



## CITY OF MIDWEST AGENDAS FOR

**JUNE 23, 2020**

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

To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the Chamber for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.

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



## CITY COUNCIL AGENDA

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

June 23, 2020 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
  - Pledge of Allegiance by Councilmember Rick Favors
  - Community-related announcements and comments
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the City Manager's Report for the month of May 2020. (Finance - C. Barron)
  3. Discussion and consideration of supplemental budget adjustment to the following funds for FY 2019-2020, increase: General Fund, revenue/Transfers In \$224,586; revenue/Taxes (00) \$468,000; expenses/Transfer Out (00) \$692,586. General Fund, expenses/Transfer Out (00) \$5,000. General Fund, expenses/Swimming Pools (19) \$5,000. General Fund, expenses/Communications (20) \$7,550. Reimbursed Projects, revenue/Intergovernmental (39) \$13,500; expenses/Grants Mgmt (39) \$13,500. Emergency Operations, expenses/Emergency Operations (21) \$2,000. Activity, expenses/Recreation (78) \$13,085. CDBG, expenses/Grants Management (39) \$250. L & H Benefits, expenses/Personnel (03) \$200,000. Disaster Relief, expenses/Neighborhood Services (15) \$6,500. G. O. Debt Services, revenue/Investment Interest (1) \$7,000; expenses/Transfer Out (00) \$7,000. (Finance - C. Barron)
  4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
  5. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2020-2021. (Neighborhood Services - M. Stroh)
  6. Discussion and consideration of entering into a Consulting Agreement with INSURICA Insurance Management Network in the amount of \$55,560 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan for FY 20-21. (Human Resources - T. Bradley)

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

16. Discussion and consideration of binding excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2020-2021 fiscal year at an annual cost of \$160,649 for self-insured retention of \$450,000 per claim for all employees. (Risk Management - L. Smithson)
17. Discussion and consideration of 1) acceptance of a Department of Justice Coronavirus Emergency Supplemental Funding (CESF) grant in the amount of \$38,341 for the purchase of respirator equipment for police department officers; 2) approving and entering into a grant agreement with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant. (Grants Management - T. Craft)
18. Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start facility located at 2118 Flannery Drive for FY 20-21. (Grants Management - T. Craft)
19. Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street for FY 20-21. (Grants Management - T. Craft)
20. Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma /Canadian Counties, Inc hereafter called "CAA" for FY 20-21. (Neighborhood Services - M. Stroh)
21. Discussion and consideration of accepting maintenance bonds from Diversified Construction of Oklahoma, Inc. in the amount of \$16,402.30, respectively. (Public Works - P. Menefee)
22. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering in the amount of \$45,490.00 for the preparation of plans for the removal, redesign, and construction of the Regional Park foot bridge creek crossing located approximately six hundred feet south of East Reno Avenue. (Public Works - P. Menefee)
23. Discussion and consideration of renewing contracts for FY 20-21 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms. (Public Works - P. Streets)
24. Discussion and consideration of renewing a contract, with modifications, for FY 20-21 Public Works General and Emergency Services with Silver Star Construction Company. (Public Works- P. Streets)

- [25.](#) Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21. (Parks and Recreation - F. Gilles)
- [26.](#) Discussion and consideration of approving and entering into the FY 2020-2021 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex. (Parks and Recreation - F. Gilles)
- [27.](#) Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2020-21. (Parks and Recreation - F. Gilles)
- [28.](#) Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$55,364.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Fire Station One renovation located at 8201E. Reno. (City Manager - V. Sullivan)
- [29.](#) Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$80,675.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Police/Fire Training Facility located at 9555 S.E. 15st Street. (City Manager - V. Sullivan)
- [30.](#) Discussion and consideration of renewing for fiscal year 2020-2021 the maintenance agreements with ImageNet Consulting in an amount not to exceed \$36,520.00 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed \$166,549.82 for software maintenance in connection with the Police, 911 and Court; Central Square in the amount of \$97,402.29 for hosted Naviline services for the City. (Information Technology - R. Rushing)
- [31.](#) Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to the Board of Adjustment for additional three-year terms. (Community Development - B. Harless)
- [32.](#) Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Communications and Marketing - C. Koos)
- [33.](#) Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - R. Rushing)

**D. DISCUSSION ITEMS.**

1. (PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard. (Community Development - B. Harless)
2. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, 1-15, Specific Penalty for Violations of Code, providing for repealer, severability and declaring an emergency. (City Prosecutor - V. Floyd)
3. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article IX, Bicycles, Division 2, Licenses; by amending Section 24-300; and Repealing Sections 24-301 through Sections 24-305; coming into conformance with Title 47 O.S. Sections 12-701 through 708; and Providing for Repealer, Severability. (City Prosecutor - V. Floyd)
4. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 26, Noise, by adding Section 26-4.1, Hours of Business for Medical Marijuana Dispensaries, Penalty, providing for repealer, severability and declaring an emergency. (City Prosecutor - V. Floyd)
5. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending Section 28-58; Coming into conformance with Title 21 O.S., Section 1760; Providing for Repealer, Severability, and Declaring an Emergency. (City Prosecutor - V. Floyd)
6. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses Against Morals, by amending Section 28-20, Disorderly House; and Providing for Repealer, Severability, and Declaring an Emergency. (City Prosecutor - V. Floyd)
7. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects. (City Manager - V. Sullivan)
8. Discussion and consideration of entering into a Prescription Benefit Services Agreement with CaremarkPCS, L.L.C. and Synchrony Rx for pharmacy benefits for the fiscal year 2020/2021 not to exceed \$ 1,998,452. (Human Resources - T. Bradley)
9. Discussion and consideration of entering into an agreement with American Fidelity Administrative Services, LLC., to provide tracking and reporting in order for the City to stay in compliance with the Affordable Care Act (ACA). Implementation fees are a one-time charge of \$2,450.00. Ongoing costs are an annual fee of \$995.00, a tracking fee of \$1.00 PEPM, and a reporting fee of \$3.95 per form. (Human Resources - T. Bradley)

10. Discussion and consideration of appointing a replacement for the unexpired term of Stan Greil on the Midwest City Planning Commission. (Community Development - B. Harless)

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

F. EXECUTIVE SESSION.

1. Discussion and consideration 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)

G. FURTHER INFORMATION.

1. Review of the May 2020 Building Report. (Community Development—B. Harless)

2. Minutes of the June 2, 2020 Planning Commission meeting. (Community Development - B. Harless)

3. Review of the monthly Neighborhood Services report for May 2020. (Neighborhood Services - M. Stroh)

4. Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; Section 43-227, Annual Review of User Charge Rates; Section 43-230, Capital Improvement Charges; Establishing and Effective Date; and Providing for Repealer and Severability. (Public Works - R. Paul Streets)

H. ADJOURNMENT.





CONSENT AGENDA





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

### **Midwest City Council Minutes**

June 09, 2020

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and with City Clerk, Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

CONSENT AGENDA. Eads made a motion to approve the consent agenda, as submitted with the exception of pulling item 8, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

1. Discussion and consideration approving the minutes of the special meeting on May 19, 2020, as submitted.
2. Discussion and consideration to approve the minutes of the May 26, 2020 regular meeting, as submitted.
3. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2019-2020, increase: Grants Fund, revenue/ Intergovernmental (64) \$134,975; expenses/Fire (64) \$134,975. 2018 Election G.O. Bond Fund, revenue/Intergovernmental (14) \$1,751,000; expenses/General Gov't (14) \$1,751,000; revenue/Intergovernmental (92) \$3,769,000; expenses/29th Street (92) \$3,769,000; revenue/Intergovernmental (64) \$309,000; expenses /Fire (64) \$309,000; revenue/Intergovernmental (64) \$721,000; expenses/Fire (64) \$721,000. Street Light Fee Fund, expenses/General Gov't (14) \$174,224.
4. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,200.00 for fiscal year 2020-2021 with Crutchco Public School to establish the terms and conditions under which Crutchco Public School will provide a school bus and driver for NIA Youth Summer Camp.
5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 for fiscal year 2020-2021 with THICK DESCRIPTIONS ("TD") to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to NIA Youth Summer Camp participants.
6. Discussion and consideration of approving and entering into an agreement with Mid-Del Group Home for FY 20/21 to provide cleaning at various pavilions, parks, and bus stops as well as litter pick up around Midwest City.

7. Discussion and consideration of entering into a Memorandum of Understanding with the Oklahoma Department of Mental Health and Substance Abuse Services for FY 20/21, which establishes the terms, and conditions under which the City participates in this program to identify eligible municipal offenders in Midwest City who are in need of behavioral health treatment services. The program is being funded entirely by the Oklahoma Department of Mental Health and Substance Abuse Services, including supplies necessary to operate the screening program such as a computer or drug testing supplies.
8. **Discussion and consideration of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a School Resource Officer at Midwest City High School and Carl Albert High School from August through May, for which the District agrees to pay \$168,599.00.** After Council discussion, Eads made a motion to approve agreement, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
9. Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2020 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2020 through March 31, 2021.
10. Discussion and consideration of renewing the Cityworks License Agreement contract, without modification, for FY 2020-21 with Azteca Systems, Inc. a Utah corporation in the total amount of \$120,000.00.
11. Discussion and consideration of entering into and approving an Agreement for Professional Services with GUY Engineering Services, Inc. in the amount of \$93,514.00 with optional services of \$6,480.00 to provide construction plans for resurfacing Reno Avenue from Midwest Boulevard to Blake Drive.
12. Discussion and consideration of renewing for fiscal year 2020-21 Community Development Contracts with Azteca Systems, ESRI, TAP Architecture, Jacobs Engineering, Guy Engineering, RL Shears, Olsson Hare & Hare, My ASL Interpreter, Shoaid Nazir, Sign Language Resources Service, Verizon Wireless, Xerox Financial Services.
13. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055200233 from the State Department of Environmental Quality for a water line extension project to serve Ryan's Ridge Subdivision, Midwest City, Oklahoma.
14. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055200232 from the State Department of Environmental Quality for a sewer line extension project to serve Ryan's Ridge Subdivision, Midwest City, Oklahoma.
15. Discussion and consideration of accepting a Grant of Permanent Easement from Midwest City Lodge No 532 A.F. & A.M., across a certain parcel of land located within the corporate boundaries of Midwest City in Lot 12 of Block 6 Country Estates Second Addition of Section Ten (10), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

DISCUSSION ITEMS.

1. **(PC –2044) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 4 T11N, R2W, located at 6007 SE 15th Street.** After Staff and Council discussion, Eads made a motion to approve Resolution 2020-09, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
2. **Public hearing with discussion and consideration of adopting a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2020-2021 in the amount of \$91,533,453 and establishing budget amendment authority.** After Staff and Council discussion, Allen made a motion to approve Resolution 2020-08, seconded by Reed. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
3. **Discussion and consideration of Resolution stating the City's opposition to discrimination based upon gender orientation, gender identity and/or gender expression.** After Staff and Council discussion, Eads made a motion to approve Resolution 2020-07, seconded by Reed. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
4. **Discussion and consideration of awarding the bid to and entering into a contract with Turning Point Industries, Inc. in the amount of \$533,539.95 for the Original Mile Revitalization, Key Boulevard Phase 2, construction project.** Staff and Council had discussion. At 7:03PM Reed made a motion to recess, seconded by Allen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried. Council returned at 7:10 PM. Discussion was continued. No Action Taken.

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

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:12 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Mayor

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



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

TO: Honorable Mayor and City Council  
FROM: Christy Barron, City Treasurer/Finance Director  
DATE: June 23, 2020  
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of May 2020.

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

**Hotel/Conference Center (195)** had an operational loss of \$29,552 in May.

**Hotel 4% FF&E (196)** decreased because of the payments for:  
Property Improvement <\$156,210>

**Golf (197)** had an operational gain of \$35,994 in May.

**2018 Election G.O. Bonds (270)** decreased due to the payments for:  
Various Capital Outlay Payments <\$777,275>

**G.O. Debt Services (350)** decreased because of the payment for:  
Series 2019A Phase II Interest <\$517,500>

**MWC Hospital Authority (425)** activities for May:  
Compounded Principal (9010) – unrealized gain on investment \$3,522,833  
Discretionary (9050) – unrealized gain on investment \$817,262

Christy Barron  
Finance Director

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,592,165	-	3,183,251	2,357,343	(1,948,429)	408,914	3,592,165
10	GENERAL	6,979,479	(144,423)	5,995,765	35,055,778	(34,216,487)	839,290	6,835,056
11	CAPITAL OUTLAY RESERVE	877,710	-	933,143	14,446	(69,879)	(55,434)	877,710
13	STREET AND ALLEY FUND	1,588,937	-	1,266,863	509,196	(187,123)	322,074	1,588,937
14	TECHNOLOGY FUND	205,289	-	164,040	346,894	(305,645)	41,250	205,289
15	STREET LIGHT FEE	2,108,246	-	1,630,191	564,446	(86,391)	478,054	2,108,246
16	REIMBURSED PROJECTS	1,257,075	-	874,019	525,976	(142,921)	383,055	1,257,075
17	29TH & DOUGLAS PROPERTY	5,500,288	-	5,500,283	4	-	4	5,500,288
20	MWC POLICE DEPARTMENT	5,679,216	-	4,188,477	14,723,524	(13,232,786)	1,490,738	5,679,216
21	POLICE CAPITALIZATION	387,886	-	491,782	806,228	(910,124)	(103,896)	387,886
25	JUVENILE FUND	3,253	-	30,214	52,380	(79,342)	(26,962)	3,253
30	POLICE STATE SEIZURES	72,190	-	72,631	2,406	(2,847)	(441)	72,190
31	SPECIAL POLICE PROJECTS	95,485	-	78,652	33,735	(16,902)	16,832	95,485
33	POLICE FEDERAL PROJECTS	49,052	-	61,341	426	(12,715)	(12,289)	49,052
34	POLICE LAB FEE FUND	23,927	-	21,650	9,276	(6,998)	2,277	23,927
35	EMPLOYEE ACTIVITY FUND	20,342	-	20,232	11,650	(11,539)	110	20,342
36	JAIL	142,192	-	151,135	53,776	(62,719)	(8,943)	142,192
37	POLICE IMPOUND FEE	107,762	-	156,316	41,317	(89,871)	(48,554)	107,762
40	MWC FIRE DEPARTMENT	4,008,815	(4)	2,803,249	11,417,965	(10,212,403)	1,205,562	4,008,811
41	FIRE CAPITALIZATION	1,149,870	-	877,748	561,434	(289,312)	272,122	1,149,870
45	MWC WELCOME CENTER	353,840	(59)	357,883	199,386	(203,489)	(4,102)	353,781
46	CONV / VISITORS BUREAU	189,843	-	200,919	303,433	(314,509)	(11,076)	189,843
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	606,046	-	569,922	430,871	(394,746)	36,124	606,046
61	STORM WATER QUALITY	996,985	-	878,476	706,853	(588,344)	118,509	996,985
65	STREET TAX FUND	1,804,760	-	1,519,081	458,769	(173,090)	285,679	1,804,760
70	EMERGENCY OPER FUND	753,264	-	713,432	507,701	(467,869)	39,831	753,264
75	PUBLIC WORKS ADMIN	613,348	-	351,006	1,082,923	(820,581)	262,342	613,348
80	INTERSERVICE FUND	570,730	-	462,631	2,473,427	(2,365,328)	108,099	570,730
81	SURPLUS PROPERTY	470,889	(363,399)	97,486	51,314	(41,309)	10,005	107,490
115	ACTIVITY FUND	344,212	(269)	354,596	131,860	(142,513)	(10,653)	343,943
123	PARK & RECREATION	704,716	(150)	651,194	514,882	(461,510)	53,371	704,566
141	COMM. DEV. BLOCK GRANT	26,065	-	6,029	547,566	(527,529)	20,037	26,065
142	GRANTS/HOUSING ACTIVITIES	158,153	(10,000)	147,646	143,046	(142,539)	508	148,153
143	GRANT FUNDS	99,683	(39,683)	60,000	558,919	(558,919)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,472,184	-	2,363,534	718,443	(609,793)	108,650	2,472,184
172	CAP. WATER IMP-WALKER	1,404,196	-	1,022,289	408,931	(27,024)	381,907	1,404,196
178	CONST LOAN PAYMENT REV	2,836,039	(15,358)	3,186,744	637,650	(1,003,713)	(366,063)	2,820,681
184	SEWER BACKUP FUND	83,713	-	82,373	1,340	-	1,340	83,713
186	SEWER CONSTRUCTION	4,425,146	(175,000)	3,827,884	1,324,233	(901,972)	422,261	4,250,146
187	UTILITY SERVICES	492,299	(924)	500,342	1,018,983	(1,027,949)	(8,967)	491,375
188	CAP. SEWER IMP.-STROTH	490,126	-	603,107	376,116	(489,097)	(112,982)	490,126
189	UTILITIES CAPITAL OUTLAY	3,070,633	(83,257)	3,044,870	641,733	(699,227)	(57,494)	2,987,376
190	MWC SANITATION DEPARTMENT	2,981,902	-	2,266,302	6,675,156	(5,959,556)	715,600	2,981,902
191	MWC WATER DEPARTMENT	2,633,697	-	2,412,871	5,918,779	(5,697,952)	220,827	2,633,697
192	MWC SEWER DEPARTMENT	862,721	(186)	1,063,871	5,185,165	(5,386,500)	(201,336)	862,536
193	MWC UTILITIES AUTHORITY	951,930	-	936,841	15,245	(155)	15,089	951,930
194	DOWNTOWN REDEVELOPMENT	2,347,375	(5,045)	2,316,052	37,642	(11,365)	26,277	2,342,330
195	HOTEL/CONFERENCE CENTER	495,963	(405,056)	278,061	3,519,195	(3,706,348)	(187,154)	90,907
196	HOTEL 4% FF&E	406,791	(33,313)	819,894	659,235	(1,105,651)	(446,416)	373,478
197	JOHN CONRAD REGIONAL GOLF	265,077	(147,291)	74,131	949,803	(906,148)	43,655	117,786
201	URBAN RENEWAL AUTHORITY	81,806	-	36,197	51,249	(5,640)	45,609	81,806
202	RISK MANAGEMENT	1,333,004	(37)	1,553,379	804,922	(1,025,333)	(220,411)	1,332,968
204	WORKERS COMP	3,303,013	-	3,019,327	853,076	(569,390)	283,686	3,303,013
220	ANIMALS BEST FRIEND	88,161	-	79,400	18,207	(9,446)	8,761	88,161
225	HOTEL MOTEL FUND	-	-	-	522,984	(522,984)	-	-
230	CUSTOMER DEPOSITS	1,531,965	(1,531,965)	-	24,258	(24,258)	-	-
235	MUNICIPAL COURT	116,147	(116,147)	-	952	(952)	-	-
240	L & H BENEFITS	1,546,819	(22,963)	2,111,500	7,766,167	(8,353,810)	(587,643)	1,523,856
250	CAPITAL IMP REV BOND	13,597,006	(54,383,373)	(44,133,137)	13,860,088	(10,513,318)	3,346,769	(40,786,367)
269	2002 G.O. STREET BOND	328,006	-	444,318	6,494	(122,806)	(116,312)	328,006
270	2018 ELECTION G.O. BOND	21,226,994	(172,975)	25,642,175	393,366	(4,981,522)	(4,588,156)	21,054,019
271	2018 G.O. BONDS PROPRIETARY	10,722,163	-	10,773,118	173,947	(224,903)	(50,956)	10,722,163
310	DISASTER RELIEF	1,257,324	(146,501)	1,233,976	180,389	(303,543)	(123,154)	1,110,822
340	REVENUE BOND SINKING FUND	-	-	-	5,377,496	(5,377,496)	-	-
350	G. O. DEBT SERVICES	1,857,007	(37,375)	587,081	2,754,520	(1,521,969)	1,232,551	1,819,632
352	SOONER ROSE TIF	2,026,993	-	6,988,109	370,750	(5,331,867)	(4,961,116)	2,026,993
353	ECONOMIC DEV AUTHORITY	53,134,980	(50,268,398)	1,631,682	3,257,289	(2,022,389)	1,234,900	2,866,582
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	97,527,657	(6,205,908)	89,208,963	4,021,451	(1,908,663)	2,112,788	91,321,750
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	2,500,000	22,590	(2,522,590)	(2,500,000)	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,891,631	(14,348)	10,782,311	2,436,468	(2,341,496)	94,972	10,877,283
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	8,753,882	-	6,427,979	22,725,261	(20,399,356)	2,325,904	8,753,884
425-9080	MWC HOSP AUTH GRANTS	28,398	-	-	486,897	(458,498)	28,398	28,398
	TOTAL	297,674,165	(114,883,113)	178,556,827	169,395,619	(165,161,392)	4,234,227	182,791,054



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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustment to the following funds for FY 2019-2020, increase: General Fund, revenue/Transfers In \$224,586; revenue/Taxes (00) \$468,000; expenses/Transfer Out (00) \$692,586. General Fund, expenses/Transfer Out (00) \$5,000. General Fund, expenses/Swimming Pools (19) \$5,000. General Fund, expenses/Communications (20) \$7,550. Reimbursed Projects, revenue/Intergovernmental (39) \$13,500; expenses/Grants Mgmt (39) \$13,500. Emergency Operations, expenses/Emergency Operations (21) \$2,000. Activity, expenses/Recreation (78) \$13,085. CDBG, expenses/Grants Management (39) \$250. L & H Benefits, expenses/Personnel (03) \$200,000. Disaster Relief, expenses/Neighborhood Services (15) \$6,500. G. O. Debt Services, revenue/Investment Interest (00) \$7,000; expenses/Transfer Out (00) \$7,000.

The first supplement is needed to increase transfers out of General Fund to Police, Fire and Capital Imp Rev Bond funds to cover estimated revenue share. The second supplement is needed to increase transfer out of General Fund into CDBG Fund to cover non-grant expenses in CDBG Fund. The third supplement is needed to meet salary expenses in Swimming Pool Department to end of fiscal year. The fourth supplement is needed to meet salary expenses in Communications Department to end of fiscal year. The fifth supplement is needed to budget Fiscal Year 2019-2020 Community Support Mid-Del Group Home Sheltered Workshop Grant and Community Support Bus Pass Program Grant from the Oklahoma County Commissioners. The sixth supplement is needed to meet overtime expenses in Emergency Operations Department to end of fiscal year. The seventh supplement is needed to meet refunds and other various program expenses in the Recreation Department to end of fiscal year. The eight supplement is needed to cover insurance-fire-theft-liability expenses in the Grants Management Department to end of fiscal year. The ninth supplement is needed to cover prescriptions expenses in Personnel Department to end of fiscal year. The tenth supplement is needed to cover postage and contractual expenses in Neighborhood Services to end of fiscal year. The eleventh supplement is needed to increase budget for interest revenue and transfer from G.O. Debt Services Fund to General Gov't Sales Tax Fund to amount of estimated interest earnings to end of fiscal year.

Christy Barron  
Finance Director

**SUPPLEMENTS**

**June 23, 2020**

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfer In	224,586			
00	Taxes	468,000			
00	Transfer Out			692,586	
		<u>692,586</u>	<u>0</u>	<u>692,586</u>	<u>0</u>

**Explanation:**  
Budget transfer out to Police \$260,000; Fire \$208,000; and Capital Imp Rev Bond \$224,586 to cover estimated transfers out to the end of fiscal year.

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfer Out			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
Budget transfer out to CDBG to cover estimated non-grant expenses to the end of fiscal year. Funding to come from fund balance.

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
19	Swimming Pools			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
To increase budget to cover salary expenses to end of fiscal year. Funding to come from fund balance.

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
20	Communications			7,550	
		<u>0</u>	<u>0</u>	<u>7,550</u>	<u>0</u>

**Explanation:**  
To increase budget to cover salary expenses to end of fiscal year. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
39	Intergovernmental	13,500			
39	Grants Mgmt			13,500	
		<u>13,500</u>	<u>0</u>	<u>13,500</u>	<u>0</u>

**Explanation:**  
To budget FY 19-20 Community Support Mid-Del Group Home Sheltered Workshop Grant (\$12,500) and Community Support Bus Pass Program Grant (\$1,000) from Oklahoma County Commissioners.



**SUPPLEMENTS**

**June 23, 2020**

Fund EMERGENCY OPER (070)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
21	Emergency Operations			2,000	
		<u>0</u>	<u>0</u>	<u>2,000</u>	<u>0</u>

**Explanation:**  
To increase budget to cover overtime expenses to end of fiscal year. Funding to come from fund balance.

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
78	Recreation			13,085	
		<u>0</u>	<u>0</u>	<u>13,085</u>	<u>0</u>

**Explanation:**  
To increase budget to cover refund expenses for Baseball - Softball (\$3,100), Pavilions (\$2,500), & Miscellaneous Programs (\$2,000); to cover expenses for Miscellaneous (\$155), Trick or Treat (\$3,650), Fishing Clinic (\$30), Father-Daughter Dance (\$1,600) and Credit Card Fees (\$50) to end of fiscal year. Funding to come from fund balance.

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
39	Grants Management			250	
		<u>0</u>	<u>0</u>	<u>250</u>	<u>0</u>

**Explanation:**  
To increase budget to cover insurance-fire-theft-liab expenses to end of fiscal year. Funding to come from fund balance.

Fund L & H BENEFITS (240)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
03	Personnel			200,000	
		<u>0</u>	<u>0</u>	<u>200,000</u>	<u>0</u>

**Explanation:**  
To increase budget to cover prescriptions expenses to end of fiscal year. Funding to come from fund balance.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
15	Neighborhood Services			6,500	
		<u>0</u>	<u>0</u>	<u>6,500</u>	<u>0</u>

**Explanation:**  
To increase budget to cover postage (1,500) and contractual (5,000) expenses to end of fiscal year. Funding to come from fund balance.

Fund G. O. DEBT SERVICES (350)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Investment Interest	7,000			
00	Transfer Out			7,000	
		<u>7,000</u>	<u>0</u>	<u>7,000</u>	<u>0</u>

**Explanation:**  
To increase budget for interest revenue and transfer out to estimated total to end of fiscal year.



**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 23, 2020

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of May 2020 which is the eleventh (11) period of the FY 2019/2020.

Troy Bradley, Human Resources Director

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

May 11/FY 2020: \$1,522,588

May 11/FY 2019: \$2,135,874

May 11/FY 2018: \$2,180,994

May 11/FY 2017: \$1,651,315

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

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



*The City Of Midwest City*  
*Neighborhood Services Department*  
*Code Enforcement • Neighborhood Initiative • Neighborhoods in Action*

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 23, 2020

Subject: Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2020-2021.

Sierra has agreed to renew its abatement contract without modifications for FY 2020-2021. The last bid for these services was done for FY 2013-2014, and there has been no increase in prices charged since then. The charges range from \$60.00 for mowing a small lot to \$65.00 per load for trash pickup and vary based on the size of lots mowed and the number of loads required for trash removal.

Neighborhood Services is very pleased with the quality of the work and honesty in performance we receive from Sierra.

Staff recommends approval.

*Mike S. Stroh*

Mike S. Stroh, Neighborhood Services Director



## Sierra Environmental Services, Inc.

2905 Harr Dr., Ste. 202  
Midwest City, OK 73110

(405) 733-8832  
Fax (405) 733-8832

Neighborhood Services  
8726 SE 15th St  
Midwest City, OK 73110  
Attn: Mike Stroh

June 6, 2020

Re: Cutting and Mowing of Rank Weeds, Grass,  
etc. and Clean-up of Trash and/or Debris  
Contract

Please be advised that Sierra Environmental desires  
to continue referenced contract with Midwest City  
for an additional year at existing pricing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Larson".

Dennis Larson  
President



**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 23, 2020

**RE:** Discussion and consideration of entering into an agreement with INSURICA Insurance Management Network in the amount of \$55,560.00 for coordination and management of benefit services for the City's Employee Life and Health Benefits Plan for FY 20-21.

This agreement would maintain benefits consulting services without an increase in cost over the agreement with the previous consulting services. It would go into effect July 1, 2020, and INSURICA would become the consultant and broker for the City's Employee Life and Health Benefits Plan. INSURICA would provide services on an as-needed basis, provide dedicated day-to-day service with carrier, billing, and benefit issues, and help the City stay in compliance with all federal and state guidelines. INSURICA would assist the City with all services related to the Employee Life and Health Benefits Plan, such as the following:

- Renewal Services – underwriting, projections, evaluations, analysis, RFP creation
- Strategic Services – benefits strategic plan creation, benchmarking, administration, resource library
- Enrollment – communicate and facilitate enrollment services and meetings
- Employee Communication – newsletters, wellness and education campaigns, benefits statements
- Compliance Resources – monthly webinars, HR resources library and hotline
- Human Resources – tools, survey data, library of forms
- Stewardship Report – planning, setting and measuring goals, work plans

Staff recommends approval.

Troy Bradley, Human Resources Director

# SERVICES AGREEMENT

This Services Agreement and attached Appendices (this “Agreement”) is entered into as of July 1, 2020 (“Effective Date”) by and between INSURICA Insurance Management Network (“INSURICA”) and City of Midwest City (“Client”), collectively, (the “Parties”).

**WHEREAS**, the Parties wish to set forth the terms and conditions under which INSURICA shall provide Client with the services set forth in Appendix A (“Services”), in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

## **Section 1. Authority and Services.**

- 1.1 Appendix A may be amended, as necessary, by prior written agreement of the Parties.
- 1.2 INSURICA assumes no responsibility for the adequacy, accuracy or effectiveness of any services by its predecessors (providing services similar to those set forth in Appendix A), or any acts or omissions occurring prior to INSURICA’s engagement, unless otherwise agreed in writing.
- 1.3 In providing the Services herein, INSURICA may select certain necessary third parties to support and enhance the Services. INSURICA may select, retain, dismiss and replace any such third parties, as needed, in delivering Services to Client.

## **Section 2. Compensation.**

- 2.1. INSURICA shall be compensated for providing the Services to Client as set forth in Appendix B. Appendix B shall only be amended by written agreement of the Parties.
- 2.2. If there is a material change in Client’s operations or exposures that affects the nature and scope of its service needs, INSURICA and Client both agree to make a good faith effort to renegotiate INSURICA’s compensation, as may be appropriate in the discretion of the Parties.

## **Section 3. Responsibilities.**

- 3.1 Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to INSURICA and/or third parties by Client. INSURICA shall have no liability for errors, deficiencies or omissions that are based on such inaccurate or incomplete data or information provided by Client to INSURICA.
- 3.2 If Client seeks to change the scope of services provided herein, whether by addition, substitution or otherwise, Client shall submit to INSURICA its request for the services change in writing. INSURICA shall not be obligated to accept such variation of services unless Client agrees to (a) pay sums reasonably specified by INSURICA and (b) extend an additional time period for completion. Once reasonable additional sums and reasonable time period for completion, if any, are specified by INSURICA, the parties shall amend Appendix A and Appendix B to this Agreement, in writing, accordingly.
- 3.3 All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and

memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith (“Work Product”) which are developed and utilized by INSURICA in connection with this Agreement are and remain the property of INSURICA; provided, however, that Client shall have a perpetual, non-transferrable, non-exclusive license to use and exploit any Work Product delivered by INSURICA in connection to this Agreement solely for its own internal purposes. Notwithstanding the foregoing, INSURICA shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to INSURICA in connection with this Agreement.

#### **Section 4. Errors and Omissions Insurance**

From and after the effective date of this Agreement, INSURICA will maintain errors and omissions insurance satisfactory providing a minimum of \$5,000,000 per occurrence/\$5,000,000 aggregate.

#### **Section 5. Term and Termination.**

- 5.1. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year(s) thereafter (“Initial Contract Term”). The Initial Contract Term may be extended for additional consecutive twelve (12) month periods from the Effective Date (collectively, herein, “Contract Term”), or this Agreement may be terminated by either Party as otherwise provided for herein.
- 5.2. Notwithstanding the Initial Contract Term and/or Contract Term, this Agreement may be terminated by a) either Party upon ninety (90) days advance written notice to the other Party; or b) a Party if the other Party breaches this Agreement and such breach continues for more than ten (10) days after the other Party’s receipt of written notice of such breach.

#### **Section 6. Responsibilities Following Termination.**

Upon termination of this Agreement, fees and/or compensation owed to INSURICA shall be paid in accordance with the terms of Appendix B. INSURICA will use commercially reasonable efforts to assist Client in arranging a transition process, subject to receipt by INSURICA of all amounts due INSURICA from Client as of the date of termination of this Agreement. Notwithstanding the foregoing, and except as may otherwise be required by law, INSURICA shall not be obligated to disclose any document, data or information (including, without limitation, Work Product) that it determines could be used, alone or in combination with other documents, data or information, to identify or obtain any or all of its or its subcontractors’ intellectual property or proprietary and confidential documents, data, information, analyses, processes and techniques.

#### **Section 7. Indemnification.**

- 7.1. INSURICA shall indemnify and hold Client, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other deficiencies or expenses, including reasonable attorneys’ fees and expenses, that are asserted against, imposed upon or incurred or suffered by Client that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by INSURICA under this Agreement.
- 7.2. Client shall indemnify and hold INSURICA, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, or any other



deficiencies or expenses, including reasonable attorneys' fees and expenses, that are asserted against, imposed upon or incurred or suffered by INSURICA that arise out of any act, omission, fraud, negligence, breach of duty, or any unauthorized activity or omissions by Client under this Agreement.

- 7.3 Each Party agrees to hold the other Party harmless from any action brought by a regulatory body as a result of actions or omissions by the other Party.
- 7.4 This Section and Section 6 shall survive the termination of this Agreement.

#### **Section 8. Confidentiality.**

- 8.1 Client may provide INSURICA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by INSURICA under this Agreement. Neither INSURICA, nor any of its employees or agents, shall directly or indirectly disclose any Confidential Information to any third party on behalf of Client for any purpose except in furtherance of the Services rendered by INSURICA to Client.
- 8.2 INSURICA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in INSURICA's possession. The transmission of Confidential Information via electronic data transmission networks that provide for the security of users' data shall be deemed consistent with INSURICA's obligations hereunder unless such use is contrary to Client's express instructions.
- 8.3 The restrictions and agreements set forth above shall not apply to any Confidential Information (i) which at the time disclosed to or obtained by INSURICA is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of INSURICA; (iii) which INSURICA's records demonstrate was developed independently by INSURICA or was received by INSURICA from a third party which INSURICA had no reason to believe had any confidentiality or fiduciary obligation to Client with respect to such information; or (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, INSURICA shall, to the extent practical, give prior timely notice of such disclosure to Client to permit Client to seek a protective order, and, absent the entry of such protective order, INSURICA shall disclose only such Confidential Information that INSURICA is advised by its counsel *must* be disclosed by law.
- 8.4 As between Client and INSURICA, Confidential Information shall be the sole and exclusive property of Client. Upon Client's request, all documents and records in INSURICA's possession containing Confidential Information shall be returned to Client; provided, however, that INSURICA may retain copies of documents that may contain confidential information which are necessary for the conduct and proper record keeping of INSURICA's business in accordance with standard operating procedures or applicable law.

#### **Section 9. Miscellaneous.**

**Waiver.** The failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right hereunder at any one time(s) be deemed a waiver or relinquishment of such right at any other time(s).

**Severability.** This Agreement may be changed only in writing signed by the Parties. If a court of competent jurisdiction modifies any provision, the remaining provisions shall remain in effect. The invalidity or

unenforceability of any term or provision of this Agreement, or portion thereof, shall not impair or affect the validity or enforceability of any other term or provision of this Agreement.

**Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other.

**Binding.** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. This Agreement may be executed simultaneously in several counterparts, each of which shall constitute the same instrument.

**Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to its subject matter. The Appendices, A and B, attached hereto are substantive parts of this Agreement, and defined terms in such Appendices or in this Agreement shall carry the same meanings. This Agreement may be changed only in writing signed by the Parties.

**Governing Law.** This Agreement will be construed under, enforced in accordance with and governed by the laws of Oklahoma. If in conflict, Oklahoma law shall prevail.

**Relationship of the Parties.** At all times during the performance of this Agreement, INSURICA shall be an independent contractor and neither it nor any of its employees or agents shall be an employee of Client as a result of the provision of the Services.

**Notices.** All notices shall be in writing and shall be deemed to have been duly given if personally delivered, or, if mailed by United States first class mail, certified mail or registered mail, postage prepaid, or by a nationally recognized courier service to the other Party at their main corporate headquarters mailing address (or to such other address provided to the other Party in writing):

**INSURICA Insurance Management Network  
5100 N. Classen Blvd., Suite 300  
Oklahoma City, OK 73118  
Attn: Dustin Brand, Vice President**

**City of Midwest City  
100 Midwest Blvd.  
Midwest City, OK 73110  
Attn: Matt Dukes, Mayor**

*Accepted and agreed:*

**INSURICA**

**Client**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

## **Appendix A: Scope of Service**

### **A. Renewal Services.**

- Underwriting analysis of renewal
- Interpret claims data and develop action plan
- Mid-year renewal projection
- Insurance carrier contract renewal
- Carrier evaluation
- Voluntary needs analysis and market study
- RFP creation
- Plan Design Modeling
- Ancillary lines of coverage renewal

### **B. Strategic Services.**

- Employee questionnaire (Provided at client's request)
- Creation of employee benefits strategic plan
- Benchmark plan design for comparison
- New employee administration
- Dedicated day-to-day service with carrier, billing & benefit issues
- Access to Client Communication Resource Library

### **C. Enrollment.**

- Employee plan selector module
- Employee enrollment meetings
- Collection and review of enrollment materials
- Enrollment communication to carrier
- Facilitate Enrollment Meetings
- Enrollment communication campaign

### **D. Employee Communication.**

- Employee newsletters
- Benefits education campaign
- Employee benefit statements
- Wellness campaign

### **E. Compliance Resources.**

- INSURICA will provide CLIENT access to our firm's monthly compliance webinar
- ThinkHR Learn Portal – provides the CLIENT access to more than 250 training opportunities
- ThinkHR – provides client facing telephonic and web-based access to compliance hotline
- ThinkHR – virtual HR Library

- Benefit Comply – resources & compliance support
- Health Care Reform news and information
- Health Care Reform penalty modeling
- Information on compliance with federal and/or state laws including:
  - COBRA
  - HIPAA
  - FMLA
  - Internal Revenue Code Section 125
  - Medicare Part D
  - Additional employment laws
- Summary Plan Description audit

**F. Human Resources.**

- Employee Handbook Creator Tool
- Benchmark survey data
- HR Library of forms

**G. Stewardship Report.** Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives for Consultants’ team relating to Client’s programs; and
- Detailed work plans which lay out the account Management plan, work schedules, areas of concentration, timing and information requirements.

**H. Personnel**

- Consultants will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultants retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:             Dustin Brand, Vice President / Consultant  
Kelley Speck, Consultant

Jeannie Surles, Account Executive  
Margaret Ramos, Account Manager  
Heather Carpenter, Account Manager

Additional Key Resources:         Sarah Pinion, Assistant Account Manager  
Sydney Overstake, Director of Employee Benefit Resources  
Kathryn Stafford, EB Technology Support Specialist

## Appendix B: Compensation

### Annual Service Fees

Service	Amount	Payment Frequency & Terms
Consulting Services as outlined in Appendix A	\$55,560 per year	The \$55,560 annual fee will be divided into \$4,630 monthly installments. Payment is due no later than 30-days after invoice date.
INSURICA will also replace the former Consultant as Broker of Record for the City's Group Life Policy. Commissions already included in that policy will be redirected from the previous Consultant to INSURICA. This will remain in effect until changed by the CLIENT in writing.		

- All annual fees, as applicable, are earned in full at the start of each fiscal or calendar year with respect to the service provided, unless special termination & payment arrangements are noted below.
- Commissions are earned pursuant to the carrier/underwriter broker contract.
- INSURICA may receive contingency revenue from a number of carriers based on production and retention. To assure each client's interest is consistently prioritized, INSURICA does not divulge the terms and status of contingent agreements to INSURICA staff; thus, establishing no incentive to place coverage with a specific carrier. Further, INSURICA does not accept bonus payments from carriers for client specific placements with such carriers.

### Special Termination & Payment Arrangements

_____N/A_____
---------------



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 23, 2020

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2020 through June 30, 2021 for \$220,774.80 per year.

Alliance Health Midwest agrees to pay City of Midwest City \$220,774.80 for dispatching of Alliance Health 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

## Extension to Primary Service Answering Point Agreement

This Extension to Primary Service Answering Point Agreement is entered into by and between Midwest Regional Medical Center, LLC, d/b/a AllianceHealth Midwest ("Hospital" ) and the City of Midwest City ("City" ) as of the dates below each party's respective signature lines but is effective as of July 1, 2020 ("Effective Date").

### WITNESSTH:

WHEREAS, Hospital and City are parties to the certain Primary Service Answering Point Agreement effective September 19, 2017 (the "Agreement"); and

WHEREAS, this Extension Agreement is expected to expire on June 30, 2020; and

WHEREAS, Hospital and City wish to extend the Agreement as follows.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the Agreement, the receipt and sufficiency of which are acknowledged, it is hereby understood and agreed by the parties as follows:

1. The term of the Agreement, including the initial term and any renewal periods, is hereby extended for an additional twelve (12) months through June 30, 2021 ("Extended Term" ) and shall automatically renew annually provided either party may terminate the agreement without cause by providing a sixty-day (60-day) written notice to the other party.
2. All other provisions of the Agreement shall remain in full force and effect.
3. Neither this Extension, nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof unless and until it has been reviewed and electronically approved by a Division President of Community Health Systems Professional Services Corporation, Hospital's Management Company, and by Hospital's Legal Counsel.

IN WITNESS WHEREOF, the Hospital and City have executed this Extension to Primary Service Answering Point Agreement effective as of the Effective Date.

CITY: City of Midwest City

HOSPITAL: Midwest Regional Medical Center, LLC d/b/a AllianceHealth Midwest

By:

\_\_\_\_\_  
Printed Name: Mathew D. Dukes II

\_\_\_\_\_  
Printed Name: Clay Franklin

Title: Mayor

Title: CEO

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

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

## PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between AllianceHealth Midwest, hereinafter referred to as Hospital, and the City of Midwest City, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the Alliance Health Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

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

Whereas, the Hospital and the 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, 2017 and shall expire on June 30, 2018, 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 days a week. The City shall provide all personnel and equipment required to staff and manages 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 such scheduled evaluation.
5. Consideration. The Hospital agrees, in addition to the provision of ambulance service within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal monthly payments, which shall be due and payable to the City on or before the 15th day of the month following the receipt




of the preceding month's PSAP service. 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 at 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 the Hospital harmless for any errors, omissions, mistakes or negligence committed by the City which result in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts or omissions of the City, the City agrees to indemnify the Hospital, as allowed by law, for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.
10. Effective Date. This agreement shall become effective the 1st day of July 2017. Services required shall commence on the effective date hereof.
11. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations or modifications shall be effective unless reduced to writing and signed by all parties hereto.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City on the 12 day of September 2017 and by Midwest Regional Medical Center, LLC, d/b/a AllianceHealth Midwest on the 19 day of September 2017.

CITY OF MIDWEST CITY


ATTEST:

  
Sara Hancock, City Clerk



  
Mathew D. Dukes II, Mayor

APPROVED as to form and legality this 15<sup>th</sup> day of September, 2017.

  
Philip W. Anderson, City Attorney

Midwest Regional Medical Center, LLC d/b/a ALLIANCEHEALTH MIDWEST

  
Clay Franklin, CEO



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

Billy Harless, Community Development Director

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

---

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** June 23, 2020

**Subject:** Discussion and consideration entering into and approving an Agreement for Professional Services with 505 Architects LLC for Construction Documents in the amount of \$21,000.00 for the preparation for the ADA interior retrofit and renovation of the existing Midwest City Council Chambers.

---

The scope of work is an interior ADA retrofit and renovation of the existing Midwest City Council Chambers located within City Hall at 100 N. Midwest Blvd. to include the improvements within the council chambers ADA retrofit Feasibility Analysis Report date 19 May 2020.

I am available for any additional questions.

Staff recommends approval

---

Billy Harless, AICP  
Community Development Director

Attachment



505 ARCHITECTS LLC  
1631 South Delaware Avenue  
Tulsa, Oklahoma 74104  
(918) 605-5303

Date: 1 June 2020  
Project: Midwest City Council Chambers ADA Retrofit  
Number: 20002  
Prepared By: Brian Thomas, AIA, RID, LEED AP  
Re: Architectural Professional Services for Construction Documents.

