 21-019

**ATTENTION:** David French

**Change Order #** 21-019-03

Please note J & D Fabricators will not proceed on this Change Order # 21-019-03 until it has been Authorized by David French and Returned.

Change Order Description	Amount
Pricing for RFI #45 to be supplied as plain material to be field cut and installed all prime painted. 120 pcs. L1 1/2 x 1 1/2 x 1/8 @ 10'-0" 8 pcs. L1 1/2 x 1 1/2 x 1/8 @ 20'-0" access panels 8 pcs. PL 1/4 x 1 1/2 @ 20'-0" panel frames along with 1/4" Galv. cable and clamps and 625 tek screws and washers. <b>Tax Rate:</b>	\$2,762.00

Erection Included

**Total (No Tax-Exempt)** \$2,762.00

Erection Not Included

**Total With Tax**

- All prices are f.o.b. Wellston, Oklahoma with freight allowed to your job site.
- This quotation is valid for a period of 30 days.
- Payment to J & D Fab is the responsibility of the customer and is not contingent on payment by the owner.
- Payment is due for all material (including joists and deck) within 30 days of delivery.
- No retainage on fabricated material is allowed.
- Testing of J & D Fab's welds must be done at the fabrication plant.

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

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

Respectfully,  
J & D Fab  
Project Manager

Date: 6-14-22



**Public Works Administration**  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
(405) 739-1061

**Memorandum**

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: June 28, 2022

Subject: Discussion and consideration for adoption, including any possible amendment, to approve the annual water meter schedule of fees as stated per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.

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The fee assessment reflects an increase of water meter supply pricing to begin July 1, 2022. Additional change includes all 5/8 x 3/4" new water meter installation(s) shall require an "ALLY" meter in lieu of an iPerl meter. Ally meters provides an historical electronic usage report, pressure, water temperature and the ability to remotely change flow valve position. Iperl meters are limited to historical electronic usage report only. Line Maintenance shall provide, to Community Development upon permit application, a current fee for water meter(s) eight (8) inch diameter or larger.

Size	2021-2022	2022-2023
5/8 X 3/4"	\$ 304.19	\$ 600.82
1"	\$ 378.31	\$ 435.82
1 1/2"	\$ 627.61	\$ 705.82
2"	\$ 1060.21	\$ 1185.82
3"	\$ 1261.06	\$ 1410.82
4"	\$ 2244.41	\$ 2500.82
6"	\$ 3800.01	\$ 4228.16
8" and larger	<b>TBD</b> <i>(Supplier quote + City Staff delivery and inspection)</i>	<b>TBD</b> <i>(Supplier quote + City Staff delivery and inspection)</i>

Action is at the discretion of the Council.

Respectfully submitted,

R. Paul Streets  
Public Works Director



**Public Works Administration**  
 8730 S.E. 15<sup>th</sup> Street,  
 Midwest City, Oklahoma 73110  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
 (405) 739-1061  
[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Mayor and Council  
 From: R. Paul Streets, Public Works Director  
 Date: June 28, 2022

Subject: Discussion and consideration for adoption, including any possible amendment of renewing a contract, with modifications, for FY 22-23 Midstate Traffic Control, Inc. for traffic signal maintenance.

The Street Department contract with Midstate Traffic Control, Inc. is an annual five (5) year contract with provisions for total of ten (10) annual renewals. This is the sixth year for renewal of this contract. Midstate Traffic Control, Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments, for FY 22-23.

The following is an itemized list of rate adjustments:

**Traffic Signal Maintenance**  
**Price Increase Adjustments:**

<u>DESCRIPTION</u>	<u>FY 21-22</u>	<u>FY 22-23</u>
BASE/MONTHLY RATE:	\$ 4,543.00	\$4,911.20
Allowance for the addition of each signalized intersection:	\$ 79.25	No Change
Allowance for the addition of each signalized school zone:	\$ 22.00	No Change

**OKIE LOCATES RATES (Per Location):**

Emergency Rate (two hour response):	\$ 140.00	No Change
Standard Rate (48 hour response):	\$ 110.00	No Change

**LOOP INSTALLATION RATE:** \$ 4.35 per linear fee No Change

**BULB REPLACEMENT RATES:**  
**(Labor and Equipment)**

Rate shall be calculated for 1 to 3 bulbs at various locations per bulb per call out:	\$ 75.00	No Change
Rate shall be calculated for 4 or more bulbs at various locations per bulb per call out:	\$ 75.00	No Change

**DAMAGE/RECONSTRUCTION/MODIFICATION RATES:**

Hourly rate per man:	\$ 49.85	No Change
Equipment rates:	Plus 15 %	No Change
Materials rate shall be based upon a percentage of markups over contractor cost and verifiable by paid invoice.	Plus 15%	No Change

In FY 22-23 approximately \$175,000.00 was encumbered with Midstate Traffic Control, Inc. for Traffic Signal Maintenance.

Action is at the discretion of the Council.

Funds were budgeted and are available in all departments' contractual accounts.

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets  
Public Works Director



**Public Works Director**  
**R. Paul Streets**  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 / Fax: 405-739-1090

May 27, 2022

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

“Traffic Signal Maintenance”

Dear Mr. Scantling,

It is time to renew the City of Midwest City’s contracts for FY 2022/23. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your answer, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

\_\_\_\_\_  
\_\_\_\_\_  
 \_\_\_\_\_  
Yes, we agree to continue the present contract without modification.  
No, we are not able to continue the present contract without modification.  
Yes, we agree to continue the present contract with modification.

Sign: \_\_\_\_\_ Title: Exec. V. President Date: 6/3/2022





**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

[www.midwestcityok.org](http://www.midwestcityok.org)

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 28, 2022

Subject: Discussion and consideration for adoption, including any possible amendment, of renewing a contract, with modifications, for FY 22-23 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual five (5) year contract with provisions for total of ten (10) annual renewals. This is the (3) third year for renewal of this contract. Silver Star has agreed to amend the contract, exercising the contract's provision for renewal with rate adjustments, for FY 22-23. In FY 21-22 funds were available for encumbrance for Public Works General and Emergency Services.

The following is an itemized list of rate adjustments:

**Price Increase Adjustments:**

**LABOR RATES**

STAFF ENGINEER From 211.00 To 222.18  
SENIOR PROJECT MANAGER From 78.83 To 83.01  
PROJECT SUPERINTENDENT From 49.86 To 52.50  
EQUIPMENT OPERATOR From 27.09 To 28.53  
LABORER From 23.94 To 25.21  
CONCRETE FINISHERS From 32.38 To 34.10  
LICENSED SURVEYOR AND FIELD CREW From 172.16 To 181.28

**CONCRETE PAVING REPAIRS**

100 to 20 SY (6"DEPTH) From 62.09 To 65.86  
100 TO 200 SY (8" DEPTH) From 72.00 To 76.67  
100 TO 200 SY (10" DEPTH) From 79.96 To 85.53  
201 TO 500 SY (6" DEPTH) From 59.03 To 62.80  
201 TO 500 SY (8" DEPTH) From 67.68 To 72.20  
201 TO 500 SY (10" DEPTH) 75.64 To 81.06  
500 TO 1000 SY (6" DEPTH) From 54.45 To 57.94  
50 TO 1000 SY (8" DEPTH) From 63.76 To 68  
500 TO 1000 SY (10" DEPTH) From 71.31 To 76.45  
CURB AND GUTTER (LESS THAN 100 L.F.) From 56.58 To 59.10  
CURB AND GUTTER (OVER 100 L.F.) From 40.57 To 42.40



SIDEWALKS (4" THICK LESS THAN 100 S.Y.) From 83.66 To 88.15  
SIDEWALKS (4" THICK MORE THAN 100 S.Y.) From 75.29 To 79.24  
ADDL COST PER CUBIC YARD FOR From 5.40 To 6.40

### **ASPHALT PAVING CONSTRUCTION AND REPAIR RATES**

100 TONS PER DAY MIN. From 56.99 To 60.01  
101 TO 200 TONS PER DAY From 39.73 To 41.84  
201 TO 400 TONS PER DAY From 24.31 To 25.60  
401 TO 700 TONS PER DAY From 13.44 To 14.15  
701 TONS AND OVER PER DAY From 9.93 To 10.46  
TRACKLESS TACK COAT From 8.34 To 8.78  
TYPE S3 PER TON (MATERIAL ONLY) From 52.45 To 64.00  
TYPE S4 PER TON (MATERIAL ONLY) From 61.25 To 78.00  
TYPE S5 PER TON (MATERIAL ONLY) From 66.10 To 82.00  
FREIGHT FOR ASPHALT WITHIN MWC From 7.82 To 8.23  
(14 TON HOURLY EQUIPMENT RATES)

### **EQUIPMENT RENTALS**

ROAD GRADER From 94.25 To 98.02  
FRONT END LOADER From 88.27 To 91.80  
SOIL COMPACTOR From 71.33 To 74.18  
WATER TRUCK From 52.94 To 55.06  
DUMP TRUCK From 57.83 To 60.14  
DEMO TRUCKS & TRAILERS (40CY) From 87.29 To 90.78  
DEMO TRUCKS & TRAILERS (70CY) From 118.45 To 123.19  
SELF LOADING KNUCKLE BOOM TRUCKS (45CY) From 106.09 To 110.33  
TRAILER MOUNTED WOOD CHIPPER (8' DIA.) From 62.83 To 65.34  
SEMI END DUMP TRUCK & TRAILER From 75.19 To 78.20  
TRACK HOE (90,000 LBS CLASS) From 204.97 To 213.17  
TRACK HOE (60,000 LBS CLASS) From 174.07 To 181.03  
SCRAPER (615 CAT OR EQUAL) From 156.56 To 162.82  
SKID STEER LOADERS From 53.56 To 55.70  
ROAD RECLAIMER (BOMAG 362 TYPE) From 194.52 To 202.30  
ROAD RECLAIMER (CMI RS 500 TYPE) From 285.72 To 297.15  
BACK HOE OR MINI HOE From 57.68 To 59.99  
STREET SWEEPER From 128.75 To 133.90  
BULL DOZER CAT D-7 OR EQUAL From 202.91 To 211.03  
BULL DOZER CAT D-6 OR EQUAL From 153.47 To 159.61  
BULL DOZER DEERE 400 From 87.55 To 91.05  
GRADE ALL EXCAVATOR (OR SIMILAR TYPE EXCAVATOR) From 144.20 To 149.97  
TREE SPADE TRUCK 60" SPADE From 87.55 To 91.05  
MILLING MACHINE From 334.75 To 348.14  
TRACTOR BOX BLADE From 61.80 To 64.27  
SALT & SAND TRUCKS From 87.55 To 91.05  
BAT WING BRUSH MOWER & 90 HORSE TRACTOR From 66.95 To 69.63  
BUCKET TRUCK From 108.15 To 112.48  
AIR CURTAIN BURNER From 30.90 To 32.14  
TUB GRINDER (MIN750 HP) From 942.45 To 980.15  
EXTRA CREW PU TRUCKS AS NEEDED (3/4 Ton) From 83.43 To 86.77

## **OTHER COMMON USED MATERIALS**

AGGREGATE BASE ROCK From 39.94 To 41.39  
RECYCLED CONCRETE BASE ROCK From 24.36 To 25.65  
RIP RAP STONE (18" Size ODOT Specs) From 63.70 To 65.94  
CEMENT KILN DUST From 68.02 To 86.02  
SAND FOR ICE CONTROL (To City Yard) From 24.27 To 24.77  
BONDS AS NEEDED (Per Thousand Dollars) From 0.90 To No Change

## **EMERGENCY SERVICES**

VEGETATIVE DEBRIS REMOVAL BY CY (Exclude Tipping Fees) From 21.50 To 22.64  
VEGETATIVE DEBRIS REMOVAL BY CY (Include Tipping Fees) From 26.65 To 28.06  
VEGETATIVE DEBRIS REMOVAL BY Ton (Exclude Tipping Fees) From 138.50 To 145.84  
VEGETATIVE DEBRIS REMOVAL BY Ton (Include Tipping Fees) From 160 To 168.48  
TRIMMING OF HAZARDOUS TREES & LIMBS From 120.00 To 126.36  
TREE REMOVAL (0-24" DBH Per Tree) From 300.00 To 315.90  
TREE REMOVAL (24-48" DBH Per Tree) From 485.00 To 510.71  
TREE REMOVAL (>48" DBH Per Tree) From 780.00 To 821.34  
C & D STROM DEBRIS REMOVAL BY THE CY From 28.00 To 29.48  
C & D STROM DEBRIS REMOVAL BY THE TON From 92.65 To 97.56

## **NON-EMERGENCY CURBSIDE DEBRIS CLEAN-UP**

VEGETATIVE DEBRIS REMOVAL BY CY (Exclude Tipping Fees) From 19.50 To 20.53  
VEGETATIVE DEBRIS REMOVAL BY CY (Include Tipping Fees) From 25.00 To 26.33  
VEGETATIVE DEBRIS REMOVAL BY Ton (Exclude Tipping Fees) From 115.50 To 121.62  
VEGETATIVE DEBRIS REMOVAL BY Ton (Include Tipping Fees) From 140.00 To 147.42  
C & D STROM DEBRIS REMOVAL BY THE CY From 20.00 To 21.06  
C & D STROM DEBRIS REMOVAL BY THE TON From 120.00 To 126.36

The above rate increases are a direct result of the increased cost of oil and fuel.

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

In FY 22-23 funds will be available to be encumbered for Public Works General and Emergency Services.

Action is at the discretion of the Mayor and City Council.

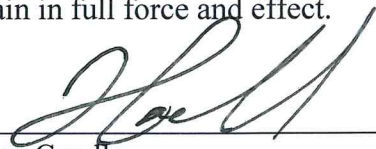
R. Paul Streets  
Public Works Director

Attachment: Agreement Letter and Amendment to Agreement

**FIRST AMENDMENT TO AGREEMENT**  
**FOR Public Works General and Emergency Services**  
**BETWEEN Silver Star Construction Co. Inc.**  
**AND**  
**CITY OF MIDWEST CITY**

The term for this Agreement is extended for one year, commencing on July 1, 2022 and ending on June 30, 2023. This Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.

The terms in the letter attached hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.

  
\_\_\_\_\_  
Tim Caudle  
President  
Date: 6/21/22

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor  
Date: \_\_\_\_\_

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

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney



**Public Works Administration**  
R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, OK 73110

May 18, 2022

Silver Star Construction Co., Inc.  
Mr. Steve Shawn  
2401 S. Broadway  
Moore, OK 73160

“Public Works General and Emergency Services”

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

Dear Mr. Shawn:

It is time to renew the City of Midwest City contract for FY 2022/23. As you will recall, we have the option to renew our contracts in the event that no changes or if modifications are agreed upon by both parties. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid or renew with modifications are accepted. Depending upon your answer we will follow with the appropriate documentation.

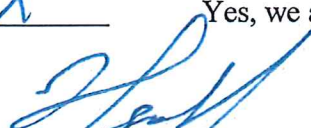
Thank you for your assistance with this matter.

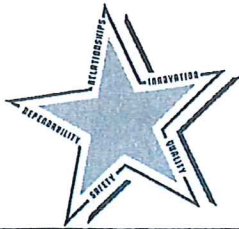
R. Paul Streets  
Public Works Director

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

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

X \_\_\_\_\_ Yes, we agree to continue the present contract with modification.

Sign:  Title: President Date: 5/19/22



# Silver Star Construction Co., Inc.

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

5/26/22

The City of Midwest City  
8730 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110

Attn: Mr. Paul Streets

Re: Contract renewal

Please review our proposed contract renewal costs for fiscal year 2022 / 2023. As you review the proposal you will notice that we have been able to hold the costs on a great many items. We are requesting a 5.3% percent increase (based on the southwest C.P.I. for the previous calender year per the contract) in our base contract costs to fund a modest pay increase for our employees.

There are a few construction material and equipment increases as well that also stem from cost increases in equipment, diesel, labor costs and from the material suppliers in general i.e.: aggregate stone costs and concrete. *(As per our contract if oil and asphaltic cement prices fall or rise we will lower or raise the cost of the asphalt accordingly)*

Please review these costs, and let me know if you have any questions. I do want to thank you for the opportunity to serve the City of Midwest City for another year. From myself and our approximately two hundred and twenty employee owners at Silver Star Construction Company, we appreciate our long relationship with the City of Midwest City and thank you for selecting us to be your public works contractor

Respectfully,

Tim Caudle



An Employee Owned Company



*City Of Midwest City 2022 Contract Proposed Renewal Pricing*

	Current	Increase	Renewal	Justification
<b>Labor</b>				
Staff Engineer	\$211.00	\$11.18	\$222.18	5.3% CPI Adjustment
Senior Project Manager	\$78.83	\$4.18	\$83.01	5.3% CPI Adjustment
Project superintendent	\$49.86	\$2.64	\$52.50	5.3% CPI Adjustment
Equipment Operator	\$27.09	\$1.44	\$28.53	5.3% CPI Adjustment
Laborer	\$23.94	\$1.27	\$25.21	5.3% CPI Adjustment
Concrete Finishers	\$32.38	\$1.72	\$34.10	5.3% CPI Adjustment
Licensed Surveyor & Field Crew	\$172.16	\$9.12	\$181.28	5.3% CPI Adjustment
<b>Unit Cost Items</b>				
<b>Concrete Paving Repairs</b>				
100 to 200 SY 6" Depth	\$62.09	\$3.77	\$65.86	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
100 to 200 SY 8" Depth	\$72.00	\$4.67	\$76.67	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
100 to 200 SY 10" Depth	\$79.96	\$5.57	\$85.53	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
201 to 500 SY 6" Depth	\$59.03	\$3.77	\$62.80	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
201 to 500 SY 8" Depth	\$67.68	\$4.52	\$72.20	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
201 to 500 SY 10" Depth	\$75.64	\$5.42	\$81.06	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
501 to 1000 Sy 6" Depth	\$54.45	\$3.49	\$57.94	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
501 to 1000 Sy 8" Depth	\$63.76	\$4.24	\$68.00	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
501 to 1000 Sy 10" Depth	\$71.31	\$5.14	\$76.45	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
Curb & Gutter less than 100' in one area	\$56.58	\$2.52	\$59.10	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
Curb & Gutter over 100' in one area	\$40.57	\$1.83	\$42.40	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
Sidewalk 4" thick (Less than 100 SY)	\$83.66	\$4.49	\$88.15	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
Sidewalk 4" thick ( More than 100 SY)	\$75.29	\$3.95	\$79.24	5.3% CPI Adjustment & Concrete Increase (\$15.00 per CY)
Addl cost per CY for HE Conc.	\$5.40	\$1.00	\$6.40	Concrete increase of \$1.00 per CY
<b>Asphalt Paving Construction &amp; Repairs</b>				
100 tons per day Minimum	\$56.99	\$3.02	\$60.01	5.3% CPI Adjustment
101 to 200 Tons Per day	\$39.73	\$2.11	\$41.84	5.3% CPI Adjustment
201 to 400 tons per day	\$24.31	\$1.29	\$25.60	5.3% CPI Adjustment
401 to 700 tons per day	\$13.44	\$0.71	\$14.15	5.3% CPI Adjustment
701 tons and Over per day	\$9.93	\$0.53	\$10.46	5.3% CPI Adjustment
Trackless Tack Coat	\$8.34	\$0.44	\$8.78	5.3% CPI Adjustment
Type S3 per ton (Material Only)	\$52.45	\$11.55	\$64.00	Aggregate Pricing & Oil price increase
Type S4 per ton (Material Only)	\$61.25	\$16.75	\$78.00	Aggregate Pricing & Oil price increase
Type S5 per ton (Material Only)	\$66.10	\$15.90	\$82.00	Aggregate Pricing & Oil price increase
Freight for Asphalt within MWC (14 ton hrly rates)	\$7.82	\$0.41	\$8.23	5.3% CPI Adjustment
<b>Equipment Rentals</b>				
Road Grader	\$94.25	\$3.77	\$98.02	4% Adjustment Fuel & Equipment Cost Increase
Front End Loader	\$88.27	\$3.53	\$91.80	4% Adjustment Fuel & Equipment Cost Increase
Soil Compactor	\$71.33	\$2.85	\$74.18	4% Adjustment Fuel & Equipment Cost Increase
Water Truck	\$52.94	\$2.12	\$55.06	4% Adjustment Fuel & Equipment Cost Increase
Dump Truck	\$57.83	\$2.31	\$60.14	4% Adjustment Fuel & Equipment Cost Increase
Demo Trucks & Trailers (40CY)	\$87.29	\$3.49	\$90.78	4% Adjustment Fuel & Equipment Cost Increase
Demo Trucks & Trailers (70CY)	\$118.45	\$4.74	\$123.19	4% Adjustment Fuel & Equipment Cost Increase
Self Loading Knuckle Boom Trucks (45CY)	\$106.09	\$4.24	\$110.33	4% Adjustment Fuel & Equipment Cost Increase
Trailer Mounted Wood Chipper (8" Dia.)	\$62.83	\$2.51	\$65.34	4% Adjustment Fuel & Equipment Cost Increase
Semi End Dump truck & Trailer	\$75.19	\$3.01	\$78.20	4% Adjustment Fuel & Equipment Cost Increase
Track Hoe ( 90,000 lbs class)	\$204.97	\$8.20	\$213.17	4% Adjustment Fuel & Equipment Cost Increase
Track Hoe ( 60,000 lbs class)	\$174.07	\$6.96	\$181.03	4% Adjustment Fuel & Equipment Cost Increase
Scraper ( 615 Cat or Equal)	\$156.56	\$6.26	\$162.82	4% Adjustment Fuel & Equipment Cost Increase
Skid Steer loaders	\$53.56	\$2.14	\$55.70	4% Adjustment Fuel & Equipment Cost Increase
Road Reclaimer ( Bomag 362 type)	\$194.52	\$7.78	\$202.30	4% Adjustment Fuel & Equipment Cost Increase
Road Reclaimer ( CMI RS 500 type)	\$285.72	\$11.43	\$297.15	4% Adjustment Fuel & Equipment Cost Increase

Back Hoe Or Mini Hoe	\$57.68	\$2.31	\$59.99	4% Adjustment Fuel & Equipment Cost Increase
Street Sweeper	\$128.75	\$5.15	\$133.90	4% Adjustment Fuel & Equipment Cost Increase
Bull dozer Cat D-7 or equal	\$202.91	\$8.12	\$211.03	4% Adjustment Fuel & Equipment Cost Increase
Bull dozer Cat D-6 or equal	\$153.47	\$6.14	\$159.61	4% Adjustment Fuel & Equipment Cost Increase
Bull dozer Deere 400	\$87.55	\$3.50	\$91.05	4% Adjustment Fuel & Equipment Cost Increase
Grade All excavator (or similar type excavator)	\$144.20	\$5.77	\$149.97	4% Adjustment Fuel & Equipment Cost Increase
Tree Spade Truck 60" Spade	\$87.55	\$3.50	\$91.05	4% Adjustment Fuel & Equipment Cost Increase
Milling Machine	\$334.75	\$13.39	\$348.14	4% Adjustment Fuel & Equipment Cost Increase
Tractor Box Blade	\$61.80	\$2.47	\$64.27	4% Adjustment Fuel & Equipment Cost Increase
Salt & Sand Trucks	\$87.55	\$3.50	\$91.05	4% Adjustment Fuel & Equipment Cost Increase
Bat Wing Brush Mower & 90 Horse Tractor	\$66.95	\$2.68	\$69.63	4% Adjustment Fuel & Equipment Cost Increase
Bucket Truck	\$108.15	\$4.33	\$112.48	4% Adjustment Fuel & Equipment Cost Increase
Air Curtain Burner	\$30.90	\$1.24	\$32.14	4% Adjustment Fuel & Equipment Cost Increase
Tub Grinder (min 750 HP)	\$942.45	\$37.70	\$980.15	4% Adjustment Fuel & Equipment Cost Increase
Extra Crew PU trucks as needed ( 3/4 ton)	\$83.43	\$3.34	\$86.77	4% Adjustment Fuel & Equipment Cost Increase

**Other commonly used materials as Needed**

Aggregate Base 1.5 Crusher run delivered	\$39.94	\$1.45	\$41.39	Increase Aggregate Prices & Freight increases
Recycled Concrete base rock delivered	\$24.36	\$1.29	\$25.65	Increase Aggregate Prices & Freight increases
Rip Rap Stone ( 18 ") delivered	\$63.70	\$2.24	\$65.94	Increase Aggregate Prices & Freight increases
Cement Kiln Dust	\$68.02	\$18.00	\$86.02	Material Rate Increase & Freight increases
Sand For Ice control ( To city Yard)	\$24.27	\$0.50	\$24.77	Increase Aggregate Prices & Freight increases
Bonds as needed ( per thousand dollars)	\$0.90		No Change	

**Emergency Services**

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$21.50	\$1.14	\$22.64	5.3% CPI Adjustment
Vegetative Debris Removal by CY (Include Tipping Fee)	\$26.65	\$1.41	\$28.06	5.3% CPI Adjustment
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$138.50	\$7.34	\$145.84	5.3% CPI Adjustment
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$160.00	\$8.48	\$168.48	5.3% CPI Adjustment
Trimming of Hazardous Trees & Limbs	\$120.00	\$6.36	\$126.36	5.3% CPI Adjustment
Tree Removal (0-24" DBH per tree)	\$300.00	\$15.90	\$315.90	5.3% CPI Adjustment
Tree Removal (24-48" DBH per tree)	\$485.00	\$25.71	\$510.71	5.3% CPI Adjustment
Tree Removal (>48" DBH per tree)	\$780.00	\$41.34	\$821.34	5.3% CPI Adjustment
C & D Storm Debris Removal By the CY	\$28.00	\$1.48	\$29.48	5.3% CPI Adjustment
C & D Storm Debris Removal By the Ton	\$92.65	\$4.91	\$97.56	5.3% CPI Adjustment

**Non-emergency curbside debris clean up**

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$19.50	\$1.03	\$20.53	5.3% CPI Adjustment
Vegetative Debris Removal by CY (Include Tipping Fee)	\$25.00	\$1.33	\$26.33	5.3% CPI Adjustment
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$115.50	\$6.12	\$121.62	5.3% CPI Adjustment
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$140.00	\$7.42	\$147.42	5.3% CPI Adjustment
C & D Storm Debris Removal By the CY	\$20.00	\$1.06	\$21.06	5.3% CPI Adjustment
C & D Storm Debris Removal By the Ton	\$120.00	\$6.36	\$126.36	5.3% CPI Adjustment



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

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: June 28, 2022

Subject: Discussion and consideration of approving, including any possible amendment, a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2022 through June 30, 2023 for \$220,774.80 per year.

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

Staff recommends approval.

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

Debra Wagner  
Emergency Manager



## PUBLIC SAFETY ANSWERING POINT AGREEMENT

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

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

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

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

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

1. Term of Agreement. This agreement shall commence on July 1, 2022 and shall expire on June 30, 2023, unless sooner terminated as provided herein.
2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven (7) days a week. The City shall provide all personnel and equipment required to staff and manage the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.
3. Mutual Aid Agreements. Both the City and the Hospital are hereby authorized to enter into Mutual Aid agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.
4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e. the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each scheduled evaluation.
5. Consideration. The Hospital agrees, in addition to the provision of ambulance services within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal payments, which shall be due and payable to the City on or before the 15<sup>th</sup> day of the month following the receipt of the preceding month's PSAP services. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.
6. Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no

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

7. Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.
8. Termination. Either party may terminate this agreement any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.
9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold harmless the Hospital for any errors, omissions, mistakes, or negligence committed by the City which results in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. Any claim filed against the City must be filed in compliance with the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 et seq.
10. Term. The term for this Agreement is for one year, commencing on July 1, 2022 and ending on June 30, 2023. This Agreement may be extended by mutual agreement of the parties, in writing, for an additional four (4) one-year terms.
11. Venue and Choice of Law. All parties hereto expressly agree that the venue of any litigation relating to or involving this Agreement and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this Agreement shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.
12. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations, or modifications shall be effective unless reduced to writing and signed by all parties hereto.
13. Amendment. This agreement may be amended by mutual agreement of the parties, in writing.

PASSED AND APPROVED by the Mayor and City Council of the City of Midwest City on the 28th day of June, 2022 and by SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St Anthony Hospital - Midwest, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MIDWEST CITY

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Matthew D. Dukes II, Mayor

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Sara Hancock, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Donald Maisch, City Attorney

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

---

Kevin Lewis, M.D., President



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

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Allen Stephenson, Information Technology Director

DATE: June 28, 2022

SUBJECT: Discussion and consideration, including any amendment, of renewing contracts for FY 2022-2023 with Azteca Systems, LLC, First Amendment, for Cityworks maintenance in the amount of \$168,000.00 and Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$170,693.46

Discussion and consideration, including any amendment, of renewing a contract without modifications for FY 2022-2023 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$168,000.00 and Tyler Technologies for software maintenance for Police, 911, and Court in an amount not to exceed \$170,693.46.

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

Staff recommends approval.

Sincerely,

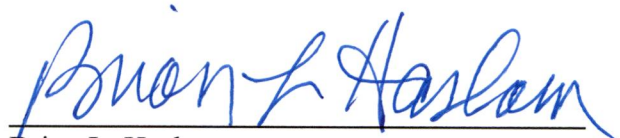
Allen Stephenson, Information Technology Director

**FIRST AMENDMENT TO AGREEMENT  
FOR CITYWORKS  
BETWEEN AZTECA SYSTEMS, LLC  
AND  
THE CITY OF MIDWEST CITY**

Pursuant to 4th Paragraph of the Agreement between Azteca Systems, LLC and the City of Midwest City, the following amendment is hereby agreed to between the parties:

Attachment A to this Amendment, amends certain paragraphs contained in the original agreement between the parties. The paragraphs listed in Attachment A to this Amendment hereby replace and supersede the same paragraphs in the original agreement. All other terms and conditions contained in the original agreement remain in full force and effect.

**AZTECA SYSTEMS, LLC:**



Brian L. Haslam  
President - CEO

Date: 06/14/2022

**For City of Midwest City:**

\_\_\_\_\_  
Matt Dukes, II  
Mayor

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

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

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

# Attachment A



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

Quote Number Q-15109-2  
 Created Date 1/20/2022  
 Expiration Date 6/20/2022

**Contact Information**

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

**Quote Lines**

Product Name	Quantity/ Population	Net Unit Price
ELA - Server AMS/PLL PREMIUM	1.00	USD 168,000.00
<b>TOTAL:</b>		USD 168,000.00

**Notes**

Year 1 Dollar Value	USD 168,000.00	Year 1 Date Range	07/01/2022 - 06/30/2023*
Year 2 Dollar Value	USD 173,040.00	Year 2 Date Range	07/01/2023 - 06/30/2024*
Year 3 Dollar Value	USD 178,231.20	Year 3 Date Range	07/01/2024 - 06/30/2025*

**Notes:**

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

--Includes the following Add-ons:

- Storeroom
- Equipment Checkout
- Contracts
- Cityworks for Excel
- Cityworks Analytics for AMS
- eURL (Enterprise URL)
- Operational Insights
- Workload
- Web Hooks
- CCTV Interface for PACP
- Pavement Management
- Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
- Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

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

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

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

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

Annual fee herein is based on 50,001 - 75,000 population range

\*Prices for Years 1 - 3 have increased to reflect adjustment from the previous years. This change will take effect on your next annual renewal. Each Renewal Period will need to continue to be renewed annually.

## **Terms and Conditions**

### **Payment Terms**

Payment due within 30 days

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

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

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

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

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

### **Software Licensing**

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

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

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

### **Taxes**

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

### **International Customers**

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country



or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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

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

\_\_\_\_\_  
Title

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



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

June 14, 2022

Attn: Jessica Hinds

“FY 22-23 Tyler Technologies Maintenance Agreement”

Jessica,

It is time to renew the City of Midwest City’s contracts for FY 2022/23. In the areas provided below, please indicate that you agree to renew our current contract at the rates set forth in the enclosure under its present terms and conditions, sign and date.

Thank you for your assistance with this matter.

Sincerely,

Allen Stephenson  
Information Technology Director

Company: **Tyler Technologies**  X  Yes, we agree to continue the present contract without modification.

Sign:  Sherry Clark  Title:  Group General Counsel  Date:  June 22, 2022

Encl.



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)

6/6/2022

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

Cust# 43874

To Whom It May Concern:

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

DESCRIPTION	CYCLE DATE	AMOUNT
System Software Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,485.89
CAD (1 dispatcher seat included) - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 11,175.70
E-911 Server Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 2,844.58
NCIC Server Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 3,555.94
Mobile CAD Server Add-on with messaging - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 4,267.16
Mobile CAD Client - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 45,869.86
Mobile AVL Client Add-on - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 7,645.00
Mobile Citations Add-on - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 13,511.97
CAD Mapping Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 2,068.74
RMS Mapping Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 2,062.76
Base RMS System - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 15,645.60
Case Management & Events - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 3,232.56
Intelligence Module - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,066.97
Vehicle Impound - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,955.55
Pawn Tickets - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,066.97
Personnel - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 2,133.65
Jail Intake and Booking Module - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 12,413.19
Sex Offender Registration - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,066.97
Report Writer - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,955.55
Property Room - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 3,911.54
PDA Server Software- Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,422.29
PDA Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 106.20
LiveScan Fingerprint System Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,422.29
HTE Financial Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 3,078.67
Accident Report Diagramming Software Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 319.58
NetMotion Clients w/Policy Module - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 10,618.95
Firehouse CAD Monitor Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,795.70
E-Seek DL Scan Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,908.88
Dispatcher (additional seats) - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 4,267.16
E-911 Client Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 1,066.97
NCIC Client Interface - Maintenance (Monthly)	07/01/2022 - 06/30/2023	\$ 2,133.65
System Software Maintenance - Netmotion Mobility	07/01/2022 - 06/30/2023	\$ 3,616.99
<b>*Applicable taxes not included</b>		<b>Total: \$ 170,693.46</b>

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

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



**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 28, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of reappointing Jim McWhirter and Joel Bryant to the Builders' Advisory Board for an additional three-year term.

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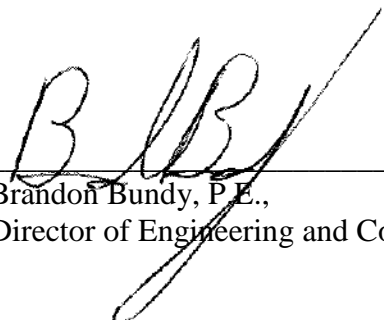
The term of Jim McWhirter expired on March 8, 2022 and Joel Bryant expired on March 22, 2022. They both wish to be considered for reappointment.

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 either be residents of the City or involved in the ownership, operation, or involvement in the building, construction or development business within the City.

The Builders Advisory Board meets on call. Members of the Board serve 3-year terms and are as follows:

Name	Term	Qualifier
Jim McWhirter	expires 3-08-22	Builder / developer
Joel Bryant	expires 3-22-22	(W 6), Builder / developer
Chris Clark	expires 7-25-23	Builder
Steve Merriman	expires 7-25-23	Builder / developer
Jim Campbell	expires 5-28-24	(W 2), Builder / developer
Allen Clark	expires 5-28-24	Builder
Charlie Hartley	expires 5-28-24	Builder

This item was brought before Council on March 22, 2022 with no action taken. At the May 24, 2022 Council Meeting, action was taken to amend the ordinance to reflect how one qualifies for the board appointment.



---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services



Sid Porter  
Chief of Police  
Midwest City Police Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1325  
Fax 405.739.1398

---

**Memorandum**

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: June 28, 2022

SUBJECT: Discussion and consideration including any possible amendment of, declaring (7) Chevrolet Impalas (and their contents) as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

---

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

060071 - 2G1WS583481365967 (08 Chevy Impala)  
060084 - 2G1WD5EM0A1246181 (2010 Chevy Impala)  
060087 - 2G1WD5EM7A1247778 (2010 Chevy Impala)  
060090 - 2G1WD5E39C1156408 (2012 Chevy Impala)  
060092 - 2G1WD5E37C1156648 (2012 Chevy Impala)  
060099 - 2G1WD5E38C1277723 (2012 Chevy Impala)  
060139 - 2G1WD5EM1A1246545 (2010 Chevy Impala)

Auction services are provided to the City by:

1. [www.ebay.com](http://www.ebay.com)
2. [www.govdeals.com](http://www.govdeals.com)
3. [www.pulic-surplus.com](http://www.pulic-surplus.com)

Staff recommends approval.

---

Sid Porter, Chief of Police



City Clerk Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1240  
fax 405.869.8655

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of, declaring a janitor cart, two tables, a book shelf, an office chair, a printer stand, a two drawer filing cabinet, and a Savin C4503 copier, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

---

This agenda item will declare the following items as surplus. The items are no longer needed.

- 1 - Rolling Janitor cart
- 2 - Small Rolling Tables
- 1- Small Rolling Metal Book Shelf
- 1- Office Chair (missing wheels)
- 1 - Rolling Printer Stand
- 1 - 2 Drawer Filing Cabinet
- 1 - Savin C4503 Copier ID#2006

Sara Hancock  
Sara Hancock, City Clerk



DISCUSSION ITEMS-Part A







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

CURRENT PLANNING DIVISION  
Michael Pugh, Associate Current Planner  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** June 28, 2022

**Subject:** (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot.

**Executive Summary:** The area of request is currently the site of a transmission shop. The applicant has requested a Special Use Permit for the additional use of *Automobile Sales and Rentals: Light*. The applicant would like to sell cars in addition to its current use as a transmission shop. Planning Commission recommended approval of this application at May 3<sup>rd</sup> meeting.

**Dates of Hearings:** Planning Commission – May 3<sup>rd</sup>, 2022  
City Council – May 24<sup>th</sup>, 2022

**Council Ward:** 1<sup>st</sup>, Susan Eads

**Owner:** Camille Herndon  
Gamble, Herndon Law Office

**Applicant:** Shaun Dierksen

**Proposed Use:** Automobile  
Sales Lot

**Size:** The area of the request has a frontage of approximately 115' along South Air Depot Boulevard and a depth of approximately 267.5' containing an area of .73 acres, more or less.

**Future Land Use Map:**  
Area of Request – OR, Office Retail  
North and South – OR, Office Retail  
East – OR, Office Retail &





LDR, Low Density Residential  
West — COM, Commercial

**Zoning Districts:**

Area of Request – C-3, Community Commercial  
North, West, and South – C-3, Community Commercial  
East – MIX, Mixed Use Overlay District & R-6, Single Family Detached Residential

**Land Use:**

Area of Request – Transmission Shop  
North – Office building, Rapid Service Center  
East – Vacant lot, residential homes  
South – Air Depot Animal Hospital, Hibachi Sushi & Seafood Buffet  
West – Storage Warehouse

**Comprehensive Plan Citation:**

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops and pawn shops. Commercial uses often locate along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for the outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**Municipal Code Citation:**

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

**7.6. Special Use Permit**

7.6.1. Special Use Permit

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

**(A) Consideration for compatibility**

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

**(B) Review and approval**

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

**(C) Use identified by individual zoning district**

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

**7.6.3 Criteria for Special Use Permit Approval**

**(A) Special use permit criteria**

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

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

**History**

1. 1938 — Service garage was constructed
2. 1990 — Service office shed was constructed
3. The property was zoned C-3 with the adoption of the 2010 Zoning Map.

**Public Comments**

No citizens offered public comment on this Planning Commission item at the May 3<sup>rd</sup> meeting.

**Staff Comments**

**Engineering Division:**

No Engineering improvements are required with this application.

**Fire Marshal's Comments**

The property is required to meet and maintain the requirements of the Midwest City Ordinance Section 15.

**Planning Division**

The applicant met with staff in March of 2022 to request the additional uses of Automotive Sales & Rentals: Light within the C-3, Community Commercial District.

The proposed building will be required to meet the zoning requirements for the C-3, Community Commercial District in place at the time of building permit with regards to exterior materials, setbacks, parking, landscaping, dumpster enclosure, and building coverage.

The property currently has sidewalk across the entire frontage. Proposed sidewalk alterations must meet Midwest City and ADA standards No half street improvements are required with this application.

If approved, the Special Use Permit will expire in twelve (12) months is the uses are not established with a Certificate of Occupancy,

Action is at the discretion of City Council.

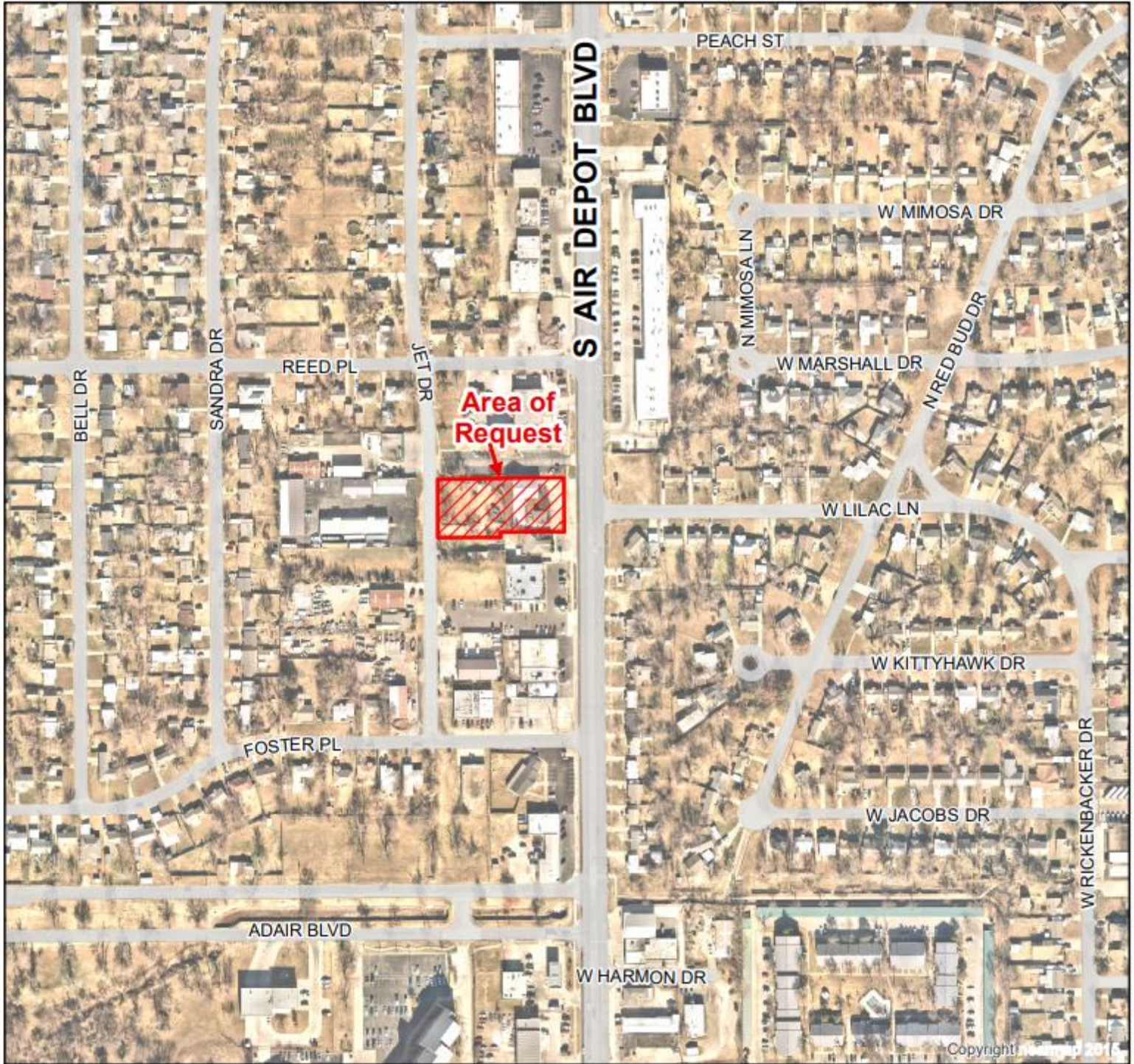
**Action Required:** Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the May 24<sup>th</sup>, 2022 agenda packet and made a part of PC-2111 file. Action is at the discretion of City Council.

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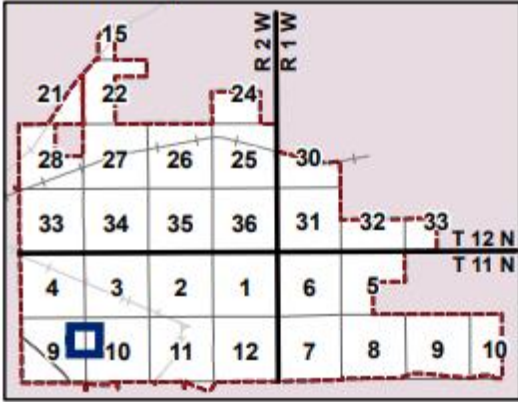
Billy Harless  
Community Development Director

MP

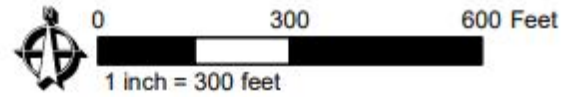




Locator Map

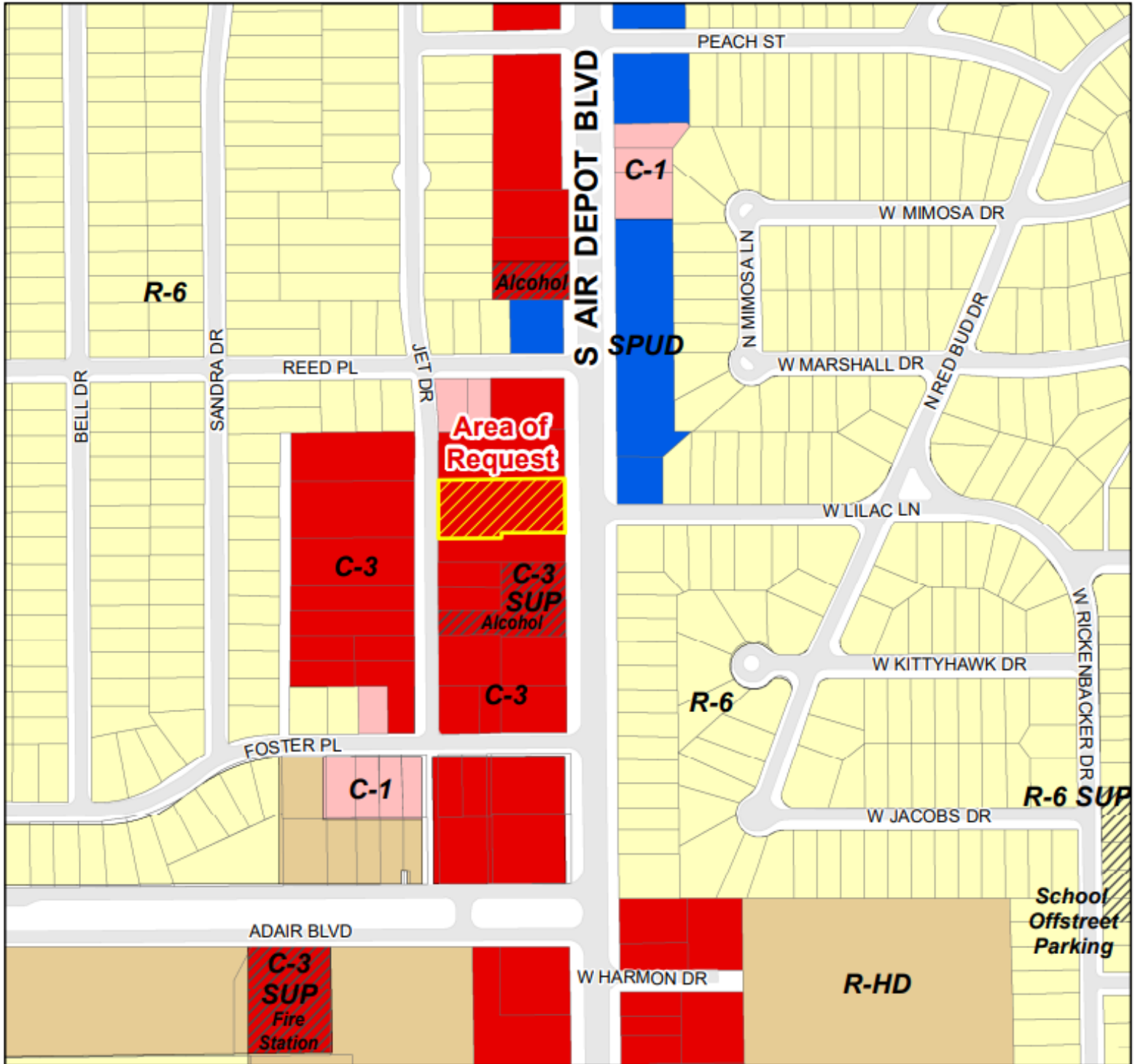


**12/2021 NEARMAP AERIAL VIEW FOR  
PC-2111  
(NE/4, Sec. 9, T11N, R2W)**

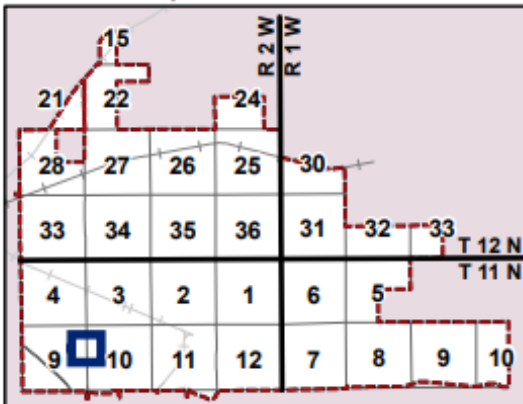


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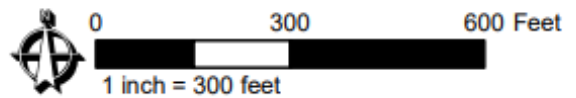
Locator Map



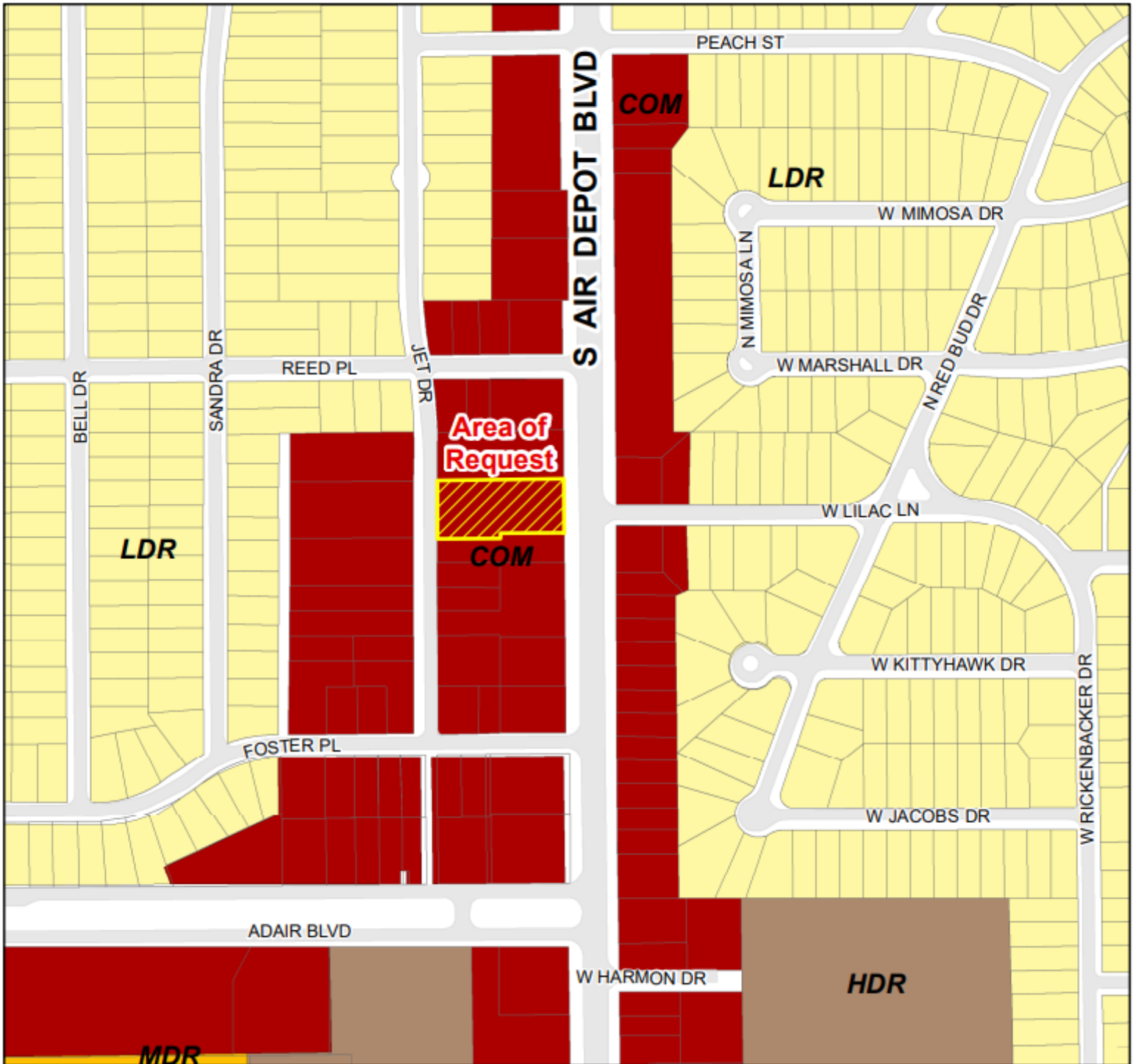
Current Zoning Legend

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

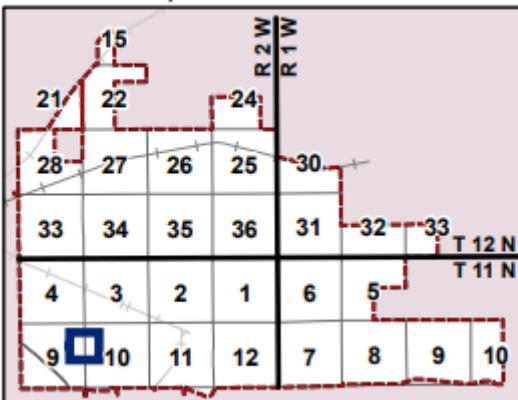
**ZONING MAP FOR  
PC-2111  
(NE/4, Sec. 9, T11N, R2W)**



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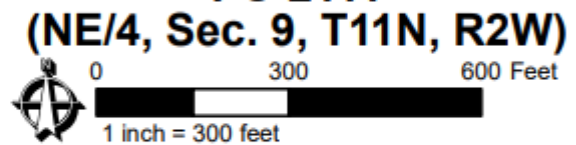
Locator Map



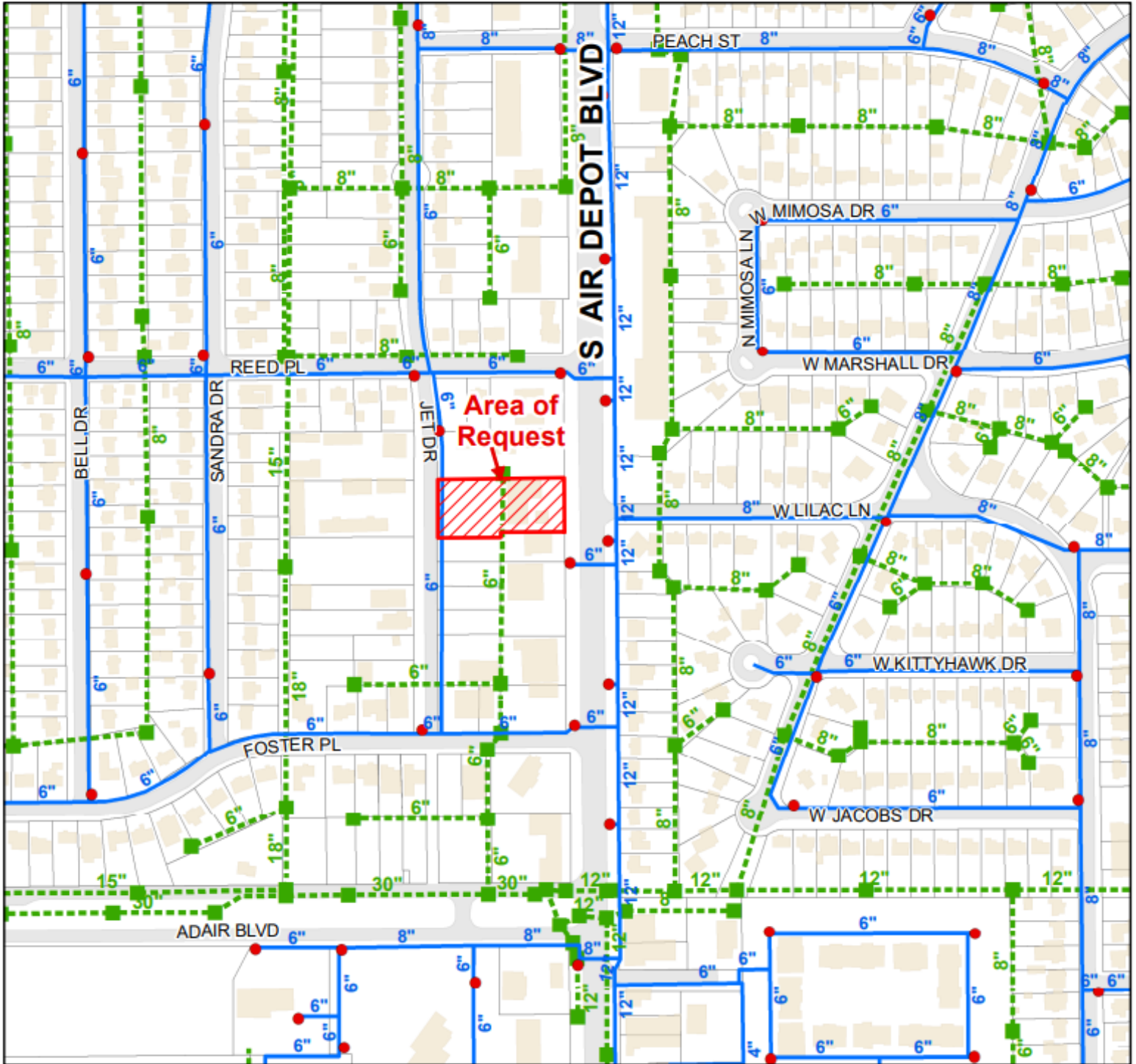
Future Land Use Legend

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

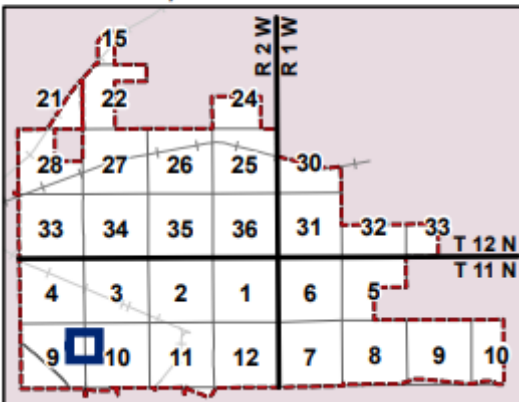
### FUTURE LAND USE MAP FOR PC-2111 (NE/4, Sec. 9, T11N, R2W)



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Locator Map

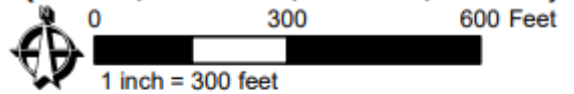


**Water/Sewer Legend**

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

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-2111**

**(NE/4, Sec. 9, T11N, R2W)**

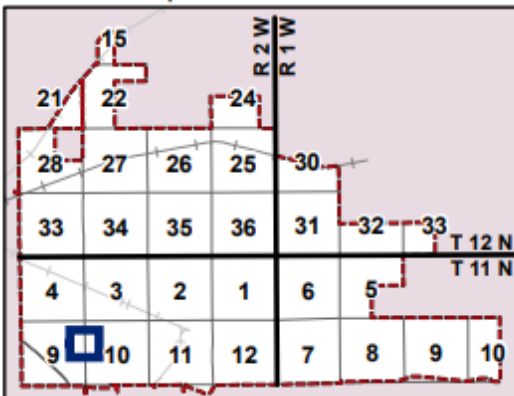


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Locator Map

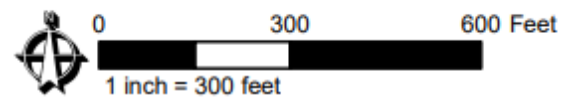


**General Map Legend**

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

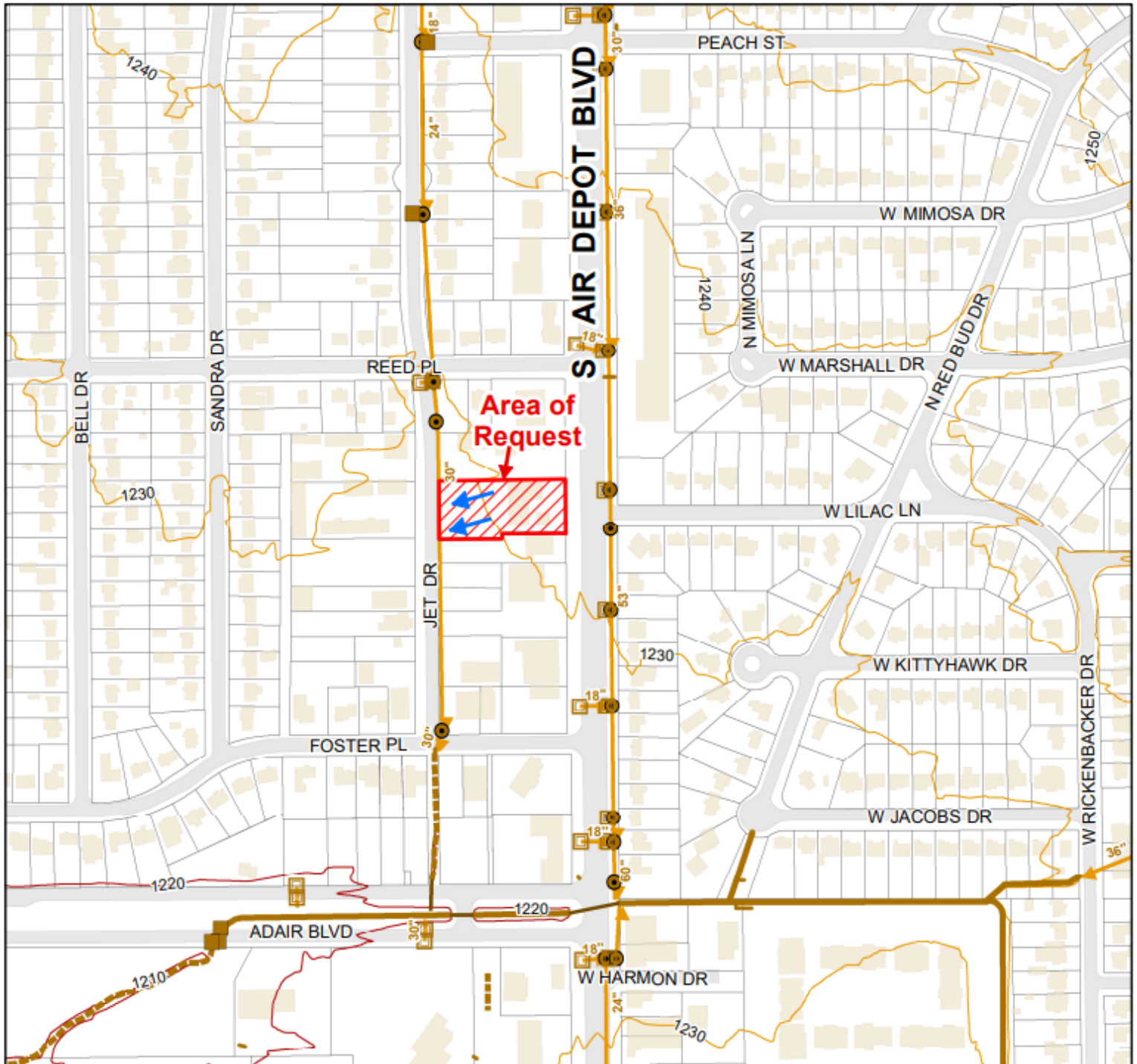
**GENERAL MAP FOR PC-2111**

**(NE/4, Sec. 9, T11N, R2W)**

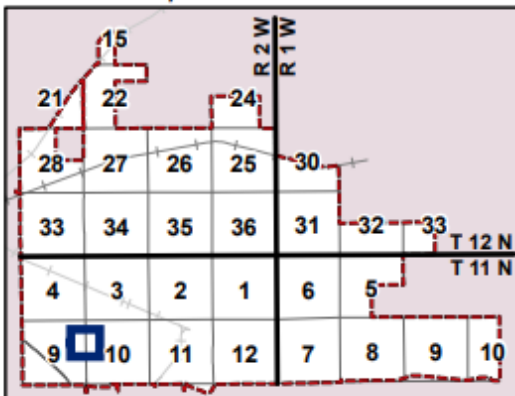


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Locator Map

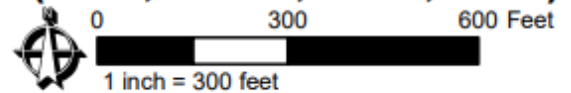


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

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

**DRAINAGE  
LOCATION MAP FOR  
PC-2111  
(NE/4, Sec. 9, T11N, R2W)**



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1 **PC-2111**

2 **RESOLUTION NO. \_\_\_\_\_**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**  
4 **AUTOMOBILE SALES AND RENTALS: LIGHT PERMITTED AND DIRECTING**  
5 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RE-**  
6 **CLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**  
7 **FOR REPEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described  
9 property with a classification of **C-3, Community Commercial**:

10 Frank Smith Subdivision Block 1, Lot 2 & Lots 13 & 14

11 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use  
12 Permit for said property.

13 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**  
14 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

15 That the above described property located in Midwest City, Oklahoma be and is  
16 hereby granted a Special Use Permit to allow the use of allow the use of **Automobile**  
17 **Sales and Rentals: Light.**

18 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-  
19 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

20 THE CITY OF MIDWEST CITY, OKLA-  
21 HOMA

22 \_\_\_\_\_  
23 MATTHEW D. DUKES II, Mayor

24 ATTEST:

25 \_\_\_\_\_  
26 SARA HANCOCK, City Clerk

27 **APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

28 \_\_\_\_\_  
29 DONALD MAISCH, City Attorney













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

CURRENT PLANNING DIVISION  
Michael Pugh, Associate Current Planner  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** June 28<sup>th</sup>, 2022

**Subject:** (PC – 2114) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial zoning district, for the property described as Lot 2 and the North 95 feet of the West 15 feet of Lot 3, McCorkle Park Addition, addressed as 2224 South Air Depot

**Executive Summary:** The area of request is currently the site of a finance office. The applicant has requested a Special Use Permit for the additional use of *Automobile Sales and Rentals: Light*. The applicant would like to sell cars in addition to its current use as a finance office. No one offered public comment concerning this application at the June 7<sup>th</sup> Planning Commission meeting. Planning Commission voted to recommend approval of this application via a 5 to 1 vote, with Chairman R. Smith citing lack of parking for his vote against. Action is at the discretion of City Council.

**Dates of Hearings:** Planning Commission – June 7<sup>th</sup>, 2022  
City Council – June 28<sup>th</sup>, 2022

**Council Ward:** Ward 1, Susan Eads

**Owner:** Paul Crossfield,  
Autohaus Sports Cars

**Applicant:** Paul Crossfield

**Proposed Use:** Automobile  
Sales Lot

**Size:** The area of the request has a frontage of approximately 97' along South Air Depot Boulevard and a depth of approximately 144.2' containing an area of 0.32 acres, more or less.



**Future Land Use Map:**

Area of Request — COM, Commercial  
North — OR, Office/Retail & LDR, Low Density Residential  
South — COM, Commercial  
East – COM, Commercial  
West — OR, Office/Retail

**Zoning Districts:**

Area of Request – C-3, Community Commercial  
East, West, and South – C-3, Community Commercial  
North –R-6, Single Family Detached Residential

**Land Use:**

Area of Request – Finance Office  
North – Single Family Residences  
East – Ron’s Rebuild Shop  
South – True Tech Electric, Carburetor Shop, and Snarky’s Hideaway  
West – Valero, Adair Boulevard

**Comprehensive Plan Citation:**

2.20. – Community Commercial District

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops and pawn shops. Commercial uses often locate along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for the outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**Municipal Code Citation:**

**History**

1. 1971 — Certificate of Occupancy approved
2. The property was zoned C-3 with the adoption of the 2010 Zoning Map.
3. Certificate of Occupancy for the finance office currently present on the property was issued December 20<sup>th</sup>, 2021

**Staff Comments**

**Engineering Division:**

No Engineering improvements are required with this application.

**Fire Marshal’s Comments**

The property is required to meet and maintain the requirements of the Midwest City Ordinance Section 15.

### **Planning Division**

The applicant met with staff in April of 2022 to request the additional uses of Automotive Sales & Rentals: Light within the C-3, Community Commercial District.

The property currently has sidewalk across the entire frontage. Proposed sidewalk alterations must meet Midwest City and ADA standards No half street improvements are required with this application.

If approved, the Special Use Permit will expire in twelve (12) months is the uses are not established with a Certificate of Occupancy.