Dear Brandon Bundy,

505 Architects LLC is pleased to present you the following contract for architectural professional services for the preparation of Construction Documents for the ADA interior retrofit and renovation of the existing Midwest City Council Chambers located within City Hall at 100 North Midwest Blvd, Midwest City, Oklahoma to include the scope of Work identified as Priority 1 and Priority 2 improvements within the Midwest City Council Chambers ADA Retrofit Feasibility Analysis Report dated 19 May 2020. We are very excited about the opportunity to assist you with this important project.

Working with your staff, 505 Architects and our consultants will prepare customary Construction Documents for architectural, structural, mechanical and electrical improvements that will be suitable for permitting, bidding, and construction. We have included up to two (2) review / on-site meetings with City Staff of the construction documents during their preparation. In addition to the Construction Documents an Opinion of Estimated Construction Cost will be prepared and included within the final deliverable for use by the City.

It is estimated our scope of services can be completed with 4 weeks, not including Owner review time, for a stipulated sum fee of \$21,000.00.

We stand ready to provide these services. If you are in agreement with this Contract, please execute and return one copy.

We look forward to working with the City of Midwest City and you on this exciting enhancement to their existing facility. Please do not hesitate to contact me if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'WBD', followed by a horizontal line extending to the right.

Brian Thomas, AIA, RID, LEED AP  
Principal | 505 ARCHITECTS LLC

Attached:  
AIA Document B105 -2017 Standard Short Form of Agreement Between Owner and Architect

cc:  
Project File

# AIA<sup>®</sup> Document B105<sup>™</sup> – 2017

## ***Standard Short Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the twenty-ninth day of May in the year two thousand twenty  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Midwest City  
100 North Midwest Blvd  
Midwest City, Oklahoma 73110

and the Architect:  
*(Name, legal status, address and other information)*

505 Architects LLC  
1631 South Delaware Avenue  
Tulsa, Oklahoma 74104

for the following Project:  
*(Name, location and detailed description)*

Midwest City Council Chambers ADA Retrofit  
The Project is the ADA interior retrofit and renovation of the existing Midwest City Council Chambers located within City Hall at 100 North Midwest Blvd, Midwest City, Oklahoma to include the scope of Work identified as Priority 1 and Priority 2 improvements within the Midwest City Council Chambers ADA Retrofit Feasibility Analysis Report dated 19 May 2020.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

### CONSTRUCTION DOCUMENT SERVICES

- .1 Owner budget for the Cost of the Work is \$400,000.00 not including signage, furniture, fixtures and equipment (FF&E), and hazardous material abatement.
- .2 Owner Program  
The scope of the Work is an interior ADA retrofit and renovation of the existing Midwest City Council Chambers located within City Hall at 100 North Midwest Blvd, Midwest City, Oklahoma to include the scope of Work identified as Priority 1 and Priority 2 improvements within the Midwest City Council Chambers ADA Retrofit Feasibility Analysis Report dated 19 May 2020.
- .3 Structural Engineering  
Architect shall retain as a consultant 360 Engineering Group, PLLC for customary structural engineering services.
- .4 Mechanical and Electrical Engineering  
Architect shall retain as a consultant GreenAcorn LLC for customary mechanical, and electrical engineering services.
- .5 The Architect's Basic Services include usual and customary structural, mechanical, and electrical engineering services.
  - .5.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
  - .5.2 The Architects Construction Documents services is estimated to take 4 weeks to complete, not including review time by the Owner. Two (2) visits to the site / meetings are included. Additional meetings will be considered an Additional Service.
  - .5.3 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
  - .5.4 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
  - .5.5 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### ASSUMPTIONS

Owner shall provide the following:

- Drawings of the existing building and site.
- Geotechnical, civil, landscape, and plumbing engineering services and other consultants if required by the scope of the Project.
- Tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall have no responsibility

Init.

- for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- Access to all project areas including providing equipment such as scaffolds, ladders or lifts to access areas requiring observation.
- Destructive observations and repair as required.

#### EXCLUSIONS

- Survey
- Geotechnical Investigation Report
- Tests for hazardous materials
- Due Diligence services
- Civil Engineering Services
- Landscape and Irrigation Design Services
- Plumbing Engineering Design Services
- Fire Protection Design services
- Fire Alarm Design Services
- Technology, Video Surveillance, and Intrusion Detection Design Services
- Furniture, Fixture and Equipment (FF&E) Selections and Procurement
- Décor Package Selections and Procurement
- Environmental Graphics and Signage Design
- Site Lighting Design
- Lightning Protection System, design and consultation services
- Food Service Equipment design including kitchen and kitchen hood design.
- ADA Compliance: If existing areas outside the scope of work are found to be non-compliant with ADA, design and necessary construction documentation to bring the out of compliance areas into compliance will be an Additional Service
- Life cycle cost analysis, payback analysis, or feasibility studies
- Energy studies
- LEED administration
- Detailed Cost Estimates
- Professional renderings
- Evaluating contractor substitutions and proposed changes after bids are received
- Special Inspections required during construction.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides.

#### ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

#### ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for marketing, promotion of the project, award submission and publication, maintaining, altering and adding to the Project. The Owner agrees to indemnify the

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Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

**ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Compensation shall be on stipulated sum (fixed fee) below plus reimbursable expenses and will be billed monthly on percentage of completion. The compensation for each phase of services shall be as follows:

Phase 400 – Construction Documents	Fixed Fee	\$21,000.00
------------------------------------	-----------	-------------

Upon written request of the Owner, as an Additional Service, additional on-site meeting shall be provided at a rate of \$925 per on-site meeting plus reimbursable expenses.

Hourly billing rates are set forth as follows:

505 Architects LLC			
Principal	\$185.00	Architect	\$140.00
Project Manager	\$165.00	Architectural Intern	\$110.00
Interior Designer	\$130.00	Administrative	\$70.00
360 Engineering Group, PLLC			
Principal	\$180.00	Engineering Intern	\$120.00
Associate	\$165.00	BIM Technician II	\$110.00
Structural Engineer II	\$150.00	BIM Technician I	\$95.00
Structural Engineer I	\$135.00	Administrative	\$85.00
GreenAcorn LLC			
Principal	\$130.00	Administrative	\$70.00
Senior Design Engineer	\$120.00		

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.



Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent ( 10 %).

Reimbursable expenses are estimated to not exceed two thousand dollars (\$2,000.00).

Payments are due and payable upon receipt of the Architect's monthly invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; and the extension of the Architect's Article 1 services beyond six ( 6 ) months of the date of this Agreement through no fault of the Architect.

#### ARTICLE 7 OTHER PROVISIONS

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

§ 7.1 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect as follows:

The Architect will endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all other instances, the Architect will notify the Owner in writing of the need for an additional service and upon the owner's direction to proceed will invoice for the work on an hourly basis until such time as the scope can be defined and a fixed fee can be established.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
MAYOR (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

init.

Matthew D. Dukes Mayor  
*(Printed name and title)*

Brian Thomas, AIA, RID, LEED AP Principal  
*(Printed name, title, and license number, if required)*

**CITY ATTORNEY** *(Signature)*

Heather Poole City Attorney  
*(Printed name and title)*

**CITY CLERK** *(Signature)*

Sara Hancock City Clerk  
*(Printed name and title)*

Init.

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User Notes:

(1164917090)



**City Manager**  
100 N. Midwest Blvd.  
Midwest City, Ok 73110  
Office: 405.739.1201  
Fax: 405.869.8680  
tlyon@midwestcityok.org

TO: Honorable Mayor and City Council Members

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

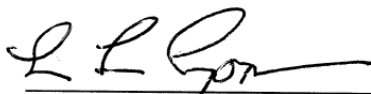
SUBJECT: Discussion and consideration of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in an amount not to exceed \$50,000 for fiscal year 2020-21.

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

Staff recommends approval.

Respectfully,

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

MUTUAL AGREEMENT

CITY OF MIDWEST CITY & MID-DEL YOUTH AND FAMILY CENTER, INC

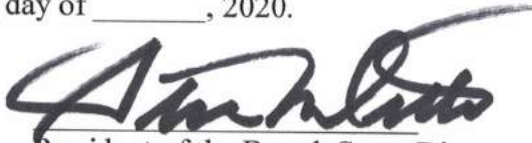
This Mutual Agreement (the "Agreement") is entered into between the City of Midwest City (the "City"), and the Mid-Del Youth and Family Center, Inc. (the "Center") and shall be effective July 1, 2020 through June 30, 2021.

The City and the Center agree to the following terms:

1. In consideration of this agreement, the City agrees to pay a sum of \$50,000 to the Center. \$25,000 will be paid, upon invoice from the Center, at the beginning of the fiscal year 2020-21. \$25,000 will be paid, upon invoice from the Center, midway through fiscal year 2020-21.
2. The Center shall furnish to the City the services listed as follows:
  - a. Emergency Youth Shelter
  - b. Counseling
  - c. Juvenile Diversionary Program
  - d. Training/Consultation and community education
  - e. Domestic Violence Advocacy/Counseling
3. The Center shall give priority to the City for crisis intervention, information/ referral services and Substance Abuse Education for the Municipal Court. If a fee is assessed for said services, then that fee shall only be payable by the said client receiving said services and the Center agrees no claim shall be made to the City for providing said services.
4. This agreement shall be effective from July 1, 2020 through June 30, 2021 and may be renewed for successive one-year periods upon 30 days written notice in advance of the termination date accepted by the other party.
5. This agreement may be terminated by either party during the primary term or any extension thereto by written notice mailed certified mail, return receipt requested, at least 90 days prior to the proposed termination date. Date of mailing shall be the date of notice.
6. This agreement constitutes the entire agreement between the parties relating to the services consideration. This agreement is not assignable by either party. This agreement shall only be amended by a written document properly executed by both parties.

Approved by the Center, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Approved by the City Council of Midwest City, Oklahoma, this \_\_\_\_ day of June, 2020.

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

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



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager


DATE: June 23, 2020

RE: Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2020 Youth Excel program.

---

The Cooperative Agreement, a copy of which is attached for your review, documents the requirements the Chamber must meet in order to receive reimbursement for its actual costs of up to \$5,000 for this year's Youth Excel program. The funds have been appropriated and are available in the General Government Fund budget.

Staff recommends approval.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager

## COOPERATIVE AGREEMENT

This agreement, effective July 1, 2020, is entered into by and between the City of Midwest City, Oklahoma (the "City") and the Midwest City Chamber of Commerce, Inc., an Oklahoma corporation (the "Chamber").

WHEREAS, Midwest City's youth need guidance, inspiration and encouragement to help develop those qualities of character essential for future leadership; and

WHEREAS, Youth Excel is an extraordinary three-day leadership development program for high school juniors from Midwest City and Carl Albert High Schools which includes leadership training, orientation to the Midwest City and Tinker communities, and team building related exercises; and

WHEREAS, the program provides a long-term impact on the entire Midwest City community in that Youth Excel prepares current high school juniors to be the civic leaders of tomorrow; and

WHEREAS, Youth Excel is designed to motivate potential leaders; acquaint participants with community needs, opportunities and resources; provide participants with opportunities for inter- action with community leaders and decision-makers; and instill participants with leadership skills; and

WHEREAS, the goal of Youth Excel is to provide students with the tools and resources necessary to become leaders and maintain a leadership status within the community; and

WHEREAS, long-term success of Youth Excel is measured by the number of students who complete and graduate from the program, and the number of graduates who return to Midwest City to live and/or pursue their professional or vocational career objectives; and

WHEREAS, Youth Excel is aimed at developing a pool of well-informed, motivated young men and women qualified to assume present and future leadership roles in Midwest City; and

WHEREAS, to achieve these worthy objectives, it is appropriate for the City to provide the Chamber with a portion of the funds needed for Youth Excel in light of the positive impact it has on the City's youth;

NOW, THEREFORE, the parties to this contract hereby agree that:

The City shall pay to the Chamber a sum of up to five thousand dollars (\$5,000.00) toward the cost of Youth Excel upon presentation of receipts and/or other documentation of the actual costs to be reimbursed; and

The Chamber shall develop, administer, supervise and execute the Youth Excel program including, but not limited to, raising any and all additional money necessary to fully fund the program.

Passed and approved by the Chamber on this \_\_\_\_ day of \_\_\_\_\_, 2020.

MIDWEST CITY CHAMBER OF COMMERCE, INC.

\_\_\_\_\_  
Bonnie Cheatwood, Executive Director

Passed and approved by the City on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Heather Poole, City Attorney



**With City Manager**

100 N. Midwest Blvd.  
Midwest City, Ok 73110

Office: 405.739.1201

[tlyon@midwestcityok.org](mailto:tlyon@midwestcityok.org)

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

TO: Honorable Mayor and City Council Members

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Discussion and consideration of postponing the award of the contract for an onsite turnkey vehicle and equipment parts operation until the July 28<sup>th</sup> Council meeting.

---

On Tuesday, May 26, 2020 at 2:00 p.m. the City of Midwest City opened bids for an onsite turnkey vehicle and equipment parts operation with an intended award date of June 23<sup>rd</sup>.

Staff requests postponing the award of the contract for an onsite turnkey vehicle and equipment parts operation until the July 28<sup>th</sup> Council meeting to provide the necessary time for the vendor to complete a physical inventory audit of all on-hand parts.

The City's published specification requires an inventory buy-out in the event the incumbent's contract is not renewed. The physical inventory audit process for the potential buy-out has not been completed. The final contract negotiations cannot be accomplished until the physical inventory is counted. The estimated completion date for the physical inventory audit is the end of the first week of July 2020.

Respectfully,

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





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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Discussion and consideration of approving Amendment No. 5 to the construction management contract with CMS Willowbrook Inc. for the Delta Furniture, Fixtures and Equipment in an amount not to exceed \$2,803,430.91.

---

On May 14<sup>th</sup> of last year, the Council Approved a construction management contract with CMS Willowbrook, Inc., for an addition to the Reed Conference Center and the property improvement plan and brand conversion of the Midwest City Sheraton Hotel.

Presented for your review and consideration is the proposed budget for the new furniture in the Delta Midwest City. This includes the furniture for the model rooms, the common spaces, and all the guest rooms. I am pleased to report that all furniture will meet the Marriot Delta Brand and Standards.

Back on April 24, 2020, City Council approved hiring Benjamin West, which is a procurement agent and consultant to CMSWillowbrook. They have worked diligently to obtain competitive pricing from the various vendors for the all of the furniture, custom fabrics and specialty fixtures needed to establish the budget. With your approval, Benjamin West and CMSWillowbrook will proceed with placing the orders and coordinating all delivery and installation. The expected lead-time and delivery for these special order items is expected to take approximately 14 weeks.

Funds are a part of the construction budget and will be made available through a revenue bond.

*Tim L. Lyon*

---

TIM LYON, City Manager



# AIA Document A133™ – 2009 Exhibit A

## Guaranteed Maximum Price Amendment

for the following PROJECT:  
(Name and address or location)

June 23, 2020  
Amendment No. 5: Delta Midwest City, Furniture, Fixtures & Equipment

Reed Center and Hotel Renovation  
Midwest City, Oklahoma

**THE OWNER:**  
(Name, legal status and address)

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

**THE CONSTRUCTION MANAGER:**  
(Name, legal status and address)

CMSWillowbrook, Inc.  
3108 S. 9<sup>th</sup> Street  
Chickasha, Oklahoma 73018

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million, Eight Hundred Three Thousand, Four Hundred Thirty Dollars and Ninety-One Cents (\$ 2,803,430.91 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
(Provide below or reference an attachment.)

See Exhibit A, Attachment No. 1 – Detail of Clarifications, Assumptions, Allowances

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

N/A

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Model Room Installation	\$7,500.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment No. 3 – Assumptions and Clarifications

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
FlickMars	Contract Documents	2020	All

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

FlickMars Design Documents, dated 2020  
(Table deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

FlickMars Design Documents, dated 2020  
(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

See Attachment No. 2 – Recommendations

## ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

To Be Determined based on lead time and delivery of each piece and phase

Init.

*Cary DeHart*

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Matthew D. Dukes, II, Mayor  
(Printed name and title)

Cary DeHart, CEO  
(Printed name and title)

OWNER (Signature)

OWNER (Signature)

Sara Hancock, City Clerk  
(Printed name and title)

Heather Poole, City Attorney  
(Printed name and title)

Init.

DESCRIPTION	BASE AMOUNT	TOTAL	CONTRACTOR	NOTES
General Requirements	\$ 11,750.00	\$ 11,750.00		
General Conditions	\$ 112,000.00	\$ 112,000.00		
Model Room FF&E (No Installation)	\$ 82,886.36	\$ 82,886.36	BW Dallas, LLC dba Benjamin West	
Guest Room FF&E (Including Installation)	\$ 1,819,895.83	\$ 1,819,895.83	BW Dallas, LLC dba Benjamin West	
Public Spaces FF&E (Including Installation)	\$ 363,634.17	\$ 363,634.17	BW Dallas, LLC dba Benjamin West	
Allowance - Model Room Installation	\$ 7,500.00	\$ 7,500.00		#1
Subtotal	\$ 2,397,666.36	\$ 2,397,666.36		
CM Contingency	\$ 191,813.31	\$ 191,813.31		
Bonds	\$ 23,823.21	\$ 23,823.21		
Builders Risk Insurance	\$ 10,453.21	\$ 10,453.21		
General Liability Insurance	\$ 20,990.05	\$ 20,990.05		
Subtotal	\$ 2,644,746.14	\$ 2,644,746.14		
CM Fee	\$ 158,684.77	\$ 158,684.77		
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	\$ 2,803,430.91	\$ 2,803,430.91	<b>&lt;&lt;&lt;&lt;&lt;&lt; GMP</b>	<b>#2</b>
Pre-Construction Fee (Not included in GMP)	\$ 28,034.31	\$ 28,034.31		

**Note #1:** Final costs that are under/over this allowance will increase/decrease the CM's contingency amount. Any remaining portion of the CM's contingency will be returned to the Owner by a deduct change order at the end of the project.

**Note #2:** This GMP excludes A/E, design fees, CM pre-construction fee, building permit, Owner contingency, audio/visual, construction material testing, sales tax, 3rd party commissioning of mechanical or electrical systems, items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction.

**Reed Conference Center/Marriott Hotel**  
 Exhibit "A"  
 SUMMARY OF FUNDS AS ISSUED TO CMSWILLOWBROOK  
 (Includes all approved change orders)

	DATE	AMOUNT	EXTENDED AMOUNT
Pre-Construction Fee	11/12/19	\$ 7,979.16	\$ 7,979.16
<b>Amendment No. 1 - 2019 Renovations (Base Bid + Alternate 2)</b>	11/12/19		
GENERAL REQUIREMENTS		\$ 24,539.00	
GENERAL CONDITIONS		\$ 98,251.00	
Bid Package #1 - Demolition - Howard Construction Services LLC		\$ 21,500.00	
Bid Package #2 - Concrete - Discovery Construction Co., Inc		\$ 43,830.00	
Bid Package #3 - Structural Steel (Matt & Erector) - ALLOWANCE		\$ 15,000.00	
Bid Package #4 - Rough Carpentry - CMSWilowbrook, Inc.		\$ 9,500.00	
Bid Package #5 - Glass & Glazing - Advantage Glass LLC		\$ 149,585.00	
Bid Package #6 - Framing, Drywall & Ceilings - W/o Interiors Inc.		\$ 14,580.00	
Bid Package #7 - Flooring - ALLOWANCE		\$ 20,000.00	
Bid Package #8 - Painting - Advanced Commercial Painting LLC		\$ 7,200.00	
Bid Package #9 - Signage - ALLOWANCE		\$ 500.00	
Bid Package #10 - Operable Partitions - Murray Wemble Inc		\$ 17,120.00	
Bid Package #11 - Window Treatments - Russel Interiors Inc		\$ 19,880.00	
Bid Package #12 - Fire Suppression - Mac Systems Inc		\$ 13,930.00	
Bid Package #13 - Mechanical - Nicoma Park Sheet Metal & Air Conditioning Co., Inc.		\$ 83,000.00	
Bid Package #14 - Electrical - Advanced Quality Electric		\$ 113,000.00	
Allowance - Floor Boxes		\$ 15,000.00	
Allowance - MEP		\$ 5,000.00	
Allowance - Misc. Steel		\$ 2,000.00	
Allowance - Roofing & Sealants		\$ 3,000.00	
Allowance - Clean Glass		\$ 2,000.00	
Allowance - Patch/Repair Finishes		\$ 7,500.00	
Allowance - Sod/Landscaping		\$ 4,500.00	
Allowance - Protect Existing		\$ 4,000.00	
Allowance - Wood Trim		\$ 2,500.00	
Allowance - Pocket Doors		\$ 3,500.00	
Allowance - Access Panels		\$ 1,500.00	
Allowance - Testing		\$ 1,000.00	
CM Contingency		\$ 35,095.25	
Bonds		\$ 6,780.60	
Builders Risk Insurance		\$ 2,975.21	
General Liability Insurance		\$ 5,974.22	
CM Fee		\$ 45,165.08	
		\$ 797,916.35	\$ 805,895.51
Pre-Construction Fee	12/10/19	\$ 402.76	\$
<b>Amendment No. 2 - Marriott Hotel Model Rooms FF&amp;E</b>	12/10/19		
Bid Package #1 - Model Room Furnishings - Multiple Vendors		\$ 44,169.24	
CM Contingency		\$ 1,325.68	
Bonds		\$ 418.74	
Builders Risk Insurance		\$ 183.73	
General Liability Insurance		\$ 368.94	
CM Fee		\$ 2,769.18	
		\$ 49,275.51	\$
<b>Amendment No. 3 - Add Professional Acquisition Services for FF&amp;E</b>	4/14/20		
Pre-Construction Fee	5/12/20	\$ 3,728.01	\$ 809,623.52
<b>Amendment No. 4 - Pool &amp; Fitness Area Renovation</b>	5/12/20		
GENERAL REQUIREMENTS		\$ 17,714.00	
GENERAL CONDITIONS		\$ 69,355.00	
1 - General Trades - CMSWilowbrook, Inc.		\$ 39,583.00	
2 - Flooring - Andeco Flooring & Blinds		\$ 49,415.00	
3 - Painting - Statewide Painting Contractors, Inc.		\$ 16,710.00	
4 - HVAC / Mechanical - Allowance		\$ 85,000.00	
5 - Electrical - Advanced Quality Electric, Inc.		\$ 14,565.00	
Allowance - Professional Engineering Services		\$ 11,000.00	
Allowance - MEP		\$ 5,000.00	
Allowance - Clean Glass		\$ 1,000.00	
Allowance - Patch/Repair Finishes		\$ 3,500.00	
Allowance - Protect Existing		\$ 3,000.00	
Allowance - Pendant Fixtures		\$ 4,000.00	
Allowance - Pool Tile Demolition		\$ 9,000.00	
CM Contingency		\$ 25,507.36	
Bonds		\$ 3,168.01	
Builders Risk Insurance		\$ 1,390.07	
General Liability Insurance		\$ 2,791.26	
CM Fee		\$ 21,101.92	
		\$ 372,800.63	\$ 1,182,424.14
Pre-Construction Fee	6/23/20	\$ 28,034.31	\$ 1,210,459.45
<b>Amendment No. 5 - Furniture, Fixtures &amp; Equipment</b>	6/23/20		
GENERAL REQUIREMENTS		\$ 11,750.00	
GENERAL CONDITIONS		\$ 112,000.00	
Model Room FF&E (No installation)		\$ 82,886.36	
Guest Rooms FF&E (Including installation)		\$ 1,819,895.63	
Public Spaces FF&E (Including installation)		\$ 363,634.17	
Allowance - Model Room Installation		\$ 7,500.00	
CM Contingency		\$ 191,813.31	
Bonds		\$ 23,823.21	
Builders Risk Insurance		\$ 10,453.21	
General Liability Insurance		\$ 20,990.05	
CM Fee		\$ 158,684.77	
		\$ 2,803,430.91	\$ 4,013,889.36

## Attachment No. 2 – Recommendations

---

Recommendation: Award the following Furniture, Fixtures & Equipment, as itemized by BW Dallas, LLC dba Benjamin West for the Model Rooms, Guest Rooms & Public Space for a total amount of \$2,803,430.91.



BW Dallas, LLC dba Benjamin West  
 c/o 428 CTC Boulevard  
 Louisville CO United States  
 Phone: 972.407.9950  
 Fax: 972.407.9951

Project Name: DELTA MIDWEST CITY MODEL ROOM  
 Project Number: 64691  
 Dated: 04-Jun-2020

### Project Forecast

#### Model Room

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
CP-03	Area Rug @ Living Room	Lapama Rugs		1.00	0.00	1.00	0.00	1.00	syd	\$2,111.30	\$2,111.30	\$0.00	\$2,111.30
<i>Lead Time (wks):</i> 8 - 10													
DL-01	Sconce @ Corridor	Challenger Lighting		2.00	0.00	2.00	0.00	2.00	ea	\$300.00	\$600.00	\$0.00	\$600.00
<i>Lead Time (wks):</i> 12 - 12													
DL-01 ALT	Sconce @ Corridor	Illuminations		1.00	0.00	1.00	0.00	1.00	ea	\$100.00	\$100.00	\$0.00	\$100.00
<i>Lead Time (wks):</i> 12 - 12													
DL-02	Pendant @ Kitchenette	Zuo Modern		1.00	0.00	1.00	0.00	1.00	ea	\$112.50	\$112.50	\$0.00	\$112.50
<i>Lead Time (wks):</i> 4 - 4													
DL-03	Ceiling Mounted Fixture @ Guestrooms	Shades of Light		6.00	0.00	6.00	0.00	6.00	ea	\$68.00	\$408.00	\$0.00	\$408.00
MR-100.1-CG-K	King Headboard @ Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$424.00	\$424.00	\$0.00	\$424.00
<i>Lead Time (wks):</i> 14 - 14													
MR-100.2-CG-QU	Queen Headboards @ Model Room	Fairmont Designs		2.00	0.00	2.00	0.00	2.00	ea	\$308.00	\$616.00	\$0.00	\$616.00
<i>Lead Time (wks):</i> 14 - 14													
MR-100A-CGF-F	Vinyl @ Headboard Cushion	Vescom US (Koroseal)		8.00	0.00	8.00	0.00	8.00	yd	\$34.30	\$274.40	\$0.00	\$274.40
<i>Comments:</i> SHIPS TO FAIRMONT													
MR-100A-CGF-LC	Vinyl @ Headboard Cushion	Vescom US (Koroseal)		4.00	0.00	4.00	0.00	4.00	yd	\$34.30	\$137.20	\$0.00	\$137.20
<i>Comments:</i> SHIPS TO LODGING CONCEPTS													
MR-100B-CGF-F	Vinyl @ Headboard Straps	Knoll Textiles		1.00	0.00	1.00	0.00	1.00	yd	\$28.50	\$28.50	\$0.00	\$28.50
<i>Comments:</i> SHIPS TO FAIRMONT													
MR-100B-CGF-LC	Vinyl @ Headboard Straps	Knoll Textiles		1.00	0.00	1.00	0.00	1.00	yd	\$28.50	\$28.50	\$0.00	\$28.50
<i>Comments:</i> SHIPS TO LODGING CONCEPTS													
MR-101.1-CG-K	King Bed Box @ Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$415.00	\$415.00	\$0.00	\$415.00
<i>Lead Time (wks):</i> 14 - 14													





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MR-101.2-CG-QU	Queen Bed Box @ Model Room	Fairmont Designs		2.00	0.00	2.00	0.00	2.00	ea	\$658.00	\$1,316.00	\$0.00	\$1,316.00
<i>Lead Time (wks):</i>		14 - 14											
MR-102.1-CG-K	Nightstands @ King Headboard	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	lot	\$625.00	\$625.00	\$0.00	\$625.00
<i>Lead Time (wks):</i>		14 - 14											
MR-102.2-CG-QU	Nightstands @ Queen Headboard	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$306.00	\$306.00	\$0.00	\$306.00
<i>Lead Time (wks):</i>		14 - 14											
MR-103-CG-K	Closet @ King Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$877.00	\$877.00	\$0.00	\$877.00
<i>Lead Time (wks):</i>		14 - 14											
MR-103-CG-QU	Closet @ Queen Model Room	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$1,055.00	\$1,055.00	\$0.00	\$1,055.00
<i>Lead Time (wks):</i>		14 - 14											
MR-104-CG-K	Luggage Bench @ King Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$598.00	\$598.00	\$0.00	\$598.00
<i>Lead Time (wks):</i>		14 - 14											
MR-104-CG-QU	Luggage Bench @ Queen Model Room	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$703.00	\$703.00	\$0.00	\$703.00
<i>Lead Time (wks):</i>		14 - 14											
MR-105-CG-K	Desk @ King Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$799.00	\$799.00	\$0.00	\$799.00
<i>Lead Time (wks):</i>		14 - 14											
MR-105-CG-QU	Desk @ Queen Model Room	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$745.00	\$745.00	\$0.00	\$745.00
<i>Lead Time (wks):</i>		14 - 14											
MR-106-CG	C-Table	HF Collection		2.00	0.00	2.00	0.00	2.00	ea	\$538.00	\$1,076.00	\$0.00	\$1,076.00
<i>Lead Time (wks):</i>		10 - 12											
MR-107-CG-K	Welcome Shelf @ King Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$48.00	\$48.00	\$0.00	\$48.00
<i>Lead Time (wks):</i>		14 - 14											
MR-107-CG-QU	Welcome Shelf @ Queen Model Room	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$98.00	\$98.00	\$0.00	\$98.00
<i>Lead Time (wks):</i>		14 - 14											



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MR-108-CG	Vanity @ King Model Room	Lodging Concepts Manufacturing		1.00	0.00	1.00	0.00	1.00	ea	\$595.00	\$595.00	\$0.00	\$595.00
<i>Lead Time (wks):</i> 14 - 14													
MR-108-CG-QU	Vanity@ Queen Model Room	Fairmont Designs		1.00	0.00	1.00	0.00	1.00	ea	\$398.00	\$398.00	\$0.00	\$398.00
<i>Lead Time (wks):</i> 14 - 14													
MR-109-CG	Dining Table @ Exterior	Out Design Group		2.00	0.00	2.00	0.00	2.00	ea	\$321.00	\$642.00	\$0.00	\$642.00
<i>Lead Time (wks):</i> 12 - 12													
MR-110-CG	Side Table @ Exterior	Out Design Group		2.00	0.00	2.00	0.00	2.00	ea	\$111.00	\$222.00	\$0.00	\$222.00
<i>Lead Time (wks):</i> 12 - 12													
MR-111-CG	Dining Table @ Kitchenette	Motivo Furniture		1.00	0.00	1.00	0.00	1.00	ea	\$984.00	\$984.00	\$0.00	\$984.00
MR-112A-CG	Coffee Table Alt. A @ Living Room	D Style Inc by Kimball Hospitality		3.00	0.00	3.00	0.00	3.00	ea	\$869.40	\$2,608.20	\$0.00	\$2,608.20
<i>Lead Time (wks):</i> 12 - 12													
MR-112B-CG	Coffee Table Alt. B @ Living Room	Arteriors		1.00	0.00	1.00	0.00	1.00	ea	\$899.00	\$899.00	\$0.00	\$899.00
<i>Lead Time (wks):</i> 2 - 4													
MR-112-CG	Coffee Table @ Living Area	D Style Inc by Kimball Hospitality		1.00	0.00	1.00	0.00	1.00	ea	\$1,471.05	\$1,471.05	\$0.00	\$1,471.05
<i>Lead Time (wks):</i> 12 - 12													
MR-113-CG	Side Table @ Living Area	D Style Inc by Kimball Hospitality		1.00	0.00	1.00	0.00	1.00	ea	\$1,075.20	\$1,075.20	\$0.00	\$1,075.20
<i>Lead Time (wks):</i> 12 - 12													
MR-114-CG	TV Console @ Living Area	Modloft		1.00	0.00	1.00	0.00	1.00	ea	\$1,000.50	\$1,000.50	\$0.00	\$1,000.50
<i>Lead Time (wks):</i> 2 - 4													
MR-200A-SGF	Fabric @ Lounge Chair	Carnegie Fabrics		3.00	0.00	3.00	0.00	3.00	yd	\$69.00	\$207.00	\$0.00	\$207.00
<i>Lead Time (wks):</i> 2 - 4													
MR-200B-SGF	Vinyl @ Lounge Chair Exterior	Justin David Textiles		3.00	0.00	3.00	0.00	3.00	yd	\$28.50	\$85.50	\$0.00	\$85.50
<i>Lead Time (wks):</i> 2 - 4													



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#### Model Room

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
MR-200C-SGF	Vinyl @ Lounge Chair Pillows	Valley Forge Fabrics Inc.		2.00	0.00	2.00	1.00	3.00	yd	\$34.98	\$104.94	\$0.00	\$104.94
<i>Lead Time (wks):</i> 2 - 4													
MR-200-SG	Lounge Chair	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00	ea	\$793.00	\$793.00	\$0.00	\$793.00
<i>Lead Time (wks):</i> 12 - 12													
MR-201A-SGF	Fabric @ Ottoman	Carnegie Fabrics		2.00	0.00	2.00	0.00	2.00	yd	\$28.00	\$56.00	\$0.00	\$56.00
<i>Lead Time (wks):</i> 2 - 4													
MR-201B-SGF	Vinyl @ Ottoman Platform	Valley Forge Fabrics Inc.		3.00	0.00	3.00	1.00	4.00	yd	\$34.98	\$139.92	\$0.00	\$139.92
<i>Lead Time (wks):</i> 2 - 4													
MR-201-SG	Ottoman @ Lounge Chair	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00	ea	\$593.00	\$593.00	\$0.00	\$593.00
<i>Lead Time (wks):</i> 12 - 12													
MR-202A-SGF	Vinyl @ Desk Chair Interior	Knoll Textiles		6.00	0.00	6.00	0.00	6.00	yd	\$28.50	\$171.00	\$0.00	\$171.00
<i>Lead Time (wks):</i> 2 - 4													
MR-202B-SGF	Fabric @ Desk Chair Exterior	United Fabrics		4.00	0.00	4.00	0.00	4.00	yd	\$27.45	\$109.80	\$0.00	\$109.80
<i>Lead Time (wks):</i> 2 - 4													
MR-202-SG	Task Chair @ Guestroom	Marquis Custom Hospitality Seating		2.00	0.00	2.00	0.00	2.00	ea	\$593.00	\$1,186.00	\$0.00	\$1,186.00
<i>Lead Time (wks):</i> 12 - 12													
MR-203-SG	Sofa @ Exterior	Out Design Group		1.00	0.00	1.00	0.00	1.00	ea	\$1,260.00	\$1,260.00	\$0.00	\$1,260.00
<i>Lead Time (wks):</i> 12 - 12													
MR-204-SG	Dining Chair @ Exterior	Design Form Furnishings		8.00	0.00	8.00	0.00	8.00	ea	\$256.00	\$2,048.00	\$0.00	\$2,048.00
<i>Lead Time (wks):</i> 12 - 12													
MR-205-SG	Lounge Chair @ Exterior	Out Design Group		2.00	0.00	2.00	0.00	2.00	ea	\$756.00	\$1,512.00	\$0.00	\$1,512.00
<i>Lead Time (wks):</i> 12 - 12													
MR-206A-SGF	Fabric @ Sleeper Sofa	Valley Forge Fabrics Inc.		20.00	0.00	20.00	1.00	21.00	yd	\$44.98	\$944.58	\$0.00	\$944.58
<i>Lead Time (wks):</i> 2 - 4													



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MR-206-SG	Sleeper Sofa @ Living Area	American Leather		1.00	0.00	1.00	0.00	1.00	ea	\$2,296.00	\$2,296.00	\$0.00	\$2,296.00
<i>Lead Time (wks):</i> 10 - 12													
MR-207-SG	Lounge Chair @ Living Area	Mitchell Gold + Bob Williams		1.00	0.00	1.00	0.00	1.00	ea	\$782.00	\$782.00	\$0.00	\$782.00
MR-208A-SGF	Vinyl @ Dining Chair	Justin David Textiles		10.00	0.00	10.00	0.00	10.00	yd	\$28.50	\$285.00	\$0.00	\$285.00
<i>Lead Time (wks):</i> 2 - 4													
MR-208-SG	Dining Chair @ Kitchenette & Dry Vanity	Design Form Furnishings		5.00	0.00	5.00	0.00	5.00	ea	\$398.00	\$1,990.00	\$0.00	\$1,990.00
<i>Lead Time (wks):</i> 12 - 12													
MR-400-LT-K	Table Lamp @ Desk	Challenger Lighting		1.00	0.00	1.00	0.00	1.00	ea	\$400.00	\$400.00	\$0.00	\$400.00
<i>Lead Time (wks):</i> 12 - 12													
MR-400-LT-Q	Table Lamp @ Desk @ Queen	Illuminations		1.00	0.00	1.00	0.00	1.00	ea	\$100.00	\$100.00	\$0.00	\$100.00
<i>Lead Time (wks):</i> 12 - 12													
MR-401-LT-K	Headboard Sconce	Challenger Lighting		2.00	0.00	2.00	0.00	2.00	ea	\$300.00	\$600.00	\$0.00	\$600.00
<i>Lead Time (wks):</i> 12 - 12													
MR-401-LT-Q	Headboard Sconce @ Queen	Illuminations		1.00	0.00	1.00	0.00	1.00	ea	\$100.00	\$100.00	\$0.00	\$100.00
<i>Lead Time (wks):</i> 12 - 12													
MR-402-LT-K	Floor Lamp @ Lounge Chair	Challenger Lighting		1.00	0.00	1.00	0.00	1.00	ea	\$550.00	\$550.00	\$0.00	\$550.00
<i>Lead Time (wks):</i> 12 - 12													
MR-403-LT-K	Reading Light @ Headboard	Challenger Lighting		2.00	0.00	2.00	0.00	2.00	ea	\$250.00	\$500.00	\$0.00	\$500.00
<i>Lead Time (wks):</i> 12 - 12													
MR-404-LT	Table Lamp @ Living Area Side Table	Crate & Barrel		1.00	0.00	1.00	0.00	1.00	ea	\$259.00	\$259.00	\$0.00	\$259.00
MR-405-LT	Floor Lamp @ Living Area	Zuo Modern		1.00	0.00	1.00	0.00	1.00	ea	\$175.50	\$175.50	\$0.00	\$175.50
<i>Lead Time (wks):</i> 4 - 4													
MR-500A-PWF	Fabric @ Sofa Accent Pillow 'A'	Anzea Textiles		1.00	0.00	1.00	0.00	1.00	yd	\$50.00	\$50.00	\$0.00	\$50.00
<i>Comments:</i> ALLOWANCE													



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MR-500-PW	Accent Pillow 'A' @ Sofa	Sabira Collection		1.00	0.00	1.00	0.00	1.00	ea	\$52.00	\$52.00	\$0.00	\$52.00
<i>Lead Time (wks):</i> 8 - 10													
MR-501A-PWF	Fabric @ Sofa Accent Pillow 'B'	Fabricut Contract		1.00	0.00	1.00	0.00	1.00	yd	\$50.00	\$50.00	\$0.00	\$50.00
<i>Comments:</i> ALLOWANCE													
MR-501-PW	Accent Pillow 'B' @ Sofa	Sabira Collection		1.00	0.00	1.00	0.00	1.00	ea	\$52.00	\$52.00	\$0.00	\$52.00
<i>Lead Time (wks):</i> 8 - 10													
MR-502A-PWF	Fabric @ Sofa Accent Pillow 'C'	P Kaufmann Contract		2.00	0.00	2.00	0.00	2.00	yd	\$40.00	\$80.00	\$0.00	\$80.00
<i>Comments:</i> ALLOWANCE													
MR-502-PW	Accent Pillow 'C' @ Sofa	Sabira Collection		1.00	0.00	1.00	0.00	1.00	ea	\$52.00	\$52.00	\$0.00	\$52.00
<i>Lead Time (wks):</i> 8 - 10													
MR-600,601-WT-K	Window Treatments	Eagle Contract Resources, LLC		1.00	0.00	1.00	0.00	1.00	lot	\$6,223.00	\$6,223.00	\$0.00	\$6,223.00
<i>Lead Time (wks):</i> 8 - 10 <i>Comments:</i> FINAL COSTS DEPENDENT ON FIELD MEASURE													
MR-600,601-WT-QU	Window Treatments - Queen Room	CDI- A Valley Forge Company		1.00	0.00	1.00	0.00	1.00	ea	\$2,634.78	\$2,634.78	\$0.00	\$2,634.78
<i>Lead Time (wks):</i> 10 - 10 <i>Comments:</i> FINAL COSTS DEPENDENT ON FIELD MEASURE													
MR-600A-WTF	Sheer @ Fixed Sheer Panel	Valley Forge Fabrics Inc.		10.00	0.00	10.00	1.00	11.00	yd	\$28.98	\$318.78	\$0.00	\$318.78
<i>Comments:</i> SHIPS TO CDI													
MR-600A-WTF	Sheer @ Fixed Sheer Panel	Valley Forge Fabrics Inc.		10.00	0.00	10.00	1.00	11.00	yd	\$28.98	\$318.78	\$0.00	\$318.78
<i>Comments:</i> SHIPS TO EAGLE													
MR-700-MR	Mirror @ Vanity	Majestic Mirror and Frame		3.00	0.00	3.00	0.00	3.00	ea	\$199.00	\$597.00	\$0.00	\$597.00
<i>Lead Time (wks):</i> 10 - 10													
MR-701-ART	Artwork @ Welcome Shelf	PI Fine Art		2.00	0.00	2.00	0.00	2.00	ea	\$128.00	\$256.00	\$0.00	\$256.00
<i>Lead Time (wks):</i> 10 - 10													
MR-702-ART	Artwork @ Toilet	PI Fine Art		2.00	0.00	2.00	0.00	2.00	ea	\$178.00	\$356.00	\$0.00	\$356.00
<i>Lead Time (wks):</i> 10 - 10													



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MR-703-ART	Artwork @ Living Room Sofa	PI Fine Art		1.00	0.00	1.00	0.00	1.00	ea	\$333.00	\$333.00	\$0.00	\$333.00
<i>Lead Time (wks):</i> 10 - 10													
MR-704-ART	Artwork @ Corridor	PI Fine Art		1.00	0.00	1.00	0.00	1.00	ea	\$421.00	\$421.00	\$0.00	\$421.00
<i>Lead Time (wks):</i> 10 - 10													
MR-800-AC	Umbrella @ Exterior	Tropitone Furniture Co Inc		2.00	0.00	2.00	0.00	2.00	ea	\$600.98	\$1,201.96	\$0.00	\$1,201.96
<i>Lead Time (wks):</i> 10 - 10													
MR-801-AC	Planter @ Exterior	Vondom		5.00	0.00	5.00	0.00	5.00	ea	\$207.00	\$1,035.00	\$0.00	\$1,035.00
<i>Lead Time (wks):</i> 10 - 10													
WC-01	Wallcovering @ Corridor Door Drop	Koroseal Hospitality Network		30.00	0.00	30.00	0.00	30.00	yd	\$16.95	\$508.50	\$0.00	\$508.50
<i>Lead Time (wks):</i> 4 - 6 <i>Comments:</i> 30YD MINIMUM													
WC-02	Graphic Wallcovering @ Headboard Wall	PI Fine Art		1.00	0.00	1.00	0.00	1.00	ea	\$1,443.00	\$1,443.00	\$0.00	\$1,443.00
<i>Lead Time (wks):</i> 10 - 10 <i>Comments:</i> QUANTITY ESTIMATED BY BW @ 180SF; MUST BE FIELD VERIFIED BY GC													
WC-04	Accent Vinyl Wallcovering @ Guestroom & Bathroom	National Wallcovering Inc		40.00	0.00	40.00	0.00	40.00	yd	\$10.35	\$414.00	\$0.00	\$414.00
<i>Lead Time (wks):</i> 4 - 6													