At the June 7<sup>th</sup> Planning Commission Meeting, no citizen elected to speak during the public comment section. Planning Commission voted to recommend approval of this application via a 5 to 1 vote, with Chairman R. Smith citing lack of parking for his vote against.

Action is at the discretion of City Council.

**Action Required:** Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the June 7<sup>th</sup>, 2022 agenda packet and made a part of PC-2114 file.

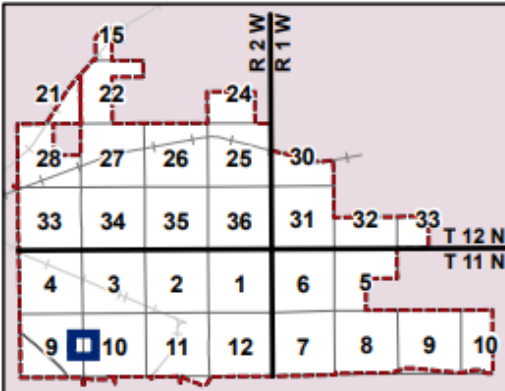
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Billy Harless  
Community Development Director

MP



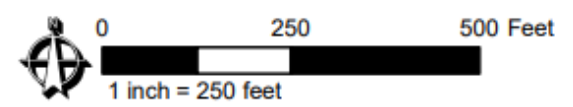
Locator Map



General Map Legend

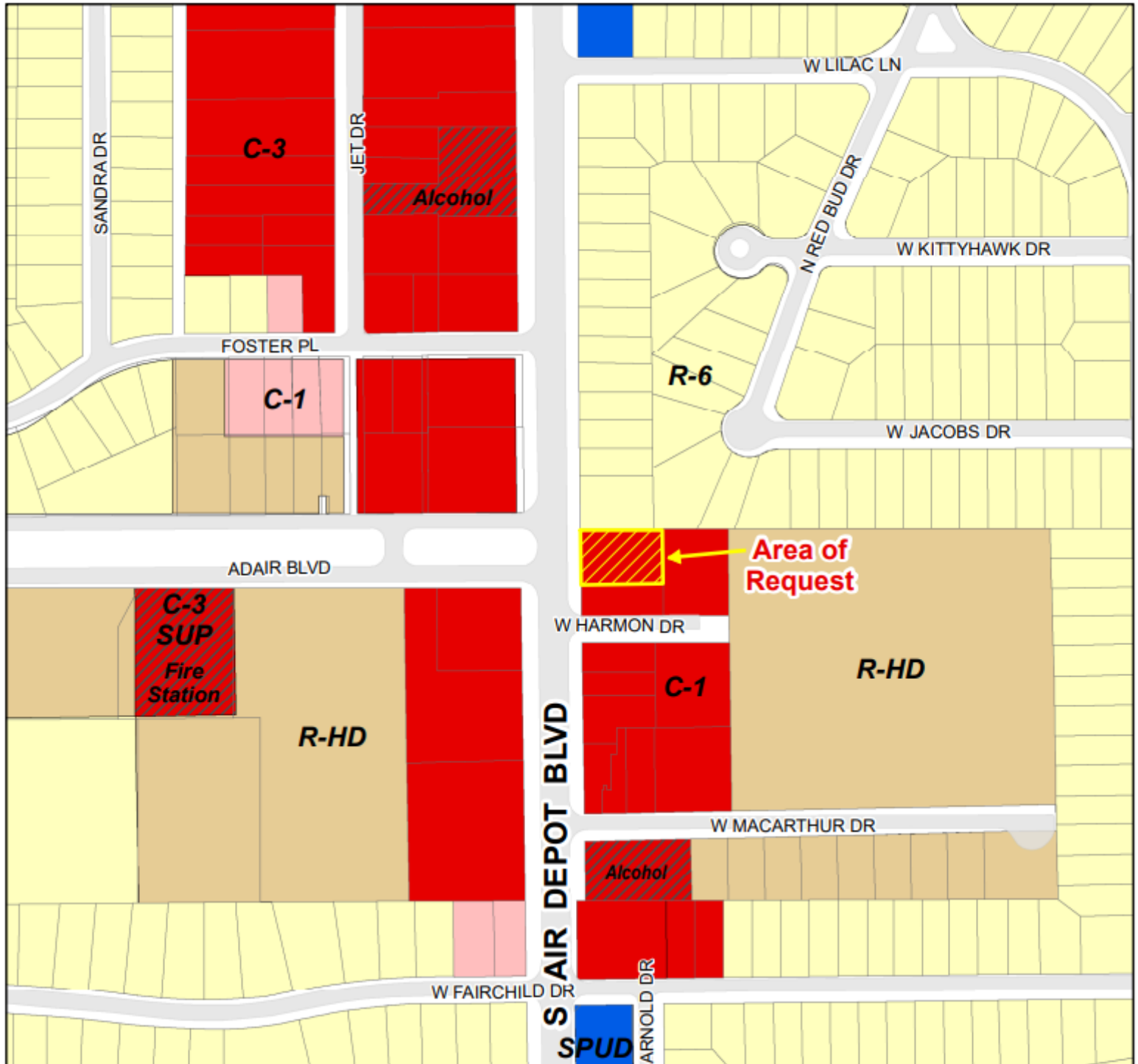
- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

**GENERAL MAP FOR  
PC-2114  
(SW/4, Sec. 10, T11N, R2W)**

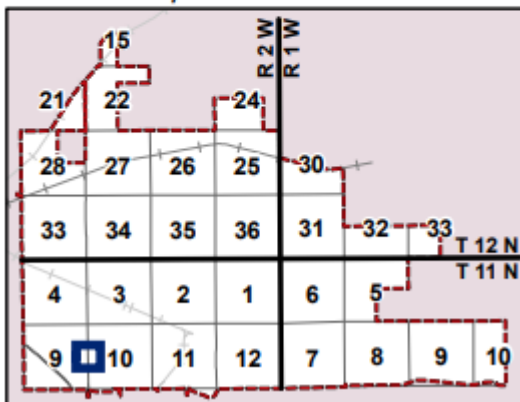


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Locator Map

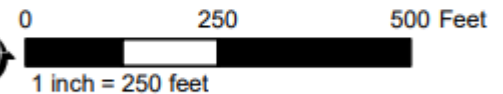


Current Zoning Legend

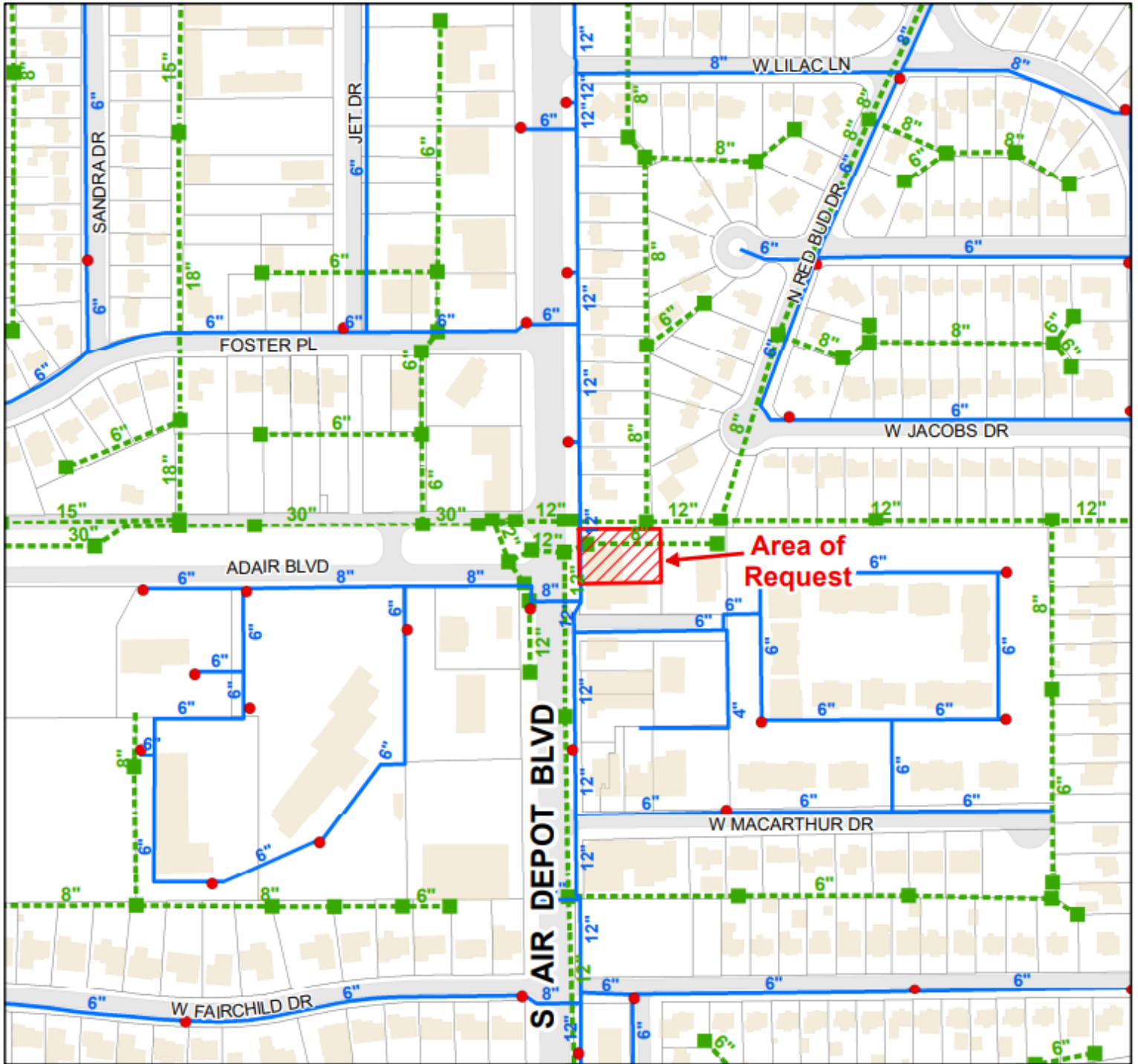
A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

**ZONING MAP FOR  
PC-2114**

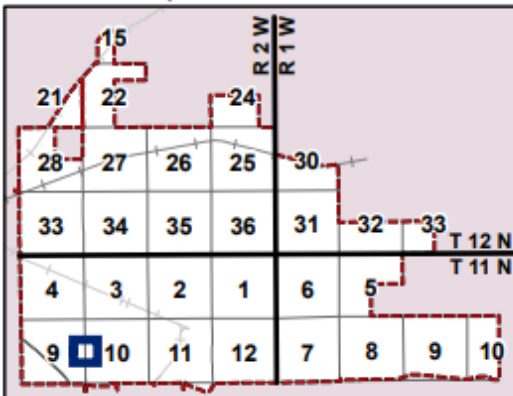
**(SW/4, Sec. 10, T11N, R2W)**



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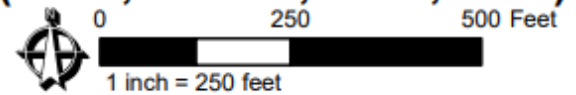
Locator Map



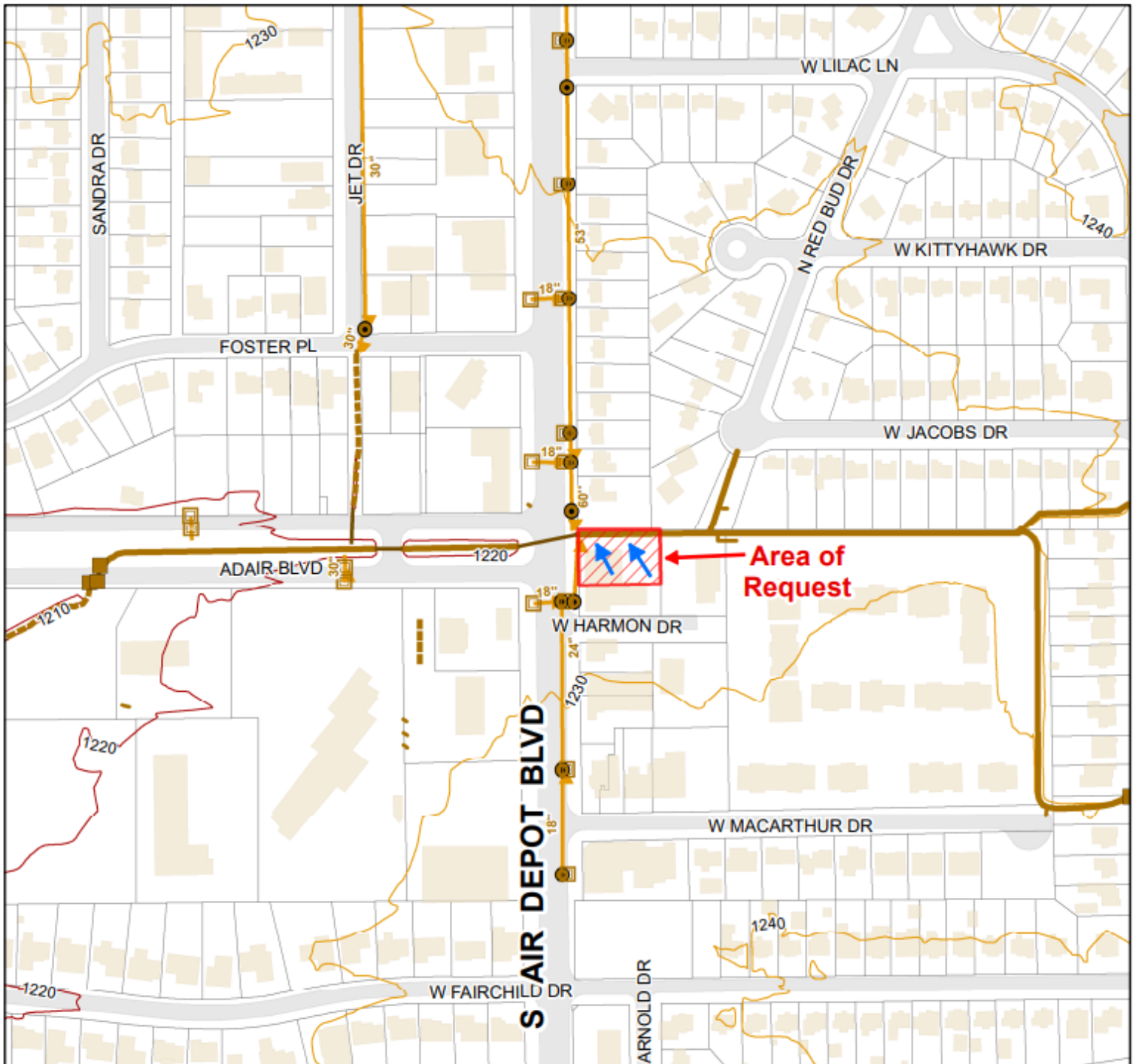
**Water/Sewer Legend**

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

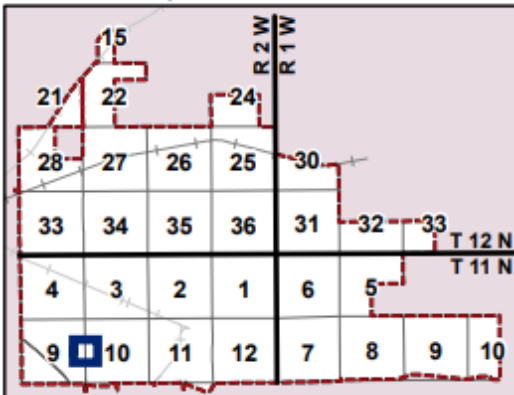
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-2114  
(SW/4, Sec. 10, T11N, R2W)**



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Locator Map

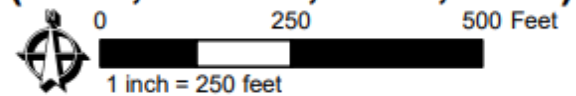


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

2009 FEMA Floodplains

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

## DRAINAGE LOCATION MAP FOR PC-2114 (SW/4, Sec. 10, T11N, R2W)

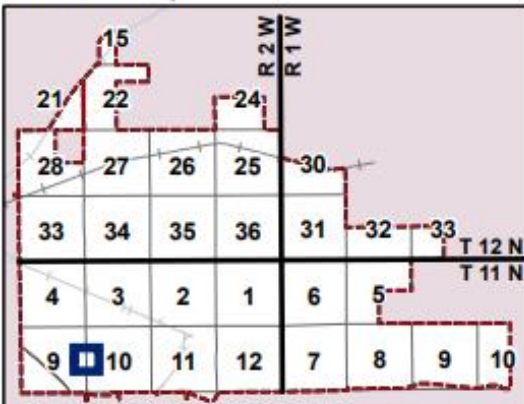


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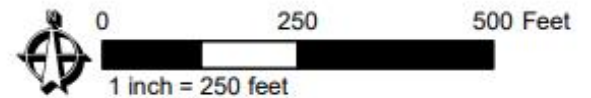




Locator Map

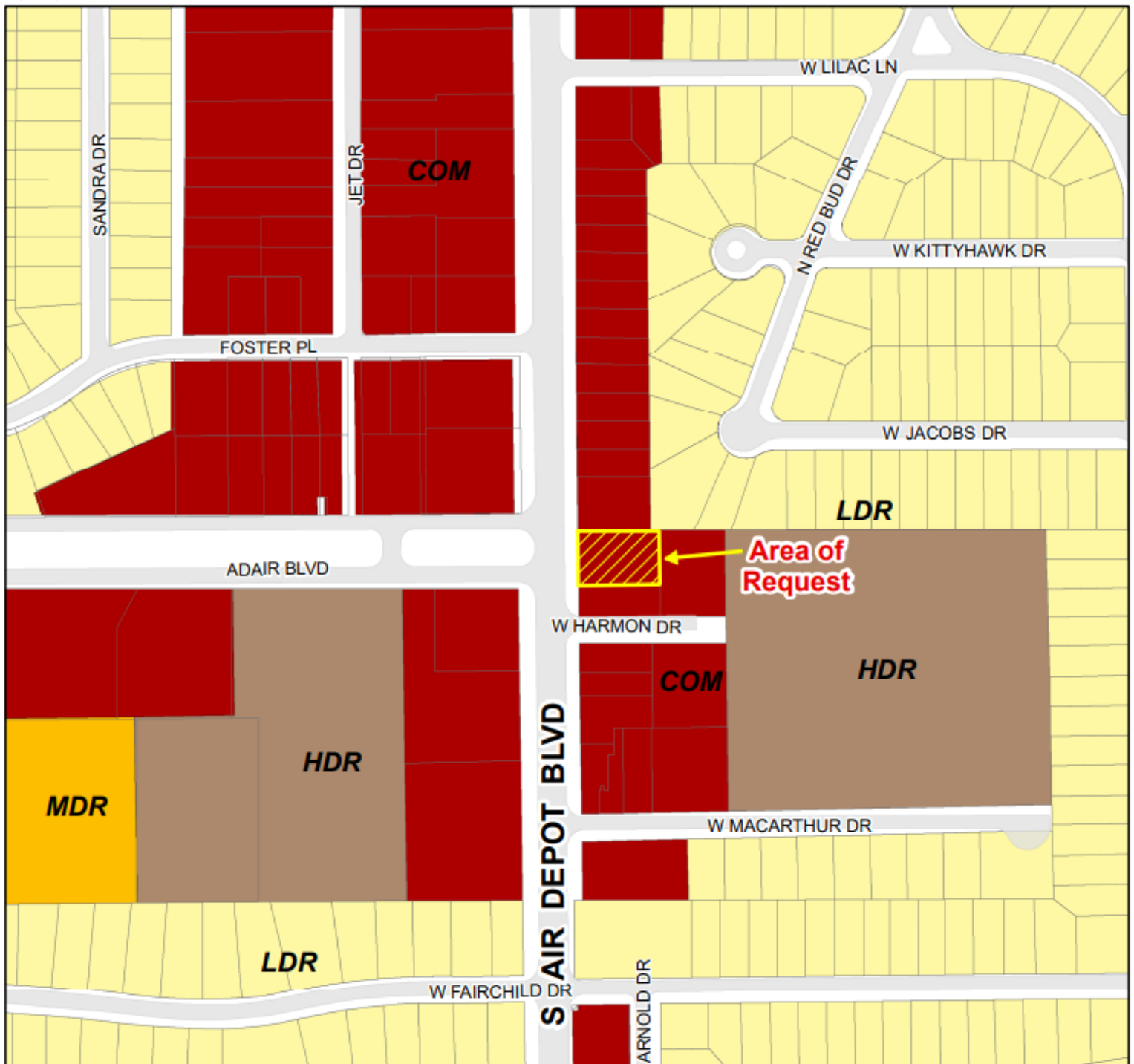


### 4/2022 NEARMAP AERIAL VIEW FOR PC-2114 (SW/4, Sec. 10, T11N, R2W)

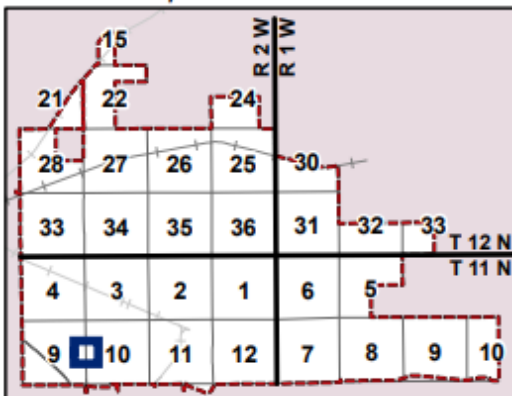


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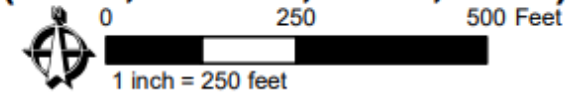
Locator Map



Future Land Use Legend

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

**FUTURE LAND USE  
MAP FOR  
PC-2114  
(SW/4, Sec. 10, T11N, R2W)**



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1 **PC-2114**

2 **RESOLUTION NO. \_\_\_\_\_**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**  
4 **AUTOMOBILE SALES AND RENTALS: LIGHT PERMITTED AND DIRECTING**  
5 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RE-**  
6 **CLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**  
7 **FOR REPEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described  
9 property with a classification of **C-3, Community Commercial**:

10 Lot 2 and the North 95 feet of the west 15 feet of Lot 3, McCorkle Park Addition  
11 of Oklahoma County, Oklahoma

12 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use  
13 Permit for said property.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**  
15 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

16 That the above described property located in Midwest City, Oklahoma be and is  
17 hereby granted a Special Use Permit to allow the use of allow the use of **Automobile**  
18 **Sales and Rentals: Light.**

19 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-  
20 homa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

21 THE CITY OF MIDWEST CITY, OKLA-  
22 HOMA

23 \_\_\_\_\_  
24 MATTHEW D. DUKES II, Mayor

25 ATTEST:

26 \_\_\_\_\_  
27 SARA HANCOCK, City Clerk

28 **APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

29 \_\_\_\_\_  
30 DONALD MAISCH, City Attorney



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

CURRENT PLANNING DIVISION  
Michael Pugh, Associate Current Planner  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** June 28<sup>th</sup>, 2022

**Subject:** (PC-2115) Public hearing with discussion and consideration, including any amendment, of an ordinance to redistrict from R-6, Single Family Detached Residential, to C-3, Community Commercial zoning district for the unplatted property described as the South Half (S/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section One, Township Eleven, North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma addressed as 9809 S.E. 15<sup>th</sup> Street.

**Executive Summary:** This is a request to rezone the property from R-6, Single Family Detached Residential, to C-3, Community Commercial district. The applicant, Ms. Terri Batten, is attempting to sell the property. At the June 7<sup>th</sup> Planning Commission meeting, one citizen who lives immediately north of the parcel spoke up to oppose the rezoning, citing concerns regarding lighting and noise. Planning Commission recommended approval of this application via a unanimous vote. Action is at the discretion of City Council.

**Dates of Hearing:** Planning Commission – June 7<sup>th</sup>, 2022  
City Council – June 28<sup>th</sup>, 2022

**Council Ward:** Ward 2, Pat Byrne

**Applicant:** Terri Batten, Co-Personal Representatives

**Owner:** Terri Batten

**Proposed Use:** Commercial Property to be sold and developed at a later date

**Size:**

The area of request has a frontage of approximately 305' along SE 15<sup>th</sup> Street and a depth of approximately 278' containing an area of approximately 1.95 acres or 84,790 square feet, more or less.

**Development Proposed by Comprehensive Plan:**



Area of Request — LDR, Low Density Residential  
South — PSP, Public/Semi-Public  
West — POS, Parks and Open Space  
East — LDR & OR, Low Density Residential & Office/Retail  
North — LDR, Low Density Residential

**Zoning Districts:**

Area of Request — R-6, Single Family Detached Residential  
North & West — R-6, Single Family Detached Residential  
East — MIX, Mixed Use Overlay  
South — C-3, Community Commercial

**Land Use:**

Area of Request – Vacant  
South — Cornerstone Family Church, open space  
West — Fred Myer’s Ballpark  
North — Single Family Detached Residences  
East — Strip mall containing China Sky restaurant, Nail Salon, Allstate Insurance, donut shop, and Sonic

**Municipal Code Citation:**

2.20. — C-3, Community Commercial

2.20.1. General Description. This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Limited outdoor storage, as defined below, and limited open display, as defined below, shall be permitted.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

**History:**

1. House was built on the property in the early 1980’s
2. The 2010 Zoning Map identified this parcel as R-6, Single Family Detached Residential
3. House present on the property was demolished in 2020

**Staff Comments:**

**Engineer’s report:**

**Note: No engineering improvements are required with this application.**



### **Water Supply and Distribution**

There are two public water mains bordering the proposed parcel, an eighteen (18) inch line along the north side of S.E. 15th Street and a six (6) inch line running along the west side of Meade Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

### **Sanitary Sewerage Collection and Disposal**

There is no sanitary sewer adjacent to this area. Because this is a zoning application; the existing building may remain on septic service. However, any additional buildings meant for human occupation or bathrooms outside the existing, will have to connect to the City sewer main. Any new building permit will require extension of the sanitary sewer system and tying into the public sewer system as outlined in Municipal Code 43-109.

### **Streets and Sidewalks**

Access to the area of request exists off S.E. 15th Street and Meade Drive. S.E. 15th Street is classified as a Secondary Arterial in the 2008 Comprehensive Plan. Meade Drive is classified as a local street in the 2008 Comprehensive Plan. Sidewalk will be required with a building permit along S.E. 15th Street. Sidewalk and half street improvements will be required with a building permit along Meade Drive. Public road and sidewalk improvements are not required as part of this application.

### **Drainage and Flood Control, Wetlands, and Sediment Control**

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 18th, 2009. Detention will be required with any building permit. Downstream impacts must be considered, both during construction and at a fully developed condition.

### **Easements and Right-of-Way**

No further easements or right of way would be required with this application.

### **Fire Marshal's report:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

### **Plan Review Comments:**

This is an application to rezone the parcel located at 9809 S.E. 15<sup>th</sup> Street from R-6, Single Family Detached Residential to C-3, Community Commercial. The applicant intends to sell the property, and wishes to rezone to make the property more desirable for potential developers.

The property fronts onto SE 15<sup>th</sup> street, which is designated as secondary arterial by the comprehensive plan. The Future Land Use Plan designates the area of request as LDR, Low Density Residential.

Any development, commercial or residential, will have to comply with all zoning, fire, development regulations as per City Ordinance

Staff sent notices out to all property owners within 300 feet of the area of request. At the June 7<sup>th</sup> Planning Commission meeting, one citizen who lives immediately north of the parcel spoke up to oppose the rezoning, citing concerns regarding lighting and noise.

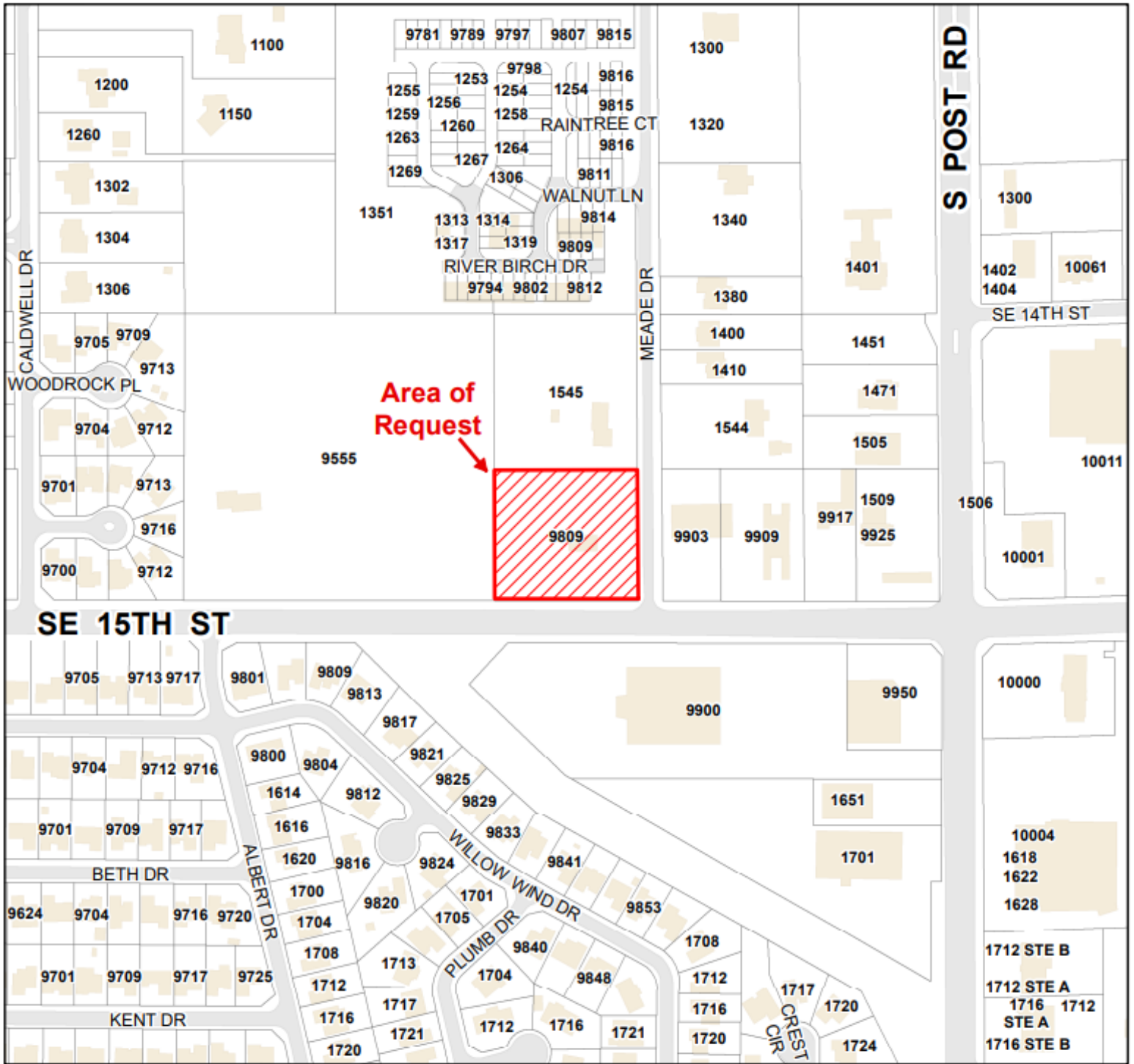
Planning Commission recommended approval of this application via a unanimous vote.

Action is at the discretion of City Council.

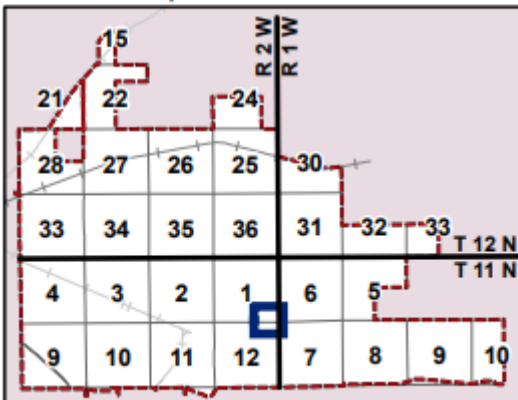
**Action Required:**

Approve or reject the ordinance to redistrict to C-3, Community Commercial, for the property as noted herein, subject to staff comments as found in the June 7<sup>th</sup>, 2022 agenda packet and made a part of PC-2115 file.







Billy Harless,  
Community Development Director  
MP



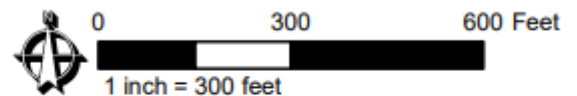
Locator Map



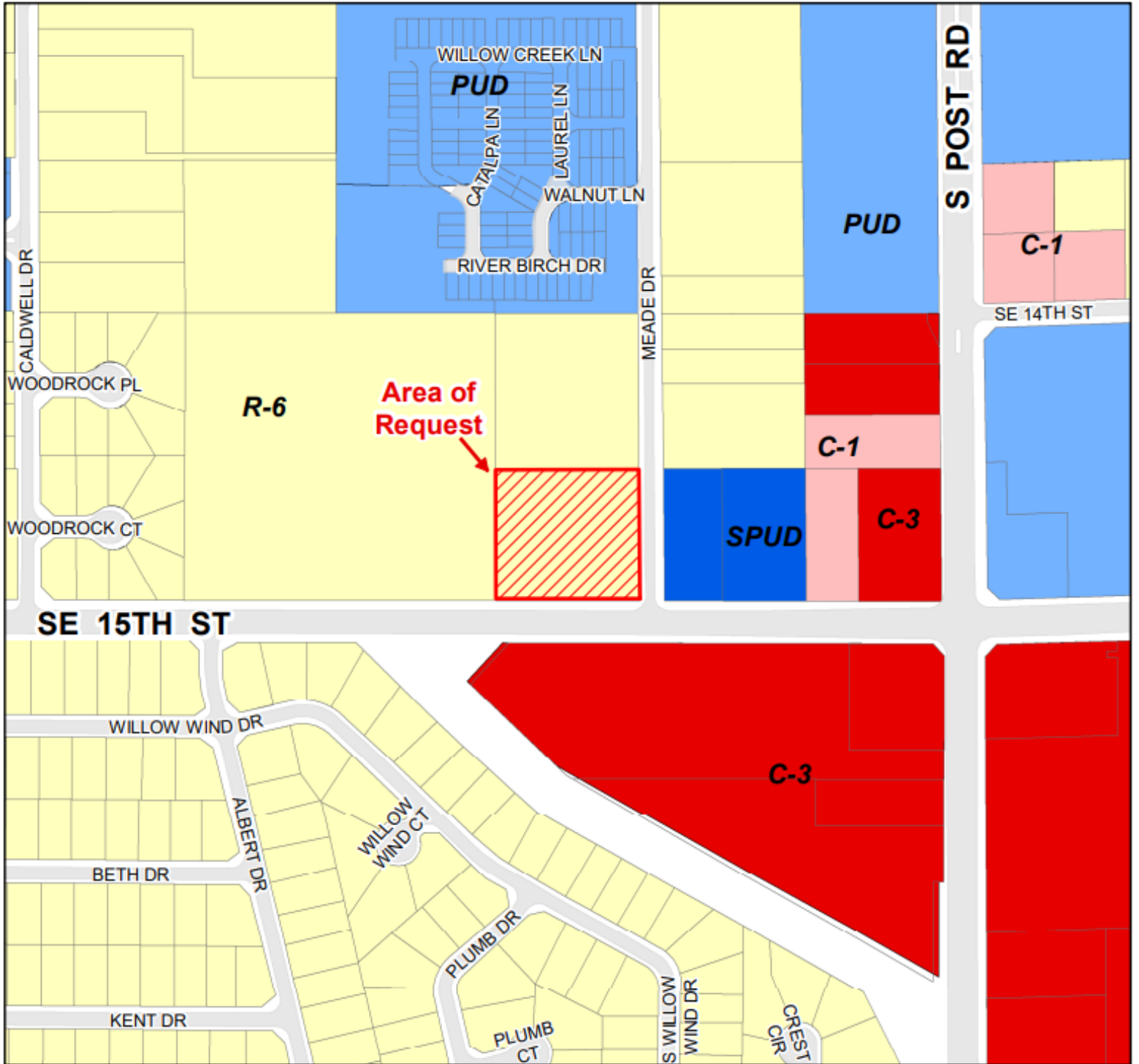
**General Map Legend**

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits
- Railroads**
-  Active
-  Inactive / Closed

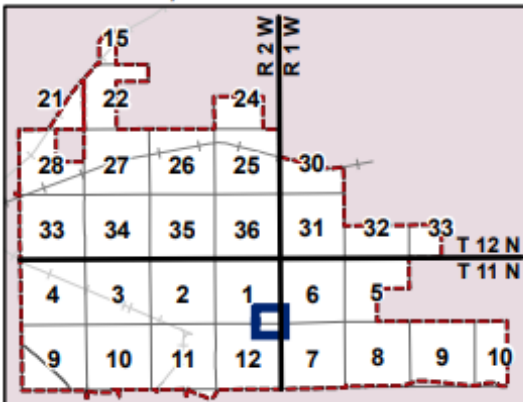
**GENERAL MAP FOR  
PC-2115  
(SE/4, Sec. 1, T11N, R2W)**



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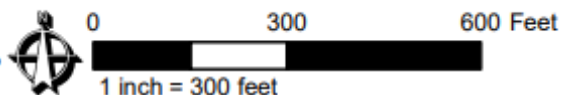
Locator Map



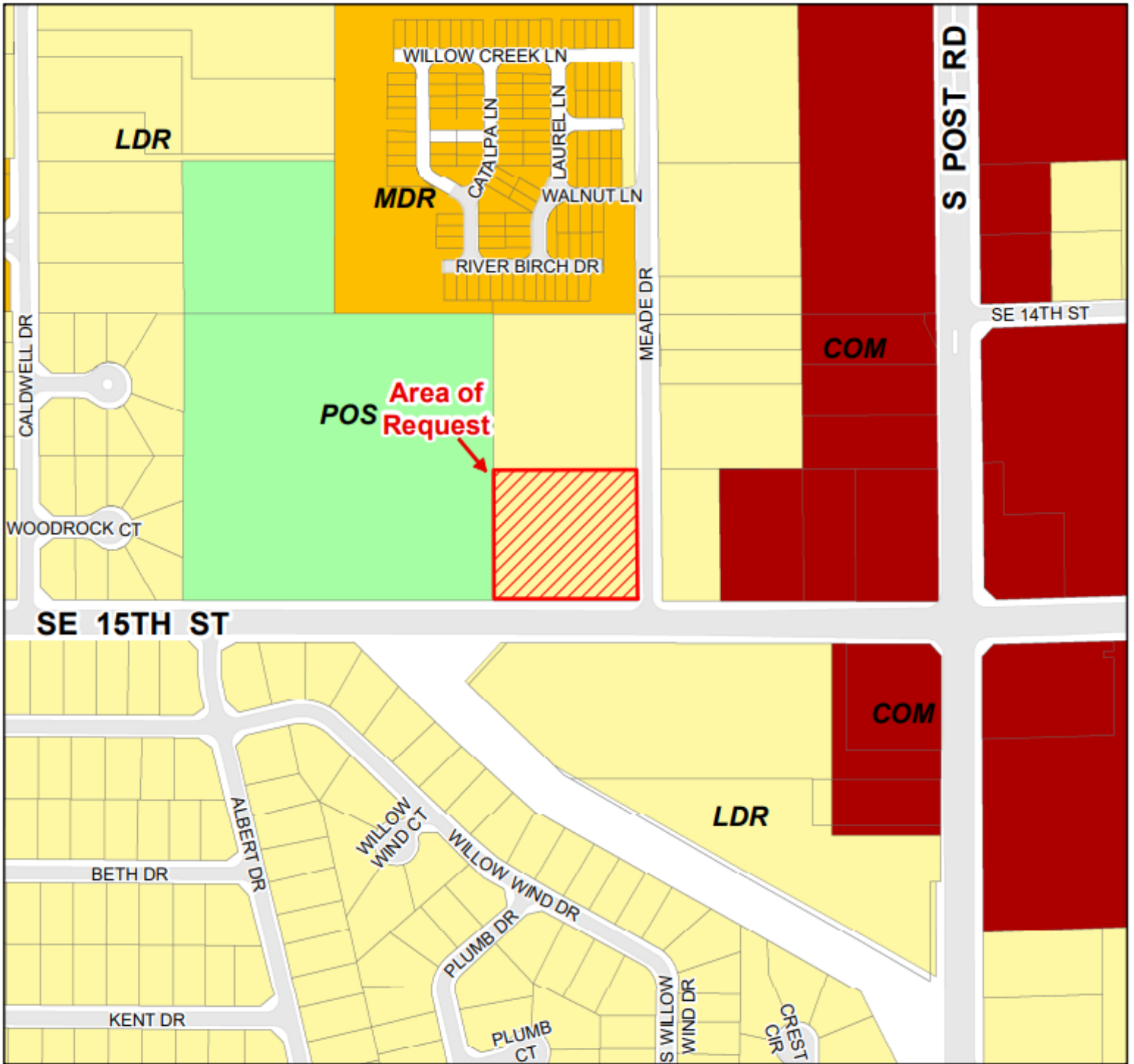
Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-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

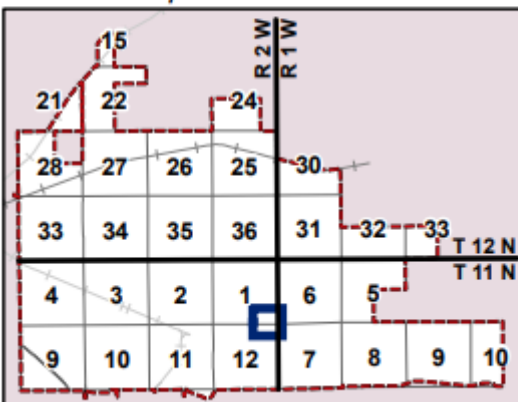
**ZONING MAP FOR  
PC-2115  
(SE/4, Sec. 1, T11N, R2W)**



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Locator Map

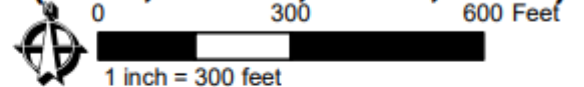


**Future Land Use Legend**

- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
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- Commercial
- Industrial
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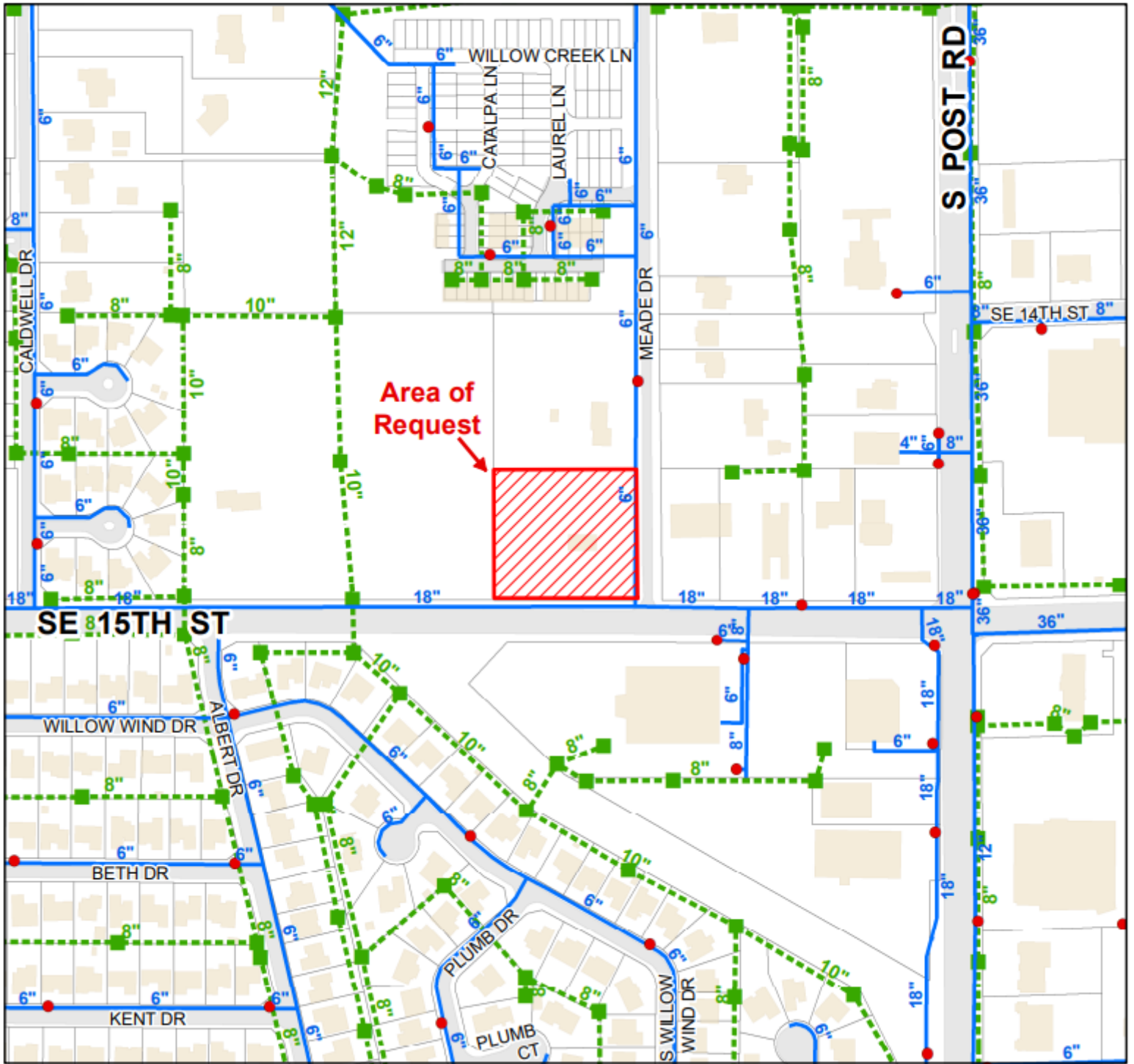
**FUTURE LAND USE  
MAP FOR  
PC-2115**

**(SE/4, Sec. 1, T11N, R2W)**

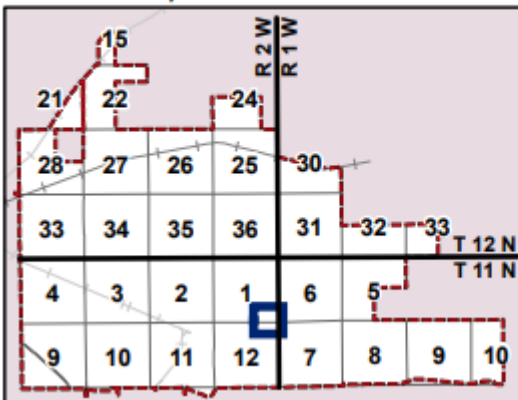


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Locator Map

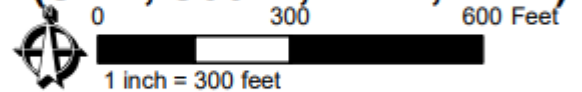


**Water/Sewer Legend**

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

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-2115**

(SE/4, Sec. 1, T11N, R2W)

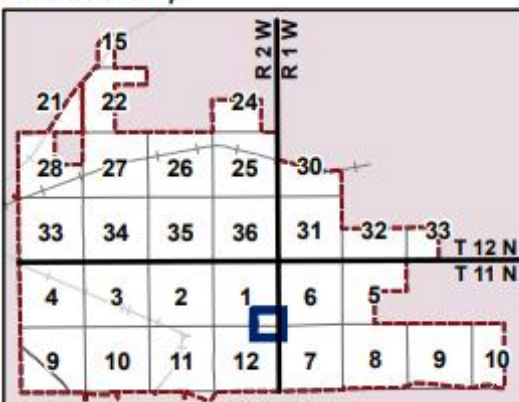


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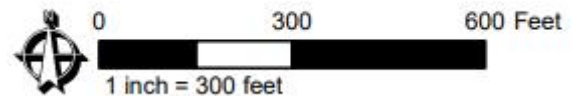




Locator Map



**4/2022 NEARMAP AERIAL VIEW FOR  
PC-2115  
(SE/4, Sec. 1, T11N, R2W)**



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1 **PC-2115**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO SINGLE FAMILY DETACHED HOUSING**  
5 **DISTRICT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**  
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZON-**  
7 **ING DISTRICT; 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 C-3, Community Commercial, subject to the conditions contained in the PC-2115 file, and that  
12 the official Zoning District Map shall be amended to reflect the reclassification of the property’s  
13 zoning district as specified in this ordinance:

14 South Half (S/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of the Southeast  
15 Quarter (SE/4) of Section One, Township Eleven, North, Range Two (2) West of the  
16 I.M., Oklahoma County, Oklahoma addressed as 9809 S.E. 15<sup>th</sup> Street.

17 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-  
18 by repealed.

19 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is  
20 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
21 tions of the ordinance.

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
23 on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

24 THE CITY OF MIDWEST CITY, OKLA-  
25 HOMA

26 \_\_\_\_\_  
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 \_\_\_\_\_  
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

32 \_\_\_\_\_  
33 DONALD MAISCH, City Attorney

34  
35  
36



# The City Of Midwest City Neighborhood Services Department

*Neighborhoods in Action • Code Enforcement • Neighborhood Initiative*  
8726 SE 15<sup>th</sup> Street, Midwest City, OK 73110  
(405) 739-1005

**Date:** June 28, 2022

**To:** Honorable Mayor and City Council

**From:** Mike S. Stroh, Neighborhood Services Director

**Subject:** Public hearing with discussion and consideration, including any amendments, of passing a resolution declaring the structure(s) located at **512 E ERCOUBE DR** a dilapidated building(s) as defined in MCO 9-2 and abatement accordingly to the Municipal Code and setting dates to demolish and remove the structure(s) from the site.

MCO 9-2 (g) defines a Dilapidated building as:

(A) a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;

(B) a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

(C) a structure which is determined by the municipal governing body or administrative officer of the municipal governing body to be an unsecured building, as defined by paragraph (k)(11) of this Section, more than three times within any twelve-month period;

(D) a structure which has been boarded and secured, as defined by paragraph (k)(11) of this Section, for more than six (6) consecutive months; or

(E) a structure declared by the municipal governing body to constitute a public nuisance; and

On May 12, 2022, Code Enforcement staff inspected the property, based on a complaint received and found:

1. Extremely insanitary conditions inside the house, noxious odor coming from house can be noticed approximately 25' from front door. Inspection completed on May 12, 2022, verifying insanitary conditions.
2. Portions of the outside of the structure (brick façade) were falling off, exposing portions of the interior of the structure.
3. House is still open and unsecure which is a concern for public safety.

The inspection verified the complaint that the structure was open unsecure conditions and suffered from a lack of maintenance.

The structure(s) meets the requirements for demolition and is a detrimental to the health, safety and welfare of the general public. If the council agrees with staff's opinion and finds that a nuisance does in

fact exist, staff recommends requiring demolition within ten (10) days and removal of the structure(s) to be completed within thirty (30) days.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 512 E ERCOUBE DR. A DILAPIDATED BUILDING AS DIFINED BY SECTION 9-2 OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE**

**WHEREAS**, Section 9-2 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

**WHEREAS**, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at **512 E ERCOUBE DR.** ; and

**WHEREAS**, during the hearing the City Council reviewed the information on the condition of the property; and

**WHEREAS**, the current owner of the property was notified of the hearing by regular mail and posting pursuant to Section 9-2 of the Municipal Code;

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

That the property located at **512 E ERCOUBE DR.** is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at **512 E ERCOUBE DR.** within 10 days of the date of this resolution and have the repairs or demolition completed within 30 days of the date of this resolution. If the property owner fails to repair or demolish and remove the structure within 30 days of the date of this resolution, the City Council hereby directs the city manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

**PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk

APPROVED: as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DON MAISCH, City Attorney





May 12, 2022 at 11:42:42 AM





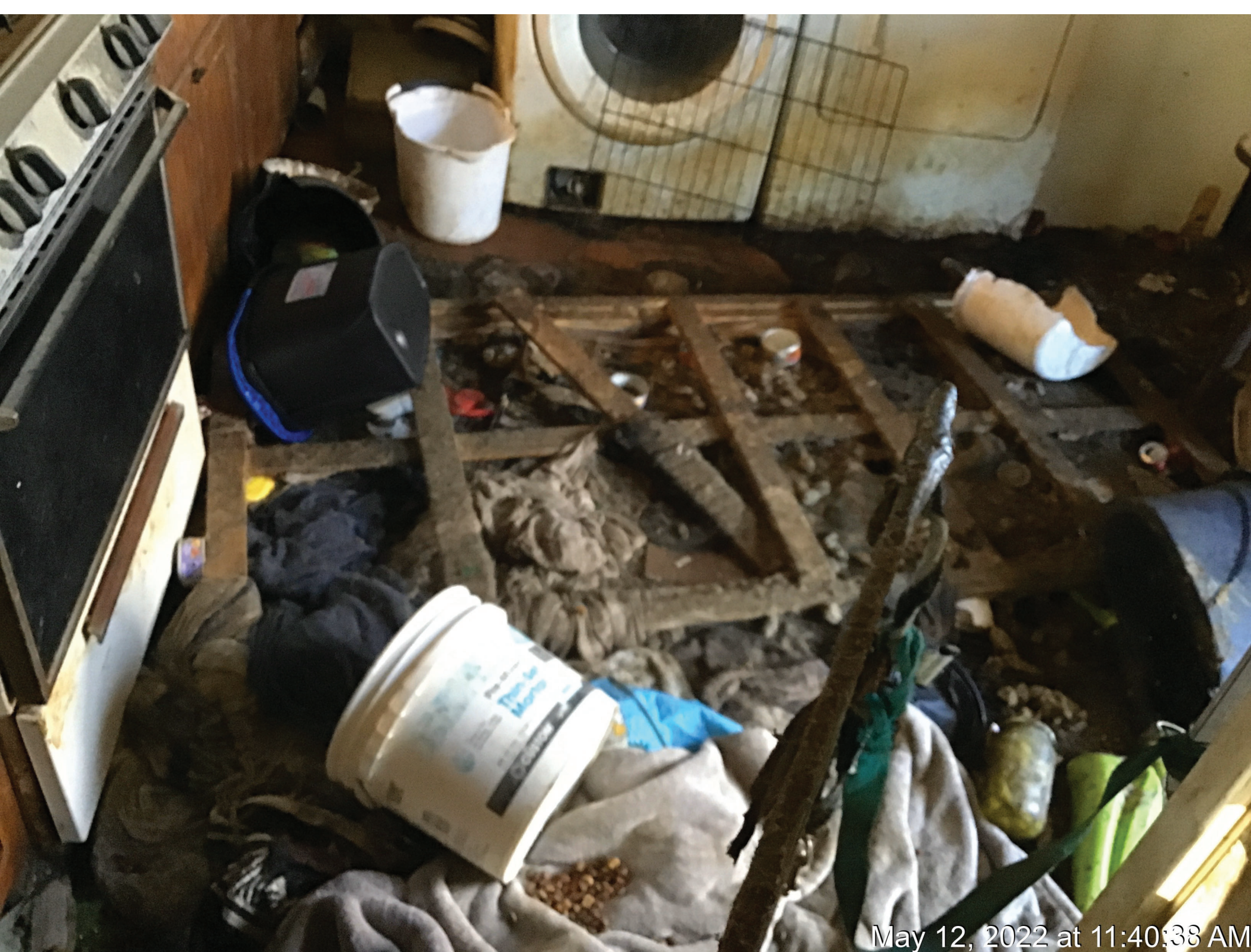
May 12, 2022 at 11:42:47 AM





May 12, 2022 at 11:39:28 AM





May 12, 2022 at 11:40:38 AM





May 12, 2022 at 11:42:25 AM





Jun 6, 2022 at 10:51:00 AM

## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** June 28, 2022

**Subject:** Discussion and consideration for adoption, including any possible amendment of, awarding and entering into a contract for the construction of the Burn Building at the Police and Fire Training Center located off SE 15<sup>th</sup> Street behind the City of Midwest City Public Works Department to Lonestar Tactical Buildings LLC in the amount of \$561,806.03. (Fire - B. Norton)

---

Staff respectfully requests that the Council approve the construction bid of the burn building located at the Police and Fire Training Center to Lonestar Tactical Buildings LLC in the amount of \$561,806.03 as recommended by Guernsey, the construction managers of this project.

Staff recommends approval.



Bert Norton  
Fire Chief

Attachments: Bid Tab\_Police and Fire Tactical Burn Building  
MWC P&F Recommendation Letter







## RECOMMENDATION LETTER

June 17, 2022

Mr. Bert Norton, EFO  
Fire Chief  
Midwest City Fire Department  
8201 E Reno  
Midwest City, OK 73130  
405-739-1341 office

Re: Recommendation Letter for Police and Fire Tactical Burn Building and Police and Fire Training Facility

Mr. Norton,

Guernsey has reviewed the project bids for the above referenced projects. Outline as follows:

- Police and Fire Tactical Burn Building
  - o One bid received and opened at 1:30 pm, Tuesday June 14, 2022, in the City of Midwest City Council Chambers. The one bid was provided by Lonestar Tactical Building LLC.
  
- Police and Fire Training Facility
  - o Seven bids were received and opened at 1:30 pm, Tuesday June 14, 2022, in the City of Midwest City Council Chambers. Seven bids provided by: HGL Construction Inc., Hoey Construction, Lippert Bros. Inc, Shiloh Enterprise Inc., TCS Construction, W.L. McNatt & Company, and Wynn Construction Co. Inc.
  - o All seven bidders failed to provide "List of Trade Contractors" as requested.
  - o Four of the seven bidders failed to provide "Three References" as requested.
  - o Following review with MWC Legal Council and the City Clerk, it was determined, in the best interest of project to omit the requirement for "List of Trade Contractors". In addition, it was determined to allow the four contractors to submit "Three References" by 2pm on Friday June 17, 2022.
  - o Omission of "List of Trade Contractors" provided a fair review of all seven contractors.
  - o "Three References" were received by Guernsey via email, from three of the four contractors.
  - o Six of the seven contractors were reviewed with receipt of all items. Hoey Construction did not provide "Three References" and was not part of the final review and recommendation.

Awarded recommendations are as follows:

**REALIZE** THE DIFFERENCE

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**



- Guernsey has reviewed the accuracy and completeness of the bids received.
- Evaluation was performed based on the information received in the Statement of Qualifications Form along with references.
  
- **Police and Fire Tactical Burn Building**
  - o Received one qualified bid.
  - o Lonestar Tactical Building.
    - Line of Credit
      - Lonestar Tactical Building - Does not operate on credit from banks. Liquid capital managed with low overhead operations.
    - Projects recently completed
      - Completed eight bonded projects of similar type and complexity.
      - The company is comprised of fire personnel who understand tactical specific training needs.
  - o Recommend Award to lowest and best bidder, Lonestar Tactical Building, in the amount of \$ 561,806.03.
  
- **Police and Fire Training Facility**
  - o Received six qualified bids.
  - o Shiloh Enterprises, Inc.
    - Line of Credit
      - Unlimited
    - Projects recently completed
      - Found to be reasonable with similar project types and size.
  - o Recommend Award to lowest and best bidder, Shiloh Enterprises, in the amount of \$ 3,477,000.00.

Total combine award \$ 4,038,806.03 (\$ 561,806.03 + \$ 3,477,000.00)

Should you have any additional questions about this evaluation, please feel free to contact me.

Sincerely,  
C.H. Guernsey & Company



---

David Oman, AIA, Vice President  
Ph. 405-416-8259  
Email [david.oman@guernsey.us](mailto:david.oman@guernsey.us)

## MEMO

**To:** Honorable Mayor and City Council

**From:** Bert Norton, Fire Chief

**Date:** June 28, 2022

**Subject:** Discussion and consideration for adoption, including any possible amendment of, awarding and entering into a contract for the construction of the Police and Fire Training Center located off SE 15th between Douglas and Post Road to Shiloh Enterprises Inc., in the amount of \$3,477,000.00. (Fire - B. Norton)

---

Staff respectfully requests that the Council approve the construction bid of the Police and Fire Training Center to Shiloh Enterprises, Inc. in the amount of \$3,477,000.00 as recommended by Guernsey, the construction manager selected for this project. Guernsey's recommendation is based on the best qualified bid below the available project funds.

Staff recommends approval.



Bert Norton  
Fire Chief

Attachments: Bid Tab\_Police and Fire Training Facility  
MWC P&F Recommendation Letter



## RECOMMENDATION LETTER

June 17, 2022

Mr. Bert Norton, EFO  
Fire Chief  
Midwest City Fire Department  
8201 E Reno  
Midwest City, OK 73130  
405-739-1341 office

Re: Recommendation Letter for Police and Fire Tactical Burn Building and Police and Fire Training Facility

Mr. Norton,

Guernsey has reviewed the project bids for the above referenced projects. Outline as follows:

- Police and Fire Tactical Burn Building
  - o One bid received and opened at 1:30 pm, Tuesday June 14, 2022, in the City of Midwest City Council Chambers. The one bid was provided by Lonestar Tactical Building LLC.
  
- Police and Fire Training Facility
  - o Seven bids were received and opened at 1:30 pm, Tuesday June 14, 2022, in the City of Midwest City Council Chambers. Seven bids provided by: HGL Construction Inc., Hoey Construction, Lippert Bros. Inc, Shiloh Enterprise Inc., TCS Construction, W.L. McNatt & Company, and Wynn Construction Co. Inc.
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**REALIZE** THE DIFFERENCE

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

- Guernsey has reviewed the accuracy and completeness of the bids received.
- Evaluation was performed based on the information received in the Statement of Qualifications Form along with references.
  
- **Police and Fire Tactical Burn Building**
  - o Received one qualified bid.
  - o Lonestar Tactical Building.
    - Line of Credit
      - Lonestar Tactical Building - Does not operate on credit from banks. Liquid capital managed with low overhead operations.
    - Projects recently completed
      - Completed eight bonded projects of similar type and complexity.
      - The company is comprised of fire personnel who understand tactical specific training needs.
  - o Recommend Award to lowest and best bidder, Lonestar Tactical Building, in the amount of \$ 561,806.03.
  
- **Police and Fire Training Facility**
  - o Received six qualified bids.
  - o Shiloh Enterprises, Inc.
    - Line of Credit
      - Unlimited
    - Projects recently completed
      - Found to be reasonable with similar project types and size.
  - o Recommend Award to lowest and best bidder, Shiloh Enterprises, in the amount of \$ 3,477,000.00.

Total combine award \$ 4,038,806.03 (\$ 561,806.03 + \$ 3,477,000.00)

Should you have any additional questions about this evaluation, please feel free to contact me.

Sincerely,  
C.H. Guernsey & Company



---

David Oman, AIA, Vice President  
Ph. 405-416-8259  
Email [david.oman@guernsey.us](mailto:david.oman@guernsey.us)





**Assistant City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1207  
[vsullivan@MidwestCityOK.org](mailto:vsullivan@MidwestCityOK.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Vaughn Sullivan, Assistant City Manager

DATE: June 28, 2022

SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects.

---

As you know, the 2021 Municipal Report included detailed G.O. Bond project updates. The following are new updates since that Report.

### **Proposition 1:**

- **Street Rehabilitation:** Over \$10,000,000 has been spent thus far on this project with 16 different square miles being addressed. As of this memo, 164 of the 253 roads listed in the bond are complete.

### **Proposition 2:**

- **Booster Station Renovation:** The Booster Station is nearly complete. We are awaiting OG&E, who need to install a transformer to supply power to building. A few punch list items remain, but we expect to be fully operational in later summer 2022.

### **Proposition 3:**

- **John Conrad Golf Course:** The grow in is right on schedule and the golf course will be 90 percent grown in by July 1st. The opening will depend on hiring enough employees to keep the facility maintained properly. We hope to open in early July.
- **W.P. Bill Atkinson Park:** Project progressing with Hanger Structure and Primary Pavilion nearly completed. Remaining items include paving, site scaping, lighting, playgrounds. Completion expected September 2022.
- **Mid-America Park:** Design process ongoing. A playground design/build contract has been awarded to Kompan Inc. as part of the design process and bid documents in late fall of 2022 for the 2nd phase (Trail being the 1st phase). That phase will include parking, playground, and pavilion setting the park up with access directly off Midwest Boulevard.
- **Soccer Complex:** No activity to report.



**Proposition 4:**

- **Fire Station 1 Renovation:** The fire station remains under renovation. We hit a delay in receiving the air handling units for the building. Those were installed the week of June 13th and we are hoping they are done able to start conditioning the air in the building. Once that happens then we will have about 6 weeks of interior finishes that needs to be done. The new target date to be in is August 1st.
- **Police and Fire Training Center:** The new location is off Jim White drive behind PWA. We just opened bids for the facility on June 14th. We have reviewed the bids and Guernsey has made their recommendation on which contractor to move forward with. The bids will be on the June 28th council agenda so that the council can vote to award the contract to those bidders. After their approval we hope that dirt work will be able to start in August and the contract build time is set at 365 days.
- **Brazos handheld ticket writers:** The Police department continues to work with Brazos to overcome issues that arise after testing in the field. Tyler Technologies continues making software and Court interface improvements. Various data fields are not being imported to Incode Court. We are approximately 80% complete with the in-the-field ticketing. The Police department has chosen to not work with Tyler on the development of the accident module until the ticket writing module is 100% complete.

**We are pleased to list the following G.O. Bond Projects as completed:**

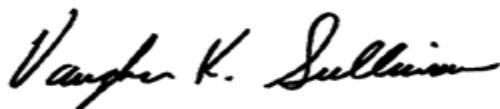
**Proposition #3:**

- Renovate the Reed Baseball Complex
- Build a new multi-purpose athletic facility

**Proposition #4:**

- Animal Services Center
- Fire Department Projects: Two new Fire trucks, replace fire self-contained breathing apparatus equipment, air compressor fill stations, and integrated carbon monoxide detectors, replace Fire hoses, nozzles, mobile air, and command vehicle; and Fire Station exhaust removal systems.
- Replace tornado sirens
- Improve and update the 9-1-1 Call Center

Please let me know if you have any questions or concerns.



---

Vaughn Sullivan, Assistant City Manger



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: June 28, 2022

SUBJECT: 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.

---

Appropriate information will be available.

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



DISCUSSION ITEMS-Part B





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

**Memorandum**

**TO:** Honorable Mayor and Council

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

**DATE:** June 28, 2022

**RE:** Discussion and consideration of adopting, including any possible amendment, the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025.

---

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2022, through June 30, 2025. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Doug Beabout, on June 14, 2022. Changes in the proposed agreement from the previous agreement include the following items.

- The term of the agreement will be from July 1, 2022, through June 30, 2025.
- The City and the Local 2066 agree to add some minor language changes to the promotion and eligibility qualifications article to coincide with a multi-year contract. It was also agreed upon to add a Bachelor's Degree option in place of a certification for the Assistant Fire Marshal and Fire Marshall positions.
- The City and the Local agree to alter the Sick Leave accrual, maximum, and buyback program for covered employees. 24-hour employees will accrue sick leave at a higher rate of 7 hours per pay period (up from 5.54) and sell back overages each pay period at a lower rate of 40% (down from 50%). There is very minimal cost difference with this change (~0.01% annually). 40-hour employees will have a higher maximum accrual limit for sick leave. 40-hour employees will now have the same 960 hour maximum accrual for sick leave as non-covered City employees.
- An across the board increase of 6.0% was negotiated, to be effective on July 1, 2022, with another 3.0% to be effective on July 1, 2023. There is no COLA scheduled for FY 2024-25.
- The City and the Local 2066 agree to remove obsolete language in the Incentive Pay article that dealt with CLEET certification pay.





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

- Group Health Benefits Premiums are updated to the amounts previously approved by Council for the 2022-2023 City Fiscal Year. Language is included to update health premiums in accordance with the premiums approved by the Council for FY 2023-24 and FY 2024-25.

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



---

Collective Bargaining  
Agreement for Fiscal  
Years  
2021/20222022/2025  
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.** ~~The First Term of this Agreement shall be effective as of the first day of July 2022, and shall remain in full force and effect until the last day of June 2023. The Second Term of this Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect until the last day of June 2024. The Third and Final Term of this Agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the last day of June 2025. This Agreement shall be effective as of the first day of July 2021, and shall remain in full force and effect until the last day of June 2022.~~

**ARTICLE 4**

**MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

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

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

## ARTICLE 5

### MANAGEMENT RIGHTS CLAUSE

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

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

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



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

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

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

## ARTICLE 6

### PREVAILING RIGHTS

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

## ARTICLE 7

### PROHIBITION OF STRIKES

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

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

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

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

## ARTICLE 8

### UNION BUSINESS

**SECTION 1.** The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all

hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

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

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

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

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

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

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

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

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

**SECTION 10.** The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars (\$15.00) per month which shall be the service fee paid to the

Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

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

**SECTION 12.** Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

## **ARTICLE 9**

### **SENIORITY**

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

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

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

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

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

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

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

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

## ARTICLE 10

### **BULLETIN BOARD AND E-MAIL COMMUNICATIONS**

**SECTION 1.** The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address [local2066@midwestcityok.org](mailto: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-calendar~~ year to determine and publish the bibliography for all testing to be conducted in the next ~~fiscal-calendar~~ year. The bibliography will go into effect on ~~July-January~~ 1 and remain in effect during the next ~~contract-calendar~~ 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-termcalendar year~~ (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the ~~contract-termcalendar year~~ or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the ~~contract-termcalendar year~~ or until the two highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

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

**SECTION 6.** The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (1) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points. (All current

employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

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

B. Assessment Center

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

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

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

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

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

**SECTION 9.** Eligibility - Firefighter (Corporal)

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

**SECTION 10.** Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.

**SECTION 11.** Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must also attend a one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

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

**SECTION 13.** Eligibility – Major (Company Officer)

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

**SECTION 14.** Eligibility - Shift Commander

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

**SECTION 15.** Eligibility - Training Chief

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

**SECTION 16.** Eligibility - Fire Prevention Officer

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

**\*New changes to Sections 17 and 18 shall be effective July 1, 2023.\***

**SECTION 17.** Eligibility – Assistant Fire Marshal

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

**SECTION 18.** 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 Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II or hold a Bachelor's Degree, and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

**SECTION 19.** 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 20.** 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 21.** 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 22.** Promotion Review Board

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



- C. The review board will assess 0 - 20 points for these factors as follows:
1. Fire Chief will award 0-10 points.
  2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

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

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

#### **SECTION 3.**

- Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.
- Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.
- Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original

grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.