**Total for Model Room (Model Room)** \$57,041.39      \$0.00      \$57,041.39

#### Z-Freight

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
No Items													

**Total for Z-Freight (Freight)** \$0.00      \$0.00      \$0.00

#### SUMMARY

**To Be Committed      Committed      Total Forecast**



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### Project Forecast

Subtotal for Model Room (Model Room)	\$57,041.39	\$0.00	\$57,041.39
<b>Subtotal, Model Room</b>	<b>\$57,041.39</b>	<b>\$0.00</b>	<b>\$57,041.39</b>
Subtotal for Z-Freight (Freight)	\$0.00	\$0.00	\$0.00
<b>Subtotal, Freight</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>MERCHANDISE TOTALS, ALL AREAS</b>	<b>\$57,041.39</b>	<b>\$0.00</b>	<b>\$57,041.39</b>
		Tax Rate, 0.0%:	\$0.00
		Freight From Vietnam & China(Fairmont & LC):	\$14,000.00
		Estimated Inland Freight, 12.0%:	\$6,844.97
		Estimated Warehousing:	\$5,000.00
		Total Freight:	\$0.00
		Total Warehousing:	\$0.00
		<b>GRAND TOTAL FORECAST:</b>	<b>\$82,886.36</b>



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Project Name: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Dated: 20-May-2020

### Project Forecast

#### Guestrooms

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
CP-03	Area Rug @ Living Room	Lapama Rugs		2.00	0.00	2.00	0.00	2.00	syd	\$2,111.30	\$4,222.60	\$0.00	\$4,222.60
DL-01	Sconce @ Corridor	illumination Lighting		100.00	0.00	100.00	0.00	100.00	ea	\$42.97	\$4,297.00	\$0.00	\$4,297.00
<b>Lead Time (wks):</b> 14 - 16		<b>Comments:</b> QUANTITY ESTIMATED BY BW; MUST BE CONFIRMED											
DL-02	Pendant @ Kitchenette	Zuo Modern		2.00	0.00	2.00	0.00	2.00	ea	\$112.50	\$225.00	\$0.00	\$225.00
DL-03	Ceiling Mounted Fixture @ Guestrooms	Shades of Light		148.00	2.00	150.00	0.00	150.00	ea	\$158.00	\$23,700.00	\$0.00	\$23,700.00
		<b>Comments:</b> QUANTITY ESTIMATED BY BW; MUST BE CONFIRMED											
MR-100.1-CG	King Headboard	Fairmont Designs		60.00	1.00	61.00	0.00	61.00	ea	\$323.00	\$19,703.00	\$0.00	\$19,703.00
<b>Lead Time (wks):</b> 14 - 16													
MR-100.2-CG	Queen Headboards	Fairmont Designs		176.00	2.00	178.00	0.00	178.00	ea	\$308.00	\$54,824.00	\$0.00	\$54,824.00
<b>Lead Time (wks):</b> 14 - 16													
MR-100A-CGF	Vinyl @ Headboard	Vescom US (Koroseal)		590.00	30.00	620.00	62.00	682.00	yd	\$19.95	\$13,605.90	\$0.00	\$13,605.90
		<b>Comments:</b> 2.5YDS PER HB											
MR-100B-CGF	Vinyl @ Headboard Straps	Knoll Textiles		60.00	0.00	60.00	0.00	60.00	yd	\$28.50	\$1,710.00	\$0.00	\$1,710.00
MR-101.1-CG	King Bed Box	Fairmont Designs		60.00	1.00	61.00	0.00	61.00	ea	\$698.00	\$42,578.00	\$0.00	\$42,578.00
<b>Lead Time (wks):</b> 14 - 16													
MR-101.2-CG	Queen Bed Box	Fairmont Designs		176.00	2.00	178.00	0.00	178.00	ea	\$658.00	\$117,124.00	\$0.00	\$117,124.00
<b>Lead Time (wks):</b> 14 - 16													
MR-102.1-CG	Nightstands @ King Headboard (Left)	Fairmont Designs		60.00	1.00	61.00	0.00	61.00	ea	\$372.00	\$22,692.00	\$0.00	\$22,692.00
<b>Lead Time (wks):</b> 14 - 16													
MR-102.1-CG R	Nightstands @ King Headboard (Right)	Fairmont Designs		60.00	1.00	61.00	0.00	61.00	ea	\$336.00	\$20,496.00	\$0.00	\$20,496.00
<b>Lead Time (wks):</b> 14 - 16													
MR-102.2-CG	Nightstands @ Queen Headboard	Fairmont Designs		88.00	2.00	90.00	0.00	90.00	ea	\$356.00	\$32,040.00	\$0.00	\$32,040.00
<b>Lead Time (wks):</b> 14 - 16													





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Project Name: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Dated: 20-May-2020

### Project Forecast

#### Guestrooms

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
MR-103-CG	Closet	Fairmont Designs		148.00	0.00	148.00	0.00	148.00	ea	\$1,055.00	\$156,140.00	\$0.00	\$156,140.00
<i>Lead Time (wks):</i> 14 - 16													
MR-104-CG	Luggage Bench	Fairmont Designs		122.00	1.00	123.00	0.00	123.00	ea	\$703.00	\$86,469.00	\$0.00	\$86,469.00
<i>Lead Time (wks):</i> 14 - 16													
MR-105-CG	Desk	Fairmont Designs		148.00	1.00	149.00	0.00	149.00	ea	\$745.00	\$111,005.00	\$0.00	\$111,005.00
<i>Lead Time (wks):</i> 14 - 16													
MR-106-CG	C-Table	HF Collection		148.00	2.00	150.00	0.00	150.00	ea	\$269.00	\$40,350.00	\$0.00	\$40,350.00
MR-107-CG	Welcome Shelf	Fairmont Designs		148.00	2.00	150.00	0.00	150.00	ea	\$98.00	\$14,700.00	\$0.00	\$14,700.00
<i>Lead Time (wks):</i> 14 - 16													
MR-108-CG	Vanity	Fairmont Designs		148.00	0.00	148.00	0.00	148.00	ea	\$591.00	\$87,468.00	\$0.00	\$87,468.00
<i>Lead Time (wks):</i> 14 - 16													
MR-109-CG	Dining Table @ Exterior	Out Design Group		22.00	0.00	22.00	0.00	22.00	ea	\$321.00	\$7,062.00	\$0.00	\$7,062.00
MR-110-CG	Side Table @ Exterior	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$111.00	\$444.00	\$0.00	\$444.00
MR-111-CG	Dining Table @ Kitchenette	Motivo Furniture		4.00	0.00	4.00	0.00	4.00	ea	\$886.00	\$3,544.00	\$0.00	\$3,544.00
MR-112B-CG	Coffee Table	Arteriors		2.00	0.00	2.00	0.00	2.00	ea	\$899.00	\$1,798.00	\$0.00	\$1,798.00
MR-113-CG	Side Table @ Living Area	D Style Inc by Kimball Hospitality		2.00	0.00	2.00	0.00	2.00	ea	\$1,075.20	\$2,150.40	\$0.00	\$2,150.40
MR-114-CG	TV Console @ Living Area	Modloft		2.00	0.00	2.00	0.00	2.00	ea	\$1,000.50	\$2,001.00	\$0.00	\$2,001.00
MR-115	Dining Table @ Suites	TBD		2.00	0.00	2.00	0.00	2.00	ea	\$1,250.00	\$2,500.00	\$0.00	\$2,500.00
<i>Comments:</i> ALLOWANCE; SPEC TBD													
MR-200A-SGF	Fabric @ Lounge Chair Back Cushion	Carnegie Fabrics		368.00	20.00	388.00	39.00	427.00	yd	\$51.75	\$22,097.25	\$0.00	\$22,097.25
<i>Comments:</i> 2.5 YDS EA-; LESS COST OPTION AVAILABLE @ \$21.00													
MR-200B-SGF	Vinyl @ Lounge Chair Exterior	Justin David Textiles		368.00	20.00	388.00	39.00	427.00	yd	\$28.50	\$12,169.50	\$0.00	\$12,169.50
<i>Comments:</i> 2.5 YDS EA													
MR-200C-SGF	Vinyl @ Lounge Chair Pillows	Valley Forge Fabrics Inc.		221.00	10.00	231.00	24.00	255.00	yd	\$15.98	\$4,074.90	\$0.00	\$4,074.90
<i>Comments:</i> 1.5YDS PER CHAIR FOR 2; RE-CONFIRM PRICE DUE TO LOW QUANTITY													
MR-200-SG	Lounge Chair	Marquis Custom Hospitality Seating		146.00	1.00	147.00	0.00	147.00	ea	\$404.00	\$59,388.00	\$0.00	\$59,388.00
<i>Lead Time (wks):</i> 12 - 12													



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Project Name: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Dated: 20-May-2020

### Project Forecast

#### Guestrooms

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
MR-201A-SGF	Fabric @ Ottoman Sides	Carnegie Fabrics		186.00	20.00	206.00	21.00	227.00 yd	\$51.75	\$11,747.25	\$0.00	\$11,747.25
<i>Comments:</i> 2 YDS EA; LESS COST OPTION AVAILABLE @ \$21.00												
MR-201B-SGF	Vinyl @ Ottoman Platform	Valley Forge Fabrics Inc.		94.00	10.00	104.00	11.00	115.00 yd	\$15.98	\$1,837.70	\$0.00	\$1,837.70
<i>Comments:</i> RE-CONFIRM PRICE DUE TO LOW QUANTITY												
MR-201-SG	Ottoman @ Lounge Chair	Marquis Custom Hospitality Seating		94.00	1.00	95.00	0.00	95.00 ea	\$304.00	\$28,880.00	\$0.00	\$28,880.00
<i>Lead Time (wks):</i> 12 - 12												
MR-202A-SGF	Vinyl @ Desk Chair Interior	Knoll Textiles		300.00	20.00	320.00	32.00	352.00 yd	\$28.50	\$10,032.00	\$0.00	\$10,032.00
<i>Comments:</i> 2YDS EA												
MR-202B-SGF	Fabric @ Desk Chair Exterior	United Fabrics		150.00	10.00	160.00	16.00	176.00 yd	\$27.45	\$4,831.20	\$0.00	\$4,831.20
<i>Comments:</i> 1 YD EA												
MR-202-SG	Task Chair @ Guestroom	Marquis Custom Hospitality Seating		148.00	2.00	150.00	0.00	150.00 ea	\$304.00	\$45,600.00	\$0.00	\$45,600.00
<i>Lead Time (wks):</i> 12 - 12												
MR-203-SG	Sofa @ Exterior	Out Design Group		2.00	0.00	2.00	0.00	2.00 ea	\$1,260.00	\$2,520.00	\$0.00	\$2,520.00
MR-204-SG	Dining Chair @ Exterior	Design Form Furnishings		16.00	0.00	16.00	0.00	16.00 ea	\$256.00	\$4,096.00	\$0.00	\$4,096.00
MR-205-SG	Lounge Chair @ Exterior	Out Design Group		4.00	0.00	4.00	0.00	4.00 ea	\$756.00	\$3,024.00	\$0.00	\$3,024.00
MR-206A-SGF	Fabric @ Sleeper Sofa	Valley Forge Fabrics Inc.		40.00	0.00	40.00	2.00	42.00 yd	\$44.98	\$1,889.16	\$0.00	\$1,889.16
<i>Comments:</i> 20YDS EA												
MR-206-SG	Sleeper Sofa @ Living Area	American Leather		2.00	0.00	2.00	0.00	2.00 ea	\$2,296.00	\$4,592.00	\$0.00	\$4,592.00
MR-207-SG	Lounge Chair @ Living Area	Mitchell Gold + Bob Williams		2.00	0.00	2.00	0.00	2.00 ea	\$782.00	\$1,564.00	\$0.00	\$1,564.00
MR-208A-SGF	Vinyl @ Dining Chair	Justin David Textiles		10.00	0.00	10.00	0.00	10.00 yd	\$28.50	\$285.00	\$0.00	\$285.00
<i>Comments:</i> 2YDS EA												
MR-208-SG	Dining Chair @ Kitchenette & Dry Vanity	Design Form Furnishings		2.00	0.00	2.00	0.00	2.00 ea	\$457.70	\$915.40	\$0.00	\$915.40
MR-400-LT	Table Lamp @ Desk	Illumination Lighting		148.00	2.00	150.00	0.00	150.00 ea	\$49.58	\$7,437.00	\$0.00	\$7,437.00
<i>Lead Time (wks):</i> 14 - 16												



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 Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Dated: 20-May-2020

### Project Forecast

#### Guestrooms

Spec #	Description	Supplier	PO #	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
MR-401-LT	Headboard Sconce	illumination Lighting		148.00	2.00	150.00	0.00	150.00	ea	\$41.87	\$6,280.50	\$0.00	\$6,280.50
<i>Lead Time (wks):</i> 14 - 16													
MR-402-LT	Floor Lamp @ Lounge Chair	illumination Lighting		208.00	4.00	212.00	0.00	212.00	ea	\$120.10	\$25,461.20	\$0.00	\$25,461.20
<i>Lead Time (wks):</i> 14 - 16													
MR-403-LT	Reading Light @ Headboard	illumination Lighting		2.00	0.00	2.00	0.00	2.00	ea	\$61.70	\$123.40	\$0.00	\$123.40
<i>Lead Time (wks):</i> 14 - 16													
MR-404-LT	Table Lamp @ Living Area Side Table	West Elm		4.00	0.00	4.00	0.00	4.00	ea	\$156.75	\$627.00	\$0.00	\$627.00
MR-405-LT	Floor Lamp @ Living Area	Zuo Modern		2.00	0.00	2.00	0.00	2.00	ea	\$175.50	\$351.00	\$0.00	\$351.00
MR-500A-PWF	Fabric @ Sofa Accent Pillow 'A'	Anzea Textiles		2.00	0.00	2.00	0.00	2.00	yd	\$50.00	\$100.00	\$0.00	\$100.00
<i>Comments:</i> ALLOWANCE													
MR-500-PW	Accent Pillow 'A' @ Sofa	Sabira Collection		2.00	0.00	2.00	0.00	2.00	ea	\$52.00	\$104.00	\$0.00	\$104.00
MR-501A-PWF	Fabric @ Sofa Accent Pillow 'B'	Fabricut Contract		2.00	0.00	2.00	0.00	2.00	yd	\$50.00	\$100.00	\$0.00	\$100.00
<i>Comments:</i> ALLOWANCE													
MR-501-PW	Accent Pillow 'B' @ Sofa	Sabira Collection		2.00	0.00	2.00	0.00	2.00	ea	\$52.00	\$104.00	\$0.00	\$104.00
MR-502A-PWF	Fabric @ Sofa Accent Pillow 'C'	P Kaufmann Contract		2.00	0.00	2.00	0.00	2.00	yd	\$50.00	\$100.00	\$0.00	\$100.00
<i>Comments:</i> ALLOWANCE													
MR-502-PW	Accent Pillow 'C' @ Sofa	Sabira Collection		2.00	0.00	2.00	0.00	2.00	ea	\$52.00	\$104.00	\$0.00	\$104.00
MR-600A-WTF	Sheer @ Fixed Sheer Panel	CDI- A Valley Forge Company		1,480.00	0.00	1,480.00	148.00	1,628.00	yd	\$13.98	\$22,759.44	\$0.00	\$22,759.44
<i>Lead Time (wks):</i> 12 - 12													
MR-600-WT	Fixed Sheer Panel @ Window	CDI- A Valley Forge Company		294.00	0.00	294.00	0.00	294.00	ea	\$150.94	\$44,376.36	\$0.00	\$44,376.36
<i>Lead Time (wks):</i> 12 - 12 <i>Comments:</i> SPECIFICATION MUST BE CLARIFIED; SUBJECT TO FIELD MEASURE													
MR-601A-WTF	Fabric @ Roller Shade	CDI- A Valley Forge Company		0.00	0.00	0.00	0.00	0.00	yd	\$0.00	\$0.00	\$0.00	\$0.00
<i>Lead Time (wks):</i> 12 - 12 <i>Comments:</i> FABRIC COST INCLUDED WITH FABRICATION													



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 Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
 Dated: 20-May-2020

### Project Forecast

#### Guestrooms

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
MR-601-W (Door)	Roller Shade @ Door	CDI- A Valley Forge Company		148.00	0.00	148.00	0.00	148.00 ea	\$312.96	\$46,318.08	\$0.00	\$46,318.08
<i>Lead Time (wks):</i> 12 - 12				<i>Comments:</i> SPECIFICATION MUST BE CLARIFIED; SUBJECT TO FIELD MEASURE								
MR-601-W (Window)	Roller Shade @ Window	CDI- A Valley Forge Company		296.00	0.00	296.00	0.00	296.00 ea	\$253.96	\$75,172.16	\$0.00	\$75,172.16
<i>Lead Time (wks):</i> 12 - 12				<i>Comments:</i> SPECIFICATION MUST BE CLARIFIED; SUBJECT TO FIELD MEASURE								
MR-700-MR	Mirror @ Vanity	Majestic Mirror and Frame		150.00	3.00	153.00	0.00	153.00 ea	\$180.13	\$27,559.89	\$0.00	\$27,559.89
<i>Lead Time (wks):</i> 14 - 16												
MR-701-ART	Artwork @ Welcome Shelf	PI Fine Art		148.00	2.00	150.00	0.00	150.00 ea	\$51.00	\$7,650.00	\$0.00	\$7,650.00
MR-702-ART	Artwork @ Toilet	PI Fine Art		148.00	2.00	150.00	0.00	150.00 ea	\$71.00	\$10,650.00	\$0.00	\$10,650.00
MR-703-ART	Artwork @ Living Room Sofa	PI Fine Art		2.00	0.00	2.00	0.00	2.00 ea	\$133.00	\$266.00	\$0.00	\$266.00
MR-704-ART	Artwork @ Corridor	PI Fine Art		2.00	0.00	2.00	0.00	2.00 ea	\$421.00	\$842.00	\$0.00	\$842.00
MR-800-AC	Umbrella @ Exterior	Tropitone Furniture Co Inc		4.00	0.00	4.00	0.00	4.00 ea	\$600.98	\$2,403.92	\$0.00	\$2,403.92
MR-801-AC	Planter @ Exterior	Vondom		10.00	0.00	10.00	0.00	10.00 ea	\$1,035.00	\$10,350.00	\$0.00	\$10,350.00
WC-01	Wallcovering @ Corridor Door Drop	ARTE		1,700.00	60.00	1,760.00	176.00	1,936.00 yd	\$12.95	\$25,071.20	\$0.00	\$25,071.20
WC-02	Graphic Wallcovering @ Headboard Wall	PI Fine Art		148.00	0.00	148.00	0.00	148.00 ea	\$577.00	\$85,396.00	\$0.00	\$85,396.00
<i>Comments:</i> QUANTITY ESTIMATED BY BW; SF TBD BY FIELD MEASURE												
WC-04	Accent Vinyl Wallcovering @ Guestroom & Bathroom	National Wallcovering Inc		4,500.00	1,210.00	5,710.00	571.00	6,281.00 yd	\$7.99	\$50,185.19	\$0.00	\$50,185.19

**Total for Guestrooms (Guestrooms)** **\$1,542,284.60** **\$0.00** **\$1,542,284.60**

SUMMARY	To Be Committed	Committed	Total Forecast
Subtotal for Guestrooms (Guestrooms)	\$1,542,284.60	\$0.00	\$1,542,284.60
<b>Subtotal, Guestrooms</b>	<b>\$1,542,284.60</b>	<b>\$0.00</b>	<b>\$1,542,284.60</b>



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Project Name: DELTA MIDWEST CITY PRELIMINARY ROOMS  
Project Number: DELTA MIDWEST CITY PRELIMINARY ROOMS  
Dated: 20-May-2020

### Project Forecast

MERCHANDISE TOTALS, ALL AREAS

\$1,542,284.60

\$0.00

\$1,542,284.60

~~Tax Rate, 9.10%: \$140,347.90~~

Estimated FFE Installation, 5.0%: \$77,114.23

Estimated Freight, 8.0%: \$123,382.77

Warehousing, 5.0%: \$77,114.23

Total Freight: \$0.00

Total Warehousing: \$0.00

**GRAND TOTAL FORECAST: ~~\$1,960,243.73~~**

**\$1,819,895.83**



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Project Name: DELTA MIDWEST CITY PUBLIC AREAS  
 Project Number: 6469  
 Dated: 01-Jun-2020

### Project Forecast

#### Courtyard

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
CY-100-CG	DINING TABLE @ COURTYARD	Out Design Group		10.00	0.00	10.00	0.00	10.00	ea	\$321.00	\$3,210.00	\$0.00	\$3,210.00
<i>Lead Time (wks):</i> 16 - 18													
CY-101-CG	COFFEE TABLE @ COURTYARD	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$282.00	\$1,128.00	\$0.00	\$1,128.00
<i>Lead Time (wks):</i> 16 - 18													
CY-102-CG	SIDE TABLE @ COURTYARD	Made Goods		4.00	0.00	4.00	0.00	4.00	ea	\$375.00	\$1,500.00	\$0.00	\$1,500.00
CY-104-CG	CORNER TABLE @ COURTYARD	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$345.00	\$1,380.00	\$0.00	\$1,380.00
<i>Lead Time (wks):</i> 16 - 18													
CY-200-SG	DINING CHAIR @ COURTYARD	Vincent Sheppard		28.00	0.00	28.00	0.00	28.00	ea	\$311.00	\$8,708.00	\$0.00	\$8,708.00
<i>Lead Time (wks):</i> 6 - 6													
CY-201-SG	LOUNGE CHAIR @ COURTYARD	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$465.00	\$1,860.00	\$0.00	\$1,860.00
<i>Lead Time (wks):</i> 16 - 18													
CY-202.2-SG	LEFT SOFA @ COURTYARD	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$1,855.00	\$7,420.00	\$0.00	\$7,420.00
<i>Lead Time (wks):</i> 16 - 18													
CY-202A-SG	RIGHT SOFA @ COURTYARD	Out Design Group		4.00	0.00	4.00	0.00	4.00	ea	\$1,855.00	\$7,420.00	\$0.00	\$7,420.00
<i>Lead Time (wks):</i> 16 - 18													
CY-203-SG	ROCKING CHAIR @ COURTYARD	Out Design Group		5.00	0.00	5.00	0.00	5.00	ea	\$443.00	\$2,215.00	\$0.00	\$2,215.00
<i>Lead Time (wks):</i> 16 - 18													
CY-800-AC	SQUARE PLANTER @ COURTYARD	Vondom		6.00	0.00	6.00	0.00	6.00	ea	\$111.00	\$666.00	\$0.00	\$666.00
<i>Lead Time (wks):</i> 5 - 7													
CY-801-AC	RECTANGULAR PLANTER @ COURTYARD	Vondom		4.00	0.00	4.00	0.00	4.00	ea	\$462.00	\$1,848.00	\$0.00	\$1,848.00
<i>Lead Time (wks):</i> 5 - 7													



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Project Name: DELTA MIDWEST CITY PUBLIC AREAS  
 Project Number: 6469  
 Dated: 01-Jun-2020

### Project Forecast

#### Courtyard

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty U/M	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
LB-300/301-AR-TARIFF	TARIFF SURCHARGE	PierPoint		1.00	0.00	1.00	0.00	1.00 ea	\$543.72	\$543.72	\$0.00	\$543.72
<i>Lead Time (wks):</i> 8 - 12												
RS-201/209-SG-PALLETIZATION FEE	Palletization Fee	Sandler Seating Inc		1.00	0.00	1.00	0.00	1.00 ea	\$25.00	\$25.00	\$0.00	\$25.00
<i>Lead Time (wks):</i> 10 - 12												
RS-211.1/211.2-SG-CRATING	CRATING CHARGE	Corn Upholstery Co., Inc.		1.00	0.00	1.00	0.00	1.00 lct	\$861.00	\$861.00	\$0.00	\$861.00
<i>Lead Time (wks):</i> 7 - 10												

**Total for Courtyard (Public Areas)**

**\$38,784.72      \$0.00      \$38,784.72**

#### Fitness & Pool

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty U/M	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
FT-100-CG	MAGAZINE RACK @ FITNESS CENTER	TBD		1.00	0.00	1.00	0.00	1.00 ea	\$750.00	\$750.00	\$0.00	\$750.00
<i>Comments:</i> ALLOWANCE; SPEC TBD												
PL-400-LT	PENDANT @ POOL	Circa Lighting		6.00	0.00	6.00	0.00	6.00 ea	\$442.50	\$2,655.00	\$0.00	\$2,655.00
WC-104	WALLCOVERING @ FITNESS CENTER	MDC Wallcovering		90.00	0.00	90.00	0.00	90.00 yd	\$23.95	\$2,155.50	\$0.00	\$2,155.50
<i>Lead Time (wks):</i> 4 - 5												
WC-105	CUSTOM WALLCOVERING @ FITNESS	PI Fine Art		1.00	0.00	1.00	0.00	1.00 ea	\$1,355.00	\$1,355.00	\$0.00	\$1,355.00

**Total for Fitness & Pool (Public Areas)**

**\$6,915.50      \$0.00      \$6,915.50**



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### Project Forecast

#### Flex Room

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
DL-04	CEILING FIXTURE @ FLEX ROOM	Sapphire Chandelier		1.00	0.00	1.00	0.00	1.00	ea	\$2,866.00	\$2,866.00	\$0.00	\$2,866.00
WC-102	WALLCOVERING @ BREAKFAST & FLEX ROOM ACCENT WALL	Momentum Group		40.00	0.00	40.00	0.00	40.00	yd	\$9.53	\$381.20	\$0.00	\$381.20

**Total for Flex Room (Public Areas)** **\$3,247.20** **\$0.00** **\$3,247.20**

#### Lobby

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
DL-01	CEILING FIXTURE @ LOBBY	Sapphire Chandelier		1.00	0.00	1.00	0.00	1.00	ea	\$2,993.00	\$2,993.00	\$0.00	\$2,993.00
DL-01/04/08-CARTONING	CARTONING CHARGE	Sapphire Chandelier		1.00	0.00	1.00	0.00	1.00	lot	\$990.00	\$990.00	\$0.00	\$990.00
DL-05	CEILING FIXTURE @ PUBLIC CORRIDOR	Shades of Light		8.00	0.00	8.00	0.00	8.00	ea	\$70.00	\$560.00	\$0.00	\$560.00
DL-07	CEILING FIXTURE @ ELEVATOR LOBBY	TBD		4.00	0.00	4.00	0.00	4.00	ea	\$500.00	\$2,000.00	\$0.00	\$2,000.00
<i>Comments:</i> ALLOWANCE; SPEC TBD													
DL-08	CEILING FIXTURE @ ELITE PANTRY	Sapphire Chandelier		2.00	0.00	2.00	0.00	2.00	lot	\$2,600.00	\$5,200.00	\$0.00	\$5,200.00
EL-100-CG	CREDENZA @ ELEVATOR LOBBY	TBD		4.00	0.00	4.00	0.00	4.00	ea	\$1,500.00	\$6,000.00	\$0.00	\$6,000.00
<i>Comments:</i> ALLOWANCE; SPEC TBD													
EL-400-LT	TABLE LAMP @ ELEVATOR LOBBY	TBD		8.00	0.00	8.00	0.00	8.00	ea	\$400.00	\$3,200.00	\$0.00	\$3,200.00
<i>Comments:</i> ALLOWANCE; SPEC TBD													
EL-700-MR	WALL MIRROR @ ELEVATOR LOBBY	TBD		4.00	0.00	4.00	0.00	4.00	ea	\$350.00	\$1,400.00	\$0.00	\$1,400.00
<i>Comments:</i> ALLOWANCE; SPEC TBD													
LB-100A-CG	COFFEE TABLE 1A @ LOBBY	Hickory White		1.00	0.00	1.00	0.00	1.00	ea	\$787.50	\$787.50	\$0.00	\$787.50
<i>Lead Time (wks):</i> 6 - 8													
LB-100B-CG	COFFEE TABLE 1B @ LOBBY	Hickory White		1.00	0.00	1.00	0.00	1.00	ea	\$787.50	\$787.50	\$0.00	\$787.50
<i>Lead Time (wks):</i> 6 - 8													





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### Project Forecast

#### Lobby

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
LB-100C-CG	COFFEE TABLE 1C @ LOBBY	Hickory White		1.00	0.00	1.00	0.00	1.00 ea	\$787.50	\$787.50	\$0.00	\$787.50
<i>Lead Time (wks):</i> 6 - 8												
LB-101-CG	SIDE TABLE 1 @ LOBBY	Made Goods		3.00	0.00	3.00	0.00	3.00 ea	\$1,680.00	\$5,040.00	\$0.00	\$5,040.00
LB-102-CG	GUEST WORK STATION @ LOBBY	TBD		1.00	0.00	1.00	0.00	1.00 ea	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
<i>Comments:</i> ALLOWANCE; SPEC TBD												
LB-103-CG	CREDENZA @ LOBBY	Shawn Austin Contract Furnishings		1.00	0.00	1.00	0.00	1.00 ea	\$3,815.00	\$3,815.00	\$0.00	\$3,815.00
<i>Lead Time (wks):</i> 18 - 20												
LB-104-CG	SIDE TABLE 2 @ LOBBY	Made Goods		1.00	0.00	1.00	0.00	1.00 ea	\$420.00	\$420.00	\$0.00	\$420.00
LB-105-CG	C-TABLES @ LOBBY	TBD		5.00	0.00	5.00	0.00	5.00 ea	\$450.00	\$2,250.00	\$0.00	\$2,250.00
<i>Comments:</i> ALLOWANCE; SPEC TBD												
LB-106-CG	COFFEE TABLE 2 @ LOBBY	Global Views		1.00	0.00	1.00	0.00	1.00 lot	\$799.00	\$799.00	\$0.00	\$799.00
<i>Comments:</i> 5/12; ITEM DISCONTINUED, ONLY 10 LEFT IN STOCK												
LB-200A-SGF	FABRIC @ LOBBY SECTIONAL 1	Sekers Fabrics Ltd.		30.00	0.00	30.00	0.00	30.00 yd	\$42.78	\$1,283.40	\$0.00	\$1,283.40
<i>Comments:</i> 5/15; FREIGHT TBD, 5/18; QTY CONFIRMED												
LB-200-SG	SECTIONAL 1 @ LOBBY	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00 ea	\$4,065.00	\$4,065.00	\$0.00	\$4,065.00
<i>Lead Time (wks):</i> 12 - 14												
LB-201A-SGF	FABRIC @ LOBBY LOUNGE CHAIR 1	Valley Forge Fabrics Inc.		10.00	0.00	10.00	1.00	11.00 yd	\$22.98	\$252.78	\$0.00	\$252.78
<i>Lead Time (wks):</i> 6 - 8 <i>Comments:</i> 5/18; QTY CONFIRMED, SHIP TO UHS												
LB-201-SG	LOUNGE CHAIR 1 @ LOBBY	UHS UK		2.00	0.00	2.00	0.00	2.00 ea	\$2,593.33	\$5,186.66	\$0.00	\$5,186.66
<i>Lead Time (wks):</i> 13 - 13												
LB-202A-SGF	FABRIC @ LOBBY OTTOMAN	Pollack & Associates		15.00	0.00	15.00	0.00	15.00 yd	\$36.00	\$540.00	\$0.00	\$540.00
<i>Comments:</i> 5/18; QTY CONFIRMED												
LB-202-SG	OTTOMAN @ LOBBY	Marquis Custom Hospitality Seating		4.00	0.00	4.00	0.00	4.00 ea	\$607.00	\$2,428.00	\$0.00	\$2,428.00
<i>Lead Time (wks):</i> 12 - 14												



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 Project Number: 6469  
 Dated: 01-Jun-2020

### Project Forecast

#### Lobby

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
LB-203A-SGF	LEATHER @ LOBBY BENCH	Carroll Leather		75.00	0.00	75.00	0.00	75.00 sft	\$6.30	\$472.50	\$0.00	\$472.50
<i>Comments:</i> 5/18; QTY CONFIRMED, SHIP TO MARQUIS												
LB-203-SG	BENCH @ LOBBY	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00 ea	\$920.00	\$920.00	\$0.00	\$920.00
<i>Lead Time (wks):</i> 12 - 14												
LB-204A-SGF	FABRIC @ LOBBY LOUNGE CHAIR 2	Valley Forge Fabrics Inc.		17.00	0.00	17.00	1.00	18.00 yd	\$22.98	\$413.64	\$0.00	\$413.64
<i>Lead Time (wks):</i> 6 - 8 <i>Comments:</i> 5/18; QTY CONFIRMED, SHIP TO MARQUIS												
LB-204-SG	LOUNGE CHAIR 2 @ LOBBY	Marquis Custom Hospitality Seating		2.00	0.00	2.00	0.00	2.00 ea	\$936.00	\$1,872.00	\$0.00	\$1,872.00
<i>Lead Time (wks):</i> 12 - 14												
LB-205A-SGF	FABRIC @ LOBBY SECTIONAL 2	Sekers Fabrics Ltd.		31.00	0.00	31.00	0.00	31.00 yd	\$42.78	\$1,326.18	\$0.00	\$1,326.18
<i>Comments:</i> 5/15; FREIGHT TBD, 5/18; QTY CONFIRMED												
LB-205B-PWF	FABRIC @ ACCENT PILLOW 1 @ LOBBY SECTIONAL 2	Opuzen Design		4.00	0.00	4.00	0.00	4.00 yd	\$30.00	\$120.00	\$0.00	\$120.00
<i>Comments:</i> 5/18; QTY CONFIRMED, SHIP TO MARQUIS												
LB-205C-PWF	FABRIC @ ACCENT PILLOW 2 @ LOBBY SECTIONAL 2	P Kaufmann Contract		4.00	0.00	4.00	1.00	5.00 yd	\$23.95	\$119.75	\$0.00	\$119.75
<i>Comments:</i> 5/18; QTY CONFIRMED, SHIP TO MARQUIS												
LB-205-SG	SECTIONAL 2 @ LOBBY	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00 ea	\$3,563.00	\$3,563.00	\$0.00	\$3,563.00
<i>Lead Time (wks):</i> 12 - 14												
LB-206A-SGF	FABRIC @ LOUNGE CHAIR 3 @ LOBBY	Opuzen Design		12.00	0.00	12.00	0.00	12.00 yd	\$89.00	\$1,068.00	\$0.00	\$1,068.00
<i>Comments:</i> 5/13; SHIP TO FREDERICA, QTY CONFIRMED												
LB-206-SG	SECTIONAL 2 @ LOBBY	Frederica Furniture A/S		2.00	0.00	2.00	0.00	2.00 ea	\$1,833.00	\$3,666.00	\$0.00	\$3,666.00
<i>Lead Time (wks):</i> 10 - 12												
LB-300-AR	AREA RUG 1 @ LOBBY	PierPoint		1.00	0.00	1.00	0.00	1.00 ea	\$7,167.75	\$7,167.75	\$0.00	\$7,167.75
<i>Lead Time (wks):</i> 8 - 12 <i>Comments:</i> 5/14;RUG PAD +PACKAGING INCLUDED IN PRICING												
LB-301-AR	AREA RUG 2 @ LOBBY	PierPoint		1.00	0.00	1.00	0.00	1.00 ea	\$3,972.44	\$3,972.44	\$0.00	\$3,972.44
<i>Lead Time (wks):</i> 8 - 12 <i>Comments:</i> 5/14;RUG PAD +PACKAGING INCLUDED IN PRICING												



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 Dated: 01-Jun-2020

### Project Forecast

#### Lobby

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
LB-400-LT	TABLE LAMP @ LOBBY	TBD		2.00	0.00	2.00	0.00	2.00 ea	\$350.00	\$700.00	\$0.00	\$700.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
LB-401-LT	ARCHING FLOOR LAMP @ LOBBY	Sapphire Chandelier		1.00	0.00	1.00	0.00	1.00 ea	\$3,200.00	\$3,200.00	\$0.00	\$3,200.00
LB-700-ART	ART @ RECEPTION DESK	PI Fine Art		1.00	0.00	1.00	0.00	1.00 lot	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
LB-800-AC	PLANTER @ LOBBY	TBD		6.00	0.00	6.00	0.00	6.00 ea	\$1,000.00	\$6,000.00	\$0.00	\$6,000.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
LB-801A-PWF	FABRIC @ FIREPLACE PILLOW	Opuzen Design		6.00	0.00	6.00	0.00	6.00 yd	\$50.00	\$300.00	\$0.00	\$300.00
<i>Comments:</i> ALLOWANCE; NO QUANTITY INDICATED; SPEC TBD												
LB-801-PW	BOLSTER PILLOW @ FIREPLACE	TBD		6.00	0.00	6.00	0.00	6.00 ea	\$50.00	\$300.00	\$0.00	\$300.00
<i>Comments:</i> ALLOWANCE; NO QUANTITY INDICATED; SPEC TBD												
WC-100	WALLCOVERING @ PUBLIC SPACE	Koroseal Hospitality Network		285.00	0.00	285.00	0.00	285.00 yd	\$15.95	\$4,545.75	\$0.00	\$4,545.75
<i>Lead Time (wks):</i>	4 - 6	<i>Comments:</i> 5/14; QTY SOLD IN 15 YD INCREMENTS										
WC-103	WALL COVERING @ PUBLIC AREA CORRIDOR	Koroseal Hospitality Network		255.00	0.00	255.00	0.00	255.00 yd	\$15.95	\$4,067.25	\$0.00	\$4,067.25
<i>Lead Time (wks):</i>	4 - 6	<i>Comments:</i> 5/14; QTY SOLD IN 15 YD INCREMENTS										
WC-106	WALLCOVERING @ ELITE PANTRY	MDC Wallcovering		0.00	0.00	0.00	0.00	0.00 yd	\$0.00	\$0.00	\$0.00	\$0.00
<i>Comments:</i> 5/13; ERIK DOES NOT SHOW THIS IN THE DRAWINGS; IF REQUIRED WILL NEED TO GET TAKE OFFS AND ADD												

**Total for Lobby (Lobby)**

**\$108,079.60 \$0.00 \$108,079.60**

#### Public Restroom

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
DL-06	SCONCE @ PUBLIC RESTROOM	Alison & Company		12.00	0.00	12.00	0.00	12.00 ea	\$150.00	\$1,800.00	\$0.00	\$1,800.00
RR-700-ART	ART @ PUBLIC RESTROOM	PI Fine Art		2.00	0.00	2.00	0.00	2.00 ea	\$272.00	\$544.00	\$0.00	\$544.00

**Total for Public Restroom (Public Restrooms)**

**\$2,344.00 \$0.00 \$2,344.00**

#### Restaurant



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### Project Forecast

#### Restaurant

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
DL-02	CEILING FIXTURE @ RESTAURANT	TBD		2.00	0.00	2.00	0.00	2.00 ea	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00
<i>Comments:</i> ALLOWANCE; SPEC TBD												
RS-100-CG	COMMUNAL TABLE @ RESTAURANT	Shawn Austin Contract Furnishings		2.00	0.00	2.00	0.00	2.00 ea	\$6,455.00	\$12,910.00	\$0.00	\$12,910.00
<i>Lead Time (wks):</i> 18 - 20												
RS-103-CG	36" ROUND DINING TABLE @ RESTAURANT	TBD		6.00	0.00	6.00	0.00	6.00 ea	\$500.00	\$3,000.00	\$0.00	\$3,000.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-105-CG	RECTANGULAR DINING TABLE @ RESTAURANT BANQUETTE	TBD		3.00	0.00	3.00	0.00	3.00 ea	\$750.00	\$2,250.00	\$0.00	\$2,250.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-106-CG	48" ROUND DINING TABLE @ RESTAURANT	TBD		2.00	0.00	2.00	0.00	2.00 ea	\$750.00	\$1,500.00	\$0.00	\$1,500.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-107-CG	SQUARE DINING TABLE @ FLEX ROOM	TBD		5.00	0.00	5.00	0.00	5.00 ea	\$600.00	\$3,000.00	\$0.00	\$3,000.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-109-CG	RECTANGULAR DINING TABLE @ FLEX ROOM	TBD		5.00	0.00	5.00	0.00	5.00 ea	\$750.00	\$3,750.00	\$0.00	\$3,750.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-110-CG	COMMUNAL DINING TABLE @ FLEX ROOM	TBD		1.00	0.00	1.00	0.00	1.00 ea	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD												
RS-111-CG	TEA HEIGHT TABLE @ RESTAURANT	Shawn Austin Contract Furnishings		1.00	0.00	1.00	0.00	1.00 ea	\$3,800.00	\$3,800.00	\$0.00	\$3,800.00
<i>Lead Time (wks):</i> 18 - 20												
RS-201-SG	COUNTER STOOL @ RESTAURANT COMMUNAL TABLE	Sandler Seating Inc		12.00	0.00	12.00	0.00	12.00 ea	\$585.00	\$7,020.00	\$0.00	\$7,020.00
<i>Lead Time (wks):</i> 10 - 12												



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### Project Forecast

#### Restaurant

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty UOM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
RS-202A-SGF	LEATHER @ BARSTOOL	Carroll Leather		605.00	0.00	605.00	0.00	605.00 sft	\$6.30	\$3,811.50	\$0.00	\$3,811.50
<i>Comments:</i> 5/15; QTY CONFIRMED, SHIP TO CHARTER												
RS-202-SG	BARSTOOL @ RESTAURANT	Charter Furniture, Div. Of BJI, Inc.		8.00	0.00	8.00	0.00	8.00 ea	\$869.00	\$6,952.00	\$0.00	\$6,952.00
<i>Lead Time (wks):</i> 12 - 14												
RS-204A-SGF	LEATHER @ GENERAL DINING CHAIR SEAT	Moore and Giles Inc		840.00	0.00	840.00	0.00	840.00 sft	\$10.25	\$8,610.00	\$0.00	\$8,610.00
<i>Comments:</i> 5/26; QTY CONFIRMED, SHIP TO MARQUIS												
RS-204B-SGF	FABRIC @ GENERAL DINING CHAIR BACK	Architex International		62.00	0.00	62.00	0.00	62.00 yd	\$38.00	\$2,356.00	\$0.00	\$2,356.00
<i>Lead Time (wks):</i> 5 - 6 <i>Comments:</i> 5/26; QTY CONFIRMED, SHIP TO MARQUIS												
RS-204-SG	GENERAL DINING CHAIR @ RESTAURANT	Marquis Custom Hospitality Seating		31.00	0.00	31.00	0.00	31.00 ea	\$604.00	\$18,724.00	\$0.00	\$18,724.00
<i>Lead Time (wks):</i> 12 - 14												
RS-209A-SGF	FABRIC @ FLEX ROOM DINING CHAIRS	P Kaufmann Contract		33.00	0.00	33.00	4.00	37.00 yd	\$23.45	\$867.65	\$0.00	\$867.65
<i>Comments:</i> 5/14; QTY CONFIRMED, SHIP TO SANDLER SEATING												
RS-209-SG	DINING CHAIR @ FLEX ROOM	Sandler Seating Inc		38.00	0.00	38.00	0.00	38.00 ea	\$279.00	\$10,602.00	\$0.00	\$10,602.00
<i>Lead Time (wks):</i> 10 - 12												
RS-210-SG	COUNTER STOOLS @ FLEX ROOM	Arteriors		8.00	0.00	8.00	0.00	8.00 ea	\$1,379.00	\$11,032.00	\$0.00	\$11,032.00
RS-211.1-SG	BANQUETTE A @ RESTAURANT	Corn Upholstery Co., Inc.		1.00	0.00	1.00	0.00	1.00 ea	\$3,605.47	\$3,605.47	\$0.00	\$3,605.47
<i>Lead Time (wks):</i> 7 - 10												
RS-211.2-SG	BANQUETTE B @ RESTAURANT	Corn Upholstery Co., Inc.		2.00	0.00	2.00	0.00	2.00 ea	\$2,202.72	\$4,405.44	\$0.00	\$4,405.44
<i>Lead Time (wks):</i> 7 - 10												
RS-211A-SGF	LEATHER @ RESTAURANT BANQUETTES	Fil Doux		1,100.00	0.00	1,100.00	0.00	1,100.00 sft	\$9.45	\$10,395.00	\$0.00	\$10,395.00
<i>Comments:</i> 5/13;SHIP TO CORN, QTY CONFIRMED AND ROUNDED TO NEAREST 50 SQFT												



BW Dallas, LLC dba Benjamin West  
 c/o 428 CTC Boulevard  
 Louisville CO United States  
 Phone: 972.407.9950  
 Fax: 972.407.9951

Project Name: DELTA MIDWEST CITY PUBLIC AREAS  
 Project Number: 6469  
 Dated: 01-Jun-2020

### Project Forecast

#### Restaurant

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
RS-212A-SGF	FABRIC @ RESTAURANT LOUNGE CHAIR	Fil Doux		29.00	0.00	29.00	0.00	29.00	yd	\$39.95	\$1,158.55	\$0.00	\$1,158.55
<i>Comments:</i> 5/13; SHIP TO NAUGHTONE, QTY CONFIRMED													
RS-212-SG	LOUNGE CHAIR @ RESTAURANT	Naughtone		4.00	0.00	4.00	0.00	4.00	ea	\$2,046.00	\$8,184.00	\$0.00	\$8,184.00
<i>Lead Time (wks):</i> 10 - 12													
RS-400-LT	TABLE LAMP @ COMMUNAL	TBD		6.00	0.00	6.00	0.00	6.00	ea	\$300.00	\$1,800.00	\$0.00	\$1,800.00
<i>Comments:</i> 5/7; ALLOWANCE; SPEC TBD													
RS-700-ART	ART @ FLEX ROOM	PI Fine Art		1.00	0.00	1.00	0.00	1.00	ea	\$480.00	\$480.00	\$0.00	\$480.00
RS-701-ART	GALLERY WALL OF ART @ RESTAURANT	PI Fine Art		1.00	0.00	1.00	0.00	1.00	lot	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00
<b>Total for Restaurant (Restaurant)</b>											<b>\$143,613.61</b>	<b>\$0.00</b>	<b>\$143,613.61</b>

#### TARIFFS

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
CY-ALL-TARIFF	15% TARIFF	Out Design Group		1.00	0.00	1.00	0.00	1.00	lot	\$3,694.95	\$3,694.95	\$0.00	\$3,694.95
<i>Lead Time (wks):</i> 16 - 18													
LB-ALL-TARIFF	TARIFF CHARGES	Marquis Custom Hospitality Seating		1.00	0.00	1.00	0.00	1.00	ea	\$0.00	\$0.00	\$0.00	\$0.00
RS-202-SG-TARIFF	TARIFF SURCHARGE 8%	Charter Furniture, Div. Of BJI, Inc.		1.00	0.00	1.00	0.00	1.00	ea	\$556.16	\$556.16	\$0.00	\$556.16
<i>Lead Time (wks):</i> 12 - 14													
<b>Total for TARIFFS (Miscellaneous)</b>											<b>\$4,251.11</b>	<b>\$0.00</b>	<b>\$4,251.11</b>



BW Dallas, LLC dba Benjamin West  
 c/o 428 CTC Boulevard  
 Louisville CO United States  
 Phone: 972.407.9950  
 Fax: 972.407.9951

Project Name: DELTA MIDWEST CITY PUBLIC AREAS  
 Project Number: 6469  
 Dated: 01-Jun-2020

### Project Forecast

#### Z-FREIGHT

Spec #	Description	Supplier	PO	Net Qty	Attic Stock	Qty Subtotal	Max Overage	Total Qty	UM	Unit Cost (USD)	To Be Committed	Committed	Total Forecast
CY-800/801-FR/HANDELING	FREIGHT/HANDELING	Vondom		1.00	0.00	1.00	0.00	1.00	ea	\$110.00	\$110.00	\$0.00	\$110.00
<i>Lead Time (wks):</i> 5 - 7													
LB-201-SG-FR	DOOR TO DOOR FREIGHT CHARGES	UHS UK		1.00	0.00	1.00	0.00	1.00	ea	\$986.00	\$986.00	\$0.00	\$986.00
<i>Lead Time (wks):</i> 13 - 13													

**Total for Z-FREIGHT (Freight)** \$1,096.00      \$0.00      \$1,096.00

#### SUMMARY

	To Be Committed	Committed	Total Forecast
Subtotal for Courtyard (Public Areas)	\$38,784.72	\$0.00	\$38,784.72
Subtotal for Fitness & Pool (Public Areas)	\$6,915.50	\$0.00	\$6,915.50
Subtotal for Flex Room (Public Areas)	\$3,247.20	\$0.00	\$3,247.20
<b>Subtotal, Public Areas</b>	<b>\$48,947.42</b>	<b>\$0.00</b>	<b>\$48,947.42</b>
Subtotal for Lobby (Lobby)	\$108,079.60	\$0.00	\$108,079.60
<b>Subtotal, Lobby</b>	<b>\$108,079.60</b>	<b>\$0.00</b>	<b>\$108,079.60</b>
Subtotal for Public Restroom (Public Restrooms)	\$2,344.00	\$0.00	\$2,344.00
<b>Subtotal, Public Restrooms</b>	<b>\$2,344.00</b>	<b>\$0.00</b>	<b>\$2,344.00</b>
Subtotal for Restaurant (Restaurant)	\$143,613.61	\$0.00	\$143,613.61
<b>Subtotal, Restaurant</b>	<b>\$143,613.61</b>	<b>\$0.00</b>	<b>\$143,613.61</b>
Subtotal for TARIFFS (Miscellaneous)	\$4,251.11	\$0.00	\$4,251.11
<b>Subtotal, Miscellaneous</b>	<b>\$4,251.11</b>	<b>\$0.00</b>	<b>\$4,251.11</b>



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Project Name: DELTA MIDWEST CITY PUBLIC AREAS  
 Project Number: 6469  
 Dated: 01-Jun-2020

**Project Forecast**

Subtotal for Z-FREIGHT (Freight)	\$1,096.00	\$0.00	\$1,096.00
<b>Subtotal, Freight</b>	<b>\$1,096.00</b>	<b>\$0.00</b>	<b>\$1,096.00</b>
<b>MERCHANDISE TOTALS, ALL AREAS</b>	<b>\$307,235.74</b>	<b>\$0.00</b>	<b>\$307,235.74</b>
		<del>Tax Rate, 9.10%:</del>	<del>\$28,058.19</del>
		Contingency, 0.0%:	\$0.00
		Estimated Freight, 8.0%:	\$24,578.86
		Warehousing, 5.0%:	\$15,361.79
		Total Freight:	\$1,096.00
		Total Warehousing:	\$0.00
		<b>GRAND TOTAL FORECAST:</b>	<b>\$376,330.57</b>
		<b>Installation:</b>	<b>\$15,361.79</b>
		<b>TOTAL:</b>	<b>\$363,634.17</b>



## **Clarification and Assumptions June 23, 2020**

We have listed below the assumptions and clarifications that we have considered so that we both fully understand what is and what is not included in the Guaranteed Maximum Price (GMP). Where actual events on the project differ from the assumptions and clarifications listed below, the GMP will require adjustments for the resulting additional costs and expenses. These assumptions and clarifications are specifically used to establish the basis of the GMP and as such are intended to clarify and take precedence over details or items shown on Contract Documents, in the event there is a discrepancy between or among any of them.