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

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

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

- A. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- B. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- C. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement

or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

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

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

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

## **ARTICLE 16**

### **VACATION LEAVE**

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

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

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

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

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

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

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

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

## ARTICLE 17

### INJURY LEAVE

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

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

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

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

## ARTICLE 18

### SICK LEAVE

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

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

**SECTION 2.** Employees working 24-hour shifts shall accrue sick leave at the rate of ~~5.547~~ 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 a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working a 40-hour workweek may accumulate

up to a maximum of ~~nine hundred, thirty-nine (939)~~nine hundred sixty (960) hours and shall be paid for accumulated hours over ~~939~~960.

**SECTION 4.** ~~Employees—24-hour employees~~ who have accumulated hours over the maximum shall be paid at ~~the rate of 1/2 days pay for each day~~40% of the employee's regular hourly rate of pay for each hour accumulated over the maximum and shall be paid bi-weekly. ~~40-hour employees who have accumulated hours over the maximum shall be paid at 50% of the employee's regular hourly rate of pay for each hour 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:** Employees transferring from twenty four (24) hour shift to a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of a 40-hour workweek 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 .25 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. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

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

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

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

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

Two additional days of each employee's choosing

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

authorized Personal Time off.

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

## ARTICLE 22

### LONGEVITY

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

Employees shall be eligible to receive the following longevity benefit at the beginning of their 4<sup>th</sup> year (37<sup>th</sup> month) of service based on the employee's hire date. With the following Longevity table:

	<b>Years of Service</b>		<b>Annual Longevity Pay</b>		<b>Per Payday Longevity Pay</b>
\$150.00	4		\$600.00		\$23.08
\$150.00	5		\$750.00		\$28.85
\$150.00	6		\$900.00		\$34.62

\$150.00	7		\$1,050.00		\$40.38
\$150.00	8		\$1,200.00		\$46.15
\$150.00	9		\$1,350.00		\$51.92
\$150.00	10		\$1,500.00		\$57.69
\$150.00	11		\$1,650.00		\$63.46
\$150.00	12		\$1,800.00		\$69.23
\$150.00	13		\$1,950.00		\$75.00
\$150.00	14		\$2,100.00		\$80.77
\$150.00	15		\$2,250.00		\$86.54
\$150.00	16		\$2,400.00		\$92.31
\$150.00	17		\$2,550.00		\$98.08
\$150.00	18		\$2,700.00		\$103.85
\$150.00	19		\$2,850.00		\$109.62
\$150.00	20		\$3,000.00		\$115.38
\$150.00	21		\$3,150.00		\$121.15
\$150.00	22		\$3,300.00		\$126.92
\$150.00	23		\$3,450.00		\$132.69
\$150.00	24		\$3,600.00		\$138.46
\$150.00	25		\$3,750.00		\$144.23
\$150.00	26		\$3,900.00		\$150.00
\$150.00	27		\$4,050.00		\$155.77
\$150.00	28		\$4,200.00		\$161.54
\$150.00	29		\$4,350.00		\$167.31
\$150.00	30		\$4,500.00		\$173.08

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

## ARTICLE 23

### UNIFORM AND MAINTENANCE ALLOWANCE

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

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

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

**SECTION 4.** The Employer agrees to replace prescription eyeglasses or contact lenses

damaged or destroyed in the line of duty at full value, up to four hundred dollars (\$400).

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

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

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

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

## ARTICLE 24

### WAGES

**SECTION 1.** The pay plan contained in Addendum “A” attached to this Agreement shall include a ~~4.4~~ 6.0% COLA be implemented effective July 1, ~~2021,2022;~~ the pay plan contained in Addendum “B” reflects a 3.0% COLA effective July 1, 2023, and shall run the term of this contract.

## 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. 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 \$30.00 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA, Apparatus, and Honor Guard. The Employer also agrees to pay \$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

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

**SECTION 87.** The employer agrees to pay \$72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

**Section 98.** The employer agrees to pay each member of the bargaining unit \$450 for successful completion of the SCBA Endurance Course and/or \$450 for the successful completion of the annual Functional Capacity Exam. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.



**ARTICLE 26****MINOR MAINTENANCE**

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

**ARTICLE 27****DUES AND SUBSCRIPTIONS**

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

**ARTICLE 28****HEALTH BENEFITS**

**SECTION 1.** Effective July 1, ~~2021~~2022, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan ~~Health Plan-Preferred PPO Network~~ ~~\$229.05~~\$239.77 for the employee, or ~~\$438.03~~\$462.42 for the employee and their dependent spouse, or ~~\$292.89~~\$310.57 for the employee and their dependent child(ren), or ~~\$584.52~~\$615.63 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollup, for employee and dependent health benefits.

Effective July 1, 2023, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2023-2024.

Effective July 1, 2024, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2024-2025.

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

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

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

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

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

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

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

## **ARTICLE 29**

### **LIFE INSURANCE**

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

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

## ARTICLE 30

### HEALTH PHYSICAL

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

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

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

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

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

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

## ARTICLE 31

### WORKING ON PERSONAL PROPERTY

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

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

## ARTICLE 32

### HOURS OF WORK

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

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

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

## ARTICLE 33

### OVERTIME AND CALLBACK

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

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

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

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

#### Overtime Determination

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

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

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

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

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

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

Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.

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

## **ARTICLE 34**

### **COMPENSATION AT SEPARATION**

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

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



**ARTICLE 35****DRUG FREE WORKPLACE ACT**

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

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

**ARTICLE 36****WAIVER**

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

**ARTICLE 37****SUBSTANCE ABUSE POLICY**

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

## ARTICLE 38

### PENSION BENEFITS

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

## ARTICLE 39

### SAVINGS CLAUSE

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

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

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

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

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

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

## ARTICLE 40

### **Disciplinary Action Involving the Administrative Review Board**

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

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

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

**ARTICLE 41**

**DURATION OF AGREEMENT**

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, ~~2021~~2022, and shall remain in full force and effect until midnight June 30, ~~2022~~2025.

IN WITNESS WHEREOF, the parties set their hands this ~~10~~28 day of ~~August~~  
~~2020~~June 2022.

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 ~~10~~28 day of ~~August 2020~~June 2022.

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

## MIDWEST CITY FIRE DEPARTMENT

### EXHIBIT A

#### SUBSTANCE ABUSE TESTING POLICY

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

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

This policy implements 49 CFR 30 (Federal Highway Administration or FHWA) requirements for drug and alcohol testing for Commercial Driver's License holders, 49 CFR 655 (Federal Transit Administration or FTA) rules for employees performing safety-sensitive work on CDL class vehicles, and the Oklahoma Workplace Drug and Alcohol Testing Act. **Any violation of this policy shall remove an applicant from consideration for employment and shall subject an employee to disciplinary action, up to and including termination.**

It is the City's policy to:

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

This policy is designed to:

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

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

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

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

#### **STATEMENTS OF POLICY:**

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

**Prohibitions.** This policy prohibits the following:

- A. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, or in City supplied vehicles, or during working hours.
- B. The unauthorized use, possession, manufacture, distribution or sale of



alcohol on City premises, or while on City business, or in City supplied vehicles, or during working hours.

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

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

- E. Failing to notify the employee's supervisor, before beginning work, that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
- F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.
- G. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription **must** be in the employee's name.
- H. Refusing to submit to an inspection as described in the enforcement section of this policy when requested by a supervisor, in accordance with this policy.
- I. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or (b) pursuant to a written agreement between the City and the employee.
- J. Violating any criminal drug or alcohol statute while working, or conviction under any criminal drug statute.
- K. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

**Medical Marijuana:** It is important to note that the Federal Government lists marijuana as an illegal drug. While medical marijuana may now be legal in Oklahoma, employees in safety-sensitive positions and employees in non-safety-sensitive positions who do not possess valid medical marijuana licenses should understand that it is a violation of the City's drug policy and procedure to test positive for THC in a post-accident, random, for-

cause, return to duty, or follow-up drug test. This also applies to pre-placement drug tests. An employee's status as a medical marijuana license holder shall not be taken into consideration by the City in the instance of a positive THC result for employees in safety-sensitive positions. Any City employee found to be in possession of, consuming, or under the influence of marijuana while working, representing the City, on City-related business, or while on or in City property shall be subject to disciplinary action, up to and including termination, for misconduct in violating this policy. "Under the influence" includes observable appearance, behavior and/or conduct. **New 2/20**

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

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

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

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

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

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**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<sup>0</sup> C/90-100<sup>0</sup>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.

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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.

<b>Revised:</b>	<b>5/00</b>
<b>Revised entire Article</b>	<b>9/01</b>
	<b>2/20</b>

## **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.

CBA Between Midwest City and IAFF Local 2066

Contract Year ~~2021/2022~~2022/2025

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

## ADDENDUM A: 2021-2022 FIRE PAY SCALE

EFFECTIVE 07/01/2021 Applied 4.4% Across the Board Increase

New Rank of Assistant Fire Marshal; Fire Marshal Pay Matched to Shift Commander and Training Chief

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	49,063.03	52,444.83	55,781.06	59,142.86	60,289.52	
	BI-WEEKLY	1,887.04	2,017.11	2,145.43	2,274.73	2,318.83	
	HOURLY	16.8486	18.0099	19.1556	20.3100	20.7038	
SR-FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	63,651.32	67,000.51	70,348.58	73,697.78	77,524.10	81,350.43
	BI-WEEKLY	2,448.13	2,576.94	2,705.71	2,834.53	2,981.70	3,128.86
	HOURLY	21.8583	23.0084	24.1582	25.3083	26.6223	27.9363
SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	79,407.41	81,582.87	83,758.32	87,540.15		
	BI-WEEKLY	3,054.13	3,137.80	3,221.47	3,366.93		
	HOURLY	27.2690	28.0161	28.7632	30.0619		
LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	89,334.87	91,168.14	93,037.74	94,948.13		
	BI-WEEKLY	3,435.96	3,506.47	3,578.37	3,651.85		
	HOURLY	30.6782	31.3077	31.9498	32.6058		
CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	95,912.03	97,882.46	99,894.04	101,948.27		
	BI-WEEKLY	3,688.92	3,764.71	3,842.08	3,921.09		
	HOURLY	32.9368	33.6135	34.3043	35.0097		
MAJOR		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	104,045.51	106,186.48	108,373.05	110,604.86		
	BI-WEEKLY	4,001.70	4,084.10	4,168.19	4,254.03		
	HOURLY	35.7299	36.4651	37.2160	37.9824		
SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51		
	BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94		
	HOURLY	38.7650	39.5640	40.3800	41.1959		
TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51		
	BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94		
	HOURLY	54.2710	55.3896	56.5320	57.6743		
FIRE PREVENTION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	85,650.16	87,859.45	89,868.01	91,876.32	95,909.09	
	BI-WEEKLY	3,294.24	3,379.21	3,456.46	3,533.70	3,688.81	
	HOURLY	41.1780	42.2401	43.2058	44.1713	46.1101	



ASSISTANT

FIRE

MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	96030.71	97951.91	99910.35	101908.76
BI-WEEKLY	3693.49	3767.38	3842.71	3919.57
HOURLY	46.1686	47.0923	48.0338	48.9946

FIRE

MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51
BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94
HOURLY	54.2710	55.3896	56.5320	57.6743

**ADDENDUM A1: 2022-2023 FIRE PAY SCALE**  
**EFFECTIVE 07/01/2022 Applied 6.0% Across the Board Increase**

<b><u>FIREFIGHTER</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	
<b><u>ANNUAL</u></b>	<b><u>52,006.81</u></b>	<b><u>55,591.52</u></b>	<b><u>59,127.92</u></b>	<b><u>62,691.43</u></b>	<b><u>63,906.89</u></b>	
<b><u>BI-WEEKLY</u></b>	<b><u>2,000.26</u></b>	<b><u>2,138.14</u></b>	<b><u>2,274.15</u></b>	<b><u>2,411.21</u></b>	<b><u>2,457.96</u></b>	
<b><u>HOURLY</u></b>	<b><u>17.8595</u></b>	<b><u>19.0905</u></b>	<b><u>20.3049</u></b>	<b><u>21.5287</u></b>	<b><u>21.9460</u></b>	
<b><u>SR. FIREFIGHTER</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>
<b><u>ANNUAL</u></b>	<b><u>67,470.40</u></b>	<b><u>71,020.54</u></b>	<b><u>74,569.49</u></b>	<b><u>78,119.65</u></b>	<b><u>82,175.55</u></b>	<b><u>86,231.46</u></b>
<b><u>BI-WEEKLY</u></b>	<b><u>2,595.02</u></b>	<b><u>2,731.56</u></b>	<b><u>2,868.06</u></b>	<b><u>3,004.60</u></b>	<b><u>3,160.60</u></b>	<b><u>3,316.59</u></b>
<b><u>HOURLY</u></b>	<b><u>23.1698</u></b>	<b><u>24.3889</u></b>	<b><u>25.6077</u></b>	<b><u>26.8268</u></b>	<b><u>28.2196</u></b>	<b><u>29.6125</u></b>
<b><u>SERGEANT</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>		
<b><u>ANNUAL</u></b>	<b><u>84,171.85</u></b>	<b><u>86,477.84</u></b>	<b><u>88,783.82</u></b>	<b><u>92,792.56</u></b>		
<b><u>BI-WEEKLY</u></b>	<b><u>3,237.38</u></b>	<b><u>3,326.07</u></b>	<b><u>3,414.76</u></b>	<b><u>3,568.94</u></b>		
<b><u>HOURLY</u></b>	<b><u>28.9052</u></b>	<b><u>29.6971</u></b>	<b><u>30.4889</u></b>	<b><u>31.8656</u></b>		
<b><u>LIEUTENANT</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>		
<b><u>ANNUAL</u></b>	<b><u>94,694.96</u></b>	<b><u>96,638.23</u></b>	<b><u>98,620.00</u></b>	<b><u>100,645.02</u></b>		
<b><u>BI-WEEKLY</u></b>	<b><u>3,642.11</u></b>	<b><u>3,716.86</u></b>	<b><u>3,793.08</u></b>	<b><u>3,870.96</u></b>		
<b><u>HOURLY</u></b>	<b><u>32.5189</u></b>	<b><u>33.1862</u></b>	<b><u>33.8668</u></b>	<b><u>34.5622</u></b>		
<b><u>CAPTAIN</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>		
<b><u>ANNUAL</u></b>	<b><u>101,666.75</u></b>	<b><u>103,755.41</u></b>	<b><u>105,887.68</u></b>	<b><u>108,065.17</u></b>		
<b><u>BI-WEEKLY</u></b>	<b><u>3,910.26</u></b>	<b><u>3,990.59</u></b>	<b><u>4,072.60</u></b>	<b><u>4,156.35</u></b>		
<b><u>HOURLY</u></b>	<b><u>34.9130</u></b>	<b><u>35.6303</u></b>	<b><u>36.3625</u></b>	<b><u>37.1103</u></b>		
<b><u>MAJOR</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>		
<b><u>ANNUAL</u></b>	<b><u>110,288.24</u></b>	<b><u>112,557.67</u></b>	<b><u>114,875.43</u></b>	<b><u>117,241.15</u></b>		
<b><u>BI-WEEKLY</u></b>	<b><u>4,241.86</u></b>	<b><u>4,329.14</u></b>	<b><u>4,418.29</u></b>	<b><u>4,509.28</u></b>		
<b><u>HOURLY</u></b>	<b><u>37.8737</u></b>	<b><u>38.6530</u></b>	<b><u>39.4490</u></b>	<b><u>40.2614</u></b>		
<b><u>SHIFT COMMANDER</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>		
<b><u>ANNUAL</u></b>	<b><u>119,656.79</u></b>	<b><u>122,123.09</u></b>	<b><u>124,641.68</u></b>	<b><u>127,160.26</u></b>		
<b><u>BI-WEEKLY</u></b>	<b><u>4,602.18</u></b>	<b><u>4,697.04</u></b>	<b><u>4,793.91</u></b>	<b><u>4,890.78</u></b>		

CBA Between Midwest City and IAFF Local 2066

Contract Year 2022/2025

Deleted: 2021/2022

HOURLY     41.0909     41.9379     42.8028     43.6677

TRAINING CHIEF

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     119,656.79     122,123.09     124,641.68     127,160.26  
BI-WEEKLY     4,602.18     4,697.04     4,793.91     4,890.78  
HOURLY     57.5273     58.7130     59.9239     61.1347

FIRE PREVENTION

STEP 1     STEP 2     STEP 3     STEP 4     STEP 5  
ANNUAL     90,789.17     93,131.02     95,260.09     97,388.90     101,663.64  
BI-WEEKLY     3,491.89     3,581.96     3,663.85     3,745.73     3,910.14  
HOURLY     43.6486     44.7745     45.7981     46.8216     48.8768

ASSISTANT FIRE  
MARSHAL

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     101,792.55     103,829.02     105,904.97     108,023.29  
BI-WEEKLY     3,915.10     3,993.42     4,073.27     4,154.74  
HOURLY     48.9387     49.9178     50.9159     51.9343

FIRE MARSHAL

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     119,656.79     122,123.09     124,641.68     127,160.26  
BI-WEEKLY     4,602.18     4,697.04     4,793.91     4,890.78  
HOURLY     57.5273     58.7130     59.9239     61.1347

**ADDENDUM A2: 2023-2025 FIRE PAY SCALE**  
**EFFECTIVE 07/01/2023 Applied 3.0% Across the Board Increase**

<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>53,567.01</u>	<u>57,259.27</u>	<u>60,901.76</u>	<u>64,572.17</u>	<u>65,824.10</u>	
<u>BI-WEEKLY</u>	<u>2,060.27</u>	<u>2,202.28</u>	<u>2,342.38</u>	<u>2,483.55</u>	<u>2,531.70</u>	
<u>HOURLY</u>	<u>18.3953</u>	<u>19.6632</u>	<u>20.9141</u>	<u>22.1745</u>	<u>22.6044</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>69,494.51</u>	<u>73,151.16</u>	<u>76,806.57</u>	<u>80,463.24</u>	<u>84,640.82</u>	<u>88,818.40</u>
<u>BI-WEEKLY</u>	<u>2,672.87</u>	<u>2,813.51</u>	<u>2,954.10</u>	<u>3,094.74</u>	<u>3,255.42</u>	<u>3,416.09</u>
<u>HOURLY</u>	<u>23.8649</u>	<u>25.1206</u>	<u>26.3759</u>	<u>27.6316</u>	<u>29.0662</u>	<u>30.5008</u>
<u>SERGEANT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
<u>ANNUAL</u>	<u>86,697.01</u>	<u>89,072.18</u>	<u>91,447.33</u>	<u>95,576.34</u>		
<u>BI-WEEKLY</u>	<u>3,334.50</u>	<u>3,425.85</u>	<u>3,517.21</u>	<u>3,676.01</u>		
<u>HOURLY</u>	<u>29.7723</u>	<u>30.5880</u>	<u>31.4036</u>	<u>32.8215</u>		
<u>LIEUTENANT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
<u>ANNUAL</u>	<u>97,535.81</u>	<u>99,537.38</u>	<u>101,578.60</u>	<u>103,664.37</u>		
<u>BI-WEEKLY</u>	<u>3,751.38</u>	<u>3,828.36</u>	<u>3,906.87</u>	<u>3,987.09</u>		
<u>HOURLY</u>	<u>33.4944</u>	<u>34.1818</u>	<u>34.8828</u>	<u>35.5990</u>		
<u>CAPTAIN</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
<u>ANNUAL</u>	<u>104,716.75</u>	<u>106,868.07</u>	<u>109,064.31</u>	<u>111,307.13</u>		
<u>BI-WEEKLY</u>	<u>4,027.57</u>	<u>4,110.31</u>	<u>4,194.78</u>	<u>4,281.04</u>		
<u>HOURLY</u>	<u>35.9604</u>	<u>36.6992</u>	<u>37.4534</u>	<u>38.2236</u>		
<u>MAJOR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
<u>ANNUAL</u>	<u>113,596.89</u>	<u>115,934.40</u>	<u>118,321.69</u>	<u>120,758.38</u>		
<u>BI-WEEKLY</u>	<u>4,369.11</u>	<u>4,459.02</u>	<u>4,550.83</u>	<u>4,644.55</u>		
<u>HOURLY</u>	<u>39.0099</u>	<u>39.8126</u>	<u>40.6324</u>	<u>41.4692</u>		
<u>SHIFT COMMANDER</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
<u>ANNUAL</u>	<u>123,246.49</u>	<u>125,786.78</u>	<u>128,380.93</u>	<u>130,975.07</u>		
<u>BI-WEEKLY</u>	<u>4,740.25</u>	<u>4,837.95</u>	<u>4,937.73</u>	<u>5,037.50</u>		

CBA Between Midwest City and IAFF Local 2066

Contract Year 2022/2025

Deleted: 2021/2022

HOURLY     42.3237     43.1960     44.0869     44.9777

TRAINING CHIEF

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     123,246.49     125,786.78     128,380.93     130,975.07  
BI-WEEKLY     4,740.25     4,837.95     4,937.73     5,037.50  
HOURLY     59.2531     60.4744     61.7216     62.9688

FIRE PREVENTION

STEP 1     STEP 2     STEP 3     STEP 4     STEP 5  
ANNUAL     93,512.85     95,924.95     98,117.89     100,310.57     104,713.55  
BI-WEEKLY     3,596.65     3,689.42     3,773.77     3,858.10     4,027.44  
HOURLY     44.9581     46.1178     47.1721     48.2262     50.3431

ASSISTANT FIRE  
MARSHAL

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     104,846.33     106,943.89     109,082.12     111,263.99  
BI-WEEKLY     4,032.55     4,113.23     4,195.47     4,279.38  
HOURLY     50.4069     51.4153     52.4433     53.4923

FIRE MARSHAL

STEP 1     STEP 2     STEP 3     STEP 4  
ANNUAL     123,246.49     125,786.78     128,380.93     130,975.07  
BI-WEEKLY     4,740.25     4,837.95     4,937.73     5,037.50  
HOURLY     59.2531     60.4744     61.7216     62.9688



Collective Bargaining Agreement  
Local 2066 / City of Midwest City



# Grievance Form

Name of Grievant:		Date of Incident:	
Rank:	Date Grievant Aware of Incident:		
Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):			
Please specify the article(s) and section(s) of the contract believed to be violated:			
Please note the resolution requested:			
Grievant Signature:		Date:	



Step one (1) of the grievance process is to discuss the grievance with the employee's immediate supervisor, the immediate supervisor shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.

Immediate Supervisor	Date discussed w/ Emp.	Date of written response

Step two (2) if the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.

Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:	
Filed by:	<input type="checkbox"/> Local 2066	<input type="checkbox"/> Grievant	

Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.

Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:	
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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.

City Manager:	Date Submitted to City Manager:	Date of the City Manager's Response:	
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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):

Attach additional pages if needed

### The City of Midwest City

## BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

I understand that Oklahoma State law Title 40 Stat. §165.3a and Title 62 Stat. §304.2 allow me the option of designating a beneficiary to receive my final wages and termination pay in the event of my death while still gainfully employed by the City of Midwest City. If I do not designate a beneficiary and keep the beneficiary current, and die while still gainfully employed by the City of Midwest City, not more than Three Thousand Dollars (\$3,000.00) of my final wages and termination pay will be paid to my surviving spouse, or dependent child(ren), as allowed by state law and the remainder will be paid to my estate.

I understand that I can change or cancel my beneficiary designation at any time. I further understand that it is my sole responsibility to change my beneficiary designation when a life event occurs in my life such as marriage, divorce or death of a beneficiary currently listed on this form. The City is not responsible if the form is not correct or current.

			<u>Percentage</u>
I designate: _____			_____ %
Print Name	Relationship		
_____			
Address	City & St.	Zip Code	
_____			_____ %
Print Name	Relationship		
_____			
Address	City & St.	Zip Code	
_____			_____ %
Print Name	Relationship		
_____			
Address	City & St.	Zip Code	

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

I designate \_\_\_\_\_ as my contingent beneficiary.

Print Name	Relationship		
_____			
Address	City & St.	Zip	

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

Print Name	Employee Signature	Date
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**Human Resources**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1235

**Memorandum**

**TO:** Honorable Mayor and Council

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

**DATE:** June 28, 2022

**RE:** Discussion and consideration of approving, including any possible amendment, a 6.0 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2022.

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Staff is recommending an across the board increase of 6.0 percent to the base salary of City Employees not covered by a collective bargaining agreement (including part-time employees), to be effective July 1, 2022. This is uniform with the proposed increase for Employees covered by the collective bargaining agreements with the Local IAFF Unit.

Troy Bradley, Human Resources Director



FURTHER INFORMATION



# MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

May 3<sup>rd</sup>, 2022 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 3<sup>rd</sup>, 2022 at 6:00 p.m., with the following members present:

Commissioners present:      Russell Smith  
   Jess Huskey  
   Rick Dawkins  
   Jim Smith  
   Jim Campbell  
   Dee Collins  
   Dean Hinton

Commissioner absent:      None

Staff present:                      Billy Harless, Community Development Director  
   Petya Stefanoff, Comprehensive Planner  
   Patrick Menefee, City Engineer  
   Michael Pugh, Associate Current Planner

## A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

## B. MINUTES

1. A motion was made by Dawkins, seconded by Collins, to approve the minutes of the April 5<sup>th</sup>, 2022 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carries.

## C. NEW MATTERS

1. (PC – 2110) Public hearing with discussion and consideration of an ordinance to redistrict from C-1, Restricted Commercial to R-6, Single Family Detached Residential, for the property described as Block 1, Lot 1 of the Harr Julian Replat, addressed as 403 W Fairchild Drive.

The applicant, Ben Fox of 3918 NW Della Street, Norman, was present and addressed the commission. There was general discussion amongst the Commission.

A motion was made by Dawkins, seconded by Campbell to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: None. Motion carried.

2. (PC – 2111) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Automotive Sales & Rentals: Light in the C-3, Community Commercial District, for the property described as a part of the NE/4 of Section 9, T-11-N, R-2-W, located at 2029 South Air Depot.

The applicant, Shaun Dierksen, was present. There was general discussion. A motion was made by Collins, seconded by Campbell to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

3. (PC – 2112) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from PUD, Planned Unit Development governed by the C-3, Community Commercial, to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential district and a resolution to amend the Comprehensive Plan from OR, Office Retail, to HDR, High Density Residential, for the properties platted as Midtown Office Park Phase II, Block 5, Lots 1-6, addressed as 1641, 1647, 1653, 1659, 1665, & 1671 Midtown Place.

The applicant, Rob Garrett, of 3312 Dogwood Lane, Edmond, was present. There was general discussion. A motion was made by Huskey, seconded by Collins to recommend approval of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

4. (PC – 2113) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from R-6, Single Family Residential to PUD, Planned Unit Development, governed by the R-HD, High Density Residential district as well as a tract governed by the C-3, Community Commercial district and a resolution to amend the Comprehensive Plan from POS, Parks and Open Space and OR, Office Retail, to HDR, 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 9309 SE 29<sup>th</sup> Street and 9020 SE 25<sup>th</sup> Street

The applicant, Rob Garrett, of 3312 Dogwood Lane, Edmond, was present. There was general discussion amongst the Commission.

During the Public comment section, the following citizens addressed the Commission:

- John Easton, of 2024 S Oak Avenue, addressed the Commission.
- Jimmy Easton, of 2029 S Oak Avenue, addressed the Commission.
- Christina Speis, of 9308 Pear Street, addressed the Commission.
- Lucille Ingram, of 2022 S Oak Avenue, addressed the Commission.

Discussion amongst the Commission.

- The Applicant, Rob Garrett, addressed the Commission.
- Tim Johnson, representing Johnson & Associates as the firm employed by the applicant, addressed the Commission.
- Lori Williams, of 1200 S Westminster Road, addressed the Commission.
- John Easton addressed the Commission.
- Jimmy Easton addressed the Commission.
- Tim Johnson addressed the Commission.



A motion was made by Huskey, seconded by Collins to recommend approval of this item, subject to staff comments. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries.

- D. COMMISSION DISCUSSION:**
- E. PUBLIC DISCUSSION:**
- F. FURTHER INFORMATION:**
- G. ADJOURNMENT**

A motion to adjourn was made by Dawkins, Seconded by Huskey. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Voting nay: None. Motion carries. The meeting adjourned at 6:48 p.m.

A handwritten signature in black ink, appearing to read "Russell Smith", written over a horizontal line. The signature is cursive and somewhat stylized.

Chairman Russell Smith

(MP)



**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 28, 2022

SUBJECT : Monthly Residential and Commercial Building report for May 2022

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Brandon Bundy, P.E.,  
Director of Engineering and Construction Services



# The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

## Building Permits Summary - Issued 5/1/2022 to 5/31/2022

### **Building - Commercial & Industrial**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Addition Bldg Permit	\$20,000.00
13	Com General Electrical Permit	
5	Com General Mechanical Permit	
8	Com General Plumbing Permit	
3	Com New Const Bldg Permit	\$2,270,000.00
7	Com New Const Electrical Permit	
1	Com New Const Mechanical Permit	
5	Com New Const Plumbing Permit	
7	Com Remodel Bldg Permit	\$819,000.00
10	Com Roofing Permit	\$270,000.00
7	Com Sign Permit	\$0.00
<b>Total Value of Building - Commercial &amp; Industrial:</b>		<b>3,379,000.00</b>

### **Building - Residential**

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$105,966.60
1	Res Carport Permit	\$0.00
1	Res Demolition Permit	
6	Res Driveway Permit	
1	Res Duplex New Const Bldg Permit	\$150,000.00
3	Res Fence Permit	\$0.00
46	Res General Electrical Permit	
26	Res General Mechanical Permit	
50	Res General Plumbing Permit	
21	Res New Const Electrical Permit	
18	Res New Const Mechanical Permit	
17	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	\$3,000.00
12	Res Roofing Permit	\$34,500.00
16	Res Single-Fam New Const Bldg Permit	\$2,898,921.00
5	Res Single-Fam Remodel Building Permit	\$308,000.00
8	Res Storm Shelter Permit	\$13,045.00
<b>Total Value of Building - Residential:</b>		<b>3,513,432.60</b>

**Grand Total:** \$6,892,432.60



# The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

## Building Permits by Type - Issued 5/1/2022 to 5/31/2022

### **Building - Commercial & Industrial**

#### **Com Addition Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/11/22	7212 E RENO AVE, MIDWEST CITY, OK, 0	Edward Burns	B-22-0639	\$20,000.00
				<b>\$20,000.00</b>

#### **Com New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/5/22	5910 SE 15TH ST, 73110	NAFA ENGINEERING	B-21-2820	\$120,000.00
5/27/22	5815 SE 15TH ST, 73110	TCS Construction	B-21-1688	\$750,000.00
5/27/22	1740 S SOONER RD, OK, 73110	Phase One Design - William Sullens	B-21-1716	\$1,400,000.00
				<b>\$2,270,000.00</b>

#### **Com Remodel Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/4/22	7271 SE 29TH ST, MIDWEST CITY, OK, 0	Edward Burns	B-22-0880	\$0.00
5/13/22	9213 NE 10TH ST, MIDWEST CITY, OK, 0	Kimberly Richardson	B-22-0341	\$9,000.00
5/16/22	2212 S POST RD, 73130	Rance Pride	B-22-0922	\$50,000.00
5/19/22	6341 E RENO AVE, F, 73110	GROB, TIM	B-22-0921	\$200,000.00
5/19/22	5912 SE 15TH ST, 73110	Permit Advisors	B-22-0617	\$450,000.00
5/25/22	351 N AIR DEPOT BLVD, O OK, 73110	Tim Menzer	B-22-1115	\$0.00
5/26/22	7179 SE 29TH ST, B MWC, OK, 73110	Jack Moore - CMxM LLC	B-22-0947	\$110,000.00
				<b>\$819,000.00</b>

#### **Com Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/2/22	6000 WILL ROGERS RD, 73110	ABODE ROOFING	B-22-1091	\$27,000.00
5/2/22	6001 WILL ROGERS RD, 73110	ABODE ROOFING	B-22-1092	\$27,000.00
5/2/22	6002 WILL ROGERS RD, 73110	ABODE ROOFING	B-22-1093	\$27,000.00
5/2/22	6003 WILL ROGERS RD	ABODE ROOFING	B-22-1094	\$27,000.00
5/2/22	6005 WILL ROGERS RD	ABODE ROOFING	B-22-1095	\$27,000.00
5/2/22	6007 WILL ROGERS RD	ABODE ROOFING	B-22-1096	\$27,000.00
5/2/22	6009 WILL ROGERS RD, 73110	ABODE ROOFING	B-22-1097	\$27,000.00
5/2/22	6011 WILL ROGERS RD	ABODE ROOFING	B-22-1098	\$27,000.00
5/2/22	6013 WILL ROGERS RD	ABODE ROOFING	B-22-1099	\$27,000.00
5/2/22	6015 WILL ROGERS RD	ABODE ROOFING	B-22-1101	\$27,000.00
				<b>\$270,000.00</b>

#### **Com Sign Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0386	\$0.00
5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0218	\$0.00
5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0219	\$0.00

5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0220	\$0.00
5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0221	\$0.00
5/5/22	5750 WILL ROGERS RD, 73110	michael worley	B-22-0222	\$0.00
5/12/22	7901 NE 10TH ST, 73110	Metro Sign	B-22-0676	\$0.00

**\$0.00**

## **Building - Residential**

### **Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/3/22	10137 SE 23RD ST, MWC, OK, 73130	George Davis	B-22-0940	\$2,617.00
5/9/22	520 S TIMBER LN, MWC, OK, 73130	Shawn Masters	B-22-0937	\$0.00
5/9/22	10620 NE 5TH ST, 73130	Nigel Bazzeghin	B-22-0963	\$22,000.00
5/9/22	1817 MEADOWLARK LN, 73130	Leslie Harris	B-22-1021	\$3,899.60
5/17/22	10340 SE 19TH ST, MIDWEST CITY, OK, 0	Swm & Sons	B-22-0935	\$55,000.00
5/20/22	1329 PARKE AVE, MWC, OK, 73130	Jim / Linda Bryan	B-22-1202	\$4,450.00
5/31/22	3309 MEADOWBROOK DR, 73110	Tanner Brown	B-22-1368	\$18,000.00

**\$105,966.60**

### **Res Carport Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/25/22	9426 PEACHTREE LN, 73130	Roger Ring	B-22-1102	\$0.00

**\$0.00**

### **Res Demolition Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/19/22	1605 KUDU, 73110	RIVERSIDE COMMUNITY	B-22-1221	

### **Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/5/22	3517 WILLOW CREEK DR, 73110	RIOS, MANUEL RIVERA	B-22-1132	
5/11/22	9308 NE 12TH ST, 73130	AM CONSTRUCTION	B-22-1197	
5/16/22	1513 N POST RD, 73130	LOS PINOS CONSTRUCTION LLC	B-22-1234	
5/17/22	415 E JARMAN DR, 73110	GDM CONSTRUCTION	B-22-1245	
5/26/22	10508 TURTLE BACK DR, 73130	MARRUFO CONCRETE	B-22-1333	
5/27/22	1019 RYAN RIDGE CT, 73130	AM CONSTRUCTION	B-22-1341	

### **Res Duplex New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/18/22	224 SPIRIT DR, 73110	Laura Ramer	B-21-2610	\$150,000.00

**\$150,000.00**

### **Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/12/22	10302 SE 12TH ST, 73130	Dylan Skeen	B-22-1017	\$0.00
5/12/22	3500 N GLENOAKS DR, 73110	gary moore	B-22-0853	\$0.00
5/25/22	1329 MCGREGOR DR, MWC, OK, 73130	Dalila Martinez Ramos	B-22-1125	\$0.00

**\$0.00**

### **Res Patio Cover Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/24/22	9121 INDIAN CREEK DR, MWC, OK, 73130	Richard G. Horn	B-22-1110	\$3,000.00

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**\$3,000.00****Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/5/22	1986 TOWNSEND CT, 73130	BLUE CHIP ROOFING & EXTERIORS LLC	B-22-1128	
5/6/22	529 E BOEING DR, 73110	MONROE HOLFORD ROOFING	B-22-1146	\$4,200.00
5/6/22	5818 SE 5TH ST, 73110	MAUPIN ROOFING & CONSTRUCTION	B-22-1138	
5/6/22	10304 SE 12TH ST, 73130	TEXOLA INC	B-22-1143	
5/9/22	1001 N PINE ST, 73130	CBR ROOFING & EXTERIORS	B-22-1167	
5/10/22	10200 NE 4TH ST, 73130	PARKER BROTHERS ROOFING	B-22-1186	
5/10/22	9613 SE 6TH ST, 73130	PARKER BROTHERS ROOFING	B-22-1139	
5/10/22	2016 ALBERT DR, 73130	PARKER BROTHERS ROOFING	B-22-1141	\$9,000.00
5/10/22	435 W CURTIS DR, 73110	PARKER BROTHERS ROOFING	B-22-1140	\$10,500.00
5/10/22	808 SANDRA DR, 73110	SH VAUGHN CONSTRUCTION	B-22-1168	
5/13/22	105 CHERRYWOOD DR, 73110	PARKER BROTHERS ROOFING	B-22-1224	\$10,800.00
5/27/22	620 E THORNTON DR, 73110	TRIPLE DIAMOND CONSTR	B-22-1349	

**\$34,500.00****Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/3/22	13259 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0657	\$177,000.00
5/4/22	10302 NE 7TH ST, 73130	FUNDERMURGH, BRYAN	B-21-0053	
5/4/22	10305 E RENO AVE, 73130	FRAZE ENTERPRISES LLC	B-21-2548	\$315,000.00
5/6/22	10512 TURTLE BACK DR, 73130	Melba Harris	B-21-0180	\$128,706.00
5/9/22	1018 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2710	\$253,000.00
5/9/22	2920 N GLENHAVEN DR, 73110	Robert Smith	B-21-2450	\$150,000.00
5/10/22	13255 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-1564	\$0.00
5/12/22	1014 RYAN RIDGE CT, 73130	Monarch Homes, LLC	B-21-2708	\$263,000.00
5/13/22	10488 TURTLE BACK DR, 73130	Home Creations, Inc.	B-22-0487	\$173,000.00
5/13/22	2709 SNAPPER LN, 73130	Home Creations, Inc.	B-22-0406	\$170,000.00
5/13/22	11760 E ROBIN RD, MIDWEST CITY, OK, 0	Lesley Marler	B-21-1397	\$176,500.00
5/13/22	2402 CATTAIL CIR, 73130	Home Creations, Inc.	B-21-0493	\$156,215.00
5/17/22	12706 FOREST TERR, 73020	BOB JONES HOMES INC	B-22-0894	\$390,000.00
5/18/22	2585 FOREST GLEN DR, 73020	Swm & Sons	B-21-1892	\$246,000.00
5/25/22	10473 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0417	\$145,000.00
5/26/22	10504 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0699	\$155,500.00

**\$2,898,921.00****Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/4/22	5717 SE 8TH ST, 73110	rick white	B-22-0842	\$30,000.00
5/11/22	901 JOB AVE, MWC, OK, 73130	Zachary Carver	B-22-1005	\$100,000.00
5/16/22	7202 SE 15TH ST, 73110	Destiny Corbin	B-22-0713	\$138,000.00
5/23/22	328 W COE DR, 73110	KRONES, HARVEY	B-21-2654	\$15,000.00
5/26/22	769 E ROSE DR, MIDWEST CITY, OK, 0	Adriana marshall	B-22-0890	\$25,000.00

**\$308,000.00****Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
5/17/22	12505 SHADY GLEN, 73020	Paul Whitehead	B-22-1129	\$0.00
5/19/22	11207 MADISON AVE, 73130	Thomas Pennington	B-22-1090	\$0.00







# The City of Midwest City

## Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

### Inspections Summary - Inspected 5/1/2022 to 5/31/2022

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	3
Buildings - CO Inspection & Sign Off	11
Buildings - CO Reinspection & Sign Off	2
Com Building Final Inspection	1
Com Driveway Inspection	1
Com Duct Smoke Detector Test/Inspection	4
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	1
Com Electrical Ground Inspection	6
Com Electrical Ground Reinspection	1
Com Electrical Rough-in Inspection	1
Com Electrical Service Inspection	7
Com Electrical Service Reinspection	9
Com Electrical Wall Inspection	2
Com Electrical Wall Reinspection	1
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Rough Inspection	1
Com Footing & Building Setback Inspection	4
Com Footing & Building Setback Reinspection	2
Com Framing Inspection	5
Com Framing Reinspection	2
Com Gas Piping Inspection	3
Com Gas Piping Reinspection	1
Com Grease Trap Final Inspection	1
Com Grease Trap Rough Inspection	1
Com Grease Trap Rough Inspection (Building)	3
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Grease Trap Rough Reinspection (Line Maintenance)	1
Com Mechanical Ceiling Inspection	2
Com Plumbing Final Inspection	2
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	6
Com Plumbing Rough-in Reinspection	2
Com Roofing Inspection	1
Com Sewer Service Inspection	1
Com Sewer Service Reinspection	1
Com Temporary Electrical Pole Inspection	3
Com Temporary Electrical Pole Reinspection	1
Com Vent Hood Rough Inspection	1
Com Water Service Line Inspection	1
Commercial Meter Tap Inspection	1
County Health - CO Inspection & Sign Off	1
Electrical Generator Inspection	2
Fire - CO Inspection & Sign Off	10
Fire - CO Reinspection & Sign Off	2

General Inspection	11
Hot Water Tank Inspection	18
Irrigation System Inspection	2
Irrigation System Reinspection	1
Mechanical Change Out Inspection	18
Mechanical Change Out Reinspection	1
OMMA CC Inspection - Buildings	2
OMMA CC Inspection - Fire	1
Planning - CO Inspection & Sign Off	8
Pre-Con Site Inspection/Meeting	2
Res Building Final Inspection	14
Res Building Final Reinspection	5
Res Carport Inspection	1
Res Drainage1 Inspection	4
Res Drainage2 Inspection	3
Res Drainage3 Inspection	6
Res Drainage4 Inspection	6
Res Drainage4 Reinspection	3
Res Drainage5 Inspection	6
Res Drainage5 Reinspection	1
Res Driveway Inspection	4
Res Electrical Final Inspection	9
Res Electrical Final Reinspection	9
Res Electrical Rough-in Inspection	22
Res Electrical Rough-in Reinspection	6
Res Electrical Service Inspection	29
Res Electrical Service Reinspection	6
Res Fence Inspection	3
Res Footing & Building Setback Inspection	10
Res Framing Inspection	19
Res Framing Reinspection	5
Res Gas Meter Inspection	10
Res Gas Piping Inspection	19
Res Gas Piping Reinspection	3
Res Insulation Inspection	9
Res Mechanical Final Inspection	7
Res Mechanical Rough-in Inspection	18
Res Mechanical Rough-in Reinspection	4
Res Miscellaneous Electrical Inspection	2
Res Patio Cover Inspection	2
Res Plumbing Final Inspection	8
Res Plumbing Final Reinspection	1
Res Plumbing Ground Inspection	3
Res Plumbing Ground Reinspection	1
Res Plumbing Rough-in Inspection	14
Res Plumbing Rough-in Reinspection	4
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	4
Res Roofing Inspection	2
Res Sewer Service Inspection	12
Res Sewer Service Reinspection	2
Res Storm Shelter Inspection	13
Res Temporary Electrical Pole Inspection	3
Res Termite Inspection	5
Res Water Service Line Inspection	8
Sewer Cap Inspection	2
Swimming Pool/Hot Tub Inspection	2

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Total Number of Inspections:

516



## MUNICIPAL AUTHORITY AGENDA

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

June 28, 2022 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	City Clerk Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion and consideration for adoption, including any possible amendments, of the June 14, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$1,291,483; expenditures/Transfers Out (00) \$1,291,483. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$664,332. MWC Water Department Fund, expenditures/Transfers Out (42) \$25,000. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$171,000. Cap. Water Imp-Walker Fund, expenditures/Capital Water Imp (49) \$1,500. John Conrad Regional Golf Fund, expenditures/John Conrad (47) \$60,916; expenditures/Hidden Creek (48) \$11,690. (Finance - T. Cromar)
3. Discussion and consideration, including any possible amendment, 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, 2022. (City Manager – R. Rushing)
4. Discussion and consideration for adoption, including any possible amendment of renewing the contract for FY 22-23 with Dukes’ Root Control, Inc. for chemical root control. (Public Works - R. Paul Streets)
5. Discussion and consideration for adoption, including any possible amendment of, (1) amending the contracts with modification for FY 22-23: with Brenntag Southwest, Inc. for liquid chlorine; with Cabot Norit Americas, Inc. for granular activated carbon; (2) renewing the contracts with modifications for FY 22-23 with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc. for landfill charges. (Public Works - R. Paul Streets)

6. Discussion and consideration, including any possible amendment, of awarding the bid to and entering into a contract with Mid America Hydro Tech, to purchase Water Treatment Coagulation Polymer at a minimum of 30,360 pounds at \$0.636 per pound or less than and 15,180 pounds at \$0.636 per pound. (Public Works – R. Paul Streets)

C. DISCUSSION ITEM.

1. Discussion and consideration of entering into an agreement, including any possible amendment, with DePalma Hotels and Resorts, to provide qualified management services at the Sheraton Midwest City Hotel and Reed Conference Center. (City Manager - T. Lyon)

- D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. ADJOURNMENT.



CONSENT AGENDA





Notice for the Midwest City 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 14, 2022

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 6:41 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	City Clerk Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	City Attorney Don Maisch

### DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendments, of the May 24, 2022 meeting minutes.** Byrne made a motion to approve the minutes, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.
- 2. Public hearing with discussion and consideration of adopting a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2022-2023 in the amount of \$50,614,646.** Byrne made a motion to adopt the Resolution MA2022-01, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.

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

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:43 PM.

ATTEST:

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MATTHEW D. DUKES II, Chairman

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SARA HANCOCK, Secretary



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$1,291,483; expenditures/Transfers Out (00) \$1,291,483. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$664,332. MWC Water Department Fund, expenditures/Transfers Out (42) \$25,000. Capital Drainage Imp Fund, expenditures/Drainage Improvements (72) \$171,000. Cap. Water Imp-Walker Fund, expenditures/Capital Water Imp (49) \$1,500. John Conrad Regional Golf Fund, expenditures/John Conrad (47) \$60,916; expenditures/Hidden Creek (48) \$11,690.

The first supplement is needed to increase the budget for the transfers in and transfers out from General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures. The second supplement is needed to increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 21-22 expenditures. The third supplement is needed to increase the budget for the transfers out for additional water line breakage expenditures to end FY 21-22. The fourth through sixth supplements are needed to increase the budget for the expenditures to end FY 21-22.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

**SUPPLEMENTS**

**June 28, 2022**

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,291,483			
00	Transfers Out			1,291,483	
		<u>1,291,483</u>	<u>0</u>	<u>1,291,483</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 21-22 expenditures.

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	664,332			
		<u>664,332</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 21-22 expenditures.

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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	Transfers Out			25,000	
		<u>0</u>	<u>0</u>	<u>25,000</u>	<u>0</u>

**Explanation:**  
To increase the budget for the transfers out for additional water line breakage expenditures to end FY 21-22.

Fund CAPITAL DRAINAGE IMP (060)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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			171,000	
		<u>0</u>	<u>0</u>	<u>171,000</u>	<u>0</u>

**Explanation:**  
To increase the budget for the expenditures to end FY 21-22. Funding to come from fund balance.

**SUPPLEMENTS**

**June 28, 2022**

Fund CAP. WATER IMP-WALKER (172)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Imp			1,500	
		<u>0</u>	<u>0</u>	<u>1,500</u>	<u>0</u>

**Explanation:**  
To increase the budget for the expenditures to end FY 21-22. Funding to come from fund balance.

Fund JOHN CONRAD REGIONAL GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	John Conrad			60,916	
48	Hidden Creek			11,690	
		<u>0</u>	<u>0</u>	<u>72,606</u>	<u>0</u>

**Explanation:**  
To increase the budget for the expenditures to end FY 21-22. Funding to come from fund balance.



**City Manager's Office**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1205

## MEMORANDUM

**TO:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**FROM:** Ryan Rushing, Director of Operations

**DATE:** June 28, 2022

**SUBJECT:** Discussion and consideration, including any possible amendment, 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, 2022.

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 739-1205.

<b>Fiscal Year 2021-2022</b>	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
<b>Revenue</b>												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	224,889	303,825	417,312	286,185	<b>422,104</b>	
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326	115,512	191,509	<b>188,113</b>	
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255	2,548,567	2,834,752	<b>3,256,856</b>	
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897	1,250,409	1,441,918	<b>1,630,032</b>	

<b>Expenses</b>												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985	403,234	297,791	<b>342,543</b>	
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993	139,185	197,810	<b>221,278</b>	
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415	2,756,649	3,054,440	<b>3,396,983</b>	
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816	1,620,001	1,817,810	<b>2,039,089</b>	

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)	14,078	(11,606)	<b>79,561</b>	
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)	(23,673)	(6,301)	<b>(33,165)</b>	
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	(222,000)	(222,160)	(208,082)	(219,688)	<b>(140,127)</b>	
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)	(369,592)	(375,892)	<b>(409,057)</b>	

<b>Key Indicators</b>												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-	24,220	102,796	<b>124,026</b>	
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929	81,770	72,826	<b>51,355</b>	

<b>Fiscal Year 2020-2021</b>	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
<b>Revenue</b>												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681

<b>Expenses</b>												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466

<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Memorandum**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: R. Paul Streets, Public Works Director

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the contract for FY 22-23 with Dukes' Root Control, Inc. for chemical root control.

Duke's Root Control, Inc. has agreed to renew the chemical root control contract without modification for FY 22-23. In FY 21-22 approximately \$50,000.00 was encumbered with Duke's Root Control, Inc. by the line maintenance department for chemical root control. The line maintenance waste water department budgeted \$50,000.00 for the purchase of chemical root control from Duke's Root Control, Inc. for FY 22-23.

Action is at the discretion of the Chairman and Trustees.

R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letter





**Public Works Director**  
**R. Paul Streets**  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 /Fax: 405-739-1090

May 27, 2022

Duke's Root Control, Inc.  
Mr. Braden Boyko  
1020 Hiawatha Blvd, West  
Syracuse, NY 13204-1131

“Chemical Root Control”

Our records indicate contracted price for 6” & 8” at \$1.32 per foot for minimum of \$3,000.00 for chemical root control.

Dear Mr. Boyko:

It is time to renew the Midwest City Municipal Authority contract for FY 2022/23. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

Sign: Title: Vice President Date: 6/3/2022



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Memorandum**

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: June 28, 2022

Subject: Discussion and consideration for adoption, including any possible amendment of, (1) amending the contracts with modification for FY 22-23: with Brenntag Southwest, Inc. for liquid chlorine; with Cabot Norit Americas, Inc. for granular activated carbon; (2) renewing the contracts with modifications for FY 22-23 with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc. for landfill charges.

**Liquid Chlorine**

The liquid chlorine contract with Brenntag Southwest, Inc. is an annual contract with provisions for annual renewals. This is the seventh year for renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Liquid Chlorine Price Increase</b>
Liquid Chlorine Per Pound	\$ 90.00 to \$100.50
Liquid Chlorine Per Ton	\$660.00 to \$990.00

This is a 5 year contract with annual renewals and in FY 21-22 approximately \$61,000.00 was encumbered to Brenntag Southwest Inc. for liquid chlorine. The water department budgeted \$65,000.00 for the purchase of liquid chlorine from Brenntag Southwest Inc. for FY 22-23.

**Granular Activated Carbon**

The granular Activated Carbon contract with Cabot Norit Americas is annual contract with provisions for five (5) annual renewals. This is the fifth year for the renewal of this contract. Cabot Norit Americas Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 22-23.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Product</b>	<b>Price Per Filter Increase</b>
Lignite GAC HD3000	\$33.81 / cu ft. to \$60.49 / cu ft. (\$81,144.00 / filter) to (\$145,176.00 / filter)

This is a 5 year contract and in FY 21-22 approximately \$324,576.00 was encumbered to Cabot Norit Americas for granular activated carbon. The water department budgeted \$580,704.00 for the purchase of granular activated carbon from Cabot Norit Americas Inc. for FY 22-23.

**Commercial Sanitation Service of Roll Offs and Compactors**

The commercial sanitation service of roll offs and compactors contract with Republic Services Inc. is an annual contract with provisions for five (5) annual renewals. This is the Sixth year for renewal of this contract. Republic Services Inc. has agreed to renew the contract, exercising the contract’s provision for renewal with rate adjustments for FY 22-23.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Price Increase</b>
<b>Compactor Units New Equipment</b>	
2 yd. Stationary	\$262.30 to \$284.60
40 yard receiving container haul rate	\$236.07 to \$256.14
40 yard receiving container monthly rental	\$ 81.18 to \$88.08
30 yard receiving container haul rate	\$236.07 to \$256.14
30 yard receiving container monthly rental	\$343.49 to \$343.50
35 yard receiving container haul rate	\$236.07 to \$256.14
35 yard receiving container monthly rental	\$343.49 to \$372.69
 <b>Compactor Units Used Equipment</b>	
2 yd. Stationary	\$197.35 to \$214.12
40 yard receiving container haul rate	\$236.07 to \$256.14
40 yard receiving container monthly rental	\$ 61.18 to \$66.38
30 yard receiving container haul rate	\$236.07 to \$256.14
30 yard receiving container monthly rental	\$262.30 to \$284.27
35 yard receiving container haul rate	\$236.07 to \$256.14
35 yard receiving container monthly rental	\$262.30 to \$284.60
 <b>Roll Offs</b>	
30 yard roll offs haul rate	\$236.07 to \$256.14
30 yard roll offs monthly rental	\$ No Charge
Hauls over 4 tons charge rate per ton	\$ 26.02 No Change
 <b>Relocate Charge</b>	
Relocate Charge	\$ 77.25 to \$83.82
Dry Run Charge	\$ 77.25 to \$83.82
 <b>Washouts</b>	
Roll Off containers	\$124.81 to \$135.42
Wal-Mart	\$249.59 to \$270.81

This is a 5 year contract and in FY 21-22 approximately \$287,319.00 was encumbered to Republic Services, Inc. for commercial sanitation service of roll offs and compactors. The sanitation department budgeted \$310,000.00 for the service of commercial sanitation service of roll offs and compactors for FY 22-23.

**Landfill Service**

The landfill service contract with Waste Management of Oklahoma, Inc. is an annual contract with provisions for five (5) annual renewals. This is the third year for renewal of this contract. Waste Management of Oklahoma, Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments for FY 21-22.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Price Increase</b>
Tipping Fee	\$20.15 to \$21.63
Plus State Fee	\$1.25

This is a 5 year contract and in FY 21-22 approximately \$874,495.00 was encumbered to Waste Management of Oklahoma, Inc. for landfill service. The sanitation department budgeted \$926,000.00 for landfill service for FY 22-23.

Action is at the discretion of the Chairman and Trustees.



R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letters

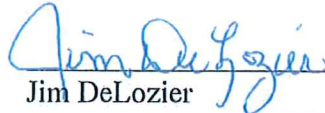
**FIRST AMENDMENT TO AGREEMENT  
FOR LIQUID CHLORINE  
BETWEEN BRENNTAG SOUTHWEST, INC.  
AND  
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Contract Renewal Options Paragraph of the Agreement between Brenntag Southwest, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2022 and ending on June 30, 2023.

The terms in the attachment hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.



\_\_\_\_\_  
Jim DeLozier  
Industry Specialist – Water Treatment

Date: June 22, 2022

**Midwest City Municipal Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Chair

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

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

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney

We agree to extension of this contract for a price of \$ 1.10 per pound (\$2,200.00 per ton container).

150# cylinders will be \$ 1.30 per pound (\$195.00 per cylinder)

These prices will remain firm for 90 days from date of this notice.

Jim DeLozier



Public Works Director  
R. Paul Streets  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 /Fax: 405-739-1090

June 28, 2022

Brenntag Southwest, Inc.  
Mr. Jim DeLozier  
Route 2 Box 352-200  
Nowata, OK 74048

“Liquid Chlorine”

Our records indicate the contract modified price in 21/22 was \$ 660.00 per ton not to exceed \$990.00 per ton and \$100.50 per 150lb. cylinders.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal Authority contract for FY 2022/23. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

<input type="checkbox"/>	Yes, we agree to continue the present contract without modification.
<input type="checkbox"/>	No, we are not able to continue the present contract without modification.
<input checked="" type="checkbox"/>	Yes, we agree to continue the present contract with modification.
	We agree to renewal of the contract for a price of \$1.10 per pound (\$2,200.00 per ton container). 150 lbs cylinders will be \$1.30 per pound (\$195.00 per cylinder). These prices will remain firm for 90 days from the date of this notice.

Sign: Jim DeLozier Title: Industry Specialist – Water Treatment Date: June 23, 2022



**BRENNTAG**

Nowata OK



**Brenntag Southwest, Inc.**

Paul Streets  
Assistant Public Works Director  
Midwest City, OK

Mr. Streets,

As you can imagine raw product costs and freight costs have escalated beyond my wildest dreams these past few months.

Due to these increases we find it necessary to raise the current price for gas chlorine from the current price of \$660.00 in ton containers and \$90.00 per 150# cylinder to \$990.00 per ton container and \$100.50 per 150# cylinder.

These new prices will become effective on October 1, 2021 and will remain firm through the end of the year.

I do really appreciate the business that you have awarded Brenntag and I look forward to continued service to you and your community.

If you have any questions, please feel free to contact me anytime.

Thanks, stay safe and stay healthy.

Jim DeLozier

Industry Specialist – Water Treatment

Brenntag Southwest, Inc

Nowata, OK 74048

918-637-0335 Cell

[jdelozier@brenntag.com](mailto:jdelozier@brenntag.com)

[www.brenntagconnect.com](http://www.brenntagconnect.com)



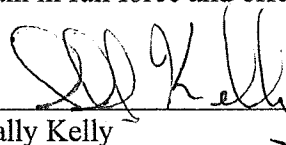
**FIRST AMENDMENT TO AGREEMENT  
FOR GRANDULAR ACTIVATED CARBON  
BETWEEN NORIT AMERICAS INC.  
AND  
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between Norit Americas Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2022 and ending on June 30, 2023.

The terms in the attachment hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.



\_\_\_\_\_  
Sally Kelly  
Inside Sales & Customer Service Manager

Date: June 22, 2022

**Midwest City Municipal Authority:**

\_\_\_\_\_  
Matt Dukes, II  
Chair

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

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

Approved as to form and legality:

\_\_\_\_\_  
Donald D. Maisch, City Attorney



**Public Works Director**  
**R. Paul Streets**  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 /Fax: 405-739-1090

May 27, 2022

Cabot Norit Americas Inc.  
Attn: Ms. Nikki Vineyard  
P.O. Box 790  
Marshall, TX 75671

“Granular Activated Carbon”

Our records indicate contracted price at \$33.81 per cubic feet for 9,600 cubic feet, at the total net cost of \$324,576.00 for Granular Activated Carbon.

Dear Ms. Vineyard:

It is time to renew the Midwest City Municipal Authority contract for FY 2022/23. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

_____	Yes, we agree to continue the present contract without modification.
_____	No, we are not able to continue the present contract without modification.
____XX_____	Yes, we agree to continue the present contract with modification.

Sign: Nikki L. Vineyard Title: Inside Sales Date: June 2, 2022

Norit Americas Inc.



June 3, 2022

R. Paul Streets  
Public Works Director  
Midwest City Municipal Authority  
8730 SE 15<sup>th</sup> St  
Midwest City, OK 73110

RE: GAC Renewal FY 2022-2023  
Granular Activated Carbon

Dear Mr. Streets,

Thank you for the opportunity to extend our current contract for Granular Activated Carbon supply and service beginning September 1, 2022, through August 31, 2023. As allowed by the Renewal Letter dated May 27, 2022, we would like to request a price increase. We have not gone up on pricing since 2016 for Midwest City, OK so the increase is higher than it normally would be but also given the increases we are absorbing from everything across the board in today's volatile market.

Product	2021/2022 Price Per Filter	2022/2023 Price Per Filter
Lignite GAC HD3000	\$ 33.81 / cu ft (\$81,144.00 / filter)	\$ 60.49 / cu ft (\$145,176.00 / filter)

We appreciate the opportunity to continue supplying your activated carbon needs and look forward to working with you again in the coming year. Please contact me if you have any questions or if I can offer any additional assistance.

Best Regards,

Norit Americas Inc.

Nikki Vineyard  
Inside Sales

M: 903.407.2609

[nikki.vineyard@norit.com](mailto:nikki.vineyard@norit.com)

Norit Americas Inc.



June 3, 2022

R. Paul Streets  
Public Works Director  
Midwest City Municipal Authority  
8730 SE 15<sup>th</sup> St  
Midwest City, OK 73110

RE: GAC Renewal FY 2022-2023  
Granular Activated Carbon

Dear Mr. Streets,

Thank you for the opportunity to extend our current contract for Granular Activated Carbon supply and service beginning September 1, 2022, through August 31, 2023. As allowed by the Renewal Letter dated May 27, 2022, we would like to request a price increase. We have not gone up on pricing since 2016 for Midwest City, OK so the increase is higher than it normally would be but also given the increases we are absorbing from everything across the board in today's volatile market.

Product	2021/2022 Price Per Filter	2022/2023 Price Per Filter
Lignite GAC HD3000	\$ 33.81 / cu ft (\$81,144.00 / filter)	\$ 60.49 / cu ft (\$145,176.00 / filter)

We appreciate the opportunity to continue supplying your activated carbon needs and look forward to working with you again in the coming year. Please contact me if you have any questions or if I can offer any additional assistance.

Best Regards,

Norit Americas Inc.

Nikki Vineyard  
Inside Sales

M: 903.407.2609

[nikki.vineyard@norit.com](mailto:nikki.vineyard@norit.com)



**Public Works Director**  
**R. Paul Streets**  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 /Fax: 405-739-1090

May 27, 2022

Republic Services  
Ms. Chrystal Bennett  
Municipal Services Manager  
7540 SW 59<sup>th</sup> Street  
Oklahoma City, OK 73110

“Commercial Sanitation Service Of Roll Offs and Compactors”


Dear Ms. Bennett:

It is time to renew the Midwest City Municipal Authority contract for FY 2022/23. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

Yes, we agree to continue the present contract without modification @ 85% P.I.  
 No, we are not able to continue the present contract without modification. DB  
 Yes, we agree to continue the present contract with modification.

Sign:  Title: General Manager Date: 6/3/2022



**Donna Akin - CPI Documentation**

**From:** "Bennett, Crystal" <CBennett2@republicservices.com>  
**To:** Donna Akin <DAkin@MidwestCityOK.org>  
**Date:** 6/23/2022 11:22 AM  
**Subject:** CPI Documentation

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Donna,  
 The rate is adjusted according to the CPI -U.

292.296-269.195/269.195= 8.58% CPI

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296									

**Crystal Bennett**

Manager, Municipal Services

7540 SW 59th Street  
 Oklahoma City, OK 73179  
 e [cbennett2@republicservices.com](mailto:cbennett2@republicservices.com)  
 o [4053179945](tel:4053179945)  
 w [RepublicServices.com](http://RepublicServices.com)



Sustainability in Action



June 10.2022

Mr. Robert Streets  
Public Works Director  
City of Midwest City  
8730 S.E. 15th Street  
Midwest City, OK 73110

Dear Mr. Streets:

On July 1, 2018, the Midwest City Municipal Authority, and Waste Management of Oklahoma, Inc. entered into a Disposal Agreement. Under the terms of the agreement rates would be adjusted annually on July 1 of each year, beginning July 1, 2019 “by the same percentage as the Consumer Price Index, U. S. City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100, published by the United States Bureau of Labor Statistics.” (CPI website below)

The most recent change in the that CPI reflects a 3.80% increase from May 2021 through May 2022 (attached). Accordingly, the rates under your disposal agreement will increase by 3.80% plus the state flow fee, effective July 1, 2022.

We appreciate your business, if you have any questions, please feel free to call me at (405)-520-3883. Thanks Paul.

Sincerely,

A handwritten signature in black ink that reads 'Rick Padgett'.

Rick Padgett  
Manager, Public Sector Services  
Waste Management of Oklahoma, Inc



6/1/2021	260.4
7/1/2021	261.706
8/1/2021	262.81
9/1/2021	263.747
10/1/2021	264.278
11/1/2021	264.58
12/1/2021	265.365
1/1/2022	268.128
2/1/2022	269.521
3/1/2022	269.621
4/1/2022	270.419
5/1/2022	270.844

Total 3191.418

6/1/2020	251.435
7/1/2020	252.401
8/1/2020	253.974
9/1/2020	254.266
10/1/2020	254.781
11/1/2020	255.65
12/1/2020	256.456
1/1/2021	257.722
2/1/2021	258.763
3/1/2021	259.204
4/1/2021	259.581
5/1/2021	259.542

Total 3073.775

$$3191.418 - 3073.775 = 117.643 / 3073.775 = 0.38$$

$$0.38 \times 100 = 3.8\% \text{ increase}$$



**Public Works Director**  
**R. Paul Streets**  
pstreets@midwestcityok.org  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1061 /Fax: 405-739-1090

## Memorandum

**To:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**From:** R. Paul Streets, Public Works Director

**Date:** June 28, 2022

**Subject:** Discussion and consideration, including any possible amendment, of awarding the bid to and entering into a contract with Mid America Hydro Tech, to purchase Water Treatment Coagulation Polymer at a minimum of 30,360 pounds at \$0.636 per pound or less than 15,180 pounds at \$0.636 per pound.

On Tuesday, June 21, 2022 at 2:00 p.m., bids were opened for Water Treatment Coagulation Polymer. Bids were submitted by Mid America Hydro Tech, Brenntag Southwest Inc., and Water Tech Inc. Staff recommends accepting Mid America Hydro Tech who had the lowest bid at a minimum of 30,360 pounds at \$0.636 per pound or less than 15,180 pounds at \$0.636 per pound, meeting specifications.

For FY 2021-2022 the Water Department spent a total of \$102,000.00 for Water Treatment Coagulation Polymer.

Funds are available in the Water Department chemical account.

Action is at the discretion of the Municipal Authority.

Respectfully,

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets  
Public Works Director

**BID TAB SHEET**

**Water Treatment Coagulation Polymer**

<u><b>VENDOR</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>TOTAL NET PRICE</b></u>
Mid America Hydro Tech 36376 Anderson Road Macomb, OK 74852 Attn: Doug Swinney Owner Phone: 405-598-1772 Fax: 405-598-1335 E-mail: <a href="mailto:dougswinney@windstream.net">dougswinney@windstream.net</a>	Price Per 30,360 LBS Price Per Less Than 15,180 LBS	<u>\$ 0.636 Per Pound</u> <u>\$ 0.636 Per Pound</u>
Brenntag SW Inc. Rt 2 Box 352-200 Nowata, OK 74048 Attn: Jim Delozier Phone: 918-273-2265 Cell: 918-637-0335 Fax: 918-273-2268 E-mail: <a href="mailto:jdelozier@brenntag.com">jdelozier@brenntag.com</a>	Price Per 30,360 LBS Price Per Less Than 15,180 LBS <u>Note: Due to the unstable raw product market, we are not able to offer firm pricing for the contract period. We can however offer quarterly pricing above. If any increases are necessary we will give a written notice of increase at which time you may elect to accept the increase or rebid the product. Fuel, energy cost and raw product cost are driving factors behind this issue.</u>	<u>\$ 0.655 Per Pound</u> <u>\$ 0.675 Per Pound</u>
Water Tech Inc. 4103 Hwy 31 West McAlister, OK. 74502 Attn. Darrell Rose Phone: 800-488-7451 Cell: 918-649-5968 Fax: 800-256-3345 E-mail: <a href="mailto:drose@watertechinc.net">drose@watertechinc.net</a>	Price Per 30,360 LBS Price Per Less Than 15,180 LBS <u>Note: Due to escalating raw material costs pricing will be reviewed quarterly and adjusted. Did not include required storage containers as per the bid specifications in the bid pricing.</u>	<u>\$ 0.5326 Per Pound</u> <u>\$ 0.6475 Per Pound</u>
Univar Solutions Inc. 8201 S. 212 <sup>th</sup> Kent, WA 98032-1994 Attn: Roise Holiday Phone: 253-872-5000 Fax: 253-572-5041		<u>No Bid Received</u>

# Invitation for Sealed Bids

## MIDWEST CITY MUNICIPAL AUTHORITY

100 N. MIDWEST BLVD.  
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In  
**Journal Record**

Dates Advertised  
**Tuesday, June 7, 2022**  
**Tuesday, June 14, 2022**

Bids must be in the Office of the City Clerk By:  
**Tuesday, June 21, 2022 no later than 2:00 p.m.**

**IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.**

Description	Total Net Price
Water Treatment Coagulation Polymer Price Per 30,360 LBS	\$ <u>.636</u> Per Pound
Price Per Less Than 15,180 LBS	\$ <u>.636</u> Per Pound

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

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

REPLACEMENT WILL BE COMPLETED IN 5 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 20 DAY OF JUNE, 2022.