### **General Assumptions**

1. This Guaranteed Maximum Price is based on the Specifications for the Delta Marriott FF&E Model Rooms, Guest Rooms & Public Spaces as prepared by FlickMars, dated 2020, and the following Assumptions and Clarifications.
2. All off-site permits are not included and shall be paid by the Owner.
3. Any requirements by the Midwest City Municipal Authority, City of Midwest City, Delta Marriott, FlickMars, Benjamin West or the State Fire Marshal that are not specifically depicted or indicated on the Contract Documents referenced above have not been included in the Guaranteed Maximum Price.
4. This GMP assumes that Owner furnished items will be on-site in accordance with the Construction Manager's schedule.
5. It is assumed that the Contract Documents are in compliance with all required codes, including, local, state and federal requirements, so no monies are included for changes to the Contract Documents necessary to comply with the aforementioned codes and requirements.
6. The schedule format to be used is Smartsheet.
7. This GMP is based on Design team will provide necessary CAD files to CM for various shop drawings and submittals at no additional costs.
8. A Construction Managers construction contingency is included in the Guaranteed Maximum Price. This contingency is intended to cover the scope of work, including but not limited to events such as listed below. The construction contingency shall be the exclusive use of the Construction Manager.
  - a. Unforeseen and/or unknown field conditions.
  - b. Including mitigation of weather impact, such as abnormal inclement weather.
  - c. Losses, expenses or damages not covered by insurance, including any deductible amount.
  - d. Increases in quantity or quality, which should have been reasonably inferable from the Contract Documents but not specifically shown therein.
  - e. Underestimating
  - f. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in the Contract Documents (CD's) or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained in the Specifications on which the Construction Manager's Guaranteed Maximum Price was based.

- g. Overtime, including unexcused schedule delays due to subcontractor work, performance or schedule.
  - h. Any use of the contingency is to be approved by the owner's representative prior to its use.
  - i. Any unused construction contingency will be returned to the Owner by a deduct change order at the end of the project.
9. An Owner contingency is not included in the GMP.
10. The order of precedence of the documents in the event that there is a conflict between documents is:
- a. Future change orders.
  - b. These Assumptions and Clarifications dated June 23, 2020.
  - c. Agreement between Owner and Construction Manager.
  - d. Addenda as issued by the Design Team.
  - e. Contract specifications, as prepared by FlickMars.
11. The following items are **NOT INCLUDED** in the Guaranteed Maximum Price: A/E fees, Design fees, CM PreConstruction Fee, Owner contingency, building permit, Sales Tax, Items provided by Owner, any requirements by the Authority Having Jurisdiction that are not specifically depicted or indicated on the Contract Documents, temporary & permanent utility cost during construction.
12. Preconstruction services will be billed separately.
13. The Owner will provide temporary and permanent utility cost during construction.
14. The schedule is depicted on the lead time provided by Vendors as reflected in Attachment No. 2 Recommendation. Should the lead times change beyond our control, schedule delays may occur.



**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

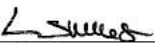
**DATE:** June 23, 2020

**RE:** Discussion and consideration of renewing excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's general liability self-insurance plan for the 2020-2021 fiscal year at an annual cost of \$100,475 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 2020-2021 fiscal year. The self-insured retention for the City is \$250,000 per occurrence.

Staff recommends approval.

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



**INSURANCE PROPOSAL**

<b>To:</b> City of Midwest City 100 N Midwest Blvd Midwest Ci OK 73110 <b>Attn:</b> Lynn Smithson	<b>From:</b> Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 2700 Minneapolis, MN 55402-3332
<b>Proposal For:</b> City of Midwest City	<b>Proposal Expires On:</b> 7/1/2020

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	\$97,549	\$2,926	\$100,475
\$4,000,000 /Agg				

**OPTION 2**

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

**OPTION 3**

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


**OPTION 4**

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

**SPECIAL TERMS AND CONDITIONS**

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

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

 _____ <b>Signed</b>	6/3/2020 _____ <b>Date</b>
---	----------------------------------

# AGENT/BROKER COMPENSATION ACKNOWLEDGEMENT

States Self-Insurers Risk Retention Group, Inc. (States) is committed to keeping and ensuring that the insurance transaction between States, the member/owner (member) and the agent/broker (broker) is kept transparent. It is understood that the broker is a representative of the member and not of States and there is no contractual or agency arrangement between States and the member's chosen broker.

The States member shall negotiate with the broker the amount and form of compensation that the broker is to be paid.

To ensure this transparency we request that the following be appropriately completed and signed.

(Please check the appropriate box)

City of Midwest City (the States member) agrees to compensate  
City of Midwest City (broker) on a fee basis to be paid directly to the broker.

City of Midwest City (the States member) agrees to compensate  
City of Midwest City (broker) on a commission basis with said commission to be built into the premium. Member authorizes States to build in \_\_\_\_\_% (not to be greater than 20%) for commission.  
Gross Premium calculation is: Net premium divided by the reciprocal of the commission.  
Example: \$100,000 / .90 (reciprocal of 10%) = \$111,111

This applies to the 7/1/2020 to 7/1/2021 policy period only.

City of Midwest City  
(States Member Entity Name)

City of Midwest City  
(Agent, Broker or Consultant Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

States member and broker should keep one copy for their records.

The States' member will send a copy to States at the following address upon binding coverage.

States Self-Insured Risk Retention Group, Inc.  
Underwriting Department  
c/o BRAC, LLC  
222 South Ninth Street, Suite 2700  
Minneapolis, MN 55402-3332

Fax: 612-766-3399

Email: [jmathiason@berkleyrisk.com](mailto:jmathiason@berkleyrisk.com)

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your #### New or #### RENEWAL policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

	I hereby elect to purchase coverage, subject to the limitations of the Act, for acts of terrorism, as defined in the Act, for a premium of \$2,926
	I hereby decline coverage for terrorism. I understand that I will have no coverage for losses resulting from acts of terrorism.

City of Midwest City  
Applicant/Named Insured

States RRG  
Insurance Company

By: \_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Authorized Representative's Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Policy Number

Please indicate your choice above, sign where indicated, and return the original form to us at the address below no later than

We recommend that you keep a copy of this notice for your records.

States RRG  
c/o Berkley Risk Administrators Company  
222 S Ninth St Ste 2700  
Minneapolis, MN 55402-3332



**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 23, 2020

**RE:** Discussion and consideration of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for the 2020-2021 fiscal year for the amount of \$42,000 per year. (Risk Manager – L. Smithson)

---

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 2020-2021 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, 2020 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, 2020 through June 30, 2021 subject to the cancellation right in this paragraph. The contract can be renewed at the same service fee of \$3,500.00 per month for additional contract periods. Parties shall provide 60 days' notice of intent not to renew prior to end of contract periods to other party.
3. In the event MWC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.
4. In the event MWC deems that CBR is not performing its services in the industry's usual and customary manner, MWC will give CBR written notice by certified mail specifying the way MWC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, MWC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to MWC if MWC fails to perform any material obligation under this Contract and MWC fails to correct defects of their performance obligations.
5. Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.
6. This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.
7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
8. This Contract may not be assigned by CBR without the express written approval of MWC.
9. All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of MWC and shall be available for inspection or audit by MWC at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to MWC or its designee.

Official notice may be served in writing as follows:

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

Consolidated Benefits Resources  
Attn: Richard M. Fisher, President  
PO Box 13770  
Oklahoma City, OK 73113

**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**

\_\_\_\_\_  
**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 23, 2020

RE: Discussion and consideration of renewing the Property Insurance Policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$292,882 and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability, at a premium rate of \$149,384 for fiscal year 2020-2021.

---

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

This fiscal year the City is insuring in excess of \$192 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



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

**Municipal Property Protection Plan**  
Declarations Page

1. PLAN MEMBER **CITY OF MIDWEST CITY** AGREEMENT NUMBER  
and Mailing Address **100 N. MIDWEST BLVD.** PRO 1400499 03  
**MIDWEST CITY OK 73110**

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

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

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

<u>COVERAGE</u>	<u>PREMIUM</u>
<b>COMMERCIAL PROPERTY COVERAGE</b>	
Buildings and Business Personal Property, per schedule	Limit: <b>\$192,979,010</b> <b>\$273,974</b>
Mobile Equipment, per schedule	Limit: <b>\$0</b> <b>\$0</b>
Leased/Rental Equipment	Limit: <b>\$0</b> <b>\$0</b>
Miscellaneous Equipment, per schedule	Limit: <b>\$0</b> <b>\$0</b>
Fine Arts, per schedule	Limit: <b>\$273,300</b> <b>\$1,640</b>
Builders' Risk	Limit: <b>\$0</b> <b>\$0</b>
<b>EXCESS COVERAGE</b>	
Business Income <b>\$4,725,000</b> per occurrence	<b>\$4,725,000</b> per location <b>\$11,813</b>
Accounts Receivable <b>\$75,000</b> on premises	<b>\$85,000</b> off premises <b>\$213</b>
Valuable Papers <b>\$75,000</b> on premises	<b>\$90,000</b> off premises <b>\$225</b>
Theft/Disappearance <b>\$0</b> inside	<b>\$0</b> outside <b>\$0</b>
/Destruction	
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit: <b>\$10,000,000</b> <b>\$5,017</b>
<b>EQUIPMENT BREAKDOWN COVERAGE</b>	
Excluding Electrical Power Generating Equipment, per schedule	<b>Included</b>
Including Electrical Power Generating Equipment, per schedule	<b>Excluded</b>
<b>TOTAL PREMIUM</b>	<b>\$292,882</b>

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

*Jonathan D. Woods*

OMAG Representative

05/14/2020

Date



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

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

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

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

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

**COVERAGE**

**PREMIUM**

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

A. Bodily Injury	B. Property Damage	Coversages A,B,C,D,I,J,K,L
C. Personal Injury	D. Errors and Omissions	
I. Pollution Damage	J. Defense Reimbursement	
K. Cyber / Data Breach	L. Uncovered Employment Defense	
[ ] Prior Acts Coverage		

**AUTOMOBILE LIABILITY (PART II)**

E. Bodily and Personal Injury	F. Property Damage	<b>\$59,059</b>
		Coversages E,F
[X] Hired and Non-owned Automobile Coverage		<b>\$159</b>
		Hired and Non-owned

**AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)**

G. Automobile Physical Damage	Per fleet schedule	<b>\$75,740</b>
1. Comprehensive		Coversages G
2. Specified Perils		
3. Collision		
[X] Hired Auto Physical Damage Limit: <b>\$150,000</b>		Included
H. Equipment Physical Damage - Per equipment schedule		Hired Auto Physical Damage
[X] Mobile Equipment Leased/Rented Limit: <b>\$360,000</b>		<b>\$9,674</b>
		Coversages H

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L **\$4,752**  
Mobile Leased/Rented

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

<b>Annual Aggregate</b>	<b>\$149,384</b>
\$ 2,000,000 Coverages C,D	Total Premium
\$ 10,000 Coverage J	(This is not an invoice)

6. DEDUCTIBLES

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

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

*Jonathan D. Woods*

OMAG Representative

**05/17/2020**  
Date



**Risk Management**

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

**MEMORANDUM**

**TO:** Honorable Mayor and Council

**FROM:** Lynn Smithson, Risk Manager

**DATE:** June 23, 2020

**RE:** Discussion and consideration of binding excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2020-2021 fiscal year at an annual cost of \$160,649 for self-insured retention of \$450,000 per claim for all employees.

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Attached is the excess workers compensation proposal from Safety National, with the comparison quote from Midwest Employers for the City's workers compensation self-insurance plan for the 2019-2020 fiscal year. Safety National is the lowest and best bid, with the lowest retention level for all employees.

Staff recommends approval.

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

Lynn Smithson  
Risk Manager

# City of Midwest City

## Renewal Proposal

2020-2021

### Excess Worker's Compensation Midwest Employers Casualty

<b>Renewal Options</b>			
	<b>Midwest Employers</b>		<b>Safety National</b>
	<b>Option 1</b>	<b>Option 2</b>	
Specific & EL Retention	\$450,000	\$500,000	\$450,000
Specific & EL Retention - 7710	\$500,000	\$600,000	\$450,000
Specific & EL Retention - 7720	\$500,000	\$600,000	\$450,000
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Estimated Aggregate Retention	\$2,362,239	\$2,412,233	\$2,917,182
Minimum Aggregate Retention	\$2,314,995	\$2,363,988	\$2,917,182
Estimated Policy Period Premium	\$178,010	\$170,464	\$160,649

Estimated Payroll  
2020-2021  
34,525,832





**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 23, 2020

RE: Discussion and consideration of 1) acceptance of a Department of Justice Coronavirus Emergency Supplemental Funding (CESF) grant in the amount of \$38,341 for the purchase of respirator equipment for police department officers; 2) approving and entering into a grant agreement with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.

The City of Midwest City applied for and has been awarded a CESF grant from the Department of Justice to prevent, prepare for, and respond to the coronavirus. New respirator equipment will be purchased to replace outdated equipment. It is anticipated that all officer existing masks will be replaced with NIOSH approved Air Purifying Respirators (APR), along with the purchase of additional equipment and filters. The grant agreement is attached. Staff recommends approval.

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

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Terri L. Craft  
Grants Manager



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

June 2, 2020

The Honorable Matthew Dukes III  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110-4319

Dear Mayor Dukes:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Midwest City for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$38,341. These funds are for the project entitled Midwest City Police Department Respirator Equipment Purchase.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Midwest City accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Olga E. Santiago, Program Manager at (202) 598-1094; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is written over a light blue horizontal line.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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*Washington, DC 20531*

June 2, 2020

The Honorable Matthew D. Dukes III  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110-4319

Dear Mayor Dukes:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110-4319		4. AWARD NUMBER: 2020-VD-BX-1482	
2a. GRANTEE IRS/VENDOR NO. 736027530		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2b. GRANTEE DUNS NO. 077326601		6. AWARD DATE 06/02/2020	7. ACTION Initial
3. PROJECT TITLE Midwest City Police Department Respirator Equipment Purchase		8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0
		10. AMOUNT OF THIS AWARD \$ 38,341	11. TOTAL AWARD \$ 38,341
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Matthew D. Dukes Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 38341		21. VVDUGT1248	



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1482

AWARD DATE 06/02/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1482

AWARD DATE 06/02/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-1482

AWARD DATE 06/02/2020

*SPECIAL CONDITIONS*

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-VD-BX-1482

AWARD DATE 06/02/2020

*SPECIAL CONDITIONS*

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-VD-BX-1482

AWARD DATE 06/02/2020

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.





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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Midwest City

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

Initials:

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Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2020-VD-BX-1482

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Olga E. Santiago  
(202) 598-1094

2. PROJECT DIRECTOR (Name, address & telephone number)

Terri Craft  
Grants Manager  
100 N. Midwest Blvd.  
Midwest City, OK 73110-4319  
(405) 739-1217

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Midwest City Police Department Respirator Equipment Purchase

5. NAME & ADDRESS OF GRANTEE

City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110-4319

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 38,341

10. DATE OF AWARD

06/02/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Midwest City	
Address: 100 N. Midwest Blvd., Midwest City, OK 73110	
Is agency a; <input checked="" type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 07-7326601	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Terri L. Craft, Grants Manager	
Telephone Number: 405-739-1217	E-Mail Address: tcraft@midwestcityok.org

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Matthew D. Dukes, II, Mayor [responsible official], certify that City of Midwest City [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: City of Midwest City [organization], 100 N. Midwest Blvd., Midwest City, OK 73110 [address].

Matthew D. Dukes II, Mayor

06/23/2020

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**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 23, 2020

RE: Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. for use of the Steed Head Start facility located at 2118 Flannery Drive for FY 20-21.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. operates a Head Start Program at a city-owned building located on the campus of Steed Elementary School, serving 30 children. The attached agreement provides a one-year term beginning on July 1, 2020.

Staff recommends approval.

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

---

Terri L. Craft  
Grants Manager

## LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 23rd day of June, 2020, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, building space at the premises known and designated as the **City of Midwest City Steed Head Start Center**, located at 2118 Flannery Drive, Midwest City, Oklahoma 73110, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the building located on the campus of the Mid Del School District's Steed Elementary School for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1<sup>st</sup> day of July, 2020 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1<sup>st</sup> of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 (\$0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:

City of Midwest City  
Grants Management Department  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Phone: (405) 739-1216  
Fax: (405) 869-8636  
[Grants-management@midwestcityok.org](mailto:Grants-management@midwestcityok.org)

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

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

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



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

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



By: Jessie Thompson, Executive Director



By: Matthew D. Dukes II, Mayor

ATTEST:



ATTEST:



City Clerk

Approved as to form this 23rd day of June, 2020.



Heather Poole, City Attorney



**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 23, 2020

RE: Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10<sup>th</sup> Street for FY 20-21.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. is operating a Head Start Program at the city-owned Dana Brown Cooper Head Start facility, serving 90 children. The attached agreement provides for a one-year term beginning on July 1, 2020.

Staff recommends approval.

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

---

Terri L. Craft  
Grants Manager

## LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 23rd day of June, 2020, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, facility space at the premises known and designated as the **City of Midwest City Dana Brown Cooper Head Start Center**, located at 9300 N.E. 10<sup>th</sup> Street, Midwest City, Oklahoma 73130, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the 5440 SF facility and the surrounding property also known as Lot 3 and Lot 4 in Block 1 of COUCH HEIGHTS ADDITION to Oklahoma County, Oklahoma for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1<sup>st</sup> day of July, 2020 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1<sup>st</sup> of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 (\$0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:

City of Midwest City  
Grants Management Department  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Phone: (405) 739-1216  
Fax: (405) 869-8636  
[Grants-management@midwestcityok.org](mailto:Grants-management@midwestcityok.org)

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

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

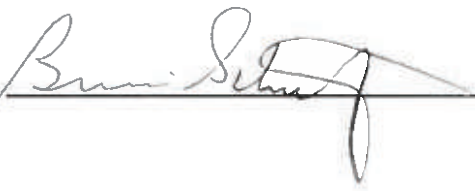
**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first above written.

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

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

  
By: Jessie Thompson, Executive Director

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

ATTEST:  
  
\_\_\_\_\_

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

Approved as to form this 23rd day of June, 2020.

\_\_\_\_\_  
Heather Poole, City Attorney



# *The City of Midwest City*

## *NEIGHBORHOODS IN ACTION*

---

1124 N. DOUGLAS BLVD. \* MIDWEST CITY, OKLAHOMA,  
73130 \* (405) 736-1973 \* FAX \* (405) 869-9289

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: June, 23, 2020

Subject: Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA" for FY 20-21.

The City leases office space to CAA at the City of Midwest City Neighborhoods in Action Center, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130.

The term of this agreement is for (12) months to begin on July 1, 2020. CAA will pay \$950.00 each month. The City and CAA shall have the option to renew this agreement annually for five additional one-year terms. The Lease and Operating Agreement, a copy which is attached for your review, provides a comprehensive scope of the terms associated with the lease of office space to CAA at the Neighborhoods in Action location.

Staff recommends approval.

Tom Bridgett  
Neighborhoods in Action Coordinator

Attachment (1)

## LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 23rd day of June, 2020, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

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

CAA shall have exclusive use of two (2) private offices and a waiting area, shared use of the 5,500 SF facility for programming, providing services, and events; shared use of the copier and fax machine; use of CITY paid utilities, internet and telephone equipment; and shared parking.

The term of this agreement shall begin on the 1<sup>st</sup> day of July, 2020 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1<sup>st</sup> of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

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

Rent payments shall be made payable to:

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

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

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

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

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

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

\_\_\_\_\_  
By: Jessie, Thompson Executive Director

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Sarah Hancock  
City Clerk

Approved as to form and legality, this 23rd, day of June, 2020.

\_\_\_\_\_  
Heather Poole  
City Attorney



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee, Assistant Director**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: June 23rd, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Diversified Construction of Oklahoma, Inc. in the amount of \$16,402.30, respectively.

The one year maintenance bonds from Diversified Construction of Oklahoma, Inc. are for the water line and sewer lines improvements constructed for the Estates of Midwest City located on Douglas Boulevard.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,  
Public Works City Engineer  
Attachment



**DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS**

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS that we, Diversified Construction of Oklahoma, Inc.,  
as Principal, and Harco National Insurance Company,  
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation  
in the state of Oklahoma, in the full and just sum of Sixteen Thousand, Four Hundred Two and 30/100 dollars  
(\$ 16,402.30), such sum being not less than ten percent (10%) of the total contract price to  
construct or install Water & Sewer to Serve The Estates of Midwest City (the  
"Improvement"), for a period of One (1) years after acceptance of the Improvement by the  
City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and  
truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and  
severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the  
Principal and The Estates of Midwest City, LP, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, agreed to construct or install the Improvement in the city of  
Midwest City and to maintain the Improvement against any failures due to defective materials or  
workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 4<sup>th</sup> day of MAY, 2020.

Diversified Construction of Oklahoma, Inc.  
Principal

ATTEST:  
[Signature]  
Secretary

By [Signature] v.p.

Harco National Insurance Company  
Surety

ATTEST:  
[Signature]  
Secretary                      Kensie Powers

By [Signature]  
Amy Lambert                      Attorney-In-Fact

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

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

ACCEPTED by the City Council of the City of Midwest City this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Mayor

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # TXHNSU0776422

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

PAM SLATON, AMY LAMBERT, SHANNON NICHOLAS, VICKY JARVIS, BARRY HERRING, AMANDA J. SMITH-HUNTER

Jenks, OK

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**\*RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

\_\_\_\_\_  
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

\_\_\_\_\_  
Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

\_\_\_\_\_  
Irene Martins, Assistant Secretary



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee, Assistant Director**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: June 23rd, 2020

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering in the amount of \$45,490.00 for the preparation of plans for the removal, redesign, and construction of the Regional Park foot bridge creek crossing located approximately six hundred feet south of East Reno Avenue.

The accompanying proposed agreement is for the is for the engineering design necessary for the removal, redesign, and construction of the Regional Park foot bridge crossing Soldier Creek, located approximately six hundred feet south of East Reno Avenue. The existing bridge is outdated and overdue to be replaced.

Entering into the design agreement is at the discretion of the Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment



June 1<sup>st</sup>, 2020

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

Re: Pedestrian Bridge Replacement over Soldier Creek

Dear Mr. Menefee:

Thank you for this opportunity to provide The City of Midwest City with a fee proposal for the professional services needed for the above project. This proposal is to provide pre-construction services to reconstruct the pedestrian bridge over Soldier Creek.

We propose to perform the following services:

Topographic survey	\$ 6,840	Lump Sum
Bridge hydraulics	\$ 5,335	Lump Sum
Environmental regulatory review	\$ 5,750	Lump Sum
Geotechnical studies	\$ 3,685	Lump Sum
Design (Prefab Bridge & Approaches)	\$10,180	Lump Sum
Abutment Design (Prefab Bridge)	\$12,700	Lump Sum
Specifications	<u>\$ 1,000</u>	Lump Sum
<b>Total</b>	<b>\$45,490</b>	

Additional services may be performed at the written direction of The City of Midwest City:

Cultural Resources Survey	\$ 2,750	Lump Sum
Architectural Services for Gateway Bridge	\$ 9,000	Hourly NTE
Historic bridge investigations	\$18,000	Hourly NTE
Structural Fee for Historic Bridge Rehab	<u>\$47,000</u>	Lump Sum
<b>Total</b>	<b>\$76,750</b>	

We look forward to working with you on this project. If you have any questions, please feel free to contact me at ryan-b@GUYengr.com or (539) 424-5081.

Sincerely,

Ryan Bellatti, PE, CFM

Encl

## AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Midwest City in the State of Oklahoma, hereinafter referred to as CITY, and GUY Engineering Services, Inc., hereinafter referred to as ENGINEER or CONSULTANT or CONTRACTOR;

WITNESSETH:

WHEREAS the CITY plans to replace the Joe B Barnes Pedestrian Bridge over Soldier Creek approximately 550 feet south of E Reno Ave; and

WHEREAS the CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the ENGINEER for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER: ENGINEER shall perform the SERVICES described in Attachment A, which is attached hereto and incorporated by reference as part of this AGREEMENT.

3.0 COMPENSATION FOR SERVICES:

Fee. All work is to be payable monthly as work progresses.

Client shall pay Consultant, and Consultant agrees to receive as payment for the Services, the following (the “*Compensation*”):

**BASIC SERVICES**

Topographic Survey.....	\$ 6,840.00	.....	LSUM
Bridge Hydraulics.....	\$ 5,335.00	.....	LSUM
Environmental Studies to Obtain 404 Construction Permit.....	\$ 5,750.00	.....	LSUM
Geotechnical Investigations.....	\$ 3,685.00*	....	LSUM
Design (Prefab Bridge).....	\$10,180.00	.....	LSUM
Structural Design of Bridge Abutments (Prefab Bridge).....	\$12,700.00	.....	LSUM
Construction Specifications.....	\$ 1,000.00	.....	LSUM
<b>Total</b>	<b>\$45,490.00</b>		

\*Geotechnical Fee assumes a depth of rock of 50-ft, additional fee may be required if rock is encountered at additional depth

**ADDITIONAL SERVICES**

Additional Services shall only be provided upon prior written and clearly detailed direction of The City of Midwest City.

Cultural Resources Survey.....	\$ 2,750.00	.....	LSUM
Architectural Services for Gateway Bridge.....	\$ 9,000.00		HOURLY NTE
Historic Bridge Investigation (Assumes 3 Bridges).....	\$18,000.00		HOURLY NTE
Engineering Fee for Historic Bridge Rehab.....	\$47,000.00	.....	LSUM
<b>Total</b>	<b>\$76,750.00</b>		

Any proposed change in the Compensation must be approved in writing by Client and Consultant before taking effect.

4.0 TIME FOR COMPLETION: The ENGINEER shall provide the necessary SERVICES and complete all work required for each phase of the PROJECT within the times stated in Attachment A, which is attached hereto and incorporated by reference as part of this AGREEMENT.

5.0 STANDARD OF PERFORMANCE: The ENGINEER shall perform the SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be

subject to review by CITY. The ENGINEER shall have the obligation to the CITY to perform in accordance with the foregoing standard, but no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or to the suitability of ENGINEER'S work product for a particular use.

6.0 LIMITATIONS OF RESPONSIBILITY: ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE:

7.1 Because the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of the probable cost of the PROJECT as set forth herein are to be made on the basis of his experience and qualification. Such opinions represent his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the proposals, bids or actual construction costs will not vary from the opinions of probable cost prepared by him.

7.2 Because the ENGINEER has no control over the resources provided by others to meet construction contract schedules, the ENGINEER'S opinion of the probable construction schedule for the PROJECT is to be made on the basis of his experience and qualifications. Such opinion represents his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the construction schedule will not vary from the opinion prepared by him.

8.0 LIABILITY AND INDEMNIFICATION:

8.1 The ENGINEER shall indemnify the CITY from and against legal liability for damages arising out of the performance of the SERVICES for the CITY including, but not limited to, any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any employee, sub-consultants or agents for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor of the CITY.

8.2 The ENGINEER shall not be liable to the CITY for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS:

9.1 In performance of the SERVICES, the ENGINEER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be

responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment A.

9.2 The ENGINEER shall take steps within its authority to verify the project is in compliance with the United States Department of Justice guidelines for Title II and III of the Americans with Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the CITY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any cost of such compliance will be the responsibility of the ENGINEER.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, the ENGINEER shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

10.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

10.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the PROJECT by the CITY.

10.2 The ENGINEER shall furnish to the CITY certificates of insurance showing he is carrying insurance in at least the specified minimum amounts. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the CITY thirty (30) days written notice of cancellation.

11.0 CITY'S RESPONSIBILITIES: The CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this agreement.

12.0 OWNERSHIP AND REUSE OF DOCUMENTS:

12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.



12.2 The CITY'S use of such documents other than the specific purpose for which they were intended without written verification or adaptation by ENGINEER shall be at CITY'S risk and responsibility.

13.0 TERMINATION OF CONTRACT:

13.1 At any time prior to completion of all SERVICES under this AGREEMENT and in the event of substantial failure by one party to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party, the terminating party may terminate this AGREEMENT by giving written notice by registered mail at least fifteen days prior to the effective date of termination.

13.2 The CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience by giving written notice to ENGINEER. In the event of termination or suspension of the AGREEMENT for CITY'S convenience, CITY shall make prompt payment to the ENGINEER for all SERVICES performed in accordance with provisions of Attachment A. Upon receipt of written notice by the ENGINEER to resume the SERVICES under this AGREEMENT, compensation shall continue in accordance with Attachment A.

14.0 NOTICE:

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be considered properly made if personally delivered in writing or if delivered by the United States Postal Service, postage prepaid, to the address specified below.

14.1.1 To ENGINEER: GUY Engineering Services, Inc.  
6910 E 14<sup>th</sup> St  
Tulsa, OK 74112

14.1.2 To CITY: City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

15.0 UNCONTROLLED FORCES: Neither the CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if failures or delay of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance or sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 16.0 SEVERABILITY: If any portion of the AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION: This AGREEMENT includes Attachment A and represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES contained herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 ASSIGNMENT:
- 18.1 The ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT to another party, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.2 It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the City Engineer and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the CITY and will be available for public hearings and/or presentations as mutually agreed.
- 18.3 DISPUTE RESOLUTION PROCEDURE: In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City Engineer for resolution. If the City Engineer is unable to resolve the dispute, the matter may be referred to the City for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on respective dates noted herein, said AGREEMENT to be effective on the date executed by the Midwest City Mayor.

ATTEST: (SEAL)

MIDWEST CITY, OKLAHOMA

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST: (SEAL)

GUY ENGINEERING SERVICES, INC.

\_\_\_\_\_  
John E. Blickensderfer, President

State of Oklahoma    )  
                                  )ss  
County of Tulsa        )

Subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ATTACHMENT A**  
**Pedestrian Bridge over Soldier Creek**  
**City of Midwest City**

SCOPE OF SERVICES

June 1<sup>st</sup>, 2020

The purpose of the project is to replace a pedestrian bridge over Soldier Creek. The scope of the work shall include the preparation of complete detailed plans, specifications and estimates (PS&E) in English units to reconstruct the bridge on Spirit Trails over Soldier Creek, approximately 550 feet south of East Reno Ave in Midwest City, OK.

It is anticipated that the proposed structure will be a 70-foot manufactured truss bridge, 12-foot clear roadway, non-skewed, with pedestrian rails and rated to carry an H10 truck.

The design services will involve survey, geotechnical investigations, hydraulic analysis, and preparation of bridge plans and approach trail plans. The design is to be prepared in accordance with current standards, specifications and acceptable practices of the Oklahoma Department of Transportation (DEPARTMENT). The scope of service under this engineering contract will include, but not be limited to the following:

**SECTION 1 - General**

- 1.1. The CONSULTANT will prepare plans to replace the bridge and approach trail surfacing and drainage.
- 1.2. The CONSULTANT will:
  - 1.2.1. Conduct survey; gather utility information.
  - 1.2.2. Conduct hydraulic design to set bridge size and approach grades.
  - 1.2.3. Prepare preliminary plans and cost estimate.
  - 1.2.4. Prepare updated cost estimates
  - 1.2.5. Perform quality assurance/quality control review.
  - 1.2.6. Finalize plans, quantities and cost estimates.
  - 1.2.7. Submit to USACE an application for the USACE 404 permit.
- 1.3. No public meetings are anticipated and are not included in this scope of work.

**SECTION 2 - Bridge Plans**

- 2.1. Step 1 - Hydraulic analysis will be performed for the bridge. The new bridge will be as long as necessary to meet hydraulic requirements or to match the terrain. The hydrological and hydraulic design shall include a sizing study, scour study, and channelization study using HEC-RAS. Discharge computations will be performed for the existing, natural and proposed conditions for Q2, Q5, Q10, Q25,



Q50, Q100 and Q500. Bridge hydraulic analysis will be performed for the natural, existing, and proposed conditions. A hydraulic report will be provided.

2.1.1. Assessment of channel and overbank roughness will be based on field notes and photographs.

2.1.2. The project is located within FEMA flood zone AE. The hydraulic results must indicate no rise in floodplain.

2.1.3. Neither a LOMR nor CLOMR is anticipated to be required for this project and is not included in this scope.

2.2. Step 2 - CONSULTANT will perform investigations of available historic truss bridge around the state with a not to exceed fee that assumes 3 bridges will be investigated. Conceptual estimates of cost and rehabilitation will be provided. The CLIENT will then determine if a relocated and rehabilitated historic bridge or a pre-manufactured bridge is the best solution for this location. Also, see NEO Design, LLC proposal.

2.3. OPTION 1 - The proposed bridge is anticipated to be a 70-foot pre-manufactured truss bridge, 12-foot clear roadway, non-skewed, with pedestrian rails and rated to carry an H10 truck. This work is included in the fee proposal provided. Also, see attached Collins Structural Design proposal.

2.4. OPTION 2 - Upon CLIENT giving notice to proceed for relocating and rehabilitating a historic truss bridge GUY will provide final plans for relocating the truss bridge, repairing/ strengthening the truss, designing the abutments, deck, bearings, and load rate the pedestrian bridge along with an opinion of probable construction cost. This work will require a supplement to the contract. Also, see NEO Design, LLC proposal.

2.5. Step 3 - The CONSULTANT will prepare plans for a pedestrian bridge. The pedestrian bridge will be placed on or adjacent to the existing alignment with approximately 50 ft of approach trail length. The existing trail may remain open to pedestrian traffic during construction if the proposed bridge is constructed on an offset alignment.

2.6. Prepare bridge construction plans, which may include but not be limited to:

2.6.1. General Notes and Summary of Pay Quantities

2.6.2. Foundation Report Sheet(s)

2.6.3. General Plan and Elevation Sheet

2.6.4. Plan and Profile Sheet

2.6.5. Substructure Staking Sheet

2.6.6. Pedestrian Bridge Abutment Detail Sheet(s)

2.6.7. Pedestrian Bridge Wingwall Detail Sheet(s)

2.6.8. Pedestrian Bridge Superstructure Detail Sheet(s)

2.6.9. Riprap Detail Sheet(s)

2.6.10. Miscellaneous Detail Sheet(s)



2.6.11. Perform quality assurance/quality control reviews, make necessary corrections, and submit final plans.

2.7. This scope of work does not include design plans for decorative bridge options. It is assumed that the manufacturer will provide plans and specifications for plans.

### **SECTION 3 - Trail Plans**

3.1. Prepare construction plans for concrete trail approaches. Trail will be as long as required to tie the approaches in to the existing alignments on the East and West. The estimated trail length is 50-feet.

3.1.1. A simplified alignment study will be performed; up to 3 alignments will be analyzed.

3.1.2. Utilizing the existing alignment will likely reduce overall construction costs due to a reduced need for approach trail. The existing bridge would need to be closed for this option, but the construction schedule for this scope of project will be minimal and there is another crossing to the north that can be utilized. Offsetting the new bridge to the north appears to be a better option than offsetting to the south due to a utility and tree being located south of the bridge.

3.2. Additional right-of-way is not anticipated.

3.3. A public meeting is not anticipated and is not included in this scope of work.

3.4. Provide evaluation and design of drainage system affected by the proposed bridge.

3.5. Incorporate environmental mitigation notes and measures as required from environmental review.

3.6. Trail plans may include, but not be limited to:

3.6.1. Title Sheet

3.6.2. Typical Sections

3.6.3. General Construction Notes

3.6.4. Summary of Pay Quantities and Notes

3.6.5. Summary Sheets

3.6.6. Stormwater Management Plan

3.6.7. Erosion Control Plan

3.6.8. Alignment Data Sheets

3.6.9. Demolition and Removal Plan

3.6.10. Plan and Profile Sheets

3.6.11. Suggested Sequence of Construction

3.6.12. Construction Traffic Control Layout with Temporary Signal Plans

3.6.13. Permanent Signing and Striping

3.6.14. Cross Sections



- 3.6.15. Perform quality assurance/quality control review.
- 3.7. Lighting is not included in this scope of work.
- 3.8. No sidewalks are included in this scope of work (except for approach trails).
- 3.9. No traffic studies or turning analyses are included in this scope of work.
- 3.10. No landscape design is included in this scope of work.

#### **SECTION 4 - Geotechnical Investigation**

- 4.1. Geotechnical work shall be performed in accordance with the State of Oklahoma County Highway System Design Guidelines Manual 2013 Chapters 13 and 14, Geotechnical Investigations for Roadway and Bridge Design except as specifically indicated otherwise per this scope of work. See Geotechnical Scope of Work attached.
  - 4.1.1. Bridge – Two foundation borings (one at each abutment, one at each pier, and one constructability boring at a pier location) will be taken. The borings will extend to depths of about 5 feet into rock. Sampling will be in accordance with industry standard procedures; split-barrel samples will be obtained in the overburden soils. Texas Cone Penetration tests will be performed once rock is encountered. Fee is based on a single span bridge.

#### **SECTION 5 - Survey**

- 5.1. Survey shall be performed in accordance with the minimum standards set forth by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
- 5.2. The topographic limits of survey are approximately 175 feet wide by 100 feet along the walkway alignment, with limits extending along the channel approximately 450 feet upstream and downstream.
- 5.3. The primary site control on the project will set from control monuments established by the City of Oklahoma City. Benchmarks will be set and measured along the entire length of the project. Check levels will be run between them to ensure the desired precision for vertical control is achieved.
- 5.4. Topographic features, underground utilities, and surface features will be surveyed and added to a digital mapping file. Contacts for the utility companies will be compiled and listed in the mapping file.
- 5.5. Survey data, vital to the construction of this project, will be shown in Alignment Data Sheets. These sheets will be performed under the design portion of the contract.



## **SECTION 6 - Subsurface Utility Engineering (SUE)**

- 6.1. Subsurface Utility Engineering (SUE) is included in this project.
  - 6.1.1. Quality Level C is included. This level includes all visible utilities and includes those marked by Call Okie. No additional utility locating is included.

## **SECTION 7 - Right-of-Way**

- 7.1. Right-of-Way Documents – Right-of-Way documents are not included in the scope of services.
- 7.2. Right-of-Way Acquisition – Right-of-Way acquisition is not included in the scope of services.
- 7.3. Right-of-Way Staking - Staking is not included in the scope of services.