FIRM Mid America Hydro Tech BY Douglas G. Swinney

ADDRESS 36376 Anderson Rd Macomb Ok TITLE OWNER  
74852

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DON MAISCH, City Attorney

NON COLLUSION AFFIDAVIT

STATE OF Oklahoma )

SS.

COUNTY OF Oklahoma )

Douglas G. Swinney, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Municipal Authority official or employee as to quantity, quality, or price in the prospective contract, or any other prospective contract; or in any discussions between bidders and any City or Municipal City official concerning exchange of money or other things of value for special consideration in the letting of the prospective contract.

Douglas G Swinney

Subscribed and sworn to before me this 21 day of June, 2022



Toyia Beasley  
Notary Public

My Commission Expires:

4/20/2026



## Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the Midwest City Municipal Authority. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the Municipal Authority, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the Midwest City Municipal Authority. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the Municipal Authority, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on June 20, 2022.

Mid America Hydro Tech,  
Contractor

By: Douglas G. Luning  
Owner or Authorized Officer

## NOTICE TO BIDDERS

Notice is given that the Midwest City Municipal Authority, a public trust, will receive sealed bids in the office of the Secretary, Midwest City Municipal Center, 100 N. Midwest Boulevard, Midwest City, Oklahoma, until 2:00p.m., Tuesday June 21, 2022, for:

### **WATER TREATMENT COAGULATION POLYMER**

Any bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after 2:00 p.m. on the above date will be returned unopened. Bids shall be made in accordance with the bid documents, all of which are on file and available for public examination in the office of the secretary in the Midwest City Municipal Center. Complete sets of bid documents may be obtained from the City of Midwest City, Public Works Administration, 8730 SE 15<sup>th</sup>, Midwest City, Oklahoma 73110.

Bids filed with the Secretary shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. All bids shall be considered by the Chairman and Trustees of the Municipal Authority prior to the contract being awarded. The Municipal Authority shall consider award of the bid at or after 6:00 pm on June 28, 2022, to the lowest and best bidder meeting specifications. The Municipal Authority may lay the same over to a subsequent meeting for comparison and computation.

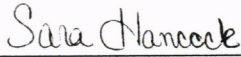
**The bidder shall use the Municipal Authority bid documents only** and all forms must be signed and notarized/attested. The bidder shall file his/her bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the item proposed. The bid shall be filed with the Secretary in the City Clerk's office. All bids shall be typewritten or in ink.

The specifications are complete as written. No oral representations made by any agent or employee of the Municipal Authority or its affiliate agencies shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.

Any protest of the award of this proposed contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the Secretary/City Clerk within three (3) business days after the award of the contract by the governing body. The governing body reserves the right to review all bids and make the award to the lowest and best bidder. All other provisions of the specifications shall also apply.

Additional information may be obtained from the City of Midwest City, Public Works Department, **Mark Roberts, Water Plant Supervisor, Public Works Department, 8730 SE 15<sup>th</sup>, Midwest City, Oklahoma 73110, (405) 739-1064.**

The Chairman and Trustees of the Midwest City Municipal Authority reserves the right to reject any or all bids.

  
\_\_\_\_\_  
Sara Hancock, Secretary  
Midwest City Municipal Authority



## AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. The Midwest City Municipal Authority reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
3. No bidder may withdraw his bid within a period of thirty (30) days after the date and hour set for the opening of bids. A bidder may withdraw his bid at any time prior to the time fixed for the opening of bids.
4. All bids must be accompanied by bidder's bond or cashier's check in the amount shown on the Invitation for Sealed Bids form when required by the Midwest City Municipal Authority. This amount may be retained by the Midwest City Municipal Authority as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of this bid. The Secretary will return the deposits to the unsuccessful bidders after the contract has been awarded.
5. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to Midwest City Municipal Authority location shall be without additional charges unless otherwise stated in specifications.
6. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications in respect to the successful bidder shall be considered as part of his contract with the Midwest City Municipal Authority.
7. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
8. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
9. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
10. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the Midwest City Municipal Authority is exempt from Federal Excise Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax. The Midwest City Municipal Authority will execute exemption certificates upon presentation by the bidder at the time of purchase.
11. Information to bidders and specifications are on file in the office of the Secretary and copies may be obtained from the Municipal Building, 100 N. Midwest Blvd., Midwest City, Oklahoma.
12. Bids must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (5) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Bidder must keep Purchase Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Midwest City Municipal Authority to purchase bid items elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
13. Bidder agrees to defend and save the Midwest City Municipal Authority harmless from and against all demands, claims, suits, costs expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
14. Bidder may bid on one or all items but bids may not be tied together unless specifically stated in specifications.
15. The specifications are complete as written. No oral representation made by any agent or employee of the Municipal Authority, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
16. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the Secretary/City Clerk within three (3) business days after the award of the contract by the governing body. All other provisions of these specifications shall also apply.
17. Each bidder when affixing his signature to the "Invitation for Sealed Bids" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses. the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.

No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

**SPECIFICATIONS**  
**FOR**  
**WATER TREATMENT COAGULATION POLYMER**

**GENERAL**

The purpose of these specifications is to qualify the purchase of water treatment liquid polymer coagulant for the Midwest City Municipal Authority.

This contract shall be for a period of five years, beginning July 01, 2022 and ending June 30, 2027, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

**GENERAL REQUIREMENTS**

The product covered by these specifications is a water treatment liquid polymer coagulant that will be used in the coagulation/flocculation/sedimentation processes to produce potable water for domestic use. The successful bidder must provide a selection of dimdac and amine based polymers which will be used in the coagulation process.

The polymer shall be registered and approved by the Oklahoma Department of Environmental Quality (Health Department), and National Sanitation Foundation, and accepted for use in potable water treatment. A letter of certification from all agencies shall be required at the time the bid is submitted.

The polymer must be fed neat from containers supplied by the successful bidder directly into process stream (no mixing or diluting) and be biodegradable.

The successful bidder must be a qualified service representative, who has been employed with the company for a minimum of two (2) years, and is well versed and knowledgeable in the mechanics of raw water clarification and obtain a thorough knowledge of plant operations and equipment capabilities. The representative shall be required to provide on-site service monthly and be readily available to render technical assistance upon request as the need arises.

**SUITABILITY**

The proposed polymer or polymerized material shall meet the requirements as outlined in the following material specification:

1. Must be compatible with present treatment program



2. Must give rapid formation of floc and demonstrate an improved settling rate
3. Must have little or no effect on pH or alkalinity.
4. Must exhibit superior qualities of clarification and the removal of organics.
5. Must perform equally as well in cold water temperatures as in warm and in daylight hours as well as night time hours.
  
6. Actual dosage must equal 8-14 ppm or lower, meet these specifications and still remain cost-effective to the Authority.
  
7. Must exhibit a reduction in plant operating costs or equal plant operating costs with no compromise of the quality of water produced.
  
8. Turbidity applied to the filters from treatment program must be equal to or below 2.0 nephelometric turbidity units, (not jar test, but actual in-plant treatment)

#### **BENCH STUDY**

A bench study of the proposed polymer shall be performed by bidders at the Midwest City Water Treatment Plant. To make arrangements to conduct the bench study, contact Mark Roberts, Chief Operator or Gregg Wingfield, Laboratory Technician, at 739-1383. Advanced coordination is required to insure availability of space and plant personnel assistance. The jar test analytical method shall be used for the determination of the bench study results. The jar tests will be performed in an ice bath. As a minimum, during the bench study, the bidder shall comply with the following:

1. Identify optimum chemical treatment program with recommended polymer dosage.
2. Recommend optimum feed location for polymer after obtaining a thorough knowledge of plant operations and equipment capabilities.
3. Identify, in a preliminary report, cost savings available or equal operating costs with the recommended polymer program.
4. Each bidder will leave a 100 milliliter sample of his polymer for the Laboratory Technician and Chief Operator to use in comparison jar tests.
5. At the conclusion of the bench study, but no longer than two (2) working days after, conduct a meeting with plant personnel and Authority staff to present findings and recommendations. Approval of proposed program by Authority staff will be based upon the bench study results and laboratory testing results.

**BIDDER REQUIREMENTS**

The bidder will be required to:

1. Optimize polymer treatment program.
2. Determine optimum chemical feed point.
3. Make necessary recommendations to optimize or correct chemical treatment program.
4. Express recommended treatment program in pounds per million pounds of water for polymer,(mg/l or ppm).
5. Recommend operational changes necessary to improve performance.
6. Supply storage containers of physical size to be acceptable to the plant's limited usable space and chemical building dimensions and plumbed for off loading and feeding current polymer system.
7. Submit a sealed bid, with the polymer cost expressed in pounds, which shall include delivery, off-loading, storage containers, and polymer flow meter.

**Delivery**

Delivery shall be made to the Midwest City Water Treatment Plant, 10701 Water Plant Road, Midwest City, Ok,73130, within five (5) calendar days of placement of order. The material shall be placed/off loaded by the company's contractors or shipping agent at the location designated by plant personnel.

The storage containers (supplied by bidder) must be of a physical size to be acceptable to the plant's limited usable space and chemical building entry dimensions, (i.e. 1,000 gallon containers). The containers must be plumbed with valves to off-load and to the polymer feed pump. The storage containers must have gallon or liter scales on the sides readable to the nearest ten, (i.e. ten gallon or liter increments). The city reserves the right to purchase the tanks at the end of contract for the amount specified in the bid.

**WATER POLYMER PRICING**

PRICE PER 30,360 LBS	\$ <u>0.636</u>	PER POUND
PRICE PER LESS THAN 15,180 LBS	\$ <u>0.636</u>	PER POUND

Company: MID America Hydro Tech

Contact: Douglas G. SWINNEY

Address: 36376 ANDERSON RD

City, State & Zip: MACOMB OK 74852

Phone: 405-641-9865

Email Address: dougswinney@windstream.net



**PURCHASE AGREEMENT**  
**between**

\_\_\_\_\_  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

**THIS Purchase Agreement** (hereinafter referred to as "**Agreement**") is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as "**Midwest City**") and MID America Hydro Tech corporation, registered to do business in the State of Oklahoma (hereinafter referred to as "MAHT \_\_\_\_\_") (**Midwest City** and MAHT being collectively referred to herein as "**Parties**") and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, Midwest City** is in need to purchase the following goods for its operations: \_\_\_\_\_  
MA-26002H, (hereinafter referred to as "**Goods**"); and

**WHEREAS, Midwest City** solicited bids from vendors for the purchase of the **Goods**; and

**WHEREAS, Midwest City** published the request for bids from vendors for the purchase of the **Goods**; and

**WHEREAS, MAHT** submitted a bid, based on the solicitation published by **Midwest City**; and

**WHEREAS, Midwest City** and MAHT desire to enter into an **Agreement** for the purchase of the **Goods**; and

**NOW THEREFORE, MIDWEST CITY, and MAHT** agree as follows:

A. MAHT agrees to sell the **Goods** listed in "**Attachment A**" to **Midwest City**.

B. The prices for the **Goods** that are to be purchased are listed in "**Attachment A**".

C. The prices established in "**Attachment A**" shall remain fixed and shall not change for the term of this **Agreement**.

A. The initial term of the **Agreement** is shall commence on 12:00 am Central Daylight Time on July 1, 2022 and ending at 11:59 p.m. Central Daylight Time on June 30, 2023.

**PURCHASE AGREEMENT**  
**between**

---

**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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

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

Midwest City shall issue a Purchase Order for the purchase of the **Goods** from MAHT  
\_\_\_\_\_. Upon issuance and receipt of the Purchase Order MAHT  
\_\_\_\_\_ shall deliver the **Goods** to Midwest City. Upon receipt of the goods **Midwest City** shall transmit payment to MAHT electronically, within forty-five (45) days of the delivery of the **Goods**.

A. MAHT shall deliver the **Goods** to **Midwest City** at:  
(address for delivery of the Goods)  
(City, State, Zip Code)

B. **Midwest City** inspect the **Goods** upon receipt to ensure quality and quantity.

C. MAHT shall guarantee the **Goods** delivered shall not be damaged and in working order.

A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.

B. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

Purchase Agreement with MAHT



**PURCHASE AGREEMENT**  
**between**

\_\_\_\_\_  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**Midwest City** is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

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

Midwest City Municipal Authority, Secretary for the Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

AND

Midwest City Municipal Authority,  
c/o City of Midwest City Public Works Authority  
Attention: Director of Public Works  
100 N. Midwest Boulevard  
Midwest City, OK 73110

B. Notices or other communications to MAHT pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

MID America Hydro Tech  
36376 ANDERSON RD  
MAComb OK 74852

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT**  
**between**

\_\_\_\_\_  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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

The MAHT must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”)

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by \_\_\_\_\_ or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

MAHT may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

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

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

Purchase Agreement with \_\_\_\_\_

MAHT

**PURCHASE AGREEMENT**  
**between**

---

**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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

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

MAHT warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. MAHT shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

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

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by MAHT which interferes with the operations



**PURCHASE AGREEMENT**  
**between**

\_\_\_\_\_  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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of **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if MAHT fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, MAHT may only recover that proportion of the any **Goods** sold. MAHT may not collect or recover any other or additional damages, losses, or expenses.

A. MAHT shall not permit any chemical substance or hazardous material to be delivered with the **Goods** purchased by **Midwest City**. MAHT shall notify the **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

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

C. This indemnification of **Midwest City** by MAHT also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by MAHT.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by MAHT, its employees, agents, contractors results in

Purchase Agreement with MAHT

**PURCHASE AGREEMENT**  
**between**

---

**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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any contamination of the water supply of **Midwest City**, MAHT shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

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

**Midwest City** shall have the right to inspect any and all **Goods** from MAHT pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the MAHT and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

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



**PURCHASE AGREEMENT  
between**

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**And  
MIDWEST CITY MUNICIPAL AUTHORITY**

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A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between MAHT and Midwest City for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from MAHT.

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]***



**PURCHASE AGREEMENT**  
**between**

**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

MAHT  
Douglas G. Swinney  
APPROVED and SIGNED by Douglas G. Swinney a properly authorized  
representatives to execute this Agreement on the dates set forth below.

Service Provider: MID America HYDRO Tech  
(Name of Provider)

By: Douglas G. Swinney  
MAHT

Name: Douglas G. Swinney

Title: OWNER

Date: June 20 2022

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]**

**PURCHASE AGREEMENT  
between**

\_\_\_\_\_  
**And  
MIDWEST CITY MUNICIPAL AUTHORITY**

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**APPROVED** by the General Manager for **Midwest City Municipal Authority** this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_\_\_\_.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
**TIM LYON  
GENERAL MANAGER**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY



DISCUSSION ITEM





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1207  
[vsullivan@MidwestCityOK.org](mailto:vsullivan@MidwestCityOK.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUUM

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: June 28, 2022

SUBJECT: Discussion and consideration of entering into an agreement, including any possible amendment, with DePalma Hotels and Resorts, to provide qualified management services at the Sheraton Midwest City Hotel and Reed Conference Center.

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Currently, DePalma Hotels and Resorts provides asset management and advisory services to the Midwest City Municipal Authority. Under this proposal, DePalma Hotels and Resorts will continue to provide advisory services but also provide management services at the Sheraton Midwest City Hotel and Reed Conference Center. DePalma will manage the hotel guest rooms, all food and beverage components, the Conference Center and oversee the maintenance and repair of the property on behalf of the Municipal Authority.

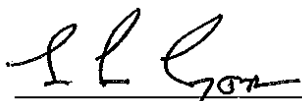
The term sheet includes the following items:

- Advisory Services – As agreed upon under separate contract
- Term - 1 Year with five one-year renewals
- Base Management Fee – **2.5%** of Total Gross Revenues (based on assuming management responsibilities when the hotel and conference center is fully open and operating)
- Less than twelve months operating – startup/closeout fee of \$10,000 (unless hotel continues to be operated by DePalma Hotels and Resorts)
- Incentive fee up to .5% to be negotiated and will be based on NOI
- Termination Provision – 90 days written notice
- Centralized Accounting – \$2,000 per month
- Personnel Approvals – Owner has the right to approve the hiring of the General Manager, Director of Sales, and Controller.

The above terms would grant the City Manager the authority to execute the above discussed Agreement, any following amendments that meet City Ordinances, and any renewals as described therein.

Staff recommends approval.

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

  
\_\_\_\_\_  
Tim L. Lyon, City Manager

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## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into this **9/1/2022**, by and between **The City of Midwest City's Municipal Authority** (hereinafter referred to as "**Owner**"), having its principal office at **100 N. Midwest Blvd, Midwest City, OK 73110** and **DEPALMA Hotel Corporation**, a Texas Corporation (hereinafter referred to as "**DEPALMA**"), having its principal office at 2250 Pool Road, Suite 202, Grapevine, TX 76051.

### RECITALS

- A. **Owner** is the authorized agent, representative, member, partner or **Owner** of a **149**-room hotel commonly known as the Marriott Franchise located in **Midwest City, OK**.
- B. **DEPALMA** is experienced and qualified in the supervision, operation, and management of hotels; and
- C. **Owner** desires to retain **DEPALMA** to act as its agent and manager in operating the Hotel, (hereinafter defined), and by so doing, obtain the benefit of **DEPALMA**'s expertise in the management and operation of **Owners** Hotel.

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, including the mutual covenants hereinafter contained, **Owner** and **DEPALMA** agree as follows:

### AGREEMENT

#### 1. Definitions:

- (a) "Budget" shall mean and refer to the estimates of revenues and expenditures referred to in Section 6 hereof.
- (b) "Capital Expenditures" shall mean and refer to the amount stipulated in Paragraph Eighteen (18) as funding necessary to make necessary and required Capital Improvements to the property through the reasonable course of business or by any requirements of a hotel brand Franchise Agreement.
- (b) "Commencement Date" shall mean and refer to the date and time as of which this Agreement shall become effective, which date and time shall be at **TBD**.
- (c) "Debt Service Coverage Ratio" shall mean the ratio of actual EBITDA divided by budgeted Debt Service
- (d) "Fiscal Year" shall mean and refer to the year ending **June 30** which is the fiscal year established by **Owner**.
- (e) "Fractional Year" shall mean and refer to the period from the Commencement Date to and including the last day of the Fiscal Year within which the Commencement Date shall occur, and if this Agreement shall terminate upon any date other than the last day of the Fiscal Year, the period from the first day of the Fiscal Year during which this Agreement terminates, to and including the date of such termination.
- (f) "Franchise Agreement" shall mean that certain franchise agreement, dated as of **conversion date to Delta** between Owner and the Franchiser.
- (g) "Franchiser" shall mean **Marriott Hotels International** or other Franchisor agreement as executed by ownership if applicable.
- (h) "Furnishings and Equipment" shall mean and refer to:
  - (i) The Operating Equipment;
  - (ii) All furniture, furnishings, and specialized hotel equipment (which term shall mean and include, without limitation, all equipment necessary for the operation of kitchens, laundries, dry cleaning facilities, bars, special lighting, and other equipment, excluding, however, permanent fixtures);
  - (iii) Office furniture and equipment;
  - (iv) Such other furnishings and equipment are required for the efficient operation of **Owner's** Hotel and its facilities.



- (i) "Gross Revenue" shall mean and refer to the total of all revenues, rents, income and receipt (less any refunds) of every kind derived directly or indirectly from the operation of the Hotel in all departments and parts thereof, including, without limitation, income (from both cash and credit transactions and before commissions) from the rental of rooms, banquet, or other facilities, or exhibit or sales space of every kind; license and concession fees and rentals; vending and game machines; health and private club membership fees; food and beverage sales; wholesale and retail sales of merchandise; service charges, and proceeds, if any, from business interruption or other loss of income insurance; provided, however, Gross Revenue shall not include: (a) gratuities to the Hotel's employees; (b) federal, state or municipal excise, sales or use taxes or similar impositions collected directly from customers, patrons or guests or include as party of the sales price of any good or service to be paid over to federal, state or municipal governments; (c) property insurance (excluding proceeds from business interruption) or condemnation proceeds; (d) proceeds from the sale, finance or other disposition of assets and any income derived from securities and other property acquired and held by the Owner from investment purposes; (e) proceeds of any financing or the funding of any reserves; (f) judgments and awards; (g) the amount of all credits, rebates or refunds to customers, patrons or guests in the ordinary course of business; (h) fees collected in respect of amenities provided by third parties in the ordinary course of business and paid over to such third parties, including, but not limited to, gross receipts of licensees, lessees, and concessionaires or commercial lease rentals; (i) the value of complimentary rooms and food and beverages, and (j) interest income.
- (j) "Hotel" shall mean and refer to the hotel accommodating guest rental units, executive and sales offices, restaurant, banquet and lounge facilities, public restrooms, commercial space (not including commercial lease rental space), recreational facilities (all of which facilities are fully equipped with furniture and fixtures) described in Paragraph A above.
- (k) "Gross Operating Profit" for any period shall mean and refer to Gross Revenue of the Hotel for such period less the following expenses for such period incurred or authorized by **DEPALMA** for the Hotel:
- (i) All wages and salaries of all employees (exclusive of salaries paid to corporate executive personnel of **DEPALMA**) employed in connection with the operation and management of the Hotel and all other payroll costs, fringe benefits, employer taxes, and similar charges related to employment, including digital record-keeping of employee termination records annually and digital record-keeping of all current employee records upon the termination of this Agreement under any and all of the provisions set forth in both Section 19 and 20 of this Agreement;
  - (ii) All departmental and administrative and general expenses relating to the Hotel, including, without limitation, advertising, promotional, and entertainment expenses, commissions, and cost of heat, light, power, water, sewer, and other utilities;
  - (iii) All costs and expenses of routine maintenance, repairs, and minor alterations to keep the Hotel in a good operating condition which, under generally accepted accounting principles, are expended currently rather than capitalized;
  - (iv) All license fees and permits relating to the Hotel or the operation thereof;
  - (v) All amounts due under service contracts relating to the Hotel or the operation thereof;
  - (vi) The cost of all Operating Supplies consumed in the operation of the Hotel;
  - (vii) A reserve for uncollectible accounts receivable in a reasonable amount determined by **DEPALMA** in accordance with industry-standard and adjusted from time to time to reflect actual experience;
  - (viii) All costs and fees of accountants, attorneys, and other third parties who perform services required or permitted hereunder which, under generally accepted accounting principles, are expended currently rather than capitalized;
  - (ix) All costs and fees of technical consultants and operational experts for technical or specialized services in connection with non-routine Hotel work or matters that, under generally accepted accounting principles, are expended currently rather than capitalized;
  - (x) The Base Management Fee, Incentive Management Fee, and any additional **DEPALMA** fees (as outlined below)
- (l) "EBITDA" shall mean Gross Operating Profit less Management Fees, Capital Leases, Insurance, FF&E Reserve, Asset Management Fees, Owners Expenses, Personal Property Taxes, Real Estate Taxes, or Business Tax Fees.

- (m) "Operating Equipment" shall mean and refer to all chinaware, glassware, linens, silverware, utensils, and other items of a like or similar nature used in connection with the operation of the Hotel.
- (n) "Operating Supplies" shall mean and refer to office supplies, cleaning supplies, uniforms, laundry and valet supplies, engineering supplies, stationery, soap, matches, toilet and facial tissues, and such other supplies as are consumed customarily on a daily basis in the operation of the Hotel, together with food and beverages that are offered for sale to guests of the Hotel and to the public.
- (o) "Operating Year" shall mean and refer to a set fiscal year of operation under this Agreement.
- (p) "Term" shall mean and refer to that period of time stipulated in Paragraph Twelve (12), as extended from time to time as therein permitted.
- (q) "Working Capital" shall mean and refer to the amount of funds stipulated in Paragraph Seventeen (17) as reasonable and necessary to efficiently and effectively operate the Hotel.

## 2. **Appointment of DEPALMA As Agent:**

**Owner** hereby appoints and employs **DEPALMA** commencing upon the Commencement Date as Manager of the Hotel with authority, subject to the limitations and conditions herein set forth, to direct, supervise and manage the operation of the Hotel.

## 3. **Management and Operation Services:**

**DEPALMA**, by its execution hereof, accepts employment under the terms and conditions herein set forth and agrees to supervise, direct and manage the Hotel in its capacity as Agent and Manager for and on behalf of **Owner** and shall perform the following services at the cost and expense of **Owner**:

- (a) Supervise, manage and operate the Hotel in the same manner as is customary and usual in the operation of comparable facilities and provide such services as are customarily provided by operators of hotels of comparable class and standing consistent with the Hotel's facilities, all in accordance with the procedures, practices, management techniques and other rules of operation used by **DEPALMA**.
- (b) Develop policies with respect to publicity for the purpose of creating the greatest public awareness of the Hotel, and prepare and contract for advertising and marketing programs for the Hotel.
- (c) Select, direct, promote, terminate where appropriate, supervise, train (including attendance at the direction and instruction of **DEPALMA** at seminars and meetings), and assign the duties of the managers, assistant managers, employees, agents, and clerks (hereinafter referred to as "Employees") at the Hotel as may be required to continue the standard and quality of management and operation at the level of comparable facilities of comparable class and standing; provided, however, Owner shall have the right to approve the hiring of the **General Manager and Director of Sales**, such approval not to be unreasonably withheld. The salaries, fringe benefits (as amended from time to time) of all the managerial and working staff, the department heads and staff, and all other employees; shall be a cost of and charged to the operations of the Hotel. The foregoing notwithstanding, all Employees shall be employees of **DEPALMA**, and their salaries, fringe benefits, and record maintenance, will be a cost of the operation of the Hotel. The determination of compensation for all persons shall be the sole duty and responsibility of **DEPALMA**, but said compensation shall be comparable to salaries paid employees of similar hotels in the region in which the Hotel is located. In the event of personnel-related expense items, including salaries, benefits, and training, which are not contemplated in the approved budget, **DEPALMA** shall review said items with **OWNER** prior to implementation. As long as this Agreement is in force and effect, **Owner** shall not unreasonably interfere with or give orders or instructions to personnel employed on the premises of the Hotel.
- (d) Submit to **Owner** the annual Budgets no later than March 15<sup>th</sup> each year hereinafter prescribed as well as recurring monthly reporting as outlined in Paragraph 5. Additionally, within 60 days from commencement, **DEPALMA** shall provide weekly reporting to **OWNER** to detail updated monthly revenue forecasting, sales booking performance, weekly sales recap reports, STAR performance, and other weekly reports as reasonably requested by **OWNER**. **DEPALMA** shall provide, with the submission of the monthly reporting package due to **OWNER** as proscribed within, a cash flow forecast for the upcoming 30 and 60-day periods (following two calendar months).
- (e) Maintain the Hotel in good repair and condition, ordinary wear and tear excepted. **DEPALMA** shall have the right, from time to time, during the term of this Agreement, to make such alterations, additions, or improvements in or to the Hotel as are customarily made in the operation of hotels of comparable class and standing, at the **Owner's** cost; provided, that **DEPALMA** receives prior written approval from Owner for such alterations, additions, and improvements and provided further that (a) (1) no structural alterations, additions or

improvements involving a fundamental change in the character of the building shall be made without **Owner's** prior written approval thereof, and (2) such alterations, additions, or improvements are included within the annual repair and maintenance or capital budget approved by **Owner**, and (b) notwithstanding subpart (a) above, **DEPALMA** may make such alterations, additions or improvements if any emergency exists requiring prompt action for the protection or safety of the Hotel or its occupants.

- (f) The installation of suitable accounting and internal auditing systems, including the establishment of required books of control and accounting. **DEPALMA** will store hotel accounting records for the current year in **DEPALMA's** corporate offices and/or servers. Records for each previous year will be returned to the Hotel for storage and safekeeping annually at **Owner's** reasonable expense. It will be the **Owner's** responsibility to provide adequate storage facilities for said accounting records as needed and **DEPALMA** will notify, record, and document the return of these records each year.
- (g) Obtain and grant such leases, vending concessions, and privileges as are reasonably necessary or desirable in connection with the operation of the Hotel, including, but not limited to a gift shop, newsstand, and other concessions of a like or similar nature.
- (h) The establishment of all prices, price schedules, rates, and rate schedules and in connection therewith, to the extent reasonably possible and in accordance with requirements of any future Franchise Agreement, the collection of amounts for services and income of any nature from the Hotel operation.
- (i) The negotiation of services and other contracts reasonably necessary or desirable in connection with the operation of the Hotel in the usual course of business, including, but not limited to, utility services, vermin exterminators, elevator and boiler maintenance, air conditioning maintenance, cable television services and laundry and dry cleaning services; provided, however, the term of any such contract: is not greater than one (1) year is cancelable by Owner with thirty (30) day's notice and contains no penalty to Owner for early termination; requires annual payments less than **\$7,500**; or is contemplated in the Budget. This includes providing Hotel with strength in purchasing power through **DEPALMA's** national alliances with preferred vendors committed to furnishing the lowest possible prices to all **DEPALMA** managed hotels based on combining said hotels under one contract unit resulting in greater cost savings for each individual hotel. **Owner** acknowledges and agrees that **DEPALMA** establishes and maintains national account relationships with vendors and suppliers which benefit the operation of the **Hotel**. **Owner** also acknowledges that such vendors and suppliers may pay service or referral fees and may provide incentives to **DEPALMA**. Provided only that such supplies and equipment are competitive in price with locally purchased comparable supplies and equipment, any such fees and incentives paid to **DEPALMA** shall accrue to the benefit of **Owner**. **DEPALMA** agrees to keep Owner reasonably informed and advised of all material financial and other matters concerning the Hotel and the operation thereof and give reasonable consideration to Owner's suggestions.
- (j) The purchasing of such Operating Equipment and Operating Supplies as **DEPALMA** may deem reasonably necessary to adequately and properly supply, maintain and operate the Hotel, consistent with the Capital Budget.
- (k) Assist the **Owner** in promoting the Hotel by incorporation of the Hotel into a required or desirable reservations system, if available and applicable.
- (l) After consultation with **Owner's** attorney, institute, in the name and at the expense of the Hotel, any necessary legal actions or proceedings to collect rents, charges, and other revenue due from the Hotel or to oust or dispossess any guests, or other persons in possession, or to cancel or terminate any lease for the breach or default thereof by any guest.
- (m) With the **Owner's** prior approval, retain for and on behalf of the **Owner**, the services of any experts or specialists to perform duties of a special nature directly related to the operation of the Hotel, including, but not limited to, attorneys, accountants, auditors, energy conservation consultants, labor relations consultants, safety consultants, tax consultants and the like. The cost, fees, and expenses in compensation of such individuals shall be charged as an operating expense of the Hotel.
- (n) Generally perform all of the acts reasonably necessary in connection with the operation of the Hotel in an efficient and proper manner and in accordance with standards and policies established or to be established by **DEPALMA** for the operation of comparable facilities and in accordance with the Franchise Agreement.

#### 4. **Confidentiality and Inspection of Accounts and Records:**

All books, accounts, and records maintained for the operation of the Hotel shall be available during normal business hours for inspection and audit by **Owner** or any duly accredited and authorized representative of **Owner** at **DEPALMA's** executive offices upon reasonable written notice. In all cases, proper identification and the Owner's written authorization must be provided to **DEPALMA** before the inspection will be granted. Considering the nature of the relationship between

the Owner and **DEPALMA**, the parties agree that they and their agents will keep confidential the books, accounts, and records, as well as any and all reports, budgets, financial statements and marketing material prepared by **DEPALMA** pursuant to Paragraphs 4, 5 and 6 hereof (collectively the "Confidential Information"). They shall not disclose, discuss or issue any public release or issue in any manner information concerning such Confidential Information; provided, however, that they may hereafter disclose the Confidential Information to their investors, bankers, accountants and tax advisor(s) to the extent necessary to seek funding, comply with loan requirements, sell the property or prepare tax returns. In the event the parties choose to disclose Confidential Information to their investors, bankers, accountants, and tax advisors said individual and entities shall be bound by the provisions of this Paragraph 4 as if they are parties hereto, and their breach of the provisions of this Paragraph 4 shall constitute a breach of this Agreement if the disclosure of such information has been compelled through the issuance of compulsory legal process.

5. **Financial Statement:**

**DEPALMA** shall comply with the following:

- (a) After the close of each Fiscal Year, **Owner** may cause an audit or review to be made of the books and accounts of the Hotel by an independent certified public accountant, which audit or review shall be an expense of operating the Hotel. A copy of the audit report shall be furnished by **DEPALMA**.
- (b) **DEPALMA** shall submit to the **Owner**, on or before the **15th** day following the end of each month, except at the end of the Hotel's Operating Year when it may be delayed an additional 30 days, the financial statements covering operations of the Hotel for the preceding month, which statements shall consist of:
  - (i) A Balance Sheet;
  - (ii) Consolidated Profit and Loss Statement;
  - (iii) A detailed departmental monthly Profit and Loss Statement and year-to-date Profit and Loss Statement; with a corresponding monthly variance report for departmental variances to Budget exceeding 10% of Budgeted expense assumption (to not include individual expense account variances of less than \$1,000). In the event that the year-to-date Profit and Loss Statement Gross Operating Profit shows a negative variance of more than 20% to Budget, a reforecast of annual financial results shall be submitted to **Owner**. However, all performance measurements for purposes of incentives, fees, etc shall be based upon the original Budget.
- (c) With the delivery of the financial statements mentioned in subparagraph (b) above, and without intending in any manner to restrict the **Owner** in the use of the funds on deposit in the Operating Account (as hereinafter defined) described in Paragraph 8, **DEPALMA** shall remit to the **Owner** from such Operating Account the amount of the positive cash flow over and above the required Working Capital Reserve as established in Paragraph 17. If, for any given monthly period, operating revenue should result in a negative cash position, the **Owner** will remit to **DEPALMA**, upon a reasonable request and with a minimum of ten (20) business days' notice, a sum equal to the negative cash flow based on a 60 day cash flow analysis.

6. **Budgets:**

**DEPALMA** agrees to submit within forty-five (45) days after the commencement date of this Agreement, and at least seventy-five (75) days before the end of each Fiscal Year thereafter, an estimated Profit and Loss Statement ("Operating Budget") for the ensuing Operating Year through the term of this Agreement, including a schedule of the Hotel room rentals, restaurant, and lounge revenue and miscellaneous income and, in addition, a schedule of expected special repairs and maintenance budget and, if requested by **OWNER**, a capital replacement budget ("Capital Budget"). The Operating Budget and the Capital Budget are sometimes hereinafter collectively referred to as the "Budget(s)". Operating Budget information shall be presented on a monthly basis and shall include all income from and expenses and operating costs relating to the operation of the Hotel. Such Budgets shall, in general, form the basis on which expenditures for the Hotel shall be made, it being understood and agreed that the operating Budget will be reviewed by **Owner** at least quarterly and shall be compared with actual performance during such period. In this connection, it is expressly understood and agreed that the Operating Budget shall be prepared and submitted for the purpose of monitoring **Owner's** Investment in the Hotel. Each Budget shall be prepared on the then current information available to **DEPALMA** and shall constitute **DEPALMA's** best efforts to accurately project levels of revenue and expenditures and are not intended to be a guarantee of either the levels for revenue or expenses.

**Owner** shall have a period of Forty-Five (45) business days after receipt of a Budget to review it and notify **DEPALMA**, in writing, of any objections thereto which **Owner** may have. **DEPALMA** shall not incur charges for Capital Improvements without **Owner's** approval. In the event **Owner** timely objects to the Budget, then **Owner** and **DEPALMA** shall proceed in good faith to resolve **Owner's** objections, during which period of time, and until **Owner** approves the Budget, the Hotel shall be operated based upon the previous Fiscal Year Budget, or, in the absence of a previous Fiscal Year Budget, then the actual results of operations for the previous Fiscal Year. Notwithstanding the foregoing, in the further event **Owner**

and **DEPALMA** fail to agree upon the Budget within Seventy-Five (75) days after **Owner's** receipt of same, then **DEPALMA** shall have the right to terminate this Agreement, in which event the termination remedies set forth in Paragraph 20 hereof shall be in force.

7. **Disposition of Funds from Hotel Operations:**

Funds originating from the operation of the Hotel or from the **Owner** and collected or received by **DEPALMA** shall be handled and disposed of as follows:

- (a) All funds received in the operation of the hotel, including any Working Capital furnished by the **Owner**, shall be funds of the **Owner**, and shall be deposited by **DEPALMA** in one or more bank accounts (whether one or more, the "Operating Account") established with a reputable banking or other financial institution in the name of **DEPALMA**, as Agent and Manager of the Hotel. **DEPALMA** shall be the only party authorized to withdraw funds from said Operating Account.
- (b) Out of such Operating Account, **DEPALMA** shall be free to pay all expenses incurred in connection with the **Ownership**, maintenance, and operation of the Hotel, to include, but not be limited to, the following:
  - (i) All taxes, assessments, and charges of every kind imposed by any governmental authority having jurisdiction, including interest and penalties thereon, unless (i) payment thereof is in good faith being contested by **Owner**, at its sole expense and without cost to **DEPALMA** (ii) enforcement thereof is stayed, and (iii) **Owner** shall have given **DEPALMA** written notice of such contest and stay and authorized the nonpayment thereof not less than ten (10) days prior to the date on which such tax, assessment or charge is due and payable;
  - (ii) The cost of all purchases of Operating Supplies;
  - (iii) The salaries, fringe benefits, and expenses of **Owners** Employees (to include recruiting costs and relocation costs, if any), including, without limitation, the Hotel executive staff and the **DEPALMA** General Manager, and temporary and part-time employees. In the event of personnel-related expense items, including salaries, benefits, and training, which are not contemplated in the approved budget, **DEPALMA** shall review said items with **OWNER** prior to implementation;
  - (iv) The costs of the Hotel's fair share of any group advertising, promotion, reservation, billing, or audit system services for hotels, motels, motor hotels, and resorts, operated by **DEPALMA**, its subsidiaries or affiliates, or by a franchiser, and which are deemed desirable by **DEPALMA** or are required by **Owner** and a future hotel brand affiliated;
  - (v) Out-of-pocket expenses incurred for the account of or in connection with the Hotel, including reasonable travel expenses of executives and employees of **DEPALMA** and its subsidiaries and affiliates to the extent herein provided in Paragraph 8(a&b);
  - (vi) All costs and expenses of any separate advertising, business promotion, or personnel training program of the Hotel alone, separate and distinct from any other hotels, motels, and resorts operated by **DEPALMA** or its subsidiaries and affiliates;
  - (vii) All expenditures which are of any ordinary nature, or which have been covered in the annual Budget for the then current year, for repairs and maintenance, Operating Equipment, Furnishings and Equipment (other than Operating Equipment), and for capital improvements;
  - (viii) Premiums for insurance maintained pursuant to this Agreement;
  - (ix) Legal fees related to the operation of the Hotel provided; however, that **OWNER** must approval the estimated legal fees in advance;
  - (x) The Base Management Fee, Incentive Management Fee, Other Fees, and all reimbursements or other payments due to **DEPALMA** under the provisions of this Agreement;
  - (xi) Cost and expense of utilities, services, and concessions at the Hotel and any and all other expenditures provided for in this Agreement;
  - (xii) The expenses of the Hotels membership in any trade association, which **DEPALMA** deems advisable; provided that **Owner** has previously approved such membership or is contemplated in the approved Budget;
  - (xiii) Any other charge, item or expense, or other item, which **Owner** in writing directs to be paid;

- (xiv) The cost for the accounting functions and other functions of a like or similar nature deemed advisable for the operation of the Hotel, including, but not limited to, payrolls, accounts payable, accounts receivable, digital record-keeping of employee records annually, and upon the termination of this Agreement, credit card collections, monthly profit and loss statements, filing of necessary governmental reports (excluding income tax) and computerized management information service; and
- (xv) Any other expenditure authorized by this Agreement and specifically approved by the Owner whether contemplated in the approved Budget or not.

In no event shall **DEPALMA** be obligated to advance its funds for any of the foregoing expenses and **DEPALMA** shall have no obligation to pay any such expenses unless sufficient funds are in the Operating Account to do so. **Owner** acknowledges that any ad valorem taxes, special assessments, or similar charges against the Hotel and payments of principal and/or interest under debt secured by liens encumbering the Hotel shall not be paid out of the Operating Account, but shall be the sole responsibility of **Owner** and shall be paid by **Owner** out of the funds remitted by **DEPALMA** to **Owner** pursuant to Paragraph 5© above or other funds of **Owner**.

8. **Reimbursement of Expenses:**

- (a) Everything done by **DEPALMA** in the performance of this agreement and all expenses incurred by it under this Agreement shall be for, and on behalf of, and at the expense of **Owner** and for **Owner's** Hotel. **DEPALMA** may reimburse itself from the Operating Account for any reasonable such expenses it incurs and pays on behalf of **Owner** for the Hotel in accordance of the approved operating budget.
- (b) It is understood, however, that no salaries of employees of **DEPALMA** shall be paid from the operating account unless such employees are engaged in the ongoing operation of the Hotel, provided, however, in the event any such employee is simultaneously employed by any other hotel, motel, or resort operated by **DEPALMA** or its subsidiaries and affiliates, the salary charged to the Operating Account shall be equitably prorated between the Hotel and any other applicable property. These charges shall be pre-approved by **OWNER** Reasonable travel expenses of **DEPALMA** home office personnel necessarily incurred in connection with the direct operation or benefit of the Hotel shall be charged to the Operating Account.

9. **Insurance:**

- (a) **DEPALMA** shall cause to be placed and kept in force all forms of insurance required by law or needed, to adequately protect **Owner** and **DEPALMA** with insurance in the amounts, coverage limits and types acceptable to **Owner**, including (but not limited to) worker's compensation insurance, employer practices, public liability insurance, boiler insurance, fire and extended coverage insurance, business interruption insurance, and burglary and theft, all at **Owner's** expense. In addition, any lender of **Owner**, which has a lien on the Hotel, shall be named as an additional insured on any such policies to the extent required by the applicable loan documents relating to the Hotel financing. **DEPALMA** shall be the named insured on all on all policies, and the **Owner** shall be an additional insured. **DEPALMA** at **Owner's** cost and expense shall maintain insurance that covers the perils of burglary, larceny, robbery, theft, and other violent seizures of property and the loss of property due to fraud or dishonesty of employees of **DEPALMA** covering all persons who have access to **Owner's** funds and indemnifying **Owner** against loss resulting from fraud, theft, and dishonest and other wrongful acts of such persons. All insurance coverage shall be placed with such companies, in such amounts, with such deductibles, and with such beneficial interest appearing therein as shall be in conformity with the requirements of any mortgage on the Hotel, but in no event shall the general liability coverage be less than Twenty-Five Million Dollars (\$25,000,000). **DEPALMA** shall have the right to provide certain, or all, of such insurance coverage through so-called blanket policies. **DEPALMA** shall investigate and report to the insurance company all damage to the Hotel and shall prepare any and all reports required by any insurance company in connection therewith. All such reports shall be timely filed with the insurance company as required under the terms of the insurance policy involved. **DEPALMA** shall be authorized to settle any and all claims against insurance companies arising out of policies, including the execution of proof of loss, the adjustment of losses, signing of receipts, and the collection of money; provided, however, **DEPALMA** shall not settle any single claim or cumulative claims arising out of the same occurrence, in excess of Five Thousand Dollars (\$5,000) without receiving the prior written approval of **Owner**. In lieu of placement of insurance by **DEPALMA**, **OWNER** may, at its discretion, place and keep in force its own insurance for the aforementioned coverages provided that said coverages are maintained at the minimum liability coverage noted above and that **DEPALMA** shall be named as an additional insured party on all policies.
- (b) **DEPALMA** shall maintain throughout the term of this Agreement such surety bonds as the **Owner** shall reasonably require from time to time for the full protection of the interest of the **Owner** and **DEPALMA**. Any such bond or bonds may also protect the interest of the holder of any mortgage and shall be in such amounts



and obtained from such surety companies as the **Owner** shall direct, the parties hereto understanding that the premiums of such insurance coverage shall be an expense of the **Owner**.

10. **Cooperation by Owner:**

- (a) It is the intent of the parties that the Hotel be operated as other hotels of comparable class and standing consistent with the Hotel's facilities and **Owner** hereby agrees to cooperate fully with **DEPALMA** to that end, and to do all acts necessary for the performance of this Agreement, including, within 180 days of commencement of this agreement, but not limited to, keeping the facility equipped in accordance with a schedule of quantities and quality and replacing Furnishings and Equipment with those of a quality appropriate to maintain the highest reputation of the Hotel.
- (b) Subject to the terms hereof, **Owner** hereby warrants to **DEPALMA** that **DEPALMA** shall be entitled to uninterrupted control and operation of the Hotel and that it will not unreasonably interfere or involve itself with the day-to-day operations of the Hotel. **Owner**, however, may directly address itself to any **DEPALMA** home office executives, general manager and Director of Sales on matters connected with the Hotel or its operations as long as communications with the general manager are also conveyed to **DEPALMA** corporate staff, and **DEPALMA** will use its best efforts to be responsive to any matters so expressed by the **Owner**.
- (c) **Owner** shall advance, within ten (10) business days demand by **DEPALMA**, any and all funds as are reasonably requested to satisfy periods of negative cash flow, if any, experienced by the Hotel. **DEPALMA** shall not be responsible for any act or failure to act, which is occasioned by the failure of **Owner** to provide funds or to assure the provision of such funds to **DEPALMA** to cover the cost and expense of any item, which is required to be paid for by **Owner** under this Agreement. Any required Working Capital Reserve (paragraph 17) shall be considered a Reserve and shall not be considered in the calculation of working capital requested to satisfy the period of negative cash flow.
- (d) **Owner** shall procure with the assistance of **DEPALMA**, at **Owner's** expense, all licenses and permits enabling **DEPALMA** to operate **Owner's** Hotel in a manner consistent with other hotels of comparable class and standing, including, but not limited to, such licenses and permits as are required for the rental of rooms, the installation of appropriate or desired identification and directional signage, the sale of alcoholic beverages to be consumed on or off the Hotel as is appropriate, and other usual and customary business permits.
- (e) **Owner** and **DEPALMA**, at **Owner's** expense, shall comply with all statutes, ordinances, laws, rules, regulations, and orders of any federal, state, or municipal government, commission, and board having jurisdiction over the Hotel or the manner of its operations; and further agree, at **Owner's** expense, to pay, keep, observe and perform all payments, terms, covenants, conditions, and obligations under any notes, mortgages, deeds of trust, liens and security agreement affecting the Hotel with the exception of items disputed by Owner which will require a written statement by Owner to **DEPALMA** within 30 days from receipt of any above-noted obligations regarding the nature of the objection and a release and indemnification of **DEPALMA** by **Owner**.

11. **Franchise Affiliation:**

If, during the term of this agreement and as applicable, the Hotel is affiliated with a Hotel Brand or Hotel Franchiser and has entered into a Hotel Franchise Agreement, **Owner** agrees to perform all of **Owner's** obligations under the terms of the Franchise Agreement, and **DEPALMA** agrees to operate the Hotel in accordance with the Franchise Agreement. To the extent any general or specific provision or condition of the Agreement is inconsistent with or conflicts with any provision or condition of the Franchise Agreement, the Franchise Agreement shall control. **Owner** further agrees to furnish **DEPALMA** a copy of the Franchise Agreement.

12. **Term of Agreement:**

The Initial Term (herein so-called) of this Agreement shall be for **1 year**, commencing 7:00 AM on 9/1/2022 and ending 8/31/2023 and shall be renewed as follows:

- (a) This Agreement may be renewed ("Renewal Terms") by written agreement of the parties each year for up to five (5) additional, one-year successive term unless terminated upon ninety **90 days** written notice by either party prior to the expiration of the Initial Term.
- (b) Upon termination of this Agreement, all sums due **DEPALMA** from **Owner**, for any work completed shall become immediately due and payable.
- (c) Upon sale of the **Hotel** by **Owner**, the purchaser of the **Hotel** elects to retain **DEPALMA** as Manager, paragraph (b) above, subject to any other provision to the contrary contained in this Agreement, will be waived contingent upon acceptance of outstanding monies due **DEPALMA** by new owner.

- (d) Upon termination of this agreement for any reason, all sums due **Owner** from **DEPALMA**, save and except for a sum equal to **DEPALMA's** estimate of expenses for the last month's operation to include, but not limited to, salaries, taxes, maintenance, liquidated damages, service contracts and adjustment for credit cards, shall be immediately paid to **Owner**. Within Forty-Five (45) days following the termination of this Agreement, **DEPALMA** shall remit to **Owner**, any funds remaining after payment of the aforementioned expenses.
- (e) **DEPALMA's** obligations under this Agreement shall cease upon the termination date except for the obligation to provide a monthly financial statement as prescribed herein for the last month (or part thereof) of operation; any further accounting or collection efforts will be undertaken only at **Owner's** request on terms mutually agreeable to **DEPALMA** and **Owner**.

13. **Management Fee/Accounting Fee/Incentive Fee:**

- (a) As its basic compensation for its services hereunder with respect to the Hotel, each month **DEPALMA** shall receive a Base Management Fee (the "Base Management Fee") equal to the following; **2.5% of Total Gross Revenues (based on the assumption the hotel and conference center is open and operating. If not, open and operating, DEPALMA would receive a base fee of \$6,000 per month.** All monthly fees shall be payable by **DEPALMA** to itself out of the Operating Account on the twentieth day of the month after the accounting period month and prior to any distributions from such Operating Account to **Owner**.
- (b) In addition to the Base Management Fee payable regarding the Hotel, beginning in the first full calendar year of this agreement and annually thereafter to include all renewal terms, **DEPALMA** shall receive an incentive fee of **up to 0.5% to be negotiated and based on NOI.** For any Fractional Year, **DEPALMA** shall receive a pro-rata Annual Incentive Management Fee based upon the term of **DEPALMA** management during such Fractional Year. Except as otherwise provided herein, the Annual Incentive Management Fee for any Fiscal Year or Fractional Year shall be payable from the succeeding periods available monthly positive cash flow generated from the operation of the Hotel following the payment of all expenses.
- (c) **DEPALMA'S** right to receive the Annual Incentive Management Fees shall be cumulative, and, therefore, any Annual Incentive Management Fees accrued but unpaid in any year or period shall be paid in any subsequent year or period during the term hereof, or at the expiration or sooner termination of this Agreement.
- (d) In the event the Hotel is sold or otherwise transferred by **Owner**, then in such event, the Annual Incentive Management Fee previously earned by **DEPALMA** up to the date of any such sale or transfer, including any Annual Incentive Management Fee previously earned but remaining unpaid, shall be calculated and paid at the time of such sale or transfer.
- (e) Notwithstanding anything herein to the contrary, **DEPALMA** may, following the end of the each fiscal quarter of and based upon mutual agreement on timing with **Owner** but no later than 30 days following the end of the previous quarter, withdraw from the Operating Account and distribute to itself the Annual Incentive Management Fee payable under this Section 13, subject to an annual adjustment and reconciliation.
- (f) A centralized Accounting Fee of **\$2,000** per month.
- (g) A corporate Revenue Management oversight fee of **\$1,250** per month. If **OWNER** chooses, or is required by the hotel Brand, to switch Revenue Management services to a Franchiser/Hotel Brand Revenue Management platform, **DEPALMA** will waive this fee effective the first of the month subsequent to Franchiser/Brand Revenue Management implementation. Transition to a Franchiser/Hotel Brand Revenue Management platform will not be a cause for Early Termination of the agreement by **DEPALMA**

14. **Agency:**

In taking any action pursuant to this Agreement, **DEPALMA** will be acting as agent for the **Owner**, and all debts and liabilities to third persons incurred by **DEPALMA** in the course of its operation hereafter shall be the debts and liabilities of the **Owner** only, and **DEPALMA** shall not be liable for any such debts or liabilities. Nothing in this Agreement shall be construed as (a) creating a partnership or any other relationship between the parties hereto except that of agent, or (b) requiring **DEPALMA** to bear any portion of losses arising out of or connected with the **Ownership** or operation of the Hotel.

15. **Indemnification by Owner:**

- (a) **DEPALMA**, its officers, directors, shareholders, agents and employees (" **DEPALMA** Indemnified Parties") shall not be liable to **Owner** or to any other person for any claim, action or cause of action for damage or injury to person or property which is alleged as a result of a claim resulting from (i) **OWNER'S** performance under this Agreement, (ii) **Owner's** default under this Agreement, and (iii) the ownership or operation of the Hotel by **Owner** or any previous management entity ("**DEPALMA** Indemnified Claims"), other than claims for fraud, gross negligence or willful action by **DEPALMA** Indemnified Parties ("**DEPALMA** Non-Indemnified Claims").

- (b) The City of Midwest City is a political subdivision of the State of Oklahoma. Any claim filed against the City of Midwest City must be filed in accordance with the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 *et seq.*
- (c) It is expressly understood and agreed that the foregoing provisions of this paragraph shall survive the termination of this Agreement.

16. **Indemnification by DEPALMA:**

- (a) **Owner**, its members, agents, and employees (the "Owner Indemnified Parties") shall not be liable to **DEPALMA** or to any other person for any claim, action, or cause of action for damage or injury to person or property which is alleged as a result of a claim resulting from (i) **DEPALMA'S** performance under this Agreement, (ii) **DEPALMA'S** default under this Agreement, and (iii) **DEPALMA'S** operation of the Hotel ("Owner Indemnified Claims"), other than claims from fraud, gross negligence or willful action by **Owner** Indemnified parties ("Owner Non-Indemnified Claims").
- (b) **DEPALMA** agrees to indemnify, defend, and save harmless the Owner Indemnified Parties from and against the **Owner** Indemnified Claims, including reasonable attorney's fees and costs of court. **DEPALMA** shall not be required to indemnify, defend or save harmless the **Owner** Indemnified Parties from and against **Owner** Non-Indemnified Claims.
- (c) In connection of the defense by **DEPALMA** of the Owner Indemnified Claims on behalf of the **Owner** Indemnified Parties, **Owner** shall have the right to select legal counsel of its choice, the reasonable fees and expenses of which shall be borne by **DEPALMA**
- (d) It is expressly understood and agreed that the foregoing provisions of this paragraph shall survive the termination of this Agreement.

17. **Working Capital Reserve:**

Within **15** days of Commencement, **Owner** shall also make available to **DEPALMA**, for a working capital reserve the sum of **\$150,000**, which shall be a Working Capital Reserve. This Working Capital Reserve shall not be utilized for recurring monthly expenses nor shall it be included in a calculation for working capital funding requests by **DEPALMA** to satisfy periods of negative cash flow.

18. **Capital Expenditures:**

**Owner** shall provide necessary Capital Expenditure funding to achieve timely franchiser requirements, if necessary and applicable, based upon any executed franchise agreement property improvement plan. If requested by **OWNER**, **DEPALMA** will provide, within sixty (60) days of commencement of this agreement, an initial Capital Expenditure schedule based upon **DEPALMA's** estimate of Physical plant requirements. **DEPALMA** will not undertake any Capital Improvement on behalf of the Hotel that was not set forth in the Capital Expenditure schedule and subsequently approved by Owner with the exception of items considered a threat to Life Safety or Security (as noted in paragraph 3(e)).

19. **Employment of General Manager:**

Owner covenants represents, and warrants to **DEPALMA** that if the General Manager of the Hotel voluntarily or Involuntarily leaves the employ of **DEPALMA** for any reason, or, in the event this Agreement is terminated for any reason, then Owner shall not, for a period of one (1) year following the date from which the General Manager is no longer employed by **DEPALMA** or the date of termination of this Agreement, whichever is applicable, hire or cause such General Manager to be hired by any other party affiliated with Owner directly or indirectly, in any capacity in which such General Manager would engage or participate, directly or indirectly, in any business in competition with **DEPALMA** or the Owner of any hotel or resort managed by **DEPALMA** if **DEPALMA** has a property in the same metropolitan area only if **DEPALMA** upon termination makes an offer to the acting General Manager to relocate.

20. **Early Termination of Agreement:**

This Agreement shall be terminated and, except as to liabilities or claims, including Indemnified Claims, which shall have accrued or arisen prior to such termination, all obligations hereunder shall cease upon the happening of any of the following events:

- (a) If the other party shall apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part to its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or file an answer

admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party or of all or a substantial part of its assets, and such order, judgment or decree shall continue stayed and in effect for any period of ninety (90) consecutive days.

- (b) If a party to this Agreement materially breaches, defaults in or fails to comply with any covenant or other provision contained in this Agreement and the defaulting party fails to either remedy or correct such breach default, or non-compliance within thirty (30) days if not involving a monetary default and within ten (10) days if involving a monetary default after receipt by the defaulting party of written notice of such breach, default or non-compliance from the non-defaulting party, or in the event, such breach, default or non-compliance is not capable of remedy or cure within thirty (30) days, fails to commence such cure or remedy within ten (10) days after receipt of such notice and fails to thereafter diligently and continuously pursue such cure or remedy.
- (c) The taking or destruction of the entire or a substantial portion of the Hotel or its services, through lawful condemnation proceedings by any governmental authority or by fire or other casualty. For the purposes hereof, the term "substantial" shall mean such portion of the Hotel, as in **DEPALMA'S** sole opinion, renders the management and operation of the Hotel non-profitable to **DEPALMA**.

21. **Special Termination Rights:**

- (a) OWNER may terminate this agreement, beginning **the commencement date**, with **90** day's notice and without penalty at the end of each monthly period.
- (b) In the event of early termination of agreement by **Owner**, notwithstanding the early termination remedies in section 20 above, **DEPALMA** shall be due, as Liquidated Damages for the early termination of Agreement by **Owner**, **the lesser of** a sum equal to **\$50,000** plus earned Incentive Fees or the average of the last 12 months management plus incentive fees. **DEPALMA** may retain the Liquidated Damages prior to distribution of final transfer of working capital to **Owner** as stipulated in section 12 (e).

22. **DEPALMA'S Right To Terminate:**

Notwithstanding any provision to the contrary contained herein, including Section 20 above, **DEPALMA** may terminate this Agreement (a) upon the failure of Owner to reimburse **DEPALMA** as stipulated in this Agreement or furnish the funds required for **DEPALMA** to properly manage the Hotel as contemplated herein, including, without limiting the generality of the foregoing, any funds as are reasonably requested to satisfy periods of periods of negative cash flow experienced by the Hotel, said termination to become effective ten (10) business days after **DEPALMA** serves Owner with notice of such failure unless cured by Owner within such period; or (b) if the licenses for the sale of alcoholic beverages in the Hotel are at any time, without fault by **DEPALMA**, suspended, terminated or revoked and such suspension, termination or revocation shall continue stayed and in effect for a period of sixty (60) consecutive days; or (c) if the Franchise is canceled without fault by **DEPALMA**. In the event of termination by **DEPALMA** for any of the aforementioned reasons,

23. **Dispute Resolution:**

All disputes and controversies arising out of or in any manner relating to the performance of this Agreement which cannot be settled by an agreement between **DEPALMA** and **Owner** within thirty (30) days after such dispute arises may be resolved through mediation by agreement of the parties. The mediator shall be selected by mutual agreement of the parties. If mediation is not selected or is not successful, any action filed due to a dispute concerning this Agreements shall be filed in either the Oklahoma County District Court for Oklahoma County or in the Federal District Court for the Western District of Oklahoma.

24. **Notice:**

Any notice, statement, or demand required or permitted by this Agreement to be given by **DEPALMA** to **Owner** shall be in writing and shall be sent, if to:

**Owner At:**  
**Tim Lyon, General Manager**  
**Municipal Authority**  
**100 N. Midwest Blvd.**  
**Midwest City, OK 73110**

**DEPALMA At:**  
**Brian DePalma.**  
**DePalma Hotel Corporation**  
**2250 Pool Road, Suite 202**  
**Grapevine, TX 76051**

With a copy to:

Either party may notify the other of a change of address. Any notice given hereunder shall be deemed given at the following times if sent in accordance with the following: (i) if Registered, postage prepaid, then five (5) business days after being deposited in the United States mail; (ii) if Overnight, prepaid, then one (1) business day after deposit with the overnight courier service by 4:00 P.M; and (iii) if Fax, then three (3) hours after transmission if a business day and 9:00 a.m., Dallas time the next ensuing business day if sent on a non-business day.

24. **Assignability of the Agreement:**

**DEPALMA** shall not assign or transfer, or permit the assignment or transfer, of this Agreement without the prior written consent of Owner, which consent may not be unreasonably withheld, conditioned, or delayed, and any failure of Owner to respond to any such notice of Intent to assign within thirty (30) days of receipt thereof shall constitute an acceptance by Owner. It is expressly understood and acknowledged that the transfer of all of **DEPALMA's** rights or obligations under this agreement to any subsidiary shall not be considered an assignment or transfer under this provision.

**Owner** shall not assign or transfer, or permit the assignment or transfer, of this Agreement without consent of **DEPALMA**, which consent may not be unreasonably withheld, conditioned, or delayed, and any failure of **DEPALMA** to respond to any such notice of intent to assign within thirty (30) days of receipt thereof shall constitute an acceptance by **DEPALMA**. It is expressly understood and acknowledged that Owner shall have the right to assign this Agreement to any purchaser, lessee, or other transferee of substantially all of the assets comprising the Hotel, provided that such purchaser, lessee or transferee expressly assumes in writing, all of the obligations of **Owner** hereunder.

25. **Enforceability:**

If any provisions of this Agreement or the application of any provision to any person or circumstance is held invalid or unenforceable, the remainder thereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

26. **Waiver of Provisions:**

None of the conditions or provisions of this Agreement shall be held to have been waived by any act of **DEPALMA**, its agents, or employees, but only by an instrument in writing, signed by a duly authorized officer of **DEPALMA**. Any waiver of a condition or provision of this Agreement shall not be deemed or construed, to be a waiver of such condition or provision as to a subsequent act or omission involving the same or a different condition or provision.

27. **Entire Agreement:**

This Agreement shall constitute the entire agreement between the parties relative to the subject matter hereof and shall supersede any prior contemporaneous written or oral statements to the contrary. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement cannot be changed or terminated orally, but only by a witness signed by the party against whom such change or termination is asserted.

28. **Burdens and Benefits:**

This Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors, and assigns of **DEPALMA**, **Owner**, and any future **Owner** or lessee of the Hotel.

29. **Law to Govern:**

This Agreement shall be interpreted under and governed by the laws of the State of **Oklahoma**. The obligations of **DEPALMA** and **Owner** are and shall be performable in **Oklahoma** County, **Oklahoma**, notwithstanding any applicable venue or jurisdiction law to the contrary.

30. **Taxes:**

(a) It is understood by the parties hereto that no state, county, city, or federal taxes of any kind whatsoever (except for federal and state income taxes, if any) are applicable to the execution of this Agreement, nor to any of the services contemplated to be performed by **DEPALMA** under this Agreement. In the event such taxes of any kind whatsoever (except for state, or federal income taxes, if any), whether now in existence or legislated subsequent to the effective date of this Agreement, are proposed or actually assessed (including penalties and interest thereon) against **DEPALMA** on any of the services performed by **DEPALMA** as contemplated under

this Agreement, it is understood and agreed that any and all said taxes, penalties and interest will be borne by **Owner**, and not **DEPALMA**.

- (b) **DEPALMA** agrees to notify **Owner** of any such proposed taxes, penalties, and interest in writing within thirty (30) days of receipt of such notice. **DEPALMA** shall have the option of defending at **Owner's** expense any such proposed or actual assessment or permit **Owner** to defend same, in which event **Owner** agrees to keep **DEPALMA** informed of the status and progress of any such legal defense.

31. **No Rule of Construction:**

**DEPALMA** and **Owner** each are sophisticated business entities (or persons) and each has had the opportunity to have legal counsel of its choice review the Agreement and render advice regarding the same. Accordingly, no rule of contract construction shall be applicable to this Agreement insofar as whether **DEPALMA** or **Owner** caused to be prepared, and had control over the preparation of, this Agreement. Any reference in this Agreement to a Section or a Paragraph shall be deemed to be a reference to a Section or a Paragraph in this Agreement unless the context expressly requires otherwise. Words of common usage used herein, and not otherwise defined, shall be given their common meaning.

Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement shall be construed or enforced against **Owner** if doing so would cause **Owner** to violate or be in default of any Hotel Franchise Agreement, a copy of which has been provided to **DEPALMA**.

32. **Force Majeure:**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, pandemic, public health emergency, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on an ongoing basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on an ongoing basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

33. **Independent Contractor Status:**

Subject to the terms and conditions of this Agreement, the City retains the Contractor as an independent contractor. Contractor is solely responsible for the actions, non-action, omissions, and performance of Contractor's employees, agents, contractors, and subcontractors and to ensure the timely provision of each task and/or Project.

Contractor will be solely responsible to ensure the Contractor's Project Team fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and City's goals and purposes. Contractor will be solely responsible to ensure the Contractor's Team, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that Contractor timely provides each Project task and satisfies the Contractor's obligations under this Agreement.

Contractor shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this Agreement. Contractor shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the City.

The City shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Contractor as Contractor is an independent contractor and the members of its Contractor's Team, assigned to work on the Project for the City are not employees of the City. Any such taxes, if due, are the responsibilities of Contractor and will not be charged to the City. Contractor acknowledges that as an independent contractor it and Contractor's Project Team, assigned to work on the Project for the City are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or its employees.



34. **Amendment:**

This Agreement may be amended, by mutual agreement of the parties, in writing and signed by both parties.

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

**Municipal Authority**

**DEPALMA Hotel Corporation  
A Texas Corporation**

**Tim Lyon, General Manager**

**Brian DePalma, CEO**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



NEW BUSINESS/  
PUBLIC DISCUSSION





**MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

June 28, 2022 – 6:02 PM

Presiding members: Chairman Matthew Dukes

Trustee Susan Eads

Trustee Pat Byrne

Trustee Megan Bain

Trustee Sean Reed

Trustee Sara Bana

Trustee Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion and consideration for adoption, including any possible amendments, of the June 14, 2022 meeting minutes. (City Clerk - S. Hancock)

2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2021-2022, increase: Sooner Rose TIF Fund, expenditures/Hospital Authority (90) \$12,824. (Finance - T. Cromar)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment of, the consultant 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, 2022 through June 30, 2023. (City Manager - T. Lyon)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. ADJOURNMENT.



CONSENT AGENDA



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

## Midwest City Memorial Hospital Authority Minutes

June 14, 2022

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 6:43 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	City Clerk Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	City Attorney Don Maisch

### DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendments, of the May 24, 2022 meeting minutes.** Eads made a motion to approve the minutes, seconded by Bana. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.
- 2. Public hearing with discussion and consideration of adopting a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2022- 2023 in the amount of \$32,113,572: \$5,108,668 for the Discretionary, \$23,579,331 for the Compounded Principal, \$1,245,000 for the In Lieu of-ROR-Miscellaneous, \$557,333 for the Grants divisions, and \$1,623,240 for the Sooner Rose Tax Increment Financing.** Byrne spoke and made a motion to adopt the Resolution HA2022-01, seconded by Eads. Voting Aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion carried.

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

### ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 6:45 PM.

ATTEST:

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MATTEW D. DUKES II, Chairman

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SARA HANCOCK, Secretary



**Finance**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1245  
[tcromar@MidwestCityOK.org](mailto:tcromar@MidwestCityOK.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the  
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 28, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of  
supplemental budget adjustments to the following fund for FY 2021-2022,  
increase: Sooner Rose TIF Fund, expenditures/Hospital Authority (90) \$12,824.

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This supplement is needed to increase the budget for the expenditures to end FY 21-22.

*Tiatia Cromar*  
Finance Director



# SUPPLEMENTS

**June 28, 2022**

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
		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			12,824	
		<u>0</u>	<u>0</u>	<u>12,824</u>	<u>0</u>

**Explanation:**  
To increase the budget for the expenditures to end FY 21-22. Funding to come from fund balance.



DISCUSSION ITEM





**Memorial Hospital Authority**

General Manager/Administrator, Tim Lyon

100 North Midwest Boulevard

Midwest City, Oklahoma 73110

Office (405) 739-1201

[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)

[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 28, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of, the consultant 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, 2022 through June 30, 2023.

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The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2022 through June 30, 2023.

Tim L. Lyon, City Manager

# CONSULTANT AGREEMENT

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

## IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register under the

Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$90,000.00 payable in twelve (12) monthly installments of \$7,500.00 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.
10. The term of this Agreement shall commence on July 1, 2022 and shall continue in effect until June 30, 2023 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request, and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority, and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

**“CONSULTANT”**  
Capitol Decision, Inc.  
800 Maine Avenue, SW, Suite 800  
Washington, DC 20024

(Seal)  
ATTEST:

Brian H. Robinson

By:

H. Stewart Van Scoyoc  
H. Stewart Van Scoyoc, President

**“AUTHORITY”**  
Midwest City Memorial Hospital Authority,  
a public trust  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

(Seal)  
ATTEST:

\_\_\_\_\_  
Secretary

By:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Counsel for the Authority



## Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the 1-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a consistent dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide written records every six (6) months and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



NEW BUSINESS/  
PUBLIC DISCUSSION