## **SECTION 8 - Utility Relocation Management**

- 8.1. Utility Relocation Management is not included in the scope of services; however, it may be added by contract supplement at a later date.

## **SECTION 9 - Environmental**

- 9.1. Environmental studies including an Initial Site Assessment (ISA), biological investigations, wetlands determination, and Phase 1 Cultural Resources Survey are included in this scope of work. GUY will conduct a commercial database review and field reconnaissance of the project site to identify any potential Recognized Environmental Conditions (RECs) within the project area as well as the biological review in tandem with the jurisdictional waters and wetlands evaluation in accordance with the 1987 USACE Wetland Delineation Manual and the Midwest Regional Supplement. See attached scope and fee proposal from Cox McLain (Attachment C) for details with regards to the Cultural Study. Cultural Study shall be performed only if requested by the USACE and by task from the City of Midwest City. Assistance in submitting these studies to the USACE for obtaining a 404-construction permit is included with these services.
- 9.2. The CONSULTANT will provide a copy of the final environmental document to the CLIENT.

## **SECTION 10 - Historic Bridge Investigations**

- 10.1. See attached scope and fee proposal from NEO Design, LLC.

## **SECTION 11 - Assistance During Bidding**

- 11.1. Assistance during the bidding process is not included in this scope of work.





## **SECTION 12 - As-Builts**

12.1. As-Builts are not included in this scope of work.

## **SECTION 13 - City of Midwest City Responsibilities**

13.1. Make available to the CONSULTING ENGINEER the latest changes to design policies specifications, standards, including available CADD seed files, CADD resource libraries and CADD specifications.

13.2. Attend field reviews.

13.3. Advertise, let and administer the construction contract.

13.4. Permits including NOI, floodplain and any other required City permits

13.5. SWPPP permitting and monitoring

13.6. Construction inspection

13.7. Front end contract documents

## **SECTION 14 - Milestones (Time Frame and Deliverables)**

14.1. Preliminary Plans Submittal – 90 days from NTP

14.2. Final Plans – Submittal on or before 2 months following preliminary plan review comments

14.3. Final PS&E Package – Submittal on or before 2 months following final plan review comments

14.4. Project schedule may need to be extended if historic truss bridge investigations and plan design is required





# GUY ENGINEERING

## NEO DESIGN, LLC

**WO-001**

Issued pursuant to Master Services Agreement effective June 27, 2017, by and between GUY ENGINEERING SERVICES, INC. (**GUY**) and NEO Design LLC (**Subcontractor**).

CLIENT NAME: City of Midwest City

GUY PROJECT NO: **XXX**

SUBCONTRACTOR REFERENCE NO: NEO Design **WO-001**

Prime Agreement or portions thereof incorporated into the Agreement will be provided upon request.

PROJECT NAME: Regional Park Pedestrian Bridge

SCOPE OF WORK: Construct Prefabricated Truss Pedestrian Bridge

- Provide abutment design in accordance with the AASHTO LRFD Bridge Design Specifications, ODOT's Standard Specifications, ODOT Bridge Design Practice (where applicable), and County preferences.

### DELIVERABLES:

- General Plan and Elevation
- Substructure Staking Diagram
- Details of Abutments

### PROVIDED BY OTHERS

- All Superstructure Reactions for Abutment Design
- Bearing Device Design and Detailing, Including Connections with Abutments
- Expansion Joint Design and Detailing
- Survey, Including Contours, Existing Features and all Utilities.
- Final Trail Alignment and Profile Grade
- Roadway and Sidewalk Width
- Bridge Hydraulic and Scour Data
- Geotechnical report with abutment foundation recommendations including boring logs and boring locations with rock elevations.


SCHEDULE: Final Plans 90 Days After Approval of Preliminary Plans & Receipt of Required Information (Or as Mutually Agreed)

AUTHORIZED FUNDING: **\$12,700** (Lump Sum)

**GUY ENGINEERING SERVICES, INC.**

**SUBCONTRACTOR: NEO DESIGN LLC**

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

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

Printed: John E. Blickensderfer, PE

Printed: Steve Nicholls

Title: President

Title: Owner

August 21, 2019

Ryan R. Bellatti, PE, CFM  
Guy Engineering  
OKC Metro

**RE: Proposal for Midwest City Utilization of Historic Truss Bridge for Pedestrian Bridge**

Ryan:

NEO Design LLC is pleased to present this proposal for design services as defined in the Scope of Work below. It is our understanding that the city would like a Proposal to complete a Preliminary Study/ Report and Final Construction Plans for a potential Truss Bridge, as determined from the Preliminary Study, to be used for a new Pedestrian Bridge at the specified location. Our proposed Scope of Work, Deliverables, and Fees are outlined below.

**Scope of Work**

- **Phase 1:** Complete a Preliminary Study consisting of Review of current Inspection Reports, Field Inspections, and Analyses of potential Pedestrian Bridges. NEO assumes 3 total bridges and one meeting to discuss with client.
- **Phase 2:** Complete Final plans for relocating the truss bridge, repairing/ strengthening the truss, design the abutments, deck, bearings, and load rate the Pedestrian Bridge along with completing an estimated Construction Cost.

**Deliverables**

- One (1) Electronic Bridge Preliminary Report.
- One (1) set of Final Construction Plans for Phase 2.

**Supplied by the City of Midwest City**

- Existing Inspection Reports of Potential Truss Bridges.
- Existing Truss Plans for potential bridges if available.
- Geotechnical Study/ Report of Existing Foundation Material at Abutment locations.

**Fees**

The proposed fee for these scopes of services is to be billed as follows:

**Phase 1:** Upon completion of Preliminary Study and meeting – **Engineering Fee = \$18,000 NTE.**

**Phase 2:** Upon completion of 100% plans – **Engineering Fee = \$47,000 LSUM.**

We appreciate this opportunity to provide our professional services to you. Should you have any questions or comments regarding this matter, please do not hesitate to contact us. If you agree with this proposal, please sign and return one copy to our office.

Sincerely,

NEO DESIGN LLC



Tim R. Purkeypile, PE

Proposal Accepted By:  
Guy Engineering

Project Manager



Professional Service Industries, Inc.  
11825 S. Portland Avenue  
Oklahoma City, OK 73170  
Phone: (405) 735-6052  
Fax: (405) 735-6086

June 26, 2019

Ryan R Bellatti, PE, CFM – Branch Manager-OKC Metro  
Ryan-B@GUYengr.com  
Guy Engineering  
1741 W. 33<sup>rd</sup> Street, Suite 110  
Edmond, OK 73013

O: (405) 608-4217  
D: (539) 424-5081

**Re: Proposal for Geotechnical Services**  
Proposed Pedestrian Bridge  
Regional Park  
South of East Reno Avenue  
Midwest City, Oklahoma  
**Proposal No.: P0547-282298**

Dear Mr. Bellatti:

Thank you for the opportunity to submit this proposal. Professional Service Industries, Inc. (PSI), an Intertek Company, is submitting this proposal to conduct a geotechnical exploration for the above referenced pedestrian bridge project in Midwest City, Oklahoma. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

#### **PROJECT UNDERSTANDING**

Project information was provided by Mr. Ryan Bellatti, of Guy Engineering on June 25, 2019 via email to Mr. Peter Shau of PSI. The proposed pedestrian bridge will be located approximately 550 feet south of the East Reno Avenue Bridge at Woodside Drive and will span the Soldier Creek channel (approx. latitude/longitude 35.462498°/-97.380172°). PSI previously performed the geotechnical evaluations for the design of the new pedestrian bridge that is north of the proposed new bridge.

PSI has been provided photographs of the existing bridge and a .kmz view of the site.

PSI anticipates the proposed bridge will be single span. Information about the structural type is not available to PSI.

Structural loads were not provided to PSI; however, it is anticipated traffic will be composed mainly of pedestrian foot traffic. It is anticipated the bridge will be supported by shallow spread footing or deep foundation (steel piles or drilled shafts) and that the abutments will be protected from erosion.



Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

### **SCOPE OF SERVICES**

Based upon your request and PSI's current understanding of the project, we have outlined below a scope of services to provide a geotechnical study for the primary purpose of developing geotechnical design criteria for support of foundations for the planned project.

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, PSI proposes to drill test borings. PSI proposes to perform 2 soil test borings as closely at the creek embankments. Based on PSI's experience with the project area, PSI proposes to perform the borings to a minimum depth of 5 feet into the interpreted bedrock or a maximum depth of 50 feet, whichever is shallower, or auger refusal, if encountered within the proposed depths. Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if present, will be evaluated using the Texas Cone Penetration test.

Within the borings, penetration resistance testing and undisturbed sample collection will be performed in general accordance with the requirements of ASTM Designations D-1586 and D-1587, respectively. Borings will be approximately located in the field by PSI's drilling personnel by measuring distances with a tape measure from known reference points.

Representative soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program and may include testing of selected samples to evaluate the soils moisture content, plasticity and strength.

Project services do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. If you require such services, PSI can provide such under a separate proposal authorization.

### **REPORT**

At the conclusion of PSI's field and laboratory work, the data will be analyzed by one of PSI's experienced geotechnical engineers and a report will be prepared. The report will include the following:

- The exploration data
- A discussion of the data as it relates to the proposed development
- Recommendations for site preparation, including placement and compaction of fill soils, if needed
- Geotechnical recommendations to support foundation design
- Comments and recommendations relating to other observed geotechnical conditions which could impact development

PSI will provide a digital copy of the report for the pedestrian bridge project upon completion. Up to three hard copies of the reports can be provided upon request. The report will be addressed to Guy Engineering.



## SCHEDULE

Based upon our current schedule, PSI proposes to initiate services on this project within a week after receiving authorization to proceed. The fieldwork will take about 1 to 2 days to complete, **depending on weather and subgrade conditions and access limitations**. The written report can be submitted in about two weeks after completion of the field exploration depending on the extent of the laboratory-testing program. Preliminary verbal recommendations can be made to appropriate parties prior to submittal of the written report.

## SPECIAL INSTRUCTIONS

It should be noted that the drill rigs are heavy and some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

PSI will contact the local 1-Call utility service for public utility clearance prior to the start of drilling activities. It is PSI's experience that this service does not mark the locations of privately-owned utilities. PSI bases this proposal on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

The Oklahoma Water Resource Board requires that geotechnical borings drilled deeper than twenty feet, or that encounter groundwater, be backfilled with a minimum of ten feet with bentonite chip grout to an elevation four feet below land surface if no contaminated water or soil was encountered. Borings twenty feet or less in depth where groundwater has not been encountered can be backfilled with the cuttings from the boring. Multi-purpose completion reports will be filled out and submitted as required. The backfilling and completion reports are included in this proposal fee.

## FEES

It is proposed that the fee for the performance of the outlined scope of services be charged on a lump-sum basis and that the work be performed pursuant to the PSI's General Conditions. A copy of the PSI General Conditions is enclosed herewith and incorporated into this proposal. On the basis of the estimated quantities, it is estimated that the total lump-sum fee for the project will be **\$3,685.00**. This lump-sum fee assumes that the site is readily accessible to PSI's truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to the truck-mounted drill rig are not included in this proposal and will be charged at our direct cost plus 15 percent and will be in addition to the total estimated fee.

PSI will provide partial invoicing at the end of each calendar month as a percentage of the work completed for that month.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. Should conditions be encountered which require deepening the borings or additional investigation, PSI will notify the client to discuss modifying the outlined scope of services. Additional work beyond the estimated fee will not be performed without the client's prior authorization.

PSI is available to review earthwork and foundation related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be invoiced on a unit rate basis.



**AUTHORIZATION**

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact, if any initialed statement is included, or the signed page to our office. We will proceed with the work upon receipt of authorization.

PSI also requests that you complete the appropriate portions of the attached Project Data Sheet so that we may best serve your project.

PSI appreciates the opportunity to submit this proposal and looks forward to working with you. If you have any questions concerning this proposal, or if PSI can be of additional service, please contact this office.

Respectfully submitted,

For Professional Service Industries, Inc.

Ming-Cheng "Peter" Shau, P.E., D.GE  
Department Manager  
Geotechnical Services

Adedamola I.O. Oyesanya, P.E.  
Senior Geotechnical Engineer  
Geotechnical Services

Attachments: Project Data Sheet  
General Conditions

*In addition to Geotechnical Engineering, PSI performs a complete range of Environmental Consulting Services and Construction Materials Testing Inspection Services. In addition to those listed above, your project can be provided with the following:*

- |                                  |   |
|----------------------------------|---|
| * Environmental Site Assessments | * Fireproofing Inspection               |
| * Construction Materials Testing | * Indoor Air Quality Studies            |
| * Asbestos Sampling & Testing    | * Lead Based Paint Testing              |
| * Roof Testing & Inspections     | * Floor Flatness Testing                |
| * Wetland Investigations         | * Hydrologic/Hydraulic Engineering      |
| * Seismic Site Class Assessment  | * Advanced Laboratory and Field Testing |



**PROPOSAL ACCEPTANCE:**

<p><b>AGREED TO, THIS _____ DAY OF _____, 2019</b></p> <p><b>BY (<i>please print</i>):</b> _____</p> <p><b>TITLE:</b> _____</p> <p><b>COMPANY:</b> _____</p> <p><b>SIGNATURE:</b> _____</p>
---

**REMARKS**

The Following apply unless otherwise addressed in the proposal:

1. Prices are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
2. Drilling and field service rates are based on OSHA Level D personnel protection.
3. For sites where drilling is to occur that are not readily accessible to a truck-mounted drill rig, rates for rig mobility equipment, site clearing, and crew stand-by time will be charged as applicable.





### Project Data Sheet Subsurface Exploration

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
5. Number and Distribution of Reports:  

( ) Copies To: _____	( ) Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
6. Invoicing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_
7. Type of Structure: \_\_\_\_\_ Number of Floors: \_\_\_\_\_
8. Special Equipment or Installation: \_\_\_\_\_
9. Interior Column Spacing: \_\_\_\_\_ Exterior Column Spacing: \_\_\_\_\_
10. Exterior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
11. Interior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
12. Floor Slab Load: \_\_\_\_\_ Slab on Grade: \_\_\_\_\_ Basement/Depth: \_\_\_\_\_
13. Will elevation of site be raised by filling: \_\_\_\_\_ How Much: \_\_\_\_\_
14. Septic Tank: \_\_\_\_\_ Storm Water Drainage: \_\_\_\_\_
15. Pavement Type: \_\_\_\_\_ Traffic Load: \_\_\_\_\_ Traffic Type: \_\_\_\_\_
16. Other Pertinent information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
17. Is there any previous subsurface information available: \_\_\_\_\_  
 \_\_\_\_\_



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



## GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



May 13, 2020  
Mr. Ryan Bellatti, PE, CFM  
Branch Manager  
Guy Engineering  
1741 W. 33<sup>rd</sup> St, Ste. 110  
Edmond, OK 73013  
Office: 405.608.4217  
Mobile: 405.612.0030  
Email: ryan-b@guyengr.com

RE: Revised Proposal for Regulatory Review for the bridge replacement at Regional Park in Midwest City, Oklahoma

Dear Mr. Bellatti:

Thank you very much for asking us to participate in the referenced project. We are definitely interested in providing our services.

### **SCOPE OF SERVICES**

Our proposed scope of services is provided below.

- **Task 1, Pre-Planning and Discovery:** Guernsey personnel will coordinate all activities in preparation to perform the special studies. This effort will include a review of any existing information.
- **Task 2, Performance of Special Studies:** Guernsey personnel and subconsultants (Blackbird Environmental and Afendras Archaeology) will prepare studies (Initial Site Assessment (ISA), Wetland Delineation, and Archaeology Survey (optional)) to ensure there are no issues/concerns that could be encountered during the bridge replacement. These studies will assist in obtaining a U.S. Army Corps of Engineers (USACE) Section 404, Nationwide Permit for the activities associated with the bridge replacement.
  - **Task 2a, Initial Site Assessment (ISA) Reconnaissance:** The ISA will include the following activities:
    - Obtain a commercial database that identifies potentially hazardous waste and/or USTs in the area of the project site
    - Perform field reconnaissance of the project site to identify potentially hazardous waste sites in the area of the project site
    - Identify any current and/or abandoned coal mines within the study area
    - Preparation of a report documenting the findings
  - **Task 2b, Section 404 Clean Water Act – Wetland Evaluation:** A professional trained in wetlands delineation will review the project to determine if any wetlands will be impacted. We will review the latest version of the National Wetlands Inventory (NWI) maps to determine

**REALIZE** THE DIFFERENCE

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

how many, type, and location of the wetlands in the area of the project. We will also perform a visual identification of any other potential jurisdictional wetlands located within the project area. This evaluation will be in accordance with the 1987 USACE Wetland Delineation Manual.

A Pre-Construction Notification (PCN) for coverage under a USACE Section 404, Nationwide Permit. Nationwide Permits include General Conditions that limit the permittee from adversely affecting protected resources such as critical resource waters, listed species and/or properties.

- **Task 2c, Perform Phase I Cultural Resources Survey (optional task):**

**Results of Preliminary Background Research:** There are no previously recorded properties listed on the National Register of Historic Places (NRHP), Determinations of Eligibility (DOE), and Oklahoma Landmarks Inventory within or immediately adjacent to the project area.

**Cultural Resources Survey Scope of Work:** All work will be conducted per Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716, Sept. 1983), the Guidelines for Developing Archeological Survey Reports in Oklahoma and Report Components (Oklahoma State Historic Preservation Office [OKSHPO] Fact Sheet #16), and the U.S. Army Corps of Engineers [USACE] Cultural Resources Investigations – Field Methodology and Reporting Standards (2011 Draft). The purpose of the survey will be to locate cultural resources within the area of potential effect, evaluate the NRHP eligibility of located cultural resources, and assess the effect the proposed improvements would have on the resources.

The cultural resources survey will include background research, fieldwork, and reporting. Fieldwork will include surveys for archaeological and built environment resources if present (e.g. buildings, culverts, etc.) The archaeological portion will entail pedestrian surface survey, shovel testing, and auger (deep) testing as needed.

Archival and background research will include reviews of previously recorded archaeological sites and properties listed on the NRHP, DOE and Oklahoma Landmarks Inventory. A review of all available historic maps, aerial photographs, and any other relevant documentation will be completed.

The project area will be covered with 5 m pedestrian transects and a minimum of four shovel tests, due to the size of the project. The county soil data shows buried A horizons are possible within the project area. Auger testing will be used as needed to determine the presence/absence of buried surfaces and archaeological sites, when shovel testing is inadequate to do so.

The report will present the results of background research and all resources documented during fieldwork. All resources will be evaluated for NRHP eligibility. If resources are determined NRHP eligible or need additional investigation to determine NRHP eligibility, the potential effects of the proposed project on the resources will be assessed.

**FEE PROPOSAL**

The lump sum cost to provide the services identified above are presented below

<b>Tasks</b>	<b>Fee</b>
Tasks 1, 2a, and 2b: Pre-Planning and Discovery, ISA, and Section 404 – Wetland Evaluation	\$5,750.00
Task 2c: Phase I Cultural Resources Survey (optional task)	\$2,750.00
<b>Total</b>	<b>\$8,500.00</b>

The costs described herein are based on the scope of services identified above. There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required and scope modifications may become necessary. Any scope changes will be discussed and approved by the Guy Engineering prior to implementation. Guernsey will not accrue any out of scope charge without the express approval of Guy Engineering.

**CONTRACT ENGAGEMENT**

Guernsey has previously executed a Master Services Agreement with Guy Engineering to provide environmental services. This agreement will be used to address the services identified in this fee proposal. Ms. Angela Aikman will be the point of contact.

If these conditions are acceptable to you, please sign in the appropriate space identified at the bottom of this letter and send the signed copy to Guernsey.

Thank you for providing us with the opportunity to be of service, Guernsey looks forward to working with you on this project. If you have any questions, please feel free to contact me at my office 405.416.8294, cell 405.850.6443, fax 405.416.8114, or by e-mail at [angela.aikman@guernsey.us](mailto:angela.aikman@guernsey.us).

Sincerely,

**C. H. GUERNSEY & COMPANY**



Angela Aikman, CIE  
Vice President

**GUY ENGINEERING**

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

Signed: \_\_\_\_\_  
                                Signature

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

**C. H. GUERNSEY & COMPANY**

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

Signed: \_\_\_\_\_  
                                Signature

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



**BKL, Incorporated**

1623 East 6<sup>th</sup> Street  
Tulsa, Oklahoma 74120

918-835-9588

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

June 1, 2020

Ryan Bellatti, PE, CFM  
Guy Engineering  
1741 W 33<sup>rd</sup> St., Ste. 110  
Edmond, Ok. 73013

Re: Midwest City Pedestrian Bridge

Mr. Bellatti,

We understand the scope of work required of BKL, Inc. is to design and provide conceptual drawings, structural design, sealed and signed drawings, cost estimate, specification(s) and construction phase services for architectural gateway features at a new pedestrian bridge in Midwest City by Guy Engineering.

We propose that this project will be invoiced to Guy Engineering at an hourly rate not to exceed \$9,000 total including the following phases:

Preliminary Design	\$4,500.00
Construction Documents	\$3,000.00
Construction Phase	\$1,500.00

Our hourly rates are as follows:

Structural Engineer	\$177.00 per hour
Senior Architect	\$177.00 per hour
Project Architect	\$142.00 per hour
Project Draftsperson	\$97.00 per hour
Administrative	\$60.00 per hour

Please review this proposal and sign below if you would like to proceed. We appreciate this opportunity to be of service to you.

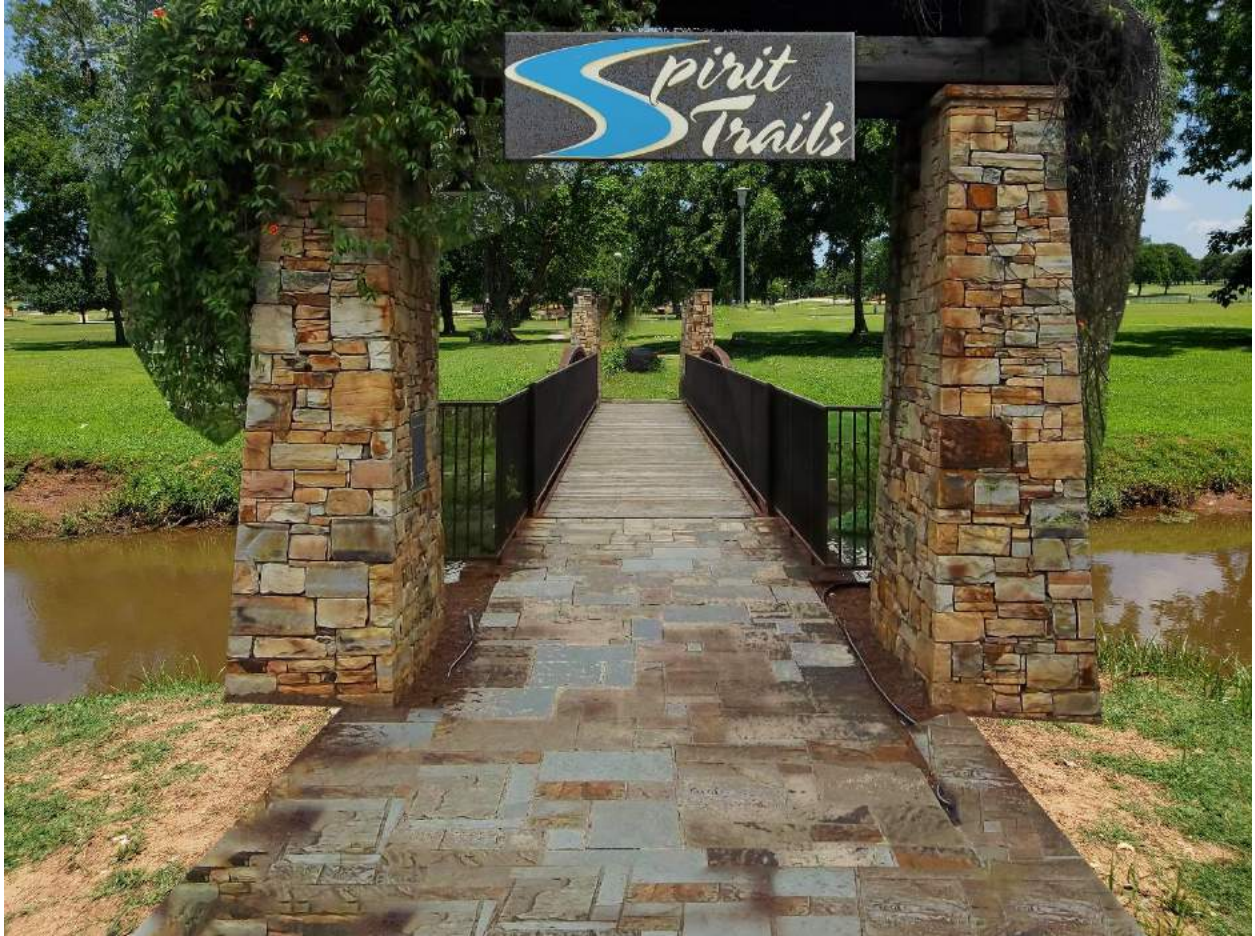
\_\_\_\_\_  
BKL, Inc.  
Jenni Hammock, AIA, NCARB  
Principal

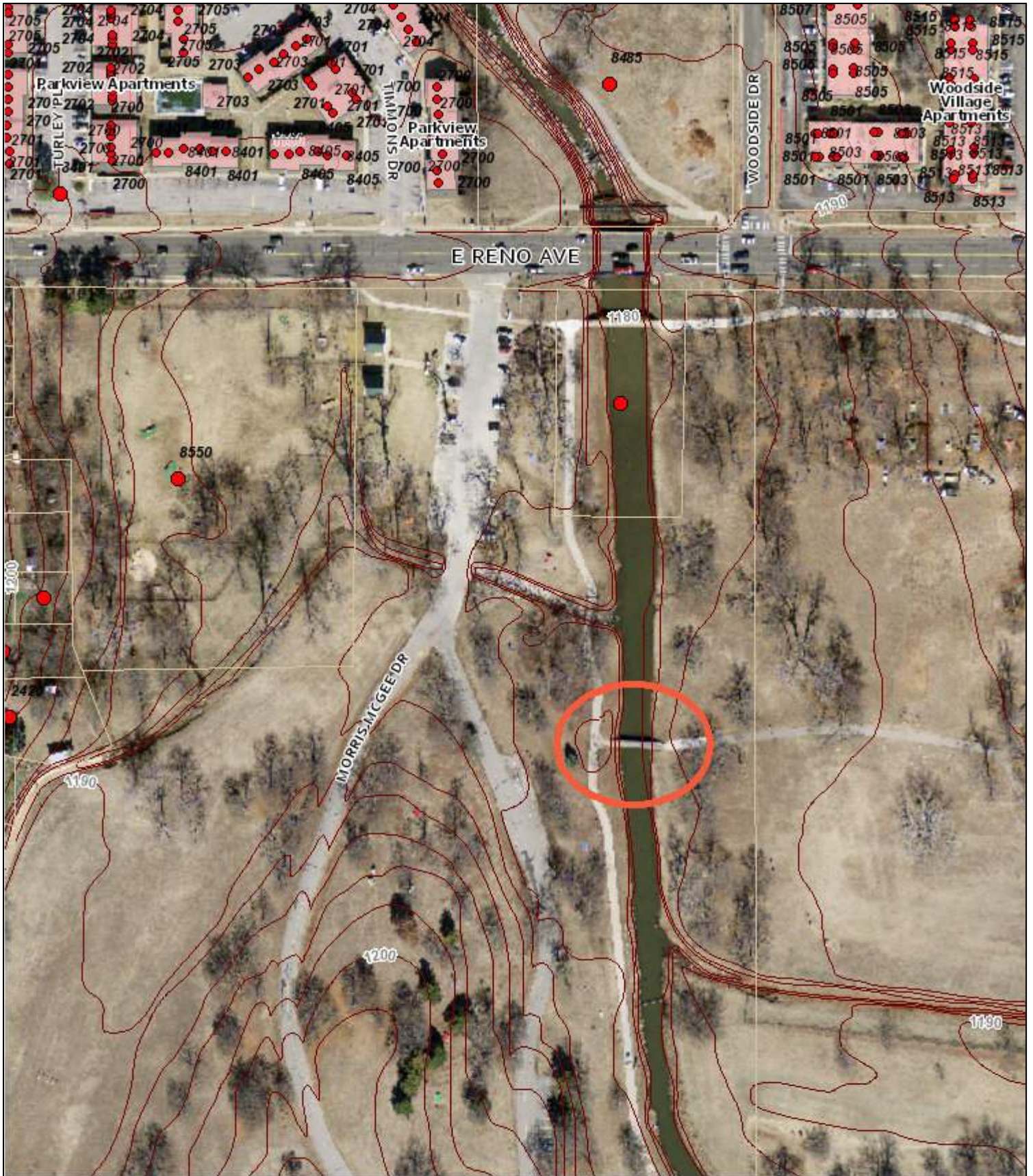
\_\_\_\_\_  
Guy Engineering  
Ryan Bellatti, PE, CFM

**Example Gateway Bridges**









### Legend

Areas



Override 1

Road Names

### 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.

**1 in = 188 ft**

when printed actual size  
on 8-1/2"x11" paper



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
 405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
 405-739-1062  
 8730 S.E. 15<sup>th</sup> Street,  
 Midwest City, Oklahoma 73110

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 23, 2020

Subject: Discussion and consideration of renewing contracts for FY 20-21 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.

**Traffic Signal Maintenance**

Midstate Traffic Control, Inc. has agreed to renew the Traffic Signal Maintenance contract without modification for FY 20-21 as follows:

BASE/MONTHLY RATE:	\$ <u>4,543.00</u>
Allowance for the addition of each signalized intersection:	\$ <u>79.25</u>
Allowance for the addition of each signalized school zone:	\$ <u>22.00</u>

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

Emergency Rate (two hour response):	\$ <u>140.00</u>
Standard Rate (48 hour response):	\$ <u>110.00</u>

**LOOP INSTALLATION RATE:** \$ 4.35 per linear fee

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

Rate shall be calculated for 1 to 3 bulbs at various locations per bulb per call out:  
 \$ 75.00

Rate shall be calculated for 4 or more bulbs at various locations per bulb per call out:  
 \$ 75.00

**DAMAGE/RECONSTRUCTION/MODIFICATION RATES:**

Hourly rate per man:	\$ <u>49.85</u>
Equipment rates:	<u>Plus 15 %</u>
Materials rate shall be based upon a percentage of markups over contractor cost and verifiable by paid invoice.	<u>Plus 15%</u>

In FY 19-20 approximately \$120,977.58 was encumbered with Midstate Traffic Control, Inc. for traffic signal maintenance.

## **Uniforms**

Unifirst Holdings, Inc. has agreed to renew the uniform contract without modification for FY 20-21 as follows:

### **Weekly Price Per Person:**

65/35 Shirts and pants (11 issue each)	<u>\$ 2.00 Shirts \$2.20 Pants</u>
100% cotton shirts and pants (11 issue each)	<u>\$2.50 Shirts \$3.20 Pants</u>
Security shirts and pants (11 issue each)	<u>\$2.50 Shirts \$3.20 Pants</u>
65/35 industrial jackets (2 issue)	<u>\$.366 each</u>
Hi viz T shirt Long & Short sleeve (11 total)	<u>\$.29 each</u>
Polo shirt, long & short sleeve (11 total)	<u>\$.184 each</u>
100% cotton blue jeans (11 total)	<u>\$.30 each</u>
Coverall, blend & 100% cotton (each)	<u>\$.39 each</u>
Service charge (prep fee) per garment	<u>\$.50 each</u>
Emblem charge (city emblem)	<u>\$ 1.25 each</u>
Emblem charge (wearer emblem)	<u>\$.35 each</u>
Embroidery charge	<u>\$ 3.80 each</u>

### **Weekly rental:**

Floor mats:	3 x 4	<u>\$ N/A</u>
	3 x 5	<u>\$ 1.25 each</u>
	4 x 6	<u>\$ 2.00 each</u>
	3 x 10	<u>\$ 2.50 each</u>
	18 x 18	<u>\$.52 each</u>
Red shop towels:		<u>\$.35 each</u>
Fender covers:		<u>\$.54 each</u>
36" Dust mop:		<u>\$.56 each</u>
Lab coats:		<u>\$.145 each</u>
Wall mounted air freshener:		<u>\$ 1.79 each</u>

### **Price each (non-rental):**

Heavy duty hand cleaner (200 M.L.)	<u>\$ 14.95</u>
Wall dispenser	<u>\$ N/C</u>
Antibacterial hand soap (800 M.L.)	<u>\$ 4.41</u>
Wall dispenser	<u>\$ N/C</u>
Paper hand towels (center pull)	<u>\$ 6.52</u>
Wall dispenser	<u>\$ N/C</u>
Hands-Free towels	<u>\$ 9.14</u>
Hands-Free antibacterial hand soap	<u>\$ 15.18</u>
Hands-Free heavy duty hand cleaner	<u>\$ 16.77</u>

In FY 19-20 approximately \$88,133.58 was encumbered with Unifirst Holdings, Inc.

Action is at the discretion of the Mayor and Council.

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

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

R. Paul Streets  
Public Works Director

Attachments: Contract Renewal Letters





**Public Works Administration**

**R. Paul Streets,**  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 27, 2020

Unifirst Holdings, Inc.  
Mr. David Mason  
General Manager  
2130 E California Ave  
Oklahoma City, OK 73117

“Uniforms”

Dear Mr. Mason,

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

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

Yes  
\_\_\_\_\_

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

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

Sign:  Title: C.P.D. Date: 5/27/2020



**Public Works Administration**

**R. Paul Streets,**  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 23, 2020

Subject: Discussion and consideration of renewing a contract, with modifications, for FY 20-21  
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 a total of ten (10) annual renewals. This is the eighth year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 20-21. In FY 19-20 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 205.82 To 208.91  
SENIOR PROJECT MANAGER From 76.90 To 78.05  
PROJECT SUPERINTENDENT From 48.64 To 49.37  
EQUIPMENT OPERATOR From 26.42 To 26.82  
LABORER From 23.35 To 23.70  
CONCRETE FINISHERS From 31.59 To 32.06  
LICENSED SURVEYOR AND FIELD CREW From 167.94 To 170.46

**CONCRETE PAVING REPAIRS**

100 to 20 SY (6"DEPTH) From 58.70 To 60.81  
100 TO 200 SY (8" DEPTH) From 67.65 To 70.36  
100 TO 200 SY (10" DEPTH) From 74.65 To 77.96  
201 TO 500 SY (6" DEPTH) From 55.55 To 57.72  
201 TO 500 SY (8" DEPTH) From 63.40 To 66.07  
201 TO 500 SY (10" DEPTH) 70.40 To 73.67  
500 TO 1000 SY (6" DEPTH) From 51.10 To 53.19  
50 TO 1000 SY (8" DEPTH) From 59.61 To 62.20



500 TO 1000 SY (10" DEPTH) From 66.20 To 69.39  
CURB AND GUTTER (LESS THAN 100 L.F.) From 54.85 To 55.92  
CURB AND GUTTER (OVER 100 L.F.) From 39.25 To 40.07  
SIDEWALKS (4" THICK LESS THAN 100 S.Y.) From 80.50 To 82.45  
SIDEWALKS (4" THICK MORE THAN 100 S.Y.) From 72.35 To 74.18  
ADDL COST PER CUBIC YARD FOR From 10.45 To 5.40

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

100 TONS PER DAY MIN. From 55.60 To 56.43  
101 TO 200 TONS PER DAY From 38.76 To 39.34  
201 TO 400 TONS PER DAY From 23.71 To 24.07  
401 TO 700 TONS PER DAY From 13.11 To 13.31  
701 TONS AND OVER PER DAY From 9.68 To 9.83  
TRACKLESS TACK COAT From 8.14 To 8.26  
TYPE S3 PER TON (MATERIAL ONLY) From 51.95 To 51.95  
TYPE S4 PER TON (MATERIAL ONLY) From 57.75 To 60.55  
TYPE S5 PER TON (MATERIAL ONLY) From 59.25 To 61.80  
FREIGHT FOR ASPHALT WITHIN MWC From 7.63 To 7.74  
(14 TON HOURLY EQUIPMENT RATES)

### **OTHER COMMON USED MATERIALS**

AGGREGATE BASE ROCK From 35.62 To 36.37  
RECYCLED CONCRETE BASE ROCK From 22.62 To 24.12  
RIP RAP STONE (18" SIZE ODOT SPECS) From 58.12 To 59.62  
CEMENT KILN DUST From 68.02 No Change  
SAND FOR ICE CONTROL From 23.27 To 24.02

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 20-21 funds will be available to be encumbered for Public Works General and Emergency Services.

Staff recommends approval.



R. Paul Streets  
Acting Public Works Director

Attachment: Renewal Agreement Letter

# Silver Star Construction Co., Inc

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

6-8-20

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 2020 / 2021. 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 1.5% percent increase in our base contract costs to fund a modest pay increase for our employees per the Southwest CPI city average for the last calendar year.

There are a few construction material increases as well that also stem from cost increases from the material suppliers in general i.e.: aggregate stone costs and concrete.

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 forty 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.

Sincerely  


Tim Caudle



City Of Midwest City 2020 Contract Proposed Renewal Pricing

	Current	Increase	Renewal	Justification
<b>Labor</b>				
Staff Engineer	\$205.82	\$3.09	\$208.91	1.5% CPI Adjustment
Senior Project Manager	\$76.90	\$1.15	\$78.05	1.5% CPI Adjustment
Project superintendent	\$48.64	\$0.73	\$49.37	1.5% CPI Adjustment
Equipment Operator	\$26.42	\$0.40	\$26.82	1.5% CPI Adjustment
Laborer	\$23.35	\$0.35	\$23.70	1.5% CPI Adjustment
Concrete Finishers	\$31.59	\$0.47	\$32.06	1.5% CPI Adjustment
Licensed Surveyor & Field Crew	\$167.94	\$2.52	\$170.46	1.5% CPI Adjustment
<b>Unit Cost Items</b>				
<b>Concrete Paving (HES)</b>				
100 to 200 SY 6" Depth	\$58.70	\$2.11	\$60.81	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
100 to 200 SY 8" Depth	\$67.65	\$2.71	\$70.36	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
100 to 200 SY 10" Depth	\$74.65	\$3.31	\$77.96	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
201 to 500 SY 6" Depth	\$55.55	\$2.17	\$57.72	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
201 to 500 SY 8" Depth	\$63.40	\$2.67	\$66.07	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
201 to 500 SY 10" Depth	\$70.40	\$3.27	\$73.67	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
501 to 1000 Sy 6" Depth	\$51.10	\$2.09	\$53.19	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
501 to 1000 Sy 8" Depth	\$59.61	\$2.59	\$62.20	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
501 to 1000 Sy 10" Depth	\$66.20	\$3.19	\$69.39	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
Curb & Gutter less than 100' in one area	\$54.85	\$1.07	\$55.92	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
Curb & Gutter over 100' in one area	\$39.25	\$0.82	\$40.07	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
Sidewalk 4" thick (Less than 100 SY)	\$80.50	\$1.95	\$82.45	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
Sidewalk 4" thick ( More than 100 SY)	\$72.35	\$1.83	\$74.18	1.5% CPI Adjustment & Concrete Increase (\$10.00 per CY)
Add'l cost per CY for HE Conc.	\$10.45		\$5.40	
<b>Asphalt Paving ( Lay down costs)</b>				
100 tons per day Minimum	\$55.60	\$0.83	\$56.43	1.5% CPI Adjustment
101 to 200 Tons Per day	\$38.76	\$0.58	\$39.34	1.5% CPI Adjustment
201 to 400 tons per day	\$23.71	\$0.36	\$24.07	1.5% CPI Adjustment
401 to 700 tons per day	\$13.11	\$0.20	\$13.31	1.5% CPI Adjustment
701 tons and Over per day	\$9.68	\$0.15	\$9.83	1.5% CPI Adjustment
Trackless Tack Coat	\$8.14	\$0.12	\$8.26	1.5% CPI Adjustment
Asphalt Type S3	\$51.95	\$0.00	\$51.95	Aggregate Increase & AC Decrease
Asphalt Type S4	\$57.75	\$2.80	\$60.55	Aggregate Increase & AC Decrease
Asphalt Type S-5	\$59.25	\$2.55	\$61.80	Aggregate Increase & AC Decrease
Freight for Asphalt delivery in MWC ( 14 ton minimum load)	\$7.63	\$0.11	\$7.74	1.5% CPI Adjustment
<b>Equipment Rentals</b>				
Road Grader	\$91.50		No Change	
Front End Loader	\$85.70		No Change	
Soil Compactor	\$69.25		No Change	
Water Truck	\$51.40		No Change	
Dump Truck	\$56.15		No Change	
Demolition Trucks & Trailers (40CY)	\$84.75		No Change	
Demolition Trucks & Trailers (70CY)	\$115.00		No Change	
Self Loading Knuckle Boom Trucks (45CY)	\$103.00		No Change	
Trailer Mounted Wood Chipper (Up to 8")	\$61.00		No Change	
Semi Trailer End Dumps	\$73.00		No Change	
Track Hoe ( 90,000 lbs class)	\$199.00		No Change	
Track Hoe ( 60,000 lbs class)	\$169.00		No Change	
Scraper ( 615 Cat or Equal)	\$152.00		No Change	
Skid Steer loaders	\$52.00		No Change	
Road Reclaimer ( Bomag 362 type)	\$188.85		No Change	
Road Reclaimer ( CMI RS 500 type)	\$277.40		No Change	
Back Hoe Or Mini Hoe	\$56.00		No Change	
Street Sweeper	\$125.00		No Change	
Bull dozer Cat D-7 or equal	\$197.00		No Change	
Bull dozer Cat D-6 or equal	\$149.00		No Change	
Bull dozer Deere 400	\$85.00		No Change	
Grade All (Or Similar Type Excavator)	\$140.00		No Change	

Tree Spade Truck	\$85.00			No Change
Milling Machine (12 foot profiling width)	\$325.00			No Change
Tractor Box Blade	\$60.00			No Change
Salt & Sand Trucks	\$85.00			No Change
Tractor Mower Bat-Wing Configuration	\$65.00			No Change
Bucket Truck	\$105.00			No Change
Air Curtain Burner	\$30.00			No Change
Tub Grinder (min 750 HP)	\$915.00			No Change
Extra Crew PU trucks as needed ( per Day)	\$81.00			No Change

**Other commonly used materials as Needed**

Aggregate Base Rock	\$35.62	\$0.75	\$36.37	Increase Aggregate Prices
Recycled Concrete base rock	\$22.62	\$1.50	\$24.12	Increase Aggregate Prices
Rip Rap Stone (18' Size ODOT Specs)	\$58.12	\$1.50	\$59.62	Increase Aggregate Prices
Cement Kiln Dust	\$68.02		No Change	No Change
Sand For Ice control	\$23.27	\$0.75	\$24.02	Increase Aggregate Prices
Bonds as needed ( per thousand dollars)	\$0.90			No Change

**Emergency Services**

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$28.40			No Change
Vegetative Debris Removal by CY (Include Tipping Fee)	\$34.95			No Change
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$186.80			No Change
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$215.34			No Change
Trimming of Hazardous Trees & Limbs	\$127.10			No Change
Tree Removal (0-24" DBH per tree)	\$400.00			No Change
Tree Removal (24-48" DBH per tree)	\$787.00			No Change
Tree Removal (>48" DBH per tree)	\$1,195.00			No Change
C & D Storm Debris Removal Per CY	\$32.70			No Change
C & D Storm Debris Removal Per Ton	\$88.79			No Change

**Non-Emergency Curbside Debris Clean Up**

Vegetative Debris Removal by CY (Exclude Tipping Fee)	\$24.00			No Change
Vegetative Debris Removal by CY (Include Tipping Fee)	\$30.55			No Change
Vegetative Debris Removal by Ton (Exclude Tipping Fee)	\$165.00			No Change
Vegetative Debris Removal by Ton (Include Tipping Fee)	\$192.49			No Change
C & D Storm Debris Removal Per CY	\$25.05			No Change
C & D Storm Debris Removal Per Ton	\$130.49			No Change

# Southwest Information Office

Search Southwest Regic

[Bureau of Labor Statistics](#) > [Geographic Information](#) > [Southwest](#) > Table

## Consumer Price Index Overview Table – Southwest

**Consumer Price Index for All Urban Consumers, All Items, for the U.S. City Average, South, and selected metropolitan areas, not seasonally adjusted (1982-84=100 unless otherwise noted)**

Area (Links provide latest full news releases)	Back data	Annual average 2019	Mar 2020	Apr 2020	Percent change		
					Annual average 2018 to 2019	12 months ended	
						Mar 2020	Apr 2020
<a href="#">U.S. City Average</a>		255.657	258.115	256.389	1.8	1.5	0.3
<a href="#">South(1)</a>		246.265	248.136	246.254	1.5	1.1	-0.2
<b>South City Size Class (population)</b>							
<b>A (greater than 2,500,000)</b>		251.110	252.746	251.019	1.7	1.1	-0.2
<b>B/C (2,500,000 or less)(2)</b>		155.489	156.768	155.508	1.3	1.0	-0.3
<b>Metropolitan areas</b>							
<a href="#">Dallas-Fort Worth-Arlington, TX(3)</a>		237.732	238.865		2.1	1.0	
<a href="#">Houston-The Woodlands-Sugar Land, TX(3)</a>		228.799		226.387	1.3		-1.3

**Footnotes**

(1) The South region includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

(2) Index on a December 1996=100 base.

(3) Published in alternate months.

Source: [Consumer Price Index](#)

The Consumer Price Index (CPI) measures changes in prices of all goods and services purchased for consumption by urban households.

Schedule of [Upcoming Releases for the Consumer Price Index](#)



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

**Assistant City Manager**  
**Vaughn Sullivan**

[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

## Memorandum

To: Honorable Mayor and City Council

From: Vaughn K. Sullivan, Assistant City Manger

Date: June 23, 2020

Subject: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21.

Formerly the little league football program was hosted at Tel-Star North Football Complex. In order to bring back little league football to Midwest City and to streamline maintenance efforts, together the Midwest City YMCA and City Staff thought that Doug Hunt Softball Complex would be a good location for little league football. Last fall they had 8 teams playing in the league and hosted a tournament.

The City of Midwest City enters into an annual agreement with the Midwest City Branch YMCA that specifies what services each party is responsible for on an annual basis.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Services Contract

**SERVICES CONTRACT**  
City of Midwest City Parks & Recreation Department

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the YMCA of Greater Oklahoma City through the Midwest City YMCA Branch (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the football program (the program) in Midwest City at Doug Hunt Softball Complex. The days of programming will include Wednesday's, Thursday's and Saturday's depending on availability of the Complex. The term of this contract shall begin July 1, 2020 and end June 30, 2021. The Owner on an annual basis under the same terms and conditions may extend this contract. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30). Written notice shall be provided at the following contact addresses:

OWNER Director of Parks and Recreation City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110 Or <a href="mailto:vsullivan@midwestcityok.org">vsullivan@midwestcityok.org</a>	SPONSOR YMCA of Greater Oklahoma City Midwest City YMCA Branch 2817N. Wood Crest Dr. Midwest City Ok, 73110 Or <a href="mailto:ASanford@ymcaokc.org">ASanford@ymcaokc.org</a>
--	--
  
2. It is expressly agreed that Owner shall be responsible for the following in addition to other responsibilities set forth in this contract:
  - a. Utilities (water, sewer, sanitation and electrical services);
  - b. Mowing and trimming of all City owned property both inside and outside of Doug Hunt Softball Complex;
  - c. Will inspect Doug Hunt Softball Complex and bring them up to playing standards. This includes fields and facilities;
  - d. Will make all necessary weed control and fertilization applications;
  - e. Provide meeting room space at Community Center subject to availability;
  - f. Will cross promote any related marketing/advertisement materials for the program;

3. It is expressly agreed Sponsor shall be responsible for the following in addition to the other responsibilities set forth in this contract:
  - a. Administration of league except those responsibilities of Owner as specified in Paragraph 2;
  - b. Collection of entry fees for leagues and tournaments;
  - c. Scheduling of tournaments, and communication of same to teams;
  - d. Rescheduling of leagues and tournaments, and communication of same to teams;
  - e. Cancellations;
  - f. Approval of rules;
  - g. Distribution/collection/updating of rosters and player cards;
  - h. Team sanctioning;
  - i. Purchase of trophies for leagues and tournaments;
  - j. Setting rates (includes entry fees, gate admission and concession);
  - k. Contracting with officials;
  - l. Fundraising;
  - m. Protests;
  - n. Coaches discipline;
  - o. Tournament administration;
  - p. Daily regular season and tournament field maintenance including any equipment and supplies needed;
  - q. Standings;
  - r. Employees, equipment, supplies, etc. for the operation of the gate collection;
  - s. Phones needed for operation of program, including rainout number;
  - t. Facility upkeep, which includes improvements at Doug Hunt Softball Complex,



existing and future buildings, existing and future additions to facilities;

- u. Conduct coaches background checks and coaches certifications and maintain copy of same for Owner's review;
  - v. insurance verification.
4. Owner will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the Sponsor's activity, provided that refuse is deposited in receptacles provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all park grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up twice weekly (schedule determined by agreement of Owner and Sponsor).
  5. Sponsor will not permit any activities to continue beyond the hour of midnight without prior approval from the City's Parks and Recreation Manager. All exterior lights except for security lights to be turned out within 15 minutes after the cessation of activities on the lighted fields.
  6. Sponsor will adhere to adopted bylaws of the organization and can be held accountable to do so or agreement can be terminated following guidelines set further in said agreement.
  7. Owner shall have a representative on any advisory board and or any subcommittee of the Sponsor concerning the program.
  8. It is expressly agreed that there will be an annual inspection of the facilities by Owner and Sponsor to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor and Owner.
  9. Owner shall furnish Sponsor with adequate sets of keys to the facilities. Only locks and keys supplied by Owner shall be used. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein at the contact addresses set out above. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Sponsor shall furnish Owner with keys to structures that contain only Sponsor equipment. Said keys will be kept in the Parks and Recreation Department office in the Midwest City Community Center. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
  10. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.

All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in Contact Addresses listed above.

11. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
12. This contract shall become effective on the 1st day of July, 2020, and shall continue in force and effect until midnight on the 30th day of June, 2021.

Agreed to and witnessed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES. II,  
MAYOR  
CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
DAVID A. WARDE,  
CFO  
GREATER YMCA OF OKLAHOMA CITY

ATTEST:

\_\_\_\_\_  
SARA HANCOCK,  
CITY CLERK  
CITY OF MIDWEST CITY, OKLAHOMA

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE  
CITY ATTORNEY  
CITY OF MIDWEST CITY, OKLAHOMA



**Vaughn Sullivan**  
**Assistant City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
vsullivan@midwestcityok.org  
Office: 405-739-1207  
www.midwestcityok.org

## Memorandum

To: Honorable Mayor and City Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 23, 2020

Subject: Discussion and consideration of approving and entering into the FY 2020-2021 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex.

The City of Midwest City enters into an annual agreement with the Midwest City Branch YMCA that specifies what services each party is responsible for on an annual basis at Reed Baseball Complex and Civic Baseball Complex.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Services Contract

**SERVICES CONTRACT**  
City of Midwest City Parks & Recreation Department

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Greater YMCA of Oklahoma City through the Midwest City YMCA Branch (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the baseball program (the program) in Midwest City at Civic Park and Marion Reed Baseball Complex. The term of this contract shall begin July 1, 2020 and end June 30, 2021. This contract may be extended by the Owner on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30). Written notice shall be provided at the following contact addresses:

<b>OWNER</b>	<b>SPONSOR</b>
Director of Parks and Recreation	Midwest City YMCA
City of Midwest City	287 N Woodcrest Dr.
100 N. Midwest Blvd.	Midwest City, OK 73110
Midwest City, OK 73110	Or asanford@ymcaokc.org
Or vsullivan@midwestcityok.org	

2. It is expressly agreed that Owner shall be responsible for the following in addition to other responsibilities set forth in this contract:
  - a. Utilities (water, sewer, sanitation and electrical services);
  - b. Mowing and trimming of all City owned property both inside and outside of Civic Park and Reed Baseball Complex;
  - c. Will inspect both Civic Park and Reed Baseball Complex and bring them up to playing standards. This includes fields and facilities;
  - d. Will make all necessary weed control and fertilization applications;
  - e. Provide meeting room space at Community Center subject to availability;
  - f. Will cross promote any related marketing/advertisement materials for the program;

3. It is expressly agreed Sponsor shall be responsible for the following in addition to the other responsibilities set forth in this contract:
  - a. Administration of league except those responsibilities of Owner as specified in Paragraph 2;
  - b. Collection of entry fees for leagues and tournaments;
  - c. Scheduling of tournaments, and communication of same to teams;
  - d. Rescheduling of leagues and tournaments, and communication of same to teams;
  - e. Cancellations;
  - f. Approval of rules;
  - g. Distribution/collection/updating of rosters and player cards;
  - h. Team sanctioning;
  - i. Purchase of trophies for leagues and tournaments;
  - j. Setting rates (includes entry fees, gate admission and concession);
  - k. Contracting with umpires;
  - l. Fundraising;
  - m. Protests;
  - n. Coaches discipline;
  - o. Tournament administration;
  - p. Daily regular season and tournament field maintenance including any equipment and supplies needed;
  - q. Standings;
  - r. Employees, equipment, supplies, etc. for the operation of the concession and gate collection;
  - s. Phones needed for operation of program, including rainout number;

- t. Facility upkeep which includes improvements at Civic Park and Marion Reed Baseball Complex, existing and future buildings, existing and future additions to facilities;
  - u. Conduct coaches background checks and coaches certifications and maintain copy of same for Owner's review;
  - v. insurance verification.
4. Owner will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the Sponsor's activity, provided that refuse is deposited in receptacles provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all park grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up twice weekly (schedule determined by agreement of Owner and Sponsor).
  5. Sponsor will not permit any activities to continue beyond the hour of midnight without prior approval from the City's Parks and Recreation Manager. All exterior lights except for security lights to be turned out within 15 minutes after the cessation of activities on the lighted fields.
  6. Sponsor will adhere to adopted bylaws of the organization and can be held accountable to do so or agreement can be terminated following guidelines set further in said agreement.
  7. Owner shall have a representative on any advisory board and or any subcommittee of the Sponsor concerning the program.
  8. It is expressly agreed that there will be an annual inspection of the facilities by Owner and Sponsor to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor and Owner.
  9. Owner shall furnish Sponsor with adequate sets of keys to the facilities. Only locks and keys supplied by Owner shall be used. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein at the contact addresses set out above. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Sponsor shall furnish Owner with keys to structures that contain only Sponsor equipment. Said keys will be kept in the Parks and Recreation Department office in the Midwest City Community Center. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.

10. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by Sponsor and Owner based on the availability of funds. All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in Contact Addresses listed above.
11. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
12. This contract shall become effective on the 1st day of July 2020, and shall continue in force and effect until midnight on the 30th day of June 2021.

Agreed to and witnessed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

\_\_\_\_\_  
DAVID A. WARDE,  
CFO  
GREATER YMCA OF OKLAHOMA CITY

ATTEST:

\_\_\_\_\_  
SARA HANCOCK,  
CITY CLERK  
CITY OF MIDWEST CITY, OKLAHOMA

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE  
CITY ATTORNEY  
CITY OF MIDWEST CITY, OKLAHOMA



**Vaughn Sullivan**  
**Assistant City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
vsullivan@midwestcityok.org  
Office: 405-739-1207  
www.midwestcityok.org

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Vaughn Sullivan, Assistant City Manager

DATE: June 23, 2020

SUBJECT: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for FY 2020-21.

The City of Midwest City enters into an annual agreement with the Midwest City Soccer Club that specifies what services each party is responsible for on an annual basis.

Staff recommends approval of this contract.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Services Contract



**SERVICES CONTRACT**  
Parks & Recreation Division

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Midwest City Soccer Club (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the soccer program (the program) in Midwest City. The terms of this contract shall begin July 1, 2020 and end June 30, 2021. This contract may be extended by the Owner on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30).
2. It is expressly agreed that Owner shall be responsible for the following at the Soccer Complex in addition to other responsibilities set forth in this contract:
  - a. Water, sewer, sanitation;
  - b. Mowing and trimming of the common areas as needed;
  - c. Meeting room space at Midwest City Community Center subject to availability.
3. It is expressly agreed Sponsor shall be responsible for the following at the Soccer Complex in addition to the other responsibilities set forth in this contract:
  - a. Administration of league;
  - b. Collection of entry fees for leagues and tournaments;
  - c. Scheduling of leagues and tournaments;
  - d. Rescheduling of leagues and tournaments;
  - e. Game cancellations;
  - f. Approval of rules;
  - g. Distribution/collection/updating of rosters and player cards;
  - h. Team sanctioning;
  - i. Purchase of awards/trophies for leagues and tournaments;
  - j. Setting rates (includes registration fees, gate admission and concession);

- k. Contracting with officials;
  - l. Fundraising;
  - m. Protests;
  - n. Coaches discipline;
  - o. Tournament administration;
  - p. Daily regular season and tournament field maintenance;
  - q. Standings;
  - r. Employees, equipment, supplies, etc. for the operation of the concession and gate collection;
  - s. Phones and electricity needed for operation of the program;
  - t. Facility upkeep which includes improvements at the existing and future buildings, existing and future additions to the Regional Park Soccer Complex, electrical and plumbing;
  - u. Equipment and manpower to mow, trim and maintain areas not listed under Owner's responsibilities;
  - v. Work with Mid-Del Schools to host games when possible;
  - w. Any other administrative duties which are required in the operation of the program;
  - x. Conduct coaches background checks;
4. Owner will furnish dumpster and will remove and dispose of all rubbish, refuse and garbage from the soccer complex resulting from Sponsor's activity, provided that all rubbish, refuse and garbage is deposited in dumpster provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all Soccer Complex grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up on a schedule determined by agreement of Owner and Sponsor.

5. It is expressly agreed that there will be an annual inspection of the Soccer Complex by Owner and Sponsor to assure proper ongoing maintenance of the Soccer Complex. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor's and Owner's representatives.
6. Owner shall furnish Sponsor with adequate sets of keys and locks to the gates of the Soccer Complex. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
7. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by Sponsor and Owner based on the availability of funds. All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in the contract.
8. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract is in addition to the requirements set out in the lease agreement between the parties. This contract can only be altered or changed if done so in writing and signed by both parties.
9. This contract shall become effective on the 1st day of July 2020, and shall continue in force and effect until midnight on the 30th day of June 2021.

Agreed to and witnessed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
BOB BRYAN, VICE-PRESIDENT  
MIDWEST CITY SOCCER CLUB

\_\_\_\_\_  
DARREN HIGGINS, PRESIDENT  
MIDWEST CITY SOCCER CLUB

Address:\_\_\_\_\_

Address:\_\_\_\_\_

Email:\_\_\_\_\_

Email:\_\_\_\_\_

Phone:\_\_\_\_\_

Phone:\_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
MATTHEW D. DUKES. II MAYOR  
CITY OF MIDWEST CITY

Address:\_\_\_\_\_

Email:\_\_\_\_\_

Phone:\_\_\_\_\_

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE  
CITY ATTORNEY



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

## Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 23, 2020

Subject: Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$55,364.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Fire Station One renovation located at 8201E. Reno.

On April 9, 2020, staff submitted a request for qualifications for architectural and engineering services, in conjunction with the Fire Station One renovation, to nine (9) firms specializing in architecture and engineering services; 505 Architects, Cedar Creek Consulting, Crafton Tull, CH Guernsey and Company, Johnson and Associates, Professional Engineering Consultants (PEC), TAP Architects, Selser Schaefer Architects and HSE Architects. On May 1, 2019, staff received two (2) responses to the request; CH Guernsey and Company and HSE Architects. An evaluation committee consisting of city staff and ADG Consulting met to discuss the submissions and selected CH Guernsey and Company (See attached consulting recommendation memo from ADG).

Subsequently, staff has successfully negotiated a contract for architectural and engineering services with CH Guernsey. Guernsey has submitted a Task Order Agreement for consulting services related to the 2018 Moving Midwest City Forward bond issue, Fire Station One renovation located at 8201 E. Reno. The scope of services includes master planning, HVAC system upgrade engineering and some interior renovation design and all CDs needed to execute the HVAC system replacement and renovations, in amount not to exceed \$55,364.00.

Funds are budgeted and available in the bond issue account. Staff recommends approval.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Police/Fire Training Facility Task Order Agreement  
ADG Consultant Selection Process and Recommendation Memo



# Memorandum

**To:** Vaughn Sullivan

**From:** Melanie Draper

**ADG Project Number:** 18-119

**ADG Project Name:** Fire Station Remodel

**Date:** 05.08.2020

**Re:** Consultant Selection Process and Recommendation

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The following memo has been prepared and forwarded by ADG, PC (ADG) to the City of Midwest City to (1) more fully document the Consultant Selection Process for the Fire Station Remodel Project (the Project) under the 2018 Moving Forward GO Bond, and (2) provide the results of this process as recorded by ADG. Based on ADG's prior experience, as well as preceding conversations with City Staff, it is our opinion that the process utilized was in full compliance with current O.S. Title 61 requirements. In summary, the selection process included the following phases:

1. **Request for Qualification (RFQ):** On April 9, 2020 an RFQ was issued to nine (9) individual firms, each of whom, in the opinion of Midwest City Staff and ADG, were qualified to execute the Project. Firms to which the RFQ was submitted included:
  - a. 505 Architects
  - b. Cedar Creek Consulting
  - c. Crafton Tull
  - d. CH Guernsey and Company
  - e. Johnson and Associates
  - f. Professional Engineering Consultants (PEC)
  - g. TAP Architects
  - h. Selser Schaefer Architects
  - i. HSE Architects
  
2. **RFQ Review:** Of the nine (9) firms which received the RFQ, three (3) submitted Qualification Statements back to the City of Midwest City on May 1, 2020 for consideration. Responding firms included:
  - a. Professional Engineering Consultants (PEC)
  - b. HSE Architects
  - c. CH Guernsey and Company

On May 6, 2020 Midwest City Staff and ADG reviewed all responses and unanimously selected Ch Guernsey and Company to move forward with fee negotiations. This determination was made based on qualifications as well as specific selection criteria identified in the original RFQ. Written notification was made to each responding firm on May 7, 2020 regarding their submission. CH Guernsey and Company was advised of Midwest City's intent to establish the order of contract negotiation. PEC and HSE were notified they were not selected to move into the next phase of the project.

3. **References:** References provided by each of responding firms were contacted regarding their experience with the subject firm. Notes from these conversations were assembled and provided to City of Midwest City Staff for consideration.
4. **Consultant Justification:** On May 6, 2020 each of the responding firms provided projects of similar size and scope to the Selection Committee. This committee included yourself, staff from ADG, and Chief Bert Norton (MWC Fire Chief). The Selection Committee reviewed the submissions and assessed the firm against the specific project scope on experience, qualifications, as well as other meaningful selection criteria specified by City of Midwest City Staff. Example projects submitted were analyzed to ensure the responding firms could effectively meet the need of this specific project in the given budget which is highly constrained. Additional justification in the selection of CH Guernsey and Company is their prior knowledge and experience of this building which will be a significant advantage to the project as this building needs environmental remediation and mechanical/plumbing upgrades.

Based on the preceding process, and the presentation scores associated with each short-listed firm, ADG recommends the order of contract negotiation be as follows:

1. CH Guernsey and Company
2. HSE Architects
3. Professional Engineering Consultants (PEC)

Digital copies of all RFQ responses, reference information, and presentation scorecards are currently on file at the Oklahoma City Office of ADG. Please contact us directly should the City of Midwest have need of any of this documentation.

**TASK ORDER**  
Fire Station No1 Renovation

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, Oklahoma a Municipal Corporation (Client) dated 18 March, 2019 of Master Agreement.

**SCHEDULE A - SCOPE OF SERVICES**

Refer to Attachment A

**SCHEDULE B - COMPENSATION**

Attachment A is a lump sum fee for scope of service identified. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed and approved by the Client prior to implementation. GUERNSEY will not accrue any out of scope charge without the express approval of Client.

**SCHEDULE C - PAYMENT**

Invoicing will occur on a monthly basis.

**SCHEDULE D - INSURANCE**

No Changes from Master Agreement

**SCHEDULE E - GOVERNING LAW / DISPUTE RESOLUTION**

No Changes from Master Agreement

**SCHEDULE F - OTHER MODIFICATIONS**

No Changes from Master Agreement



The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: \_\_\_\_\_

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

For GUERNSEY: David Oman \_\_\_\_\_

Title: Vice President \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of 9 June, 2020.

City of Midwest

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

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

C. H. GUERNSEY & COMPANY

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

Title: Vice President \_\_\_\_\_



June 9, 2020

**Mr. Vaughn Sullivan**

Assistant City Manager  
405-739-1207

**Re: Fire Station No1 Renovation Proposal Letter**

Mr. Sullivan,

Guernsey is pleased to submit Scope and Fee proposal for design services on the Fire Station Renovation located at 8201 E Reno. The Construction Cost Limitations (CCL) for this project is \$552,948. Our design fees are based on understanding from the RFP, issued April 9, 2020 (refer Attachment A). Our Scope of Work is outlined below:

Design Fee (Lump Sum):

- Design, Bidding, and Construction Administration Fees \$ 55,364

If you have any questions or need more information regarding this proposal, do not hesitate to contact me.

Sincerely,  
Guernsey

David Oman, AIA  
Vice President  
Ph. 405.416.8259  
Mobil. 405.919.1518  
[david.oman@guernsey.us](mailto:david.oman@guernsey.us)

**REALIZE** THE DIFFERENCE

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

## **Detailed Scope of Services**

### **Programming** \$5,500

- Programming Meeting
  - Conduct 1 on-site meeting to develop Program requirements
  - Develop concept sketches for desired adjustments with key personnel
- Concept Meeting
  - Conduct 1 on-site meeting to present concepts
  - Incorporate changes

### **Schematic Design** \$9,125

- Develop SD for renovated area
- Develop Rough Order Magnitude (ROM) cost estimate
- Conduct on-site review meeting with City of MWC
  - Develop Confirmation Notice and incorporate all comments into documents
- Printing - 2 full size, 2 half size and 1 pdf

### **Construction Documents** \$17,289

- Develop project Specifications
- Develop project construction drawings
- Develop Rough Order Magnitude (ROM) cost estimate
- Conduct on-site review meeting with City of MWC
  - Develop Confirmation Notice and incorporate all comments into documents
- Printing - 2 full size, 2 half size, 4 specifications, and 1 pdf

### **Bidding** \$3,100

- Conduct Pre-Bid meeting
- Respond to Bid RFI's
- Issue Addendum (if needed)
- Attend Bid Opening
- Issue Letter of Recommendation

### **Construction Administration** \$13,700

- Review Shop drawing (limit two reviews)
- Review Submittals (limit two reviews)
- Respond to Construction RFI's
- Conduct monthly site visits
  - 3 - site visits - 1 person per visit
  - 1 - final site visit - 2 persons
  - Prepare and issue Site Observation Report(s)
- Issue Substantial Completion letter

### **Constructed As-Builts** \$2,300

- Guernsey will make as-built corrections to CADD files based on GC mark-ups.
- Guernsey will provide updated CADD files and one electronic pdf to City of MWC

### **Additional Costs** (costs are included in Design Fee Lump Sum)

- As-built Existing conditions \$3,000 (limited to renovated area)
- Printing \$1,350 (SD and CD prints)

### Miscellaneous

- MWC will be responsible for providing all documents to prospect bidders.
- Contractor will be responsible for all documents required for construction.
- Attend 1 public meeting (1 person)

### Services Not Provided

- Any design beyond what is noted above
- Topographic Survey
- Geotechnical Investigation and Report
- Storm Water detention verification
- Permitting Cost
- Retro-Commissioning or testing existing equipment for proper operation
- LEED or other Sustainable Documentation
- Landscape/Irrigation
- Civil Engineering
- Structural Engineering
- Fire Protection Engineer
- Environmental Survey and Reports - Guernsey will rely on City of MWC provided report
- Renderings and/or animations
- Design services associated to any temporary off-site relocation to support construction

### Proposed Design Schedule

Below is a suggested schedule. Guernsey will work with the City of Midwest City to develop design and review schedule agreeable to all parties.

- 30 days Scope/Fee and Contract
- 30 days Schematic Design
- 60 days Construction Documents
- 60 days Bid and Award
- 180 days Construction Administration
- 360 days Total calendar days



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

### Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Assistant City Manager

Date: June 23, 2020

Subject: Discussion and consideration of approving and entering into an agreement to execute a Task Order associated with a contract approved and entered into on July 12, 2019 with C. H. Guernsey & Company (Guernsey), in an amount not to exceed \$80,675.00, for development of construction documents (CDs) related to the 2018 Moving Midwest City Forward bond issue, Police/Fire Training Facility located at 9555 S.E. 15th Street.

On April 9, 2020, staff submitted a request for qualifications for architectural and engineering services, in conjunction with the Police/Fire Training Facility, to nine (9) firms specializing in architecture and engineering services; 505 Architects, Cedar Creek Consulting, Crafton Tull, CH Guernsey and Company, Johnson and Associates, Professional Engineering Consultants (PEC), TAP Architects, Selser Schaefer Architects and HSE Architects. On May 1, 2019, staff received two (2) responses to the request; CH Guernsey and Company and HSE Architects. An evaluation committee consisting of city staff and ADG Consulting met to discuss the submissions and selected CH Guernsey and Company (See attached consulting recommendation memo from ADG).

Subsequently, staff has successfully negotiated a contract for architectural and engineering services with CH Guernsey. Guernsey has submitted a Task Order Agreement for consulting services related to the 2018 Moving Midwest City Forward bond issue, Police/Fire Training Facility located at 9555 S.E 15<sup>th</sup> Street. The scope of services includes site planning, civil engineering and all CDs needed to execute the construction of a state of art fire burn training facility and classrooms, in amount not to exceed \$80,675.00.

Funds are budgeted and available in the bond issue account. Staff recommends approval.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Police/Fire Training Facility Task Order Agreement  
ADG Consultant Selection Process and Recommendation Memo



# Memorandum

**To:** Vaughn Sullivan

**From:** Melanie Draper

**ADG Project Number:** 18-119

**ADG Project Name:** Police-Fire Training Center-Burn Center

**Date:** 05.08.2020

**Re:** Consultant Selection Process and Recommendation

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The following memo has been prepared and forwarded by ADG, PC (ADG) to the City of Midwest City to (1) more fully document the Consultant Selection Process for the Police-Fire Training Center and Burn Center Project (the Project) under the 2018 Moving Forward GO Bond, and (2) provide the results of this process as recorded by ADG. Based on ADG's prior experience, as well as preceding conversations with City Staff, it is our opinion that the process utilized was in full compliance with current O.S. Title 61 requirements. In summary, the selection process included the following phases:

1. **Request for Qualification (RFQ):** On April 9, 2020 an RFQ was issued to nine (9) individual firms, each of whom, in the opinion of Midwest City Staff and ADG, were qualified to execute the Project. Firms to which the RFQ was submitted included:
  - a. 505 Architects
  - b. Cedar Creek Consulting
  - c. Crafton Tull
  - d. CH Guernsey and Company
  - e. Johnson and Associates
  - f. Professional Engineering Consultants (PEC)
  - g. TAP Architects
  - h. Selser Schaefer Architects
  - i. HSE Architects
  
2. **RFQ Review:** Of the nine (9) firms which received the RFQ, two (2) submitted Qualification Statements back to the City of Midwest City on May 1, 2020 for consideration. Responding firms included:
  - a. HSE Architects
  - b. CH Guernsey and Company

On May 6, 2020 Midwest City Staff and ADG reviewed all responses and unanimously selected Ch Guernsey and Company to move forward with fee negotiations. This determination was made based on qualifications as well as specific selection criteria identified in the original RFQ. Written notification was made to each responding firm on May 7, 2020 regarding their submission. CH Guernsey and Company was advised of Midwest City's intent to establish the order of contract negotiation. HSE was notified they were not selected to move into the next phase of the project.

3. **References:** References provided by each of responding firms were contacted regarding their experience with the subject firm. Notes from these conversations were assembled and provided to City of Midwest City Staff for consideration.
4. **Consultant Justification:** On May 6, 2020 each of the responding firms provided projects of similar size and scope to the Selection Committee. This committee included yourself, staff from ADG, and Chief Bert Norton (MWC Fire Chief). The Selection Committee reviewed the submissions and assessed the firm against the specific project scope on experience, qualifications, as well as other meaningful selection criteria specified by City of Midwest City Staff. Example projects submitted were analyzed to ensure the responding firms could effectively meet the need of this specific project in the given budget which is highly constrained. Additional justification in the selection of CH Guernsey and Company has both engineering and architecture disciplines in-house whereas HSE Architects must partner with an external engineering firm to do the project. The nature of this particular project has significant engineering requirements.

Based on the preceding process, and the presentation scores associated with each short-listed firm, ADG recommends the order of contract negotiation be as follows:

1. CH Guernsey and Company
2. HSE Architects

Digital copies of all RFQ responses, reference information, and presentation scorecards are currently on file at the Oklahoma City Office of ADG. Please contact us directly should the City of Midwest have need of any of this documentation.

**TASK ORDER**

**Police and Fire Training Center and Burn Center**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and the City of Midwest City, Oklahoma a Municipal Corporation (Client) dated 18 March, 2019 of Master Agreement.

**SCHEDULE A - SCOPE OF SERVICES**

Refer to Attachment A

**SCHEDULE B - COMPENSATION**

Attachment A is a lump sum fee for scope of service identified. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed and approved by the Client prior to implementation. GUERNSEY will not accrue any out of scope charge without the express approval of Client.

**SCHEDULE C - PAYMENT**

Invoicing will occur on a monthly basis.

**SCHEDULE D - INSURANCE**

No Changes from Master Agreement

**SCHEDULE E - GOVERNING LAW / DISPUTE RESOLUTION**

No Changes from Master Agreement

**SCHEDULE F - OTHER MODIFICATIONS**

No Changes from Master Agreement



The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: \_\_\_\_\_

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

For GUERNSEY: David Oman \_\_\_\_\_

Title: Vice President \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of 9 June, 2020.

City of Midwest

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

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

C. H. GUERNSEY & COMPANY

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

Title: Vice President \_\_\_\_\_



June 9, 2020

**Mr. Vaughn Sullivan**

Assistant City Manager  
405-739-1207

**Re: Police and Fire Training Center and Burn Center Proposal Letter**

Mr. Sullivan,

Guernsey is pleased to submit Scope and Fee proposal for design services on the Police and Fire Training Center and Burn Center located off SE 15th between Douglas and Post Road. The Construction Cost Limitations (CCL) for this project is \$856,352. Our design fees are based on understanding from the RFP, issued April 9, 2020 (refer Attachment A). Our Scope of Work is outlined below:

Design Fees (Lump Sum):

- Design, Bidding, and Construction Administration Fees \$ \$80,675

If you have any questions or need more information regarding this proposal, do not hesitate to contact me.

Sincerely,  
Guernsey

David Oman, AIA  
Vice President  
Ph. 405.416.8259  
Mobil. 405.919.1518  
[david.oman@guernsey.us](mailto:david.oman@guernsey.us)

## **Detailed Scope of Services**

### **Programming** \$5,033

- Programming Meeting
  - Conduct 1 on-site meeting to develop Program requirements
  - Develop concept sketches for desired adjustments with key personnel
- Concept Meeting
  - Conduct 1 on-site meeting to present concepts
  - Incorporate changes

### **Schematic Design** \$12,581

- Topographic Survey (see cost below)
- Geotechnical Report for pavement sections and foundations (see cost below)
- Program and Concept Validation meeting
  - On-site meeting with City of MWC
    - Validate programming requirements
    - Identify goals, expectations, and concepts with City of MWC
- Develop Schematic Design plans
- Develop Schematic Design ROM (Rough Order Magnitude) cost estimate
- Conduct on-site review meeting with City of MWC
  - Develop Confirmation Notice and incorporate all comments into documents
- Printing - 2 full size, 2 half size and 1 pdf (see cost below)

### **Construction Documents** \$32,711

- Develop project Specifications
- Develop project construction drawings
- Develop ROM cost estimate
- Conduct on-site review meeting with City of MWC
  - Develop Confirmation Notice and incorporate all comments into documents
- Printing - 2 full size, 2 half size, 4 specifications, and 1 pdf (see cost below)

### **Bidding** \$ 3,100

- Conduct Pre-Bid meeting
- Respond to Bid RFI's
- Issue Addendum (as needed)
- Attend Bid Opening
- Issue Letter of Recommendation

### **Construction Administration** \$ 13,700

- Review Shop drawing (limit two reviews)
- Review Submittals (limit two reviews)
- Respond to Construction RFI's
- Conduct monthly site visits
  - 3 - site visits - 1 person per visit
  - 1 - final site visit - 3 persons
  - Prepare and issue Site Observation Reports
- Issue Substantial Completion letter

### **As-Builts** \$ 2,300

- Guernsey will make as-built corrections to CADD files based on GC mark-ups.
- Guernsey will provide updated CADD files and one electronic pdf to City of MWC

**Additional Costs** (costs are included in Design Fee Lump Sum)

- Survey \$3,900 (limited to project site)
- Geotech \$6,000 (4 holes)
- Printing \$1,350 (SD and CD prints)

**Miscellaneous**

- MWC will be responsible for providing all documents to prospect bidders.
- Contractor will be responsible for all documents required for construction.
- Attend 1 public meeting (1 person)

**Services Not Provided**

- Any design beyond what is noted above
- Renderings and/or Animations
- Environmental survey or Abatement design
- Permitting cost
- Landscape Architecture
- Retro-Commissioning or testing existing equipment for proper operation
- LEED or other Sustainable Documentation

**Proposed Design Schedule**

Below is a suggested schedule. Guernsey will work with the City of Midwest City to develop design and review schedule agreeable to all parties.

- 30 days Scope/Fee and Contract
- 60 days Schematic Design, Geotech, and Survey
- 60 days Construction Documents and Specifications
- 60 days Bid and Award
- 180 days Construction Administration
- 390 days Total calendar days



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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of renewing for fiscal year 2020-2021 the maintenance agreements with **ImageNet Consulting** in an amount not to exceed \$36,520.00 for Laserfiche maintenance; **Tyler Technologies** in an amount not to exceed \$166,549.82 for software maintenance in connection with the Police, 911 and Court; Superior now **Central Square** in the amount of \$97,402.20 for hosted Naviline services for the City

Discussion and consideration of renewing for fiscal year 2020-2021 the maintenance agreements with **ImageNet Consulting** in an amount not to exceed \$36,520.00 for Laserfiche maintenance; **Tyler Technologies** in an amount not to exceed \$166,549.82 for software maintenance in connection with the Police, 911 and Court; Superior now **Central Square** in the amount of \$97,402.20 for hosted Naviline services for the City.

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

## Annual Software & Maintenance Support Renewal Agreement

<b>Bill To</b>		<b>Ship To</b>	
Company Name: <b>City of Midwest City</b>		Company Name: <b>City of Midwest City</b>	
Address 1: <b>100 North Midwest Blvd.</b>		Address 1: <b>100 North Midwest Blvd.</b>	
Address 2:		Address 2:	
City, State, Zip: <b>Midwest City OK 73110</b>		City, State, Zip: <b>Midwest City OK 73110</b>	
Contact: <b>Ryan Rushing</b>		Contact: <b>Ryan Rushing</b>	
Phone: <b>405-732-2281</b>		Phone: <b>405-732-2281</b>	

<b>Qty</b>	<b>Item #</b>	<b>Description</b>	<b>Total</b>
159	ENFB	RIO Named Full Users LSAP	\$ 19,080.00
159	ERMB	Records Management LSAP	\$ 1,908.00
159	ECNCB	Laserfiche Connector LSAP	\$ 954.00
1	IAB	Import Agent LSAP	\$ 360.00
1	QC2B	Quick Fields Classify LSAP	\$ 1,500.00
1	QFAB	Quick Fields Agent LSAP	\$ 1,800.00
1	SC01B	ScanConnect LSAP	\$ 34.00
4	SC10B	ScanConnect 10-Pack	\$ 784.00
1	LD-SRV-LM-1YR	LincDoc Server LSAP	\$ 1,750.00
1	LD-ANY5-LM-1YR	LincDoc Any 5 License Modules LSAP	\$ 2,800.00
1	LD-DB-LM-1YR	External Database Interface/Integration LSAP	\$ 900.00
3	LD-DOC-PKG-LM-1YR	LincDoc Document Package	\$ 1,350.00
1	LD-LDAP-LM-1YR	LDAP Integration LSAP	\$ 900.00
1	LD-UNLIMITED-LM-1YR	LincDoc Unlimited Forms	\$ 2,400.00
<b>Purchase Amount</b> (not including applicable sales taxes)			<b>\$ 36,520.00</b>

<b>Payment Information</b>	
Check <input type="checkbox"/>	Credit Card* <input type="checkbox"/>
Payment due within ten (10) days of delivery & acceptance of equipment listed above.  * Credit card information may be provided by calling the accounts receivable department at 405.232.1264.	Name on Credit Card:
	Credit Card # <span style="float:right">Expiration Date</span>

<b>Service Information</b>	
Will equipment being purchased include a service agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes" please refer to Service Agreement for specific information regarding the terms and conditions.	

### **Terms and Acceptance**

If payment is not received when due we may assess an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar as listed above "Total Purchase Amount". If payment is not received within thirty days of invoice date we may take immediate possession of the Equipment and charge a restocking fee of no more than twenty five percent (25%) of the original purchase price. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other subsequent default. If paying by credit card, by signing below you authorize ImageNet Consulting, LLC to process your credit card for the Total Purchase Amount listed above, plus applicable sales taxes, upon delivery of equipment.

ImageNet Consulting Account Representative Signature:  <b>X</b> <i>David Wails</i>	Client Authorized Signature:  <b>X</b>
<b>Date:</b> 5/4/2020	<b>Date:</b>



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

www.tylertech.com

June 10, 2020

Midwest City PD, OK  
100 N. Midwest Boulevard  
Midwest City, OK 73110

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).

Software Description	Cycle Start	Cycle End	Total
System Software Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,222.45
CAD (1 dispatcher seat included) - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 9,194.22
E-911 Server Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 2,340.20
NCIC Server Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 2,925.47
Mobile CAD Server Add-on with messaging - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 3,510.61
Mobile CAD Client - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 37,737.25
Mobile AVL Client Add-on - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 6,289.54
Mobile Citations Add-on - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 11,116.35
CAD Mapping Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,702.01
RMS Mapping Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,697.09
Base RMS System - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 12,871.66
Case Management & Events - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 2,659.48
Intelligence Module - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 877.84
Vehicle Impound - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,608.89
Pawn Tickets - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 877.84
Personnel - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,755.31
Jail Intake and Booking Module - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 10,212.30
Sex Offender Registration - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 877.84
Report Writer - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,608.89
Property Room - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 3,218.04
PDA Server Software - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,170.16
PDA Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 87.32
LiveScan Fingerprint System Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,170.16
HTE Financial Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 2,532.85
Accident Report Diagramming Software Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 262.96
NetMotion Clients w/Policy Module - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 8,736.21
Firehouse CAD Monitor Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,477.35
E-Seek DL Scan Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,570.46
Dispatcher (additional seats) - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 3,510.61
E-911 Client Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 877.84
NCIC Client Interface - Maintenance (Monthly)	07/01/2020	06/30/2021	\$ 1,755.31
		<b>Total:</b>	\$ 137,454.53

\*Applicable taxes not included

Sincerely,  
Tyler Technologies Accounting Team

Upon acceptance please email your purchase order to PO@tylertech.com

Remittance  
Tyler Technologies, Inc.  
(FEIN 75-2303920)

Fax: 1-866-673-3274

Dallas, TX 75320-3556

Questions  
Tyler Technologies – Courts & Justice  
Phone: 1-800-772-2260 Press 2, then 3 PO Box 203556

Email: [ar@tylertech.com](mailto:ar@tylertech.com)



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

# THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

**Questions**  
 Tyler Technologies -  
 Phone: 1-800-772-2260 Press 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
130	10438	06/10/2020	1 of 1

To: City of Midwest City  
 100 N. Midwest Boulevard  
 Midwest City, OK 73110

Ship To: City of Midwest City  
 100 N. Midwest Boulevard  
 Midwest City, OK 73110

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	43874	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Midwest City, OK							
1 Renewal: BZIRMS-M Interface: Incode Public Safety Records Mgmt System <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	0.00	.00	0.00
2 Renewal: BZICMS-M Interface: Tyler Incode Court Case Mgmt System <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	0.00	.00	0.00
3 Renewal: BZECITATION-M eCitation - Brazos Rapid Extension Framework - PDA <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	25	EA	165.46	.00	4,136.50
4 Renewal: BZIOTH-M Task: Driver Exchange Module <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	703.49	.00	703.49
5 Renewal: BZIOTH-M Task: Tow/Impound Report (standard) <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	703.49	.00	703.49
6 Renewal: BZIOTH-M Task: Criminal Trespass Warning <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	703.49	.00	703.49
7 Renewal: BZASP State Compliant Crash Report Software with Drawing Tool <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	25	EA	309.00	.00	7,725.00
8 Renewal: BZSVHOST Server Hosting <b>Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months</b>	No	1	1	EA	2,021.00	.00	2,021.00

Does not include any applicable taxes

Order Total: **15,992.97**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**





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

**THIS IS NOT AN INVOICE  
 PROFORMA**

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Company	Order No.	Date	Page
025	126573	06/10/2020	1 of 1

**Questions**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

To: City of Midwest City  
 100 N. Midwest Boulevard  
 Midwest City, OK 73110

Ship To: City of Midwest City  
 100 N. Midwest Boulevard  
 Midwest City, OK 73110

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 43874		Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Midwest City, OK							
1 Renewal: INC9-CT-CRMCTMGT-MNT Criminal Court Case Management - Maintenance (Monthly) <b>Maintenance Plan: ; Start: 07/01/2020, End: 07/31/2020; Term: 1 months</b>	No	1	1	EA	842.34	.00	842.34
2 Renewal: INC9-CRM-CNTCC-MNT Centralized Cash Collections - Maintenance (Monthly) <b>Maintenance Plan: ; Start: 07/01/2020, End: 07/31/2020; Term: 1 months</b>	No	1	1	EA	126.36	.00	126.36
3 Renewal: INC-FIN-ACUXDBC-MNT System Software - Maintenance (Monthly) <b>Maintenance: Start: 07/01/2020, End: 07/31/2020; Term: 1 months</b>	No	1	1	EA	59.46	.00	59.46
4 Renewal: INC9-CM-RPTWRTR-MNT Report Writer Additional Designer - Maintenance (Monthly) <b>Maintenance: Start: 07/01/2020, End: 07/31/2020; Term: 1 months</b>	No	1	1	EA	10.52	.00	10.52
5 Renewal: INC9-CT-PROB-MNT Probation Module - Maintenance <b>Maintenance: Start: 07/01/2020, End: 07/31/2020; Term: 1 months</b>	No	1	1	EA	53.18	.00	53.18

Does not include any applicable taxes

Order Total: **1,091.86**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



**EXHIBIT 1**

**Project Cost Summary**

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

**NOTES**

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



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

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

Billy Harless, Community Development Director

**To:** Honorable Mayor and City Council

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

**Date:** June 23, 2020

**Subject:** Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to the Board of Adjustment for additional three-year terms.

The terms of Tammy Cook and Cy Valanejad expired May 12, 2020. Both wish to be considered for reappointment.

In accordance with Section 6.3.2(B) of the Zoning Ordinance, the members shall be appointed by the Mayor with the approval of the City Council.

The Board of Adjustment meets as needed on the first Tuesday of each month. Members of the Commission serve 3-year terms and are as follows:

Jess Huskey  
Tammy Cook  
Cy Valanejad  
Frank Young  
Charles McDade

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP  
Community Development Director

KG



**Communications  
and Marketing**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
[Ckoos@midwestcityok.org](mailto:Ckoos@midwestcityok.org)  
Office: 405.739.1206  
[midwestcityok.org](http://midwestcityok.org)

TO: Honorable Mayor and Council

FROM: Claudia Koos, Communications and Marketing Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

The Midwest City Communications and Marketing Department's Welcome Center requests that you declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

Items for surplus:

- |   |         |
|---|---------|
| • (57) 25 Watt Chandelier Replacement Bulbs     | Working |
| • (1) Ballast for Florescent Light Fixture      | Unknown |
| • (2) 18 Watt 2-Pin Replacement Bulbs           | Working |
| • (1) 75 Watt Halogen Mini Candelabra Base Bulb | Working |
| • (1) Locking Display Case                      | Fair    |
| • (1) Wood Stand for Canes, Tools, Misc.        | Working |

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.publicsurplus.com](http://www.publicsurplus.com)

Claudia Koos  
Communications and Marketing Director

Staff recommends approval.



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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 23, 2020

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

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

Ryan Rushing, Information Technology Director



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

<b>CPU</b>			
<b>INVENT #</b>	<b>MIS#</b>	<b>MANUFACTOR</b>	<b>SERIAL NUMBERS</b>
830		General Dynamics GD6000	ZZSJC1238ZZ0016
813		General Dynamics GD6000	ZZSJC1209ZZ0017
806		General Dynamics GD6000	ZZSJC1131ZZ0017
846		General Dynamics GD6000	ZZSJC1273ZZ0005
862		General Dynamics GD6000	ZZSJC1273ZZ0031
830		General Dynamics GD6000	ZZSJC1238ZZ0016
854		General Dynamics GD6000	ZZSJC1273ZZ0029
930		Dell Optiplex 3010	1JXT6Y1
983		Dell Optiplex 3020	83Y0L02
1050		Dell Optiplex 3020	4KX3D42
912		Dell Optiplex 3010	8Y6CFX1
978		Dell Optiplex 3010	FZ3SJ02
977		Dell Optiplex 3010	FZ3WJ02
980		Dell Optiplex 3020	CHX0L02
<b>MISCELLANEOUS</b>			
<b>Quantity</b>	<b>MIS #</b>	<b>Hardware Type</b>	<b>Serial Number</b>
11		Dell Monitors	
1		HP Deskjet 5550	MY2BJ1P205
1		HP PhotoSmart Pro B8350	MY688110S3



DISCUSSION ITEMS





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

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

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

**Date:** June 23, 2020

**Subject:** (PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard.

**Executive Summary:** The structure at 2224 S. Air Depot. is currently vacant. This request is to rezone the property to a Simplified Planned Unit Development, SPUD, governed by the C-4, General Commercial district. The commercial zoning districts in the Midwest City Zoning Ordinance are cumulative, meaning that all uses allowed in the C-3, Community Commercial district are also allowed in the C-4 district with the C-4 district allowing additional, more intensive uses. This application requests to allow all C-3 uses and the one C-4 use of commercial marijuana grow. Staff met with the applicant in May of 2019 to discuss the possibility of rezoning this property to allow the use of commercial marijuana grow as this use is not allowed in the C-3 district. The Midwest City Council adopted an ordinance creating the use of commercial marijuana grow and setting forth the allowable zoning districts for the use which are C-4, General Commercial, I-1, Light Industrial, I-2, Moderate Industrial and I-3, Heavy Industrial. In February 2020, a similar application for a SPUD to allow grow was approved for a location on E. Reno. Notice was sent to all property owners within 300 feet of the area of request as well as published in the Journal Record. As of this writing, no protest has been submitted. The SPUD application does not include any request for variances. Action is at the discretion of the Planning Commission and City Council.

**Dates of Hearing:** Planning Commission – June 2, 2020  
City Council – June 23, 2020

**Council/Ward:** Ward 1 – Susan Eads





**Applicant:** David M. Box

**Owner:** Hunter Grace, LLC.

**Proposed Use:** marijuana grow

**Size:**

The area of request contains approximately 95' of frontage on S. Air Depot Blvd. and contains an area of approximately .32 acres.

**Zoning Districts:**

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

**Land Use:**

Area of Request – Vacant building  
North – Single Family Home



South –Commercial uses



East – Commercial uses



West – Commercial uses/Adair Blvd.



**Future Land Use**

Area of request – Commercial  
North and West – Office/Retail  
South and East – Commercial

**Comprehensive Plan Citation:**

Commercial

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 pawnshops. Commercial uses are often located 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 outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**Municipal Code Citation:**

**2.26 SPUD, Simplified Planned Unit Development**

**2.26.1. General Description**

The simplified planned unit development, herein referred to as SPUD, is a special Zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

**2.26.2 Intent and Purpose**

The intent and purpose of the simplified planned unit development provisions are to ensure:

**(A) Innovative development**

Encouraging innovative development and protect the health, safety and welfare of the community.

**(B) Efficient use of land**

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

**(C) Appropriate limitations and compatibility**

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

**History:**

1. PC- The property has been zoned R-6, Single Family Detached Residential since the adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item June 2, 2020.

**Staff Comments:**

**Engineer's report:**

Note: This application is a rezoning for an existing business to a SPUD. No engineering improvements are required with this application.

**Water Supply and Distribution**

A six (6) inch public water main is located on the south side of East Reno Avenue in the street right-of-way extending along the north side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the south side of East Reno Avenue in the street right-of-way extending along the north side of the area of request. The public sewer main is accessible and existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from East Reno Avenue. East Reno Avenue is classified as a primary arterial in the 2008 Comprehensive Plan. East Reno Avenue is a four (4) lane, medianed, curbed, asphalt concrete roadway.

Current code requires a total street right-of-way width of one hundred twenty (120) feet for primary arterials and presently, East Reno Avenue has one hundred forty (140) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage serving the area of request is done by East Reno Avenue's gutters and underground drainage system. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

**Fire Marshal's report:**

The Fire Marshal has reviewed this application. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Plan Review Comments:**

As mentioned in the Executive Summary, staff met with the applicant in May of 2019 to discuss this application.

The Zoning Ordinance was updated in late 2018 after Oklahoma voters approved a measure to legalize medical marijuana in the State. Use unit classifications were created for commercial marijuana grow and processing. The use of commercial marijuana grow was approved as an allowable use in the C-4, General Commercial, I-1, Light Industrial, I-2, Moderate Industrial and

I-3, Heavy Industrial zoning districts. These were approved as the allowable zoning districts as they are typically buffered from single-family residential districts.

As noted in the executive summary, the commercial uses listed in the Midwest City Zoning Ordinance are cumulative. This means that all uses currently allowed in the C-3, Community Commercial (less intensive) district are also allowed in the C-4, General Commercial (more intensive) district. The C-4 district also allows more intensive uses such as automotive sales and rentals and manufactured home sales. This is an application to rezone this parcel to a SPUD, governed by the C-4, General Commercial district, allowing all uses that are also currently allowed in C-3 and the one additional C-4 use of commercial marijuana grow.

If this request is approved, staff would recommend that the applicant meet with the Chief Building Official and Fire Marshal to ensure that all equipment to be used as part of the growing process meets current building, electrical and fire codes. A building permit will be required for any remodeling. Trade permits will be required for any mechanical, electrical or plumbing work done.

A master development plan is not required as the structure is already existing and there are no plans to expand or change the existing structure. Parking is existing in front of and behind the structure.

The SPUD document is included with this agenda item. No variances are requested with this application.

Action is at the discretion of the Planning Commission and City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the June 23, 2020 agenda packet and made a part of PC-2043 file.



Billy Harless,  
Community Development Director

KG

THE CITY OF MIDWEST CITY  
SIMPLIFIED PLANNED UNIT DEVELOPMENT

**SPUD-\_\_\_**

MASTER DESIGN STATEMENT FOR

**2224 S. Air Depot**

**April 20, 2020**

PREPARED BY:

Williams, Box, Forshee & Bullard PC  
522 Colcord Drive  
Oklahoma City, OK 73102  
405-232-0080 Phone  
405-236-5814 Fax  
[dmbox@wbflaw.com](mailto:dmbox@wbflaw.com)

**1.0 INTRODUCTION**

This Simplified Planned Unit Development consists of approximately 0.32 acres and is located at 2224 S. Air Depot Blvd. in the City of Midwest City, Oklahoma.

**2.0 LEGAL DESCRIPTION**

The legal description of the property is described in attached Exhibit A, which is made a part of this design statement.

**3.0 OWNER/DEVELOPER**

The owner/developer of the property described in Section 2.0 is Hunter Grace, LLC.

**4.0 SCOPE AND CONCEPT**

The concept is to use the existing building and allow an entity licensed by the Oklahoma State Department of Health to grow, harvest and package medical marijuana for the purpose of selling medical marijuana to a dispensary or processor.

**5.0 SITE AND SURROUNDING DEVELOPMENT**

This property is presently zoned C-3, Community Commercial District. The property surrounding the proposed SPUD is zoned as follows:

- North: R-6, Single Family Detached Residential
- South: C-3, Community Commercial
- East: C-3, Community Commercial
- West: Right-of-way and C-3, Community Commercial

**6.0 SITE**

The subject property is currently developed as a commercial building.

**7.0 SERVICE AVAILABILITY**

**7.1 STREETS**

This site is located off S. Air Depot Blvd., north of SE 29<sup>th</sup> St. and south of SE 15<sup>th</sup> St.

**7.2 WATER LINE**

Water facilities to the site are available.

**7.3 SANITARY SEWER LINE**

Sanitary sewer facilities to the site are available.

**7.4 GAS, ELECTRICAL AND TELEPHONE SERVICES**

Gas, electrical, and telephone services serve several developments in the area of this Planned Unit Development and have lined adjacent to the subject property. Proper coordination with the various utility companies will be made in conjunction with this Development.

**7.5 FIRE PROTECTION**

There is a Midwest City Fire Station in close proximity to the site. Station #2 is at 550 Adair Blvd.

**8.0 SPECIAL DEVELOPMENT REGULATIONS**

The use and development regulations set out herein shall control the development and use of the property listed in Exhibit A (legal description). In case of a conflict between the regulations set out in this Planned Unit Development and ordinances contained in the Planning and Zoning Code Regulations for The City of Midwest City, the use and development regulations continued in this Planned Unit Development shall take precedent and control the development and use of the property. All regulations not specifically addressed herein shall comply with zoning ordinances and building regulations of The City of Midwest City in effect at the time of the approval of this SPUD, along with State and Federal Regulations as they may apply.

The use and development regulations of the C-4, General Commercial District shall govern development of this SPUD, except as modified below.

**In addition to the uses allowed pursuant to any lower commercial zoning district other than the base zoning district, the following use shall be the only C-4 use permitted within this SPUD:**

- 4.5.10 *Commercial Medical Marijuana Grower.*

**9.0 GENERAL REGULATIONS:**

**9.1 FAÇADE REGULATIONS**

All existing structures shall be permitted to remain on site and shall be deemed to conform to any requirements contained within the SPUD. For exterior work on existing structures, building materials shall be permitted to match or be of similar kind to those building materials currently utilized on existing structures.



In the event that any new structure is built, it shall conform to the following:

Exterior building wall finish on all structures, exclusive of windows and doors, shall consist of a minimum 80% brick veneer, rock or stone masonry, stucco and cementitious siding (including, but not limited to, the brand commonly known as James Hardie). No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted. Exposed metal or exposed concrete block buildings shall not be permitted.

## **9.2 LANDSCAPING REGULATIONS**

The current landscaping on site shall remain and be deemed to conform to any applicable regulation. In the event that any new structure is built, said landscaping shall meet all requirements of the City of Midwest City's Landscaping Ordinance in place at the time of development.

## **9.3 SIGHT PROOF SCREENING REGULATIONS**

The current screening on site shall remain and be deemed to conform to any applicable regulation. In the event that any new structure is built, said sight proof screening shall meet all requirements of the City of Midwest City's Sight Proof Screening ordinance in place at the time of development.

## **9.4 DUMPSTER REGULATIONS**

Dumpster(s) shall be consolidated where practical and located within an area a minimum of 20 feet from any residential district and shall be screened by a 8' masonry wall on three sides and a minimum of 11' wide clear space when gates are open.

## **9.5 ACCESS REGULATIONS**

Access to the site shall be permitted from S. Air Depot Blvd. and W. Harmon Dr.

## **9.6 SIGNAGE REGULATIONS**

All existing signage on this parcel shall be deemed to conform to all signage regulations for the existing development on the site. All new development on this parcel shall be in accordance with the following:

### **9.6.1 Freestanding Signs:**

All freestanding signs shall be ground (monument) signs with the maximum height being 10 feet and maximum size being 100 square feet in area. The sign shall have no less than 25 square feet of landscaping at the base. No pole signs will be allowed.

**9.6.3 Attached Signs:**

Attached signs will be in accordance with the base zoning district regulations.

**9.6.4 Non-Accessory Signs:**

Non-accessory signs are specifically prohibited in this SPUD.

**9.6.5 Electronic Message Display Signs:**

Electronic Message Display signs shall be prohibited within this SPUD.

**9.7 LIGHTING REGULATIONS**

All existing lighting on this parcel shall be deemed to conform to all lighting regulations for the existing development on the site.

In the event that any new structure is built, said lighting shall be required to be in accordance with Midwest City Code.

**9.8 SETBACK REGULATIONS**

The existing building shall be deemed to conform to all setback regulations for the existing development on the site.

In the event that any new structure is built, said building shall be required to be in accordance with the base zoning district.

**9.9 HEIGHT REGULATIONS**

The existing building shall be deemed to conform to all parking regulations for the existing development on the site.

In the event that any new structure is built, said building shall be required to be in accordance with the base zoning district.

**9.10 SIDEWALK REGULATIONS**

The existing sidewalks shall be deemed to conform to all sidewalk regulations for the existing development on the site.

**9.11 PARKING REGULATIONS**

The existing parking shall be deemed to conform to all parking regulations for the existing development on the site.

In the event that any new structure is built, said parking shall be required to be in accordance with the base zoning district.

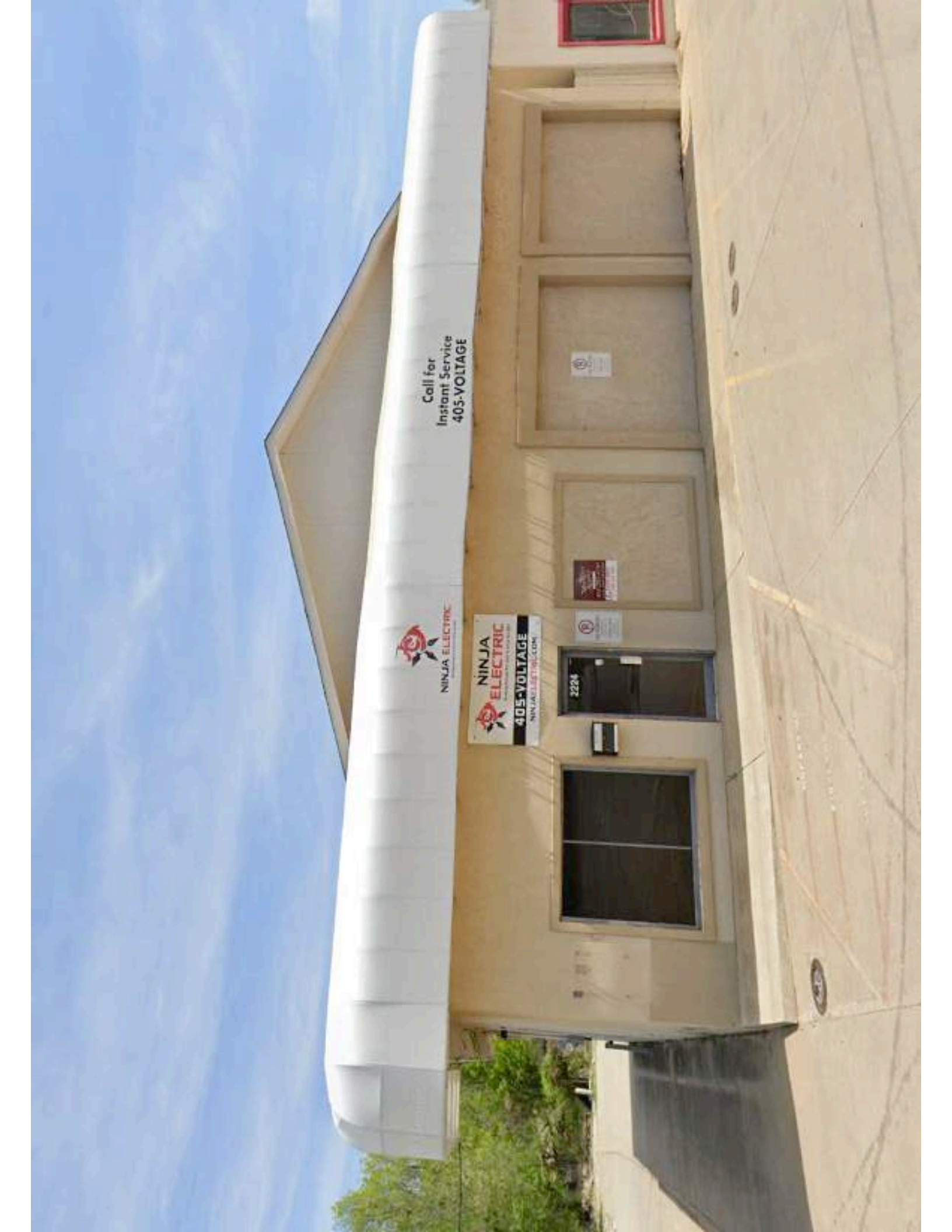
**10.0 EXHIBITS:**

Exhibit A – Legal Description  
Exhibit B – On site aerial

## **Exhibit A**

### **Legal Description**

All of Lot Two (2) and the North 95 feet of the West 15 feet of Lot Three (3) of MCCORKLE PARK ADDITION to Oklahoma County, Oklahoma, according to the recorded plat thereof.



Call for  
Instant Service  
405-VOLTAGE



**NINJA  
ELECTRIC**  
405-VOLTAGE  
NINJA-ELECTRIC.COM

3224



2224 S Air Depot Blvd

© 2020 Google

Google Earth

35°26'31.17" N - 97°24'21.09" W elev 1234 ft eye alt 1480 ft

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: May 11<sup>th</sup>, 2020

Subject: Engineering staff comments for pc-2043 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2043:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

A twelve (12) inch public water main is located along the east side of S Air Depot. The existing building in the area of request is currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

**Sanitary Sewerage Collection and Disposal**

Multiple public sewer mains are located within or bordering area of request. The public sewer main is accessible and the existing building is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

**Streets and Sidewalks**

Access to the area of request exists off S Air Depot Boulevard and W Harmon Drive. Recent improvements have been made to S Air Depot which removed the option of a southbound left into the northern drive. Southbound access is still provided via W Harmon Drive.

S Air Depot is classified as a Secondary Arterial and W Harmon Drive as a local road in the 2008 Comprehensive Plan.

The applicant has stated in the Master Design Statement, 9.10 as the existing sidewalks conform to all sidewalk regulations. This office disagrees with this statement since there are no sidewalks on the property which appear to meet City or federal ADA regulations. Although sidewalk improvements are not required with this application, future building permits will require that sidewalks are considered.

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

The area of request is developed with houses already established. The area of request is shown to be in an "Area of Minimal Flood Hazard" meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. Drainage and detention improvements are not required with this application.

**Easements and Right-of-Way**

No further easements or right of way would be required with this application.





## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2043

Date: 12 May 2020

PC-2043 is a request to rezone the parcel at 2224 S. Air Depot from C-3 to a SPUD governed by C-4.

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

Respectfully,

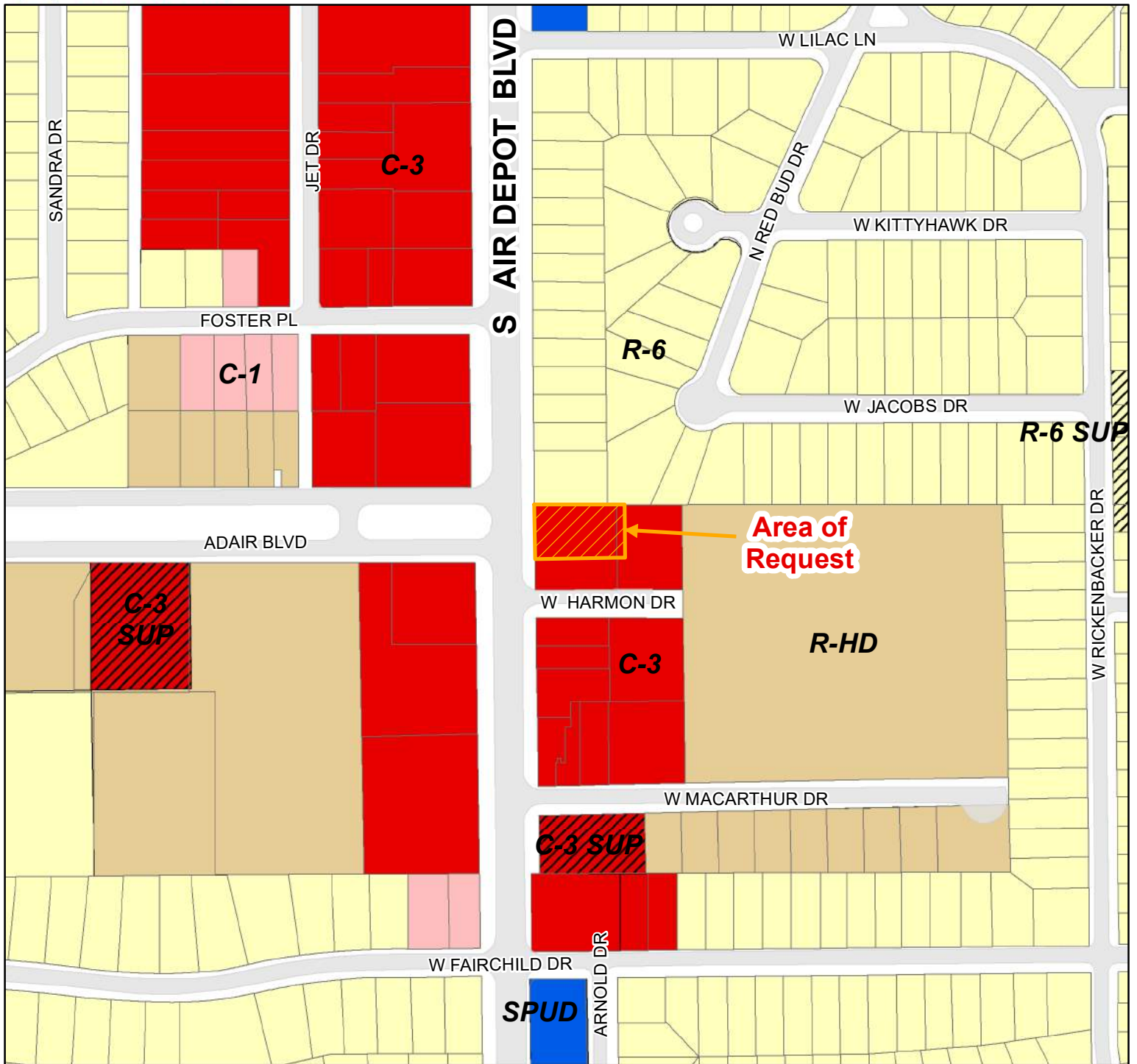
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department

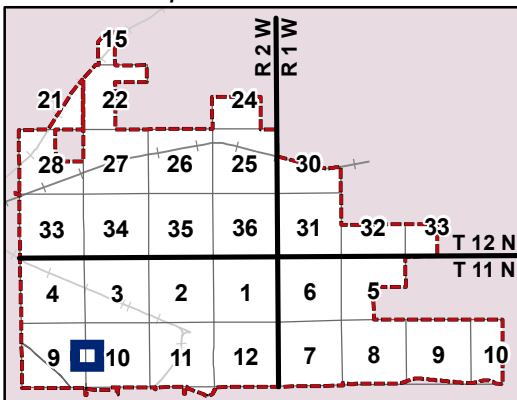
The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.







Locator Map



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-2043**

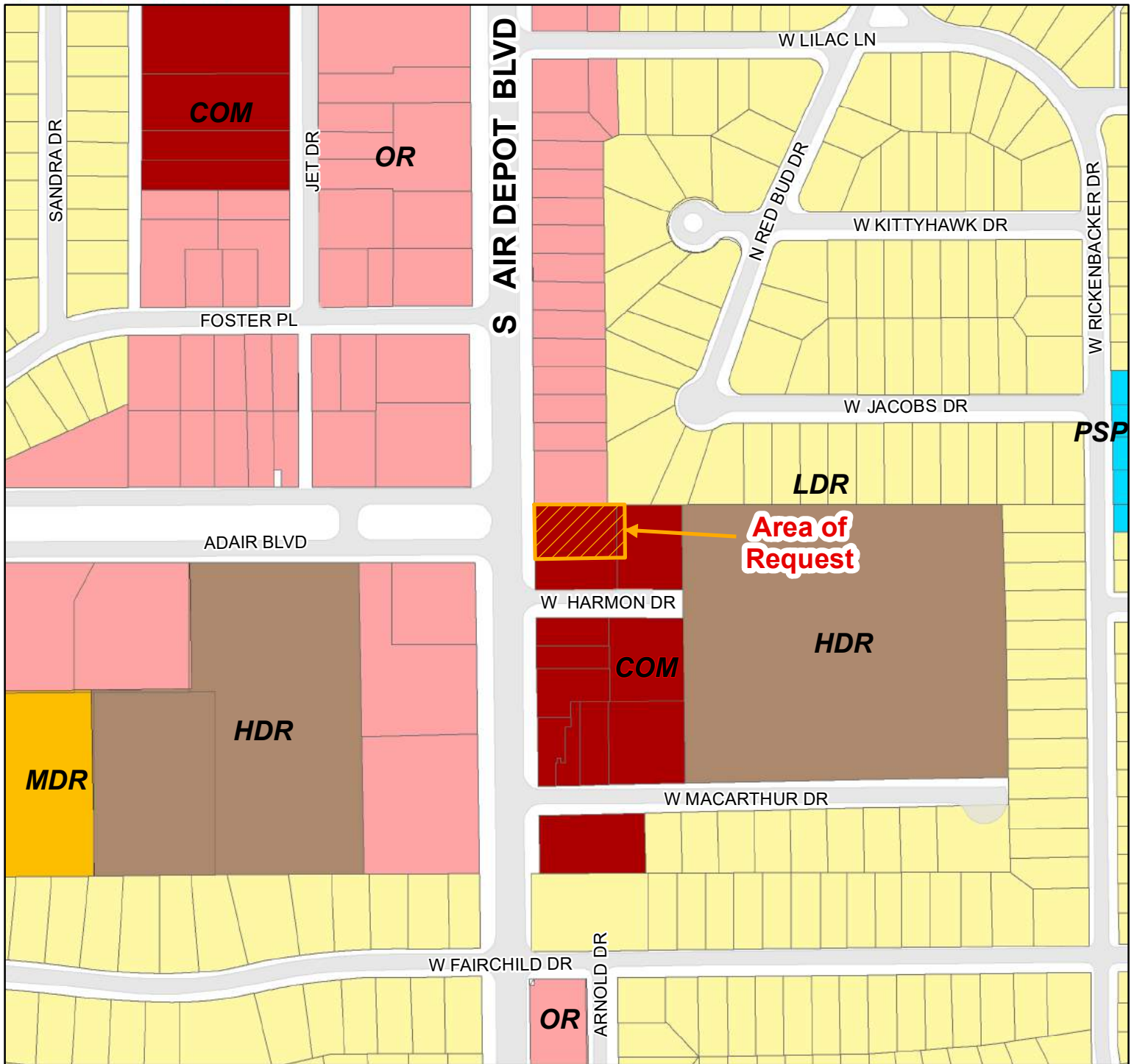
(SW/4, Sec. 10, T11N, R2W)



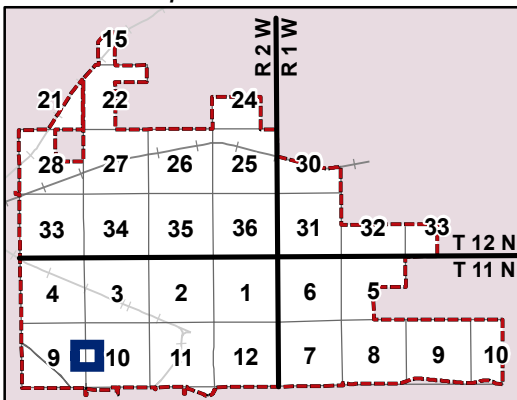
0 250 500 Feet

1 inch = 250 feet

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



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-2043  
(SW/4, Sec. 10, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

1 **PC-2043**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**  
5 **VELOPMENT, 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 SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-  
12 2043 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-  
13 tion of the property’s zoning district as specified in this ordinance:

14 All of Lot Two (2) and the North 95 feet of the West 15 feet of Lot Three (3) of  
15 MCCORKLE PARK ADDITION to Oklahoma County, Oklahoma, according to the rec-  
16 orded plat thereof

17 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are  
18 hereby 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 \_\_\_\_\_, 2020.

24 THE CITY OF MIDWEST CITY, OKLAHOMA

25 \_\_\_\_\_  
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 \_\_\_\_\_  
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

31 \_\_\_\_\_  
32 HEATHER POOLE, City Attorney



City Prosecutor  
Vicki Floyd  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[VFloyd@MidwestCityOK.org](mailto:VFloyd@MidwestCityOK.org)  
Office: 405.739.1284 /Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: June 23, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 1, 1-15, Specific Penalty for Violations of Code, providing for repealer, severability and declaring an emergency.

---

The proposed amendment to Chapter 1, General Provisions allows for a graduated fine for the crime of Petit Larceny. With an increase in Petit Larceny charges being filed, the proposed change would allow for enhancing the fines based on prior Larceny charges. Staff requests that because of this increased amount of petit larceny offenses an emergency be declared for the effective date of this ordinance.

Action is at the discretion of Mayor and Council.

---

Vicki Floyd, City Prosecutor





	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
27	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
	27-44	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days

	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	<del>28-57</del>	<del>600.00</del>	<del>60 days</del>
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days
	28-86.1	750.00	60 days
	28-90	750.00	60 days
	28-90.1	600.00	60 days
	28-104	750.00	60 days

	28-122	500.00	30 days
	28-123	500.00	30 days
	28-124	750.00	60 days
	28-125	300.00	30 days
	28-127	500.00	60 days
	28-128	800.00	60 days
	28-133 (a)	800.00	60 days
	28-133 (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	28-133 (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

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**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

1  
2  
3 \_\_\_\_\_  
4 MATTHEW D. DUKES, II, Mayor

5 ATTEST:

6 \_\_\_\_\_  
7 SARA HANCOCK, City Clerk

8  
9 Approved as to form and legality this \_\_\_\_\_ day of April, 2020.

10  
11 \_\_\_\_\_  
12 HEATHER POOLE, City Attorney

13  
14  
15 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
16 being immediately necessary for the preservation of the peace, health and safety of the City of  
17 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
18 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
19 take effect and be in full force from and after its passage as provided by law.

20  
21 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
22 City of Midwest City,

23  
24 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

25  
26  
27 CITY OF MIDWEST CITY, OKLAHOMA

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30 \_\_\_\_\_  
31 MATTHEW D. DUKES II, Mayor

32 ATTEST:

33  
34  
35 \_\_\_\_\_  
36 SARA HANCOCK, City Clerk

37  
38  
39 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020

40  
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42 \_\_\_\_\_  
43 HEATHER POOLE, City Attorney



	24-88.1	600.00	60 days
	24-88.2(c)(1)	800.00	60 days
	24-88.2(c)(2)	200.00	
	24-89	300.00	30 days
	24-90	600.00	60 days
	24-143	200.00	
	24-145	300.00	30 days
	24-203		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
27	All Nuisances		
	First Violation	100.00	15 days
	Second Violation within the Calendar year, January 1 to December 31	300.00	15 days
	Third and Subsequent Violations within the Calendar year, January 1 to December 31	500.00	30 days
	27-44	500.00	30 days
28	28-8	800.00	60 days
	28-9	800.00	60 days

	28-25	100.00	30 days
	28-40	300.00	30 days
	28-41	750.00	60 days
	28-43	600.00	60 days
	28-54	300.00	30 days
	28-57		
	First Offense	500.00	60 days
	Second Offense	600.00	60 days
	Third Offense	750.00	60 days
	28-57.1	600.00	60 days
	28-58	450.00	30 days
	28-60	450.00	30 days
	28-61	450.00	30 days
	28-62	450.00	30 days
	28-75	600.00	60 days
	28-86	750.00	60 days
	28-86.1	750.00	60 days
	28-90	750.00	60 days
	28-90.1	600.00	60 days
	28-104	750.00	60 days

	28-122	500.00	30 days
	28-123	500.00	30 days
	28-124	750.00	60 days
	28-125	300.00	30 days
	28-127	500.00	60 days
	28-128	800.00	60 days
	28-133 (a)	800.00	60 days
	28-133 (b)(3)		
	First and Second Offenses	100.00	
	Third and Subsequent Offenses	400.00	
	28-133 (b)(4)		
	First and Second Offenses	100.00	10 days
	Third and Subsequent Offenses	800.00	60 days

1  
2 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
3 repealed.  
4

5 **SECTION 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is  
6 for any reason held to be invalid, such decision shall not affect the validity of the remaining  
7 provisions of the ordinance.  
8  
9

10 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
11 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

12  
13  
14 THE CITY OF MIDWEST CITY, OKLAHOMA  
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3 \_\_\_\_\_  
4 MATTHEW D. DUKES, II, Mayor

5 ATTEST:

6 \_\_\_\_\_  
7 SARA HANCOCK, City Clerk

8  
9 Approved as to form and legality this \_\_\_\_\_ day of April, 2020.

10  
11 \_\_\_\_\_  
12 HEATHER POOLE, City Attorney

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14  
15 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
16 being immediately necessary for the preservation of the peace, health and safety of the City of  
17 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
18 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
19 take effect and be in full force from and after its passage as provided by law.

20  
21 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
22 City of Midwest City,

23  
24 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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27 CITY OF MIDWEST CITY, OKLAHOMA

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30 \_\_\_\_\_  
31 MATTHEW D. DUKES II, Mayor

32 ATTEST:

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35 \_\_\_\_\_  
36 SARA HANCOCK, City Clerk

37  
38  
39 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020

40  
41  
42 \_\_\_\_\_  
43 HEATHER POOLE, City Attorney



City Prosecutor  
Vicki Floyd  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[VFloyd@MidwestCityOK.org](mailto:VFloyd@MidwestCityOK.org)  
Office: 405.739.1284 /Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: June 23, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 24, Motor Vehicles and Traffic, Article IX, Bicycles, Division 2, Licenses; by amending Section 24-300; and Repealing Sections 24-301 through Sections 24-305; coming into conformance with Title 47 O.S. Sections 12-701 through 708; and Providing for Repealer, Severability.

---

The proposed amendment to Chapter 24, Motor Vehicle and Traffic, Article IX, Bicycles, removes the licensing requirements for bicycle use in the city, and puts it in conformance with state statute. All other safety requirements would remain the same.

Title 47 O.S. §§ 12-701 through 708 provides for the requirements of bicycles. These requirements are for items such as bells, brakes, reflectors etc. Licenses are not required for bicycles in the state statutes.

Action is at the discretion of Mayor and Council.

---

Vicki Floyd, City Prosecutor



1 ~~Upon determining that the requirements of this division have been complied with, the city shall~~  
2 ~~issue a license in the name of the owner of the bicycle.~~

3 **~~Sec. 24-305.-- Notification of change of ownership required.~~**

4 ~~In the event of the change of ownership of any bicycle the new owner shall immediately notify~~  
5 ~~the city who will make a record of the new ownership without charge.~~

6 **Section 3. STATE STATUTE.** This action brings Ordinance 24-300 into conformance with Title  
7 47 O.S. Sections 12-701 through 12-708.

8 **Section4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for  
9 any reason held to be invalid, such decision shall not affect the validity of the remaining  
10 provisions of the ordinance.

11 **Section5. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
12 repealed.  
13

14 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
15 Oklahoma, this \_\_\_\_\_ day of June, 2020.

16  
17 THE CITY OF MIDWEST CITY, OKLAHOMA

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

23 ATTEST:  
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25 \_\_\_\_\_  
26 SARA HANCOCK, City Clerk

27  
28 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
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30 \_\_\_\_\_  
31 HEATHER POOLE, City Attorney  
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ATTEST:

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

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



City Prosecutor  
Vicki Floyd

100 N. Midwest Boulevard  
Midwest City, OK 73110

[VFloyd@MidwestCityOK.org](mailto:VFloyd@MidwestCityOK.org)

Office: 405.739.1284 /Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: June 23, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 26, Noise, adding Section 26-4.1, Hours of Business for Medical Marijuana Dispensaries, Penalty, providing for repealer, severability and declaring an emergency.

---

The proposed amendment to Chapter 26, Noise by adding Section 26-4.1, Hours of Business for Medical Marijuana Dispensaries and Penalty. The amendment sets an operating time for Medical Marijuana from 7:00 am through 10:00 pm. The hours are the same as those listed in the Noise Ordinance, and will allow for greater public peace from 10:00 pm to 7:00 am. Due to neighborhood complaints an emergency is being declared.

Action is at the discretion of Mayor and Council.

---

Vicki Floyd, City Prosecutor





1  
2 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
3

4 \_\_\_\_\_  
5 HEATHER POOLE, City Attorney  
6

7 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
8 being immediately necessary for the preservation of the peace, health and safety of the City of  
9 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
10 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
11 take effect and be in full force from and after its passage as provided by law.

12 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
13 City of Midwest City,  
14

15 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
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18 CITY OF MIDWEST CITY, OKLAHOMA  
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21 \_\_\_\_\_  
22 MATTHEW D. DUKES II, Mayor  
23

24 ATTEST:  
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27 \_\_\_\_\_  
28 SARA HANCOCK, City Clerk  
29

30 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
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34 HEATHER POOLE, City Attorney  
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1 ATTEST:

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SARA HANCOCK, City Clerk

5

6 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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9 \_\_\_\_\_  
HEATHER POOLE, City Attorney

10

11 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
12 being immediately necessary for the preservation of the peace, health and safety of the City of  
13 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
14 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
15 take effect and be in full force from and after its passage as provided by law.

16 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
17 City of Midwest City,

18

19 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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22 CITY OF MIDWEST CITY, OKLAHOMA

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

26 ATTEST:

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30 SARA HANCOCK, City Clerk

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33 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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37 \_\_\_\_\_

38 HEATHER POOLE, City Attorney

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City Prosecutor  
Vicki Floyd

100 N. Midwest Boulevard  
Midwest City, OK 73110

[VFloyd@MidwestCityOK.org](mailto:VFloyd@MidwestCityOK.org)

Office: 405.739.1284 /Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: June 23, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending Section 28-58; Coming into conformance with Title 21 O.S. Section 1760; Providing for Repealer, Severability, and Declaring an Emergency.

---

The proposed amendment to Chapter 28, Article IV, Offenses Against Property, Section 58 Malicious Injury or Destruction of Property changes the required value of damage done to real or personal property from two thousand five hundred dollars (\$2,500), to one thousand dollars (\$1,000). This change is to comply with Oklahoma Statute Title 21, §1760. Staff requests this ordinance be declared an emergency in order to have potential municipal charges be in conformance with the state amount of \$1,000.00.

Action is at the discretion of Mayor and Council.

---

Vicki Floyd, City Prosecutor



1 ATTEST:

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

5

6 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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\_\_\_\_\_  
HEATHER POOLE, City Attorney

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11 **SECTION 5.** EMERGENCY. The City Council declares this ordinance to be an emergency, it  
12 being immediately necessary for the preservation of the peace, health and safety of the City of  
13 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
14 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
15 take effect and be in full force from and after its passage as provided by law.

16 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
17 City of Midwest City,

18

19 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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CITY OF MIDWEST CITY, OKLAHOMA

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MATTHEW D. DUKES II, Mayor

26 ATTEST:

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SARA HANCOCK, City Clerk

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APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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HEATHER POOLE, City Attorney

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ATTEST:

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

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney

**SECTION 5. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,

Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
HEATHER POOLE, City Attorney





City Prosecutor  
Vicki Floyd  
100 N. Midwest Boulevard  
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Office: 405.739.1284 / Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Vicki Floyd, City Prosecutor

DATE: June 23, 2020

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Article II, Offenses Against Morals, by amending Section 28-20, Disorderly House; and Providing for Repealer, Severability, and Declaring an Emergency.

---

The proposed amendment to Chapter 28, Article II, Offenses against Morals, amends Section 20 by defining a disorderly house, and defining the offenses that could be used to base a charge of disorderly house. The amendment further provides for any owner, lessor, or lessee who controls said property to be notified that such property has qualified as a disorderly home. Once a home is determined to be a disorderly house, the amendments set forth duties required of the owner, or lessor.

The proposed amendment removes the rolling three convictions occurring within a (90) ninety day window that the current ordinance requires.

Action is at the discretion of Mayor and Council.

---

Vicki Floyd, City Prosecutor



- 1 ~~(4) Sec. 28-2. Attempt to commit offense.~~
- 2 ~~(5) Sec. 28-21. Gambling.~~
- 3 ~~(6) Sec. 28-22. Indecent exposure.~~
- 4 ~~(7) Sec. 28-25. Public intoxication.~~
- 5 ~~(8) Sec. 28-26. Soliciting for illegal purpose.~~
- 6 ~~(9) Sec. 28-27. Procurers and pimps.~~
- 7 ~~(10) Sec. 28-28. Urination in public.~~
- 8 ~~(11) Sec. 28-29. Solicitation of drinks.~~
- 9 ~~(12) Sec. 28-30. Obscene material and displaying material harmful to minors.~~
- 10 ~~(13) Sec. 28-40. Assault.~~
- 11 ~~(14) Sec. 28-41. Assault and battery.~~
- 12 ~~(15) Sec. 28-42. Throwing objects at persons prohibited.~~
- 13 ~~(16) Sec. 28-43. Obscene, threatening or harassing telephone calls; penalty.~~
- 14 ~~(17) Sec. 28-54. Trespass.~~
- 15 ~~(18) Sec. 28-55. Squatting on public or private property.~~
- 16 ~~(19) Sec. 28-56. Parking on private property without consent.~~
- 17 ~~(20) Sec. 28-58. Malicious injury or destruction of property.~~
- 18 ~~(21) Sec. 28-59. Altering, removing or tampering with utility property prohibited.~~
- 19 ~~(22) Sec. 28-60. Injuring or molesting automobiles prohibited.~~
- 20 ~~(23) Sec. 28-61. Damaging buildings.~~
- 21 ~~(24) Sec. 28-62. Damaging letter boxes and posts prohibited.~~
- 22 ~~(25) Sec. 28-64. Molesting meter boxes; using meter box key.~~
- 23 ~~(26) Sec. 28-65. Damaging hydrants or water pipes prohibited.~~
- 24 ~~(27) Sec. 28-66. Damaging public lamps, poles, signs, etc., prohibited.~~

- 1 ~~(28) Sec. 28-67. Interfering with water pipes.~~
- 2 ~~(29) Sec. 28-70. Concealing lost property.~~
- 3 ~~(30) Sec. 28-71. Bringing stolen property into city.~~
- 4 ~~(31) Sec. 28-74. Throwing objects at vehicles prohibited.~~
- 5 ~~(32) Sec. 28-75. Receiving and/or concealing stolen property.~~
- 6 ~~(33) Sec. 28-76. Sleeping in certain places.~~
- 7 ~~(34) Sec. 28-86. Resisting or interfering with an officer.~~
- 8 ~~(35) Sec. 28-86.1. Eluding a police officer.~~
- 9 ~~(36) Sec. 28-87. Impersonating officers.~~
- 10 ~~(37) Sec. 28-88. False police calls; tampering with alarm boxes.~~
- 11 ~~(38) Sec. 28-88.1. False 911 calls prohibited.~~
- 12 ~~(39) Sec. 28-90. Threatening or assaulting officers.~~
- 13 ~~(40) Sec. 28-90.1. Disorderly conduct.~~
- 14 ~~(41) Sec. 28-91. Obstruction of streets or sidewalks.~~
- 15 ~~(42) Sec. 28-92. Fighting.~~
- 16 ~~(43) Sec. 28-106. Display of firearms prohibited.~~
- 17 ~~(44) Sec. 28-107. Discharge of bows and arrows prohibited; exception.~~
- 18 ~~(45) Sec. 28-108. Pointing or discharging firearms, etc.~~
- 19 ~~(46) Sec. 28-122. Allowing or encouraging a minor to commit offenses; penalty.~~
- 20 ~~(47) Sec. 28-123. Parental responsibility; failure to control; penalty.~~
- 21 ~~(48) Sec. 28-124. Commission of a crime in the presence of minors; penalty.~~
- 22 ~~(49) Sec. 28-125. Permitting crimes or disorderliness on premises; penalty.~~
- 23 ~~(50) Sec. 28-127. Furnishing tobacco products to minors; minors in possession of~~
- 24 ~~tobacco products; penalty.~~

1 ~~(51) Sec. 28 128. Permitting or allowing gatherings where minors are consuming~~  
2 ~~alcohol containing beverages.~~

3 ~~(52) Sec. 28 130. Possession of dangerous drugs.~~

4 ~~(53) Sec. 28 131. Possession and sale of certain toxins and other drugs prohibited.~~

5 ~~(54) Sec. 28 132. Possession or sale of drug related paraphernalia.~~

6 ~~(55) Sec. 28 132.1. Maintaining a drug house prohibited.~~

7 ~~(56) Sec. 26 3. Prohibited generally [noise].~~

8 (b) As used in this chapter the term "disorderly house" shall mean any structure or vehicle  
9 by which the peace, comfort, health, welfare or decency of the public is disturbed by  
10 reason of the people therein committing 3 offenses of any of the following acts within  
11 one (1) year of date of commission of any of the following acts:  
12

13 (1) the sale, distribution, or use of any controlled dangerous substance, the sale,  
14 distribution, possession or use of which is declared unlawful by State statute; or

15  
16 (2) the violation of any ordinance or State statutes regulating the sale, distribution,  
17 possession or use of alcoholic beverages; or

18  
19 (3) the performance of any sexual act declared unlawful by ordinance or State statute,  
20 including, but not limited to, soliciting for purposes of prostitution; or

21  
22 (4) the violation of any ordinance or State statute prohibiting gambling; or illegal  
23 weapons violation; or

24  
25 (5) final conviction of any Section 28, Section 26.3 or Section 26.4 of the Midwest City  
26 Ordinance offenses.

27  
28 (c) ~~It shall not be considered a nuisance violation to report unlawful conduct.~~

29  
30 (c) For the purposes of this section, the term "structure" shall include not only a building  
31 but also the premises upon which the structure is located, including all property within  
32 the curtilage, and all parking and pedestrian access portions and any other outdoor areas  
33 controlled by the owner or occupant of the structure.

34 ~~(d) A property owner not in possession of his/her property is only in violation of this~~  
35 ~~section if s/he intentionally continues to make available his/her property to anyone~~  
36 ~~violating the provisions of this section. For the purpose of this ordinance intent means~~  
37 ~~knowledge of the nuisance violations occurring on the property.~~

38 (d) No owner, lessee, lessor, or other person, partnership or corporation having  
39 control over any house, building, structure, tent, vehicle, mobile home, or

1 recreational vehicle shall knowingly use, lease, sublease or otherwise permit the  
2 use of same for the purpose of keeping therein any disorderly house; and  
3 knowing or ascertaining that such house, building, structure, tent, vehicle,  
4 mobile home, or recreational vehicle is so occupied as a disorderly house,  
5 no person, partnership or corporation shall continue to grant permission to  
6 so use such premises as a disorderly house.

7 ~~(e) Any property owner charged with violating the provisions of this section may submit a~~  
8 ~~property improvement plan to the municipal judge compliance with which may serve as~~  
9 ~~a condition of a deferred sentence. The judge shall have the discretion to determine~~  
10 ~~whether such property improvement plan will likely preclude the commission of further~~  
11 ~~nuisance violations on the subject property.~~

12 (e) The occurrence of any act in any house, building, structure, tent, vehicle, mobile home,  
13 or recreational vehicle which results in the conviction of any person in the Municipal  
14 Court for a violation of this section shall, after the lapse of thirty (30) days from such  
15 conviction, constitute notice to all owners, lessors, and other persons having control  
16 thereof that such premises are being occupied as a disorderly house. However, no such  
17 notice as contemplated by this subsection shall be effective unless written notice of  
18 such conviction shall have been delivered in person, and, or certified mail to such  
19 owner, lessee, or other person having control over such premises by a duly authorized  
20 officer of the Police Department.

21 (f) Any person required to discontinue any lease or permitted use of property by  
22 Subsections (d) and/or (e) herein shall not accept any rents, fees, profits or  
23 consideration of any type from the lessees or other persons or corporations occupying  
24 or in control or possession of the premises at the time the disorderly house requiring  
25 such discontinuance of lease or permitted use occurred. Each day for which such rent,  
26 fee, profit or consideration is accepted shall constitute a separate offense.

27 (g) No person shall knowingly reside in, enter into, or remain in a disorderly house.

28 (h) A separate offense shall be deemed committed on each day during or on which a  
29 violation of this division occurs or continues.

30  
31 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
32 repealed.  
33

34 **SECTION 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is  
35 for any reason held to be invalid, such decision shall not affect the validity of the remaining  
36 provisions of the ordinance.  
37

38  
39 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
40 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
41  
42

1 THE CITY OF MIDWEST CITY, OKLAHOMA

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4 \_\_\_\_\_  
5 MATTHEW D. DUKES, II, Mayor  
6

7 ATTEST:

8  
9 \_\_\_\_\_  
10 SARA HANCOCK, City Clerk  
11

12  
13 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
14  
15

16 \_\_\_\_\_  
17 HEATHER POOLE, City Attorney  
18  
19

20 **SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it  
21 being immediately necessary for the preservation of the peace, health and safety of the City of  
22 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
23 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
24 take effect and be in full force from and after its passage as provided by law.

25 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
26 City of Midwest City,  
27

28 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
29

30  
31 CITY OF MIDWEST CITY, OKLAHOMA  
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34 \_\_\_\_\_  
35 MATTHEW D. DUKES II, Mayor  
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37 ATTEST:

38 \_\_\_\_\_  
39 SARA HANCOCK, City Clerk  
40

41  
42 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
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45 \_\_\_\_\_  
46 HEATHER POOLE, City Attorney





1 (d) No owner, lessee, lessor, or other person, partnership or corporation having  
2 control over any house, building, structure, tent, vehicle, mobile home, or  
3 recreational vehicle shall knowingly use, lease, sublease or otherwise permit the  
4 use of same for the purpose of keeping therein any disorderly house; and  
5 knowing or ascertaining that such house, building, structure, tent, vehicle,  
6 mobile home, or recreational vehicle is so occupied as a disorderly house,  
7 no person, partnership or corporation shall continue to grant permission to  
8 so use such premises as a disorderly house.

9 (e) The occurrence of any act in any house, building, structure, tent, vehicle, mobile home,  
10 or recreational vehicle which results in the conviction of any person in the Municipal  
11 Court for a violation of this section shall, after the lapse of thirty (30) days from such  
12 conviction, constitute notice to all owners, lessors, and other persons having control  
13 thereof that such premises are being occupied as a disorderly house. However, no such  
14 notice as contemplated by this subsection shall be effective unless written notice of  
15 such conviction shall have been delivered in person, and, or certified mail to such  
16 owner, lessee, or other person having control over such premises by a duly authorized  
17 officer of the Police Department.

18 (f) Any person required to discontinue any lease or permitted use of property by  
19 Subsections (d) and/or (e) herein shall not accept any rents, fees, profits or  
20 consideration of any type from the lessees or other persons or corporations occupying  
21 or in control or possession of the premises at the time the disorderly house requiring  
22 such discontinuance of lease or permitted use occurred. Each day for which such rent,  
23 fee, profit or consideration is accepted shall constitute a separate offense.

24 (g) No person shall knowingly reside in, enter into, or remain in a disorderly house.

25 (h) A separate offense shall be deemed committed on each day during or on which a  
26 violation of this division occurs or continues.

27  
28 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
29 repealed.  
30

31 **SECTION 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is  
32 for any reason held to be invalid, such decision shall not affect the validity of the remaining  
33 provisions of the ordinance.  
34

35 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
36 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
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38 THE CITY OF MIDWEST CITY, OKLAHOMA  
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42 MATTHEW D. DUKES, II, Mayor  
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ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney

**SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,

Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
HEATHER POOLE, City Attorney



**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 23, 2020  
SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (G.O. Bond) projects.

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Below is the second quarter 2020 report for the G.O. Bond progress.

**Completed Projects include:**

- Storage Area Network (SAN's), the infrastructure that stores Body, In-car, security footage, and critical servers, is fully integrated and operational.
- Fire Radios: all radios have been programmed and deployed.
- Storm Sirens: all purchased sirens have been installed.
- Public Safety P25 Communications Equipment and site (P25 Site): the seven-channel P25 700 MHz trunking radio system is at the KFOR Tower.
- SCBA: all parts purchased and in service.
- Vehicle Exhaust System: The system is fully functional.

**Tyler Incode Public Safety Software Enhancements:** The on-order items below are nearing completion at Tyler Technologies (Tyler) and we expect delivery of these items by the end of the 2<sup>nd</sup> quarter, 2020.

Fire Equipment Enhancements:

- Show built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery)
- Arrive a Unit based on its Location and Distance from the Assigned Call Location
- Allow Mobile Unit to Go En Route from a Push Notification on the iPad

Police Equipment Enhancements:

- Allow decal to be run through OLETS on iPad

Dispatch Equipment Enhancements:

- Tyler Forms for reporting

Multiple Department Equipment Enhancements:

- Link Media from a Call for Service to any Generated Case Number in Incident Module - (Police & Fire)
- CAD WebView for calls for service - (Police & Fire)
- Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type - (Dispatch for Fire)

**Brazos handheld ticket writers:** E-crash is complete and all the hardware for E-Citation has arrived. The E-Citation module has been reviewed and completed. E-Crash has also been completed. Brazos is now testing and finalizing the interfaces to Incode Court and RMS. We are about 60% complete.

**Police Mobile Computer Terminals (MCT's):** The streamlined deployment mentioned in the March 24<sup>th</sup> update was put on hold and prepared as loaner equipment for a work-from-home scenario due to the COVID-19 pandemic. We are now working to get these deployed as originally planned.

**Police Radios:** Since our March report, 76 of 100 handheld radios and 90 of 99 mobile radios have been deployed with one base radio to deploy soon.

**Encryption for the Storm Sirens:** The encryption equipment has been received and installed. Staff is working with Motorola on communication standards and configuration issues. The sirens are 100% operational and will be encrypted when Motorola provides a solution.

**Animal Shelter:**

Earlier in the month of September, contractors and staff razed the existing structures and harvested some of the trees. The curing planks from the trees will be reused within the new shelter. The G.O. Bond temporary sign should be installed soon. The site of the electronic sign, funded by a hospital grant, has been established.

**Police and Fire Training Center:** Staff is working with C. H. Guernsey, who was chosen during the RFQ process, to develop the Scope of Work with a targeted construction budget around \$850,000.

**Fire Station 1 Renovation:** Staff is working with C. H. Guernsey, who was chosen during the RFQ process, to develop the Scope of Work with a targeted construction budget around \$550,000.

**Hose and Nozzles:** We are awaiting the completion of other projects tied to this item before completing this purchase.

**City Park:**

Working from the Original Mile Park Master Plan, staff and Ochsner Hare & Hare have been working through design issues and details. Plans are approximately 75% complete.

**Mid-America Park:** Staff has had site visits with landscape architect RL Shears and disk golf course architect HB Clark to work through conceptual designs. Despite the challenges due to the site and budget constraints, one of the more important aspects of the design is working with the lay of the land. Dovetailing the inclusive playground in with the pavilion, bathrooms, parking lots and disk golf course is a priority of our architect per our request; along with addressing floodplain issues created by clearing and grubbing acres of the land.

**Booster Station Renovation:** Staff has submitted plans to DEQ for approval. Once we receive their approval, we will begin the bidding process.

**Command Vehicle:** As you may recall, the bid has been awarded for the upfitting of the command equipment. The date of completion is about 2 months.

**Mobile Air:** The trailer has been bid out and the award has been granted. The completion date is 80 days.

**Fire Engine Ladder:** The engine is in development and we anticipate the ladder by the end of July 2020.

**Street Rehabilitation:** Asphalt work is complete in areas near S.E 15<sup>th</sup> and Air Depot, and near Key Blvd between S.E. 15<sup>th</sup> and Reno. Work continues in the Atkinson Heights addition. With the first two million dollars approximately 1/3 complete, the second two million dollars will be out to bid soon.

**Multi-Purpose Sports Complex:** Phase II is underway, staff has been meeting with the architecture team from C. H. Guernsey weekly. The schematic work on the facility is well on its way and construction documents should be completed before the end of the year.

**Reed Baseball Complex Renovations:** Around 75% of the construction documents have been submitted and staff has reviewed and approved them, so the project is on track to bid in July.

**John Conrad Golf Course:** Heckenkemper Golf Course Design has completed survey work and staff has reviewed and accepted the clubhouse master plan document. The schematic phase of design is nearing completion and construction documents will be underway in 30 to 60 days. The project is on track to bid by the end of the year.

**MWC Soccer Complex** – No activity to date

Please let me know if you have any questions or concerns.

---

Vaughn Sullivan, Assistant City Manger



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 23, 2020

**RE:** Discussion and consideration of entering into a Prescription Benefit Services Agreement with CaremarkPCS Health, L.L.C. and Synchrony Rx for pharmacy benefits for the fiscal year 2020/2021 not to exceed \$1,998,452.

The City of Midwest City is carving out the Pharmacy Benefits Manager (PBM) from Blue Cross Blue Shield's Prime Therapeutics. Based on proposals obtained, entering into an agreement with CaremarkPCS Health, L.L.C. and Synchrony Rx to administer the City's pharmacy benefits will save the City Life and Health money by increasing the amount of rebates passed through to the City instead of being retained by the PBM. Based on rebate processing schedules, the City anticipates that FY20-21 costs will be flat. In future fiscal years, when rebate processing catches up, the City anticipates savings of nearly \$400,000.00 (based on analysis of the prescription plan utilization and costs in previous years). The approved budget for this expenditure is \$1,998,452.

Staff has worked with Synchrony Rx to minimize disruption to plan participants. By entering into this agreement (which contains proprietary and confidential information regarding pharmacy rates and fees), Synchrony Rx will be the PBM for the City and will administer pharmacy benefit services on the CVS/Caremark network.

Staff recommends approval.

Troy Bradley, Human Resources Director



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

### Memorandum

**TO:** Honorable Mayor and Council

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

**DATE:** June 23, 2020

**RE:** Discussion and consideration of entering into an agreement with American Fidelity Administrative Services, LLC. to provide tracking and reporting in order for the City to stay in compliance with the Affordable Care Act (ACA). Implementation fees are a one-time charge of \$2,450.00. Ongoing costs are an annual fee of \$995.00, a tracking fee of \$1.00 PEPM, and a reporting fee of \$3.95 per form.

The agreement with American Fidelity for ACA tracking and reporting services will provide a platform and the means to remain in compliance with the ACA requirements for our health benefits plan. The American Fidelity tools will track all of the City's employees' time records to ensure that the City is offering Health Benefits in accordance with ACA requirements. The tools automatically process the complex requirements of hours tracking. Once the data are processed, the tools generate the required forms for distribution to the employees and to the IRS. American Fidelity is waiving the fees to look back to previous measurement periods as part of the agreement (a savings of \$14,400.00). The City expects a savings of approximately \$13,500 for fiscal year 2020-2021, and \$16,000 for future fiscal years, when compared to the costs for fiscal year 2019-2020.

Staff recommends approval.

A handwritten signature in black ink that reads "Troy Bradley".

Troy Bradley, Human Resources Director

## MASTER CONSULTING SERVICES AGREEMENT

This MASTER CONSULTING SERVICES AGREEMENT (“Master Agreement”) is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”) by and among CITY OF MIDWEST CITY (hereinafter “Client”) and AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (hereinafter “Consultant”).

WHEREAS, the parties desire for Consultant to provide services to Client with respect to certain employee benefit plans sponsored by Client (“Client's Plans”) and under the terms set forth herein;

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

**1. Scope.** This Master Agreement is comprised of the general terms and conditions set forth herein (the “Terms and Conditions”) and each properly executed Scope of Work (“SOW”) to be attached hereto and incorporated by reference herein. Consultant shall provide certain services to Client as specified in a SOW (the “Services”). Each time Client engages Consultant to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. Consultant shall have the right, at all times, to perform similar services for other person(s) or business entities.

**2. Term.** The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, the term and conditions of this Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms.

**3. Fees and Records.** In consideration of Services performed, Client agrees to pay Consultant in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, Client shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by Consultant in connection with its provision of the Services. Client shall also be responsible for all sales taxes and other similar tax obligations in connection with its receipt of the Services from Consultant. Such expenses, taxes, and other obligations shall be owed above and beyond any professional fees. If Client is exempt from paying sales tax, Client shall provide Consultant with a tax exemption certificate. Until such certificate is received, Consultant will charge applicable sales tax on the invoices.

**4. Invoicing and Payment.** Consultant will deliver an invoice to Client for fees and expenses each month unless otherwise specified in the SOW. Payment of the amounts indicated on the invoice is due upon receipt of the invoice, but no later than 30 days from the invoice.

**5. Client Resources and Data.** In addition to any responsibilities imposed on Client by the terms of a SOW, Client agrees that Consultant shall have ready access to Client’s staff and resources as necessary to perform the Services pursuant to a SOW. In addition, Client will provide to Consultant all data necessary to complete the Services specified in a SOW, in a format agreed to by both parties. In the performance of the Services, Consultant may rely upon, and will have



no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Consultant by the Client or its designated representatives and reasonably believed by Consultant to be genuine and authorized by the Client. In addition, if Consultant receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to Client as additional Services.

## **6. Relationship of Parties.**

**a.** Consultant is, and shall at all times remain, an independent contractor with respect to the Client. Consultant and each of Consultant's employees, principals, and subcontractors shall not be deemed for any purpose to be Client's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Client or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Client is not responsible to any governing body or to Consultant for paying or withholding payroll taxes and other employee expenses related to payments made to Consultant. Notwithstanding anything to the contrary, this Master Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Master Agreement, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

**b.** Notwithstanding any provision in this Master Agreement to the contrary, the Client agrees and acknowledges that (i) this Master Agreement, any SOW executed pursuant to this Master Agreement or the performance by the Consultant hereunder are not intended in any way to impose on Consultant or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any other applicable law; and (ii) this Master Agreement does not provide Consultant, and the Client will not cause or permit Consultant to assume, without prior written consent of Consultant, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

**c.** The Client acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the Consultant and that the Consultant has recommended to Client that all work performed by Consultant be reviewed by Client's independent tax and legal counsel. All compliance assistance work performed by Consultant will relate to compliance with federal laws imposing obligations with respect to Client's Plans. The parties agree that Consultant will not consider any State laws or regulations unless expressly set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this Master Agreement is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. Consultant shall

rely upon information provided by Client and will not have a duty to verify accuracy of such information.

## **7. Intellectual Property.**

**a.** Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by Consultant or its contractors for the benefit of Client in connection with this Agreement, or (2) made or developed by Consultant during the course of providing the Services hereunder, shall remain and be the property of Consultant. However, Consultant shall not receive any royalty related to the use of such invention in providing the Services to Client.

**b.** All documents produced by Consultant in any form, including the electronic versions thereof (“Deliverables”), are instruments of service of Consultant. The copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by Consultant hereunder shall remain vested in Consultant; however, Client shall have a free, non-transferable license to use documents supplied by Consultant for Client’s internal use and only for the purpose specified in the related SOW. Without limiting the foregoing, Client shall not provide such Deliverables to any third person without the written consent of the Consultant. Any liability arising out of use of Deliverables by Client for purposes other than for which they were created or out of use by any third party shall be the responsibility of Client, who shall indemnify Consultant against all claims, costs, damages, expenses or losses arising out of such unauthorized use.

**8. Confidential Information.** In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, and financial matters which are made available by the other party or the other party’s clients (collectively, “Confidential Information”). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this Master Agreement. The receiving party will restrict access to Confidential Information to only its employees or consultants who (a) require such access in the course of their assigned duties and responsibilities; and (b) who have been informed of the receiving party’s obligations of confidence and (c) have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto. Upon termination of this Master Agreement, Confidential Information shall be returned to the disclosing party or certified as destroyed at the disclosing party’s option.

## **9. Performance of Services.**

**a.** Consultant shall, subject to the provisions of this Master Agreement, including without limitation the obligations of the Client to provide accurate information and to pay the Consultant's compensation hereunder, and upon timely receipt of all data, information, approvals, site access or other information or assistance to be provided by Client, carry out and complete the Services specifically agreed upon in this Master Agreement or in a SOW.

**b.** Consultant agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

**10. HIPAA Compliance.** If and to the extent any of the Services involve disclosure, transmission, creation or use of Client's Protected Health Information, the parties shall enter into a Business Associate Agreement prior to any such transmission, disclosure, creation or use. Client agrees to (i) notify Consultant prior to any transmission or other disclosure of Protected Health Information to Consultant and request Consultant to enter into the Business Associate Agreement, and (ii) cause any third person who may transmit or otherwise disclose Protected Health Information to Consultant on behalf of Client to abide by the terms of this paragraph. As used herein, "Protected Health Information" means any and all information considered "protected health information" under 45 C.F.R. 160.103 (as may be amended from time to time) and is limited to the information created, received or transmitted by Consultant from or on behalf of Client pursuant to this Agreement.

## **11. Termination.**

**a.** In the event of Client's failure to pay amounts due, this Master Agreement and any existing SOW shall automatically terminate after 90 days of Client's non-payment. Consultant may, but shall not be obligated to, send Client reminder(s) of invoices.

**b.** Either party may terminate this Master Agreement or any SOW upon a breach of a material non-monetary provision hereof, provided that the terminating party provides written notice of the breach and a thirty (30) day opportunity for the breaching party to cure. The written notice shall contain sufficient information to allow the breaching party to correct the deficiency.

**c.** Either party may terminate the Master Agreement or any SOW for convenience upon 30 days' written notice.

**d.** After termination, the terms conditions of this Master Agreement will continue to govern any outstanding SOWs until the last SOW is terminated in accordance with its terms. Any termination will not relieve Client of the obligation to pay all amounts owing to Consultant through the date of termination and any reasonable de-mobilization cost.

## **12. Disputes, Limitation of Liability and Indemnification.**

**a. Dispute Resolution.** In the event of a dispute, Client agrees to inform Consultant of such dispute and the parties agree to make a good faith attempt to reach a

mutually acceptable resolution. If they are unable to reach agreement, then each party is free to seek legal recourse.

**b. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED..**

**c. Limit of Liability. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT OR ANY THIRD PERSON FOR ANY TAX, PENALTY OR FEE IMPOSED ON CLIENT OR ANY THIRD PERSON BY ANY GOVERNMENTAL AUTHORITY EVEN IF THE SOURCE OF SUCH TAX, PENALTY OR FEE IS THE SERVICES OR/AND DELIVERABLES OR ANY DEFECT IN EITHER OF THEM. THE ABOVE SHALL NOT APPLY IN THE CASE OF CONSULTANT'S GROSS NEGLIGENCE OR MISCONDUCT.**

**d. Indemnification.** Consultant agrees to indemnify, and hold harmless the Client, officers and employees from and against all third-party claims, liabilities, judgments and expenses arising from personal or bodily injuries, and/or property damage directly caused by Consultant's gross negligence or misconduct. To the fullest extent permissible by law, Client will indemnify and hold Consultant and its personnel, contractors and third-party suppliers of services and tools (including computer software) harmless from any and all third-party claims, liabilities, and expenses relating to misconduct or the grossly negligent actions or omissions, or breach of contract by Client or its personnel. This section shall survive termination of this Master Agreement.

### **13. Miscellaneous.**

**a. Notices.** All notices hereunder must be in writing, and may be sent by email, with delivery receipt, by certified mail, return receipt requested, or by overnight courier service, to the notice address set forth below each party's signature, or to such other addresses as may be stipulated in writing by the parties. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

**b. Entire Agreement; Amendment; Severability.** This Master Agreement, incorporated agreements and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This Master Agreement may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this Master Agreement, the terms of this Master Agreement shall control, unless such SOW expressly states that it is amending the terms of the Master Agreement with respect to such SOW. The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

**c. Assignment and Sub-Contracting.** Consultant may sub-contract the Services hereunder. Consultant may also, for the benefit of Client, retain any necessary

independent third-party actuarial experts, in connection with performance of the Services hereunder. Client may not assign the Services or any other rights hereunder or under a SOW without Consultant's written consent.

**d. Force Majeure.** If either party is prevented from performing any of its duties and obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, equipment or technical malfunctions or failures, power failures or interruptions or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

**e. No Waiver.** The waiver of any breach or failure of a term or condition of this Master Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Master Agreement.

**f. Governing Law.** This Master Agreement and all SOWs shall be governed by, and construed in accordance with, the laws of the State of Oklahoma applicable to contracts made and performed in Oklahoma without regard to conflict of laws principles. The parties hereto submit to the exclusive jurisdiction of the appropriate court in Oklahoma City, for the purpose of resolving any dispute relating to the subject matter of this Master Agreement or the relationship between the parties pursuant to this Master Agreement.

**g. Counterparts.** This Master Agreement and any SOW may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means to execute and transmit counterparts, which shall be deemed as valid as originals.

WHEREFORE, for the purpose of being bound, the parties execute this Master Agreement by their duly authorized representatives.

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Notice Address:  
100 N Midwest Blvd  
Midwest City, OK 73110

**AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**

\_\_\_\_\_  
Name: Che Yi  
Title: Chief Operations Officer  
Date: \_\_\_\_\_

Notice Address:  
American Fidelity Administrative Services, LLC  
Attn: Manager  
9000 Cameron Parkway  
Oklahoma City, OK 73114  
Mary.Nash@americanfidelity.com

AND

American Fidelity LAW Department  
9000 Cameron Parkway  
Oklahoma City, OK 73114  
Anne.Nicholson@americanfidelity.com

**STATEMENT OF WORK**  
**TO THE MASTER CONSULTING SERVICES AGREEMENT (the “MASTER AGREEMENT”) BETWEEN CITY OF MIDWEST CITY (“CLIENT” or “you” or “your”) AND AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC (“CONSULTANT” or “we” or “us” or “our”)**

**PROJECT:** Patient Protection and Affordable Care Act (“ACA”) Compliance: Time and Eligibility Tracking (“Tracking Service”) and Employer Reporting (“Reporting Service”; the Tracking Service and Reporting Service may be referred to individually as a “Service” or together as the “Services”)

**A. TERMS AND CONDITIONS.** This statement of work (“SOW”) shall be effective as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”). This SOW is subject to the terms and conditions of the Master Agreement.

**B. SERVICE DATES.** This SOW will begin on the Effective Date and will continue for a period of twelve (12) months. This SOW may renew upon agreement of the parties for additional 12-month periods. If Client does not renew this SOW, but continues submitting Data (as defined herein), Client understands that Client will be responsible for payment of all Fees (as defined herein) related to processing of submitted Data.

**C. SERVICES AND DELIVERABLES.**

1. **TIME AND ELIGIBILITY TRACKING.** Consultant shall provide Client with access to the Tracking Service, which includes access to use certain computer programming for the purpose of tracking, monitoring and reporting hours worked by Client’s current and former employees. Such tracking shall assist Client in determining which of its employees is eligible for health coverage and when such employee became eligible.

2. **ACA REPORTING.** Consultant shall provide Client with access to the Reporting Service to facilitate Client’s creation of the 1094-C and 1095-C Forms (collectively, the “Forms”), which satisfy certain reporting requirements of Client to the Internal Revenue Service (“IRS”) and certain disclosure requirements to Client’s employees as required under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended (the “Code”). Services provided early in the subsequent calendar year to assist with generating and filing the Forms for an earlier Applicable Reporting Year will be considered part of the Service for the earlier Applicable Reporting Year. As used herein, an “Applicable Reporting Year” means a single calendar year for which the Client is required to generate the Forms.

3. **CONSULTANT SERVICE.** Consultant shall provide consultation with Client to help Client understand the application and rules of Section 4980H of the Code, which is referred to as the Employer Mandate Penalty, and Sections 6055 and 6056 of the Code, and then gather the information needed to implement the Services.

**D. RESTRICTIONS AND RESPONSIBILITIES CONCERNING THE SERVICES.**

1. Client acknowledges and agrees that it retains all responsibility to submit required information to the IRS and to provide disclosure documentation to its employees.

2. Client acknowledges and agrees that Client is solely responsible for timely submission,

accuracy, and completeness of all Data required to be input into the applicable Service.

- a. “Data” for purposes of this SOW is defined as demographic data (for employees, former employees, and covered family members subject to reporting under Code Sections 6055 and 6056), plan data, enrollment data, hours of service (records of hours worked and hours for which payment is made or due) data, and health plan coverage data. Consultant has no responsibility or obligation to determine if Data is accurate or complete.
  - b. “Timely Submission” shall mean submitting ongoing Data at least monthly as described in the following section.
  - c. Client shall provide the necessary information required for the Services and shall provide such information on a monthly basis. Client’s failure to upload Data monthly may jeopardize satisfaction of Client’s reporting obligation to the IRS.
3. Client shall identify in writing the person or persons who will be authorized to access the Services on Client’s behalf (the “Authorized Users”). Client shall ensure that only Authorized Users receive access codes; Client shall also provide Authorized Users with procedures for use established by Consultant. Client agrees that Client is solely responsible for access to Client’s Data in violation of such procedures and Consultant shall have no responsibility, obligation or liability for any unauthorized access to the Client’s Data resulting from a failure to follow Consultant’s procedures.
  4. As part of the Services, Consultant shall grant Client a limited, personal, non-exclusive, non-transferable and non-assignable license to use the Tracking Service and related documentation (the “Documentation”). The license granted under this SOW is limited to the terms and purpose set forth herein and may be revoked by Consultant for Client’s failure to comply with the provisions of this SOW. Client may not (a) sell, license, reproduce or otherwise transfer or allow the transfer of the Tracking Service, or any backup copy, to third parties; (b) use the Tracking Service in any manner inconsistent with the rights granted herein; (c) modify or create derivative works of the Tracking Service; or (d) decompile, reverse engineer, disassemble, analyze, modify, adapt, convert, or create derivative works from the Tracking Service. These restrictions shall survive the termination of this SOW.

#### **E. FEES AND EXPENSES.**

1. **INITIAL FEE.** To initiate the Services, Client agrees to pay an initial setup fee in the amount of \$2,450.00 (the “Initial Fee”), which is due and payable upon execution of this SOW. The Initial Fee is based on Services for one (1) Federal Tax Identification Number (TIN) or Employer Identification Number (EIN). Additional Tax Identification Numbers or Employer Identification Numbers will require an additional fee, unless the employer is treated as an aggregated employer under the ACA, in which case a reduced initial fee will apply for the other EINs in the group.
2. **TRACKING FEES.** Upon the execution of this SOW, Client shall pay \$0.00 for the previous measurement period for the Tracking Service that has already lapsed, if any. Client shall pay the following monthly fee in arrears for the Tracking Service, which shall be based on the number of active employees reported by Client as of the date hereof and



the number of W-2 forms sent the previous calendar year (in no event less than \$250): \$600.00 approximately. If the number of employees uploaded into the Software in Client's first month varies by more than 5% from the number used to calculate the monthly fee, Consultant reserves the right to adjust the monthly fee; no other adjustments to the fee shall be made for the remainder of the annual term. The monthly fee shall be assessed at the beginning of each Renewal Term and shall be determined as described above. Tracking fees shall be invoiced on or about the 15th day of each month.

3. **REPORTING FEES.** Client shall pay an annual fee of \$995.00 for the Reporting Service ("Annual Fee"), plus \$3.95 per employee for whom a Form is generated ("Per-Employee Fee"), with a minimum requirement of 250 Forms. The Annual Fee is due upon execution of this SOW. Half of the total expected Per-Employee Fee shall be due in August of the Applicable Reporting Year, with the balance billed at the beginning of the next calendar year. The Annual Fee assumes that Client has (1) Federal Tax Identification Number or Employer Identification Number (EIN) for the Reporting Service. Additional Federal Tax Identification Numbers or Employer Identification Numbers than one (1) may require additional fees.
4. **FEE INCREASES.** Consultant reserves the right to amend the fees described in this SOW by providing written notice to the Client; however, no such amendment shall be made during the Client's first year using the Services. If fees will change in later years, Consultant will provide at least 60 days' written notice of any fee changes prior to the renewal of that year's SOW.
5. In the event that Client executes this SOW but terminates the Services prior to the initial upload of Data as described in Section D(2)(b)(i) hereof, Client shall pay Consultant its hourly rate for time spent on Client's behalf prior to Client's termination.

## **F. COPYRIGHT AND PROPRIETARY INFORMATION**

1. Consultant reserves all intellectual property rights with respect to the Services, Program, and Documentation and any copies of same under all applicable national and international laws and treaties for the protection of intellectual property rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to Client in this SOW are retained by Consultant.
2. Immediately upon becoming aware of any unauthorized use, copying, reproduction or disclosure of the Services or Documentation, Client shall notify Consultant in writing.

## **G. LIMITED WARRANTY/DISCLAIMERS**

1. Subject to the limitation of liability provisions contained in the Master Agreement and as set forth in this SOW, Consultant warrants that it has sufficient rights to grant Client the rights to access the Services pursuant to this SOW. No warranty is made that the Services will be uninterrupted or error-free. Client is solely responsible for all Data input. Consultant expressly disclaims any and all liability resulting from inadequate, incomplete or improper Data input. This warranty is limited to the term of this SOW.
2. **THE PRECEDING WARRANTY IS THE ONLY WARRANTY RELATED TO THE SERVICES, DOCUMENTATION AND SUPPORT SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR**

IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

3. If an implied warranty or condition is created by Client's jurisdiction and federal or state law prohibits disclaimer of it, Client may also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts; so, the above limitation may not apply to you. This limited warranty gives Client specific legal rights. Client may have other rights, which vary from jurisdiction to jurisdiction.
4. Client understands and acknowledges that Client is solely responsible, among other things, for: (a) all uses of the Services using user names or passwords assigned to you; (b) provision of or input of Data into the Services or Program; (c) confirmation of the accuracy of the Data input into and received from the Services; and (d) compliance with all applicable laws associated with the use of the Data.

#### **H. LIMITATION OF LIABILITIES**

1. THIS AGREEMENT IS SUBJECT TO THE LIMITATION OF LIABILITY AND OTHER TERMS CONTAINED IN THE MASTER AGREEMENT
2. IN NO EVENT WILL CONSULTANT OR ANY OF ITS AFFILIATES HAVE ANY OBLIGATION OR LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, ARISING FROM OR RELATED TO THE SERVICES OR THE DOCUMENTATION, UNLESS CAUSED BY CONSULTANT'S OR ITS AFFILIATES' OR AGENTS' MISCONDUCT OR GROSS NEGLIGENCE.

[EXECUTION PAGE FOLLOWS]

AGREED BY:

**CITY OF MIDWEST CITY**

\_\_\_\_\_  
Name:  
Title:  
Date:\_\_\_\_\_

Notice Address:  
100 N Midwest Blvd  
Midwest City, OK 73110

**AMERICAN FIDELITY  
ADMINISTRATIVE SERVICES, LLC**

\_\_\_\_\_  
Name: Che Yi  
Title: Chief Administrative Officer  
Date: \_\_\_\_\_

Notice Address:  
American Fidelity  
Administrative Services, LLC  
Attn: Manager  
9000 Cameron Parkway  
Oklahoma City, OK 73114

AND

American Fidelity Assurance Company  
Attn: Law Department  
P.O. Box 25523  
Oklahoma City, OK 73125

## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between **CITY OF MIDWEST CITY** located at 100 N MIDWEST BLVD, MIDWEST CITY, OK, 73110 (hereafter “Covered Entity”) and **AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC**, an Oklahoma limited liability company located at 9000 Cameron Parkway, Oklahoma City, OK 73114 (hereafter “Business Associate”).

**WHEREAS**, Business Associate may have access to, create or receive Protected Health Information, as hereinafter defined, on behalf of the Covered Entity in connection with services to be provided by Business Associate to Covered Entity from time to time; and

**WHEREAS**, Covered Entity wants to satisfy the applicable requirements of the Privacy Rule, Security Rule and Standard Transactions Rule, as those terms are hereinafter defined, by obtaining satisfactory assurances from Business Associate concerning Business Associate’s use, disclosure, requests for, and safeguarding of Protected Health Information, and Business Associate wants to provide such assurances, as more particularly set forth in this Agreement, in order to continue to provide the services; and

**WHEREAS**, Business Associate agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Division A, Title XIII and Division B, Title IV of Public Law 111-5) and implementing regulations (Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations) dealing with the confidentiality, security and standardized transmission of health or health-related information, as applicable to Business Associate;

**NOW THEREFORE**, for and in consideration of the foregoing premises, which are incorporated into and made a part of this Agreement, the parties agree as follows:

**1. EFFECTIVE DATE.** This Agreement shall be effective as of the day and year first written above with respect to the HIPAA Rules and as of the applicable effective dates for such provisions related to the HITECH Act.

### **2. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

#### Specific definitions:

- a) *Breach.* “Breach” means the acquisition, access, use, or disclosure, or possibility of acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule.

- b) *Electronic Health Record*. “Electronic Health Record” shall have the same meaning as set forth in section 13400(5) of Public Law 111-5 and any implementing regulations.
- c) *Designated Record Set*. “Designated Record Set” shall have the same meaning as set forth in 45 CFR § 164.501 and refers to an item, collection, or storing of information that contains protected health information that is used, in whole or in part, to make decisions about individuals, their treatment or billing for services rendered, including medical records and billing records, enrollment, payment, claims adjudication and case or medical management record systems.
- d) *HHS*. “HHS” means the U.S. Department of Health and Human Services.
- e) *HIPAA Rules*. “HIPAA Rules” means the Privacy Rule, Security Rule and Standard Transactions Rule, collectively.
- f) *HITECH Act*. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- g) *Limited Data Set*. “Limited Data Set” shall have the same meaning as set forth in 45 CFR § 164.514(e)(2).
- h) *Privacy Rule*. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as they exist now or as they may be amended.
- i) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, but for purposes of this Agreement shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity.
- j) *Required By Law*. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103. In general, “Required by Law” means a mandate contained in law that compels a person to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- k) *Secretary*. “Secretary” means the Secretary of the U.S. Department of Health and Human Services or his designee.
- l) *Security Incident*. “Security Incident” means the attempted or successful unauthorized access, acquisition, use, disclosure, modification, or destruction of Protected Health Information (whether electronic or non-electronic) or interference with system operations of an information system involving Protected Health Information.
- m) *Security Rule*. “Security Rule” means the Security Standards set forth at 45 CFR Parts 160 and 164, as they exist now or as they may be amended.
- n) *Standard Transactions Rule*. “Standard Transactions Rule” means the Standards for Electronic Transactions set forth at 45 CFR, Parts 160 and 162, as they exist now or as they may be amended.

- o) *Unsecured Protected Health Information*. “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

### **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted by this Agreement.
- b) Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information for any purpose other than as permitted by this Agreement.
- c) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information agrees to the same restrictions and conditions applicable, as set forth in this Agreement, to Business Associate, with respect to Protected Health Information and agrees to implement reasonable and appropriate administrative, technical and physical safeguards to protect the confidentiality and security of Protected Health Information.
- d) Business Associate agrees to make its internal practices (including policies and procedures), books, records, and services relating to the use and disclosure of Protected Health Information and the safeguards established with respect to such information available:
  - 1. to Covered Entity within thirty (30) business days of the date Business Associate receives a request from Covered Entity; and
  - 2. to the Secretary in the time and manner as directed by the Secretary.

Notwithstanding the above, no attorney-client, account-client, or other legal privilege shall be deemed waived by Covered Entity or Business Associate by virtue of this provision.

- e) Business Associate acknowledges that the Privacy Rule requires Covered Entity to provide individuals with a number of privacy rights, including the right to inspect and copy Protected Health Information within the possession or control of Covered Entity and its business associates, the right to amend such Protected Health Information, and the right to obtain an accounting of disclosures of Protected Health Information to third parties for certain purposes. To assist Covered Entity in complying with these requirements, Business Associate agrees to the following:
  - 1. Within ten (10) days of a request by Covered Entity, Business Associate shall, as directed by Covered Entity, either (a) provide a copy of such Protected Health Information as is specified by Covered Entity to Covered Entity or to an individual specified by Covered Entity or (b)

make such Protected Health Information available for inspection and copying by an individual specified by Covered Entity. To the extent that Business Associate uses or maintains an Electronic Health Record with respect to Protected Health Information, Business Associate shall comply with the requirement of this Section to provide a copy of Protected Health Information upon request by providing an electronic copy of such information to Covered Entity, the individual or a third party designated by the individual, as directed by Covered Entity. Business Associate shall maintain a record of any access to Protected Health Information provided under this Section in such form as may be specified by Covered Entity and shall provide a copy of such record to Covered Entity promptly upon request. If any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall notify the individual that the request will be forwarded to Covered Entity and shall promptly forward such request to Covered Entity.

2. Within a reasonable time after a request by Covered Entity, Business Associate agrees to amend or correct Protected Health Information as directed by Covered Entity.
3. Business Associate agrees to record each disclosure made to a third party of Protected Health Information as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, with the exception of disclosures made for any of the following purposes:
  - i. treatment, payment, or Covered Entity's health care operations;
  - ii. in response to a request from the individual who is the subject of the disclosed Protected Health Information or that individual's personal representative;
  - iii. to persons involved in that individual's health care or payment for health care;
  - iv. for national security or intelligence purposes;
  - v. to law enforcement officials or correctional institutions regarding inmates; or
  - vi. that are part of a Limited Data Set.

At a minimum, Business Associate shall track the following information regarding each disclosure:

- i. Date of the disclosure;
- ii. Name of the third party to whom Protected Health Information was disclosed and if known, the address of the third party;
- iii. A brief description of the disclosed information; and
- iv. A brief description of the purpose and basis for disclosure.

Business Associate shall maintain a record of such information for no less than six (6) years from the date of disclosure and shall provide such information to Covered Entity within thirty (30) days of a request by Covered Entity or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with the Privacy Rule.

It is not anticipated that Business Associate will use or maintain Electronic Health Records on behalf of Covered Entity. However, to the extent that Business Associate does use or maintain any Electronic Health Records on behalf of Covered Entity, Business Associate shall maintain such records of its disclosures of Protected Health Information to third parties with respect to such Electronic Health Records as necessary for Covered Entity to comply with section 13405 of Public Law 111-5 and any implementing regulations. Business Associate shall provide such records of disclosure to Covered Entity upon request or, if directed to do so by Covered Entity, shall respond to requests for an accounting of disclosures on behalf of Covered Entity in a manner and timeframe that will allow Covered Entity to comply with applicable law.

- f) Business Associate agrees to implement administrative, physical and technical safeguards and security policies and procedures and documentation standards to protect the confidentiality, integrity and availability of Protected Health Information in compliance with 45 CFR §§ 164.308, 164.310, 164.312 and 164.316 in the same manner as such sections apply to Covered Entity.
- g) Business Associate agrees to report any Security Incident to the Corporate Compliance Department of Covered Entity. Business Associate shall make such report promptly in writing but in no case more than thirty (30) business days after Business Associate learns of a Security Incident. Such report shall include the following:
  - 1. A description of what happened, including the date of the Security Incident and the date of discovery of the Security Incident;
  - 2. A description of the types of Protected Health Information that were involved in the Security Incident (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved) and whether any such information was Unsecured Protected Health Information;
  - 3. Identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified or destroyed during such Security Incident;



4. Business Associate's assessment of whether the Security Incident constitutes a Breach, including Business Associate's reasons for concluding that the Security Incident is, or is not, a Breach. This assessment should address, at minimum, information as to the likelihood of reidentification of the information, the person(s) who acquired the information, whether the PHI was actually acquired or viewed, and the extent to which the risk has been mitigated;
  5. Such other information as Covered Entity may request.
- h) Business Associate agrees to cooperate fully with Covered Entity in investigating any Security Incident and implementing such measures to mitigate any harmful or potentially harmful effects of such Security Incident, as deemed appropriate by Covered Entity in its sole and absolute discretion, including, but not limited to, notifying affected individuals, appropriate authorities and media of the Security Incident, regardless of whether the Security Incident constitutes a Breach and regardless of whether notification is Required by Law, and providing affected individuals with services to protect themselves against identity theft.
  - i) Until such time as the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the Privacy Rule and such guidance becomes effective, Business Associate agrees to limit the use, disclosure or request for Protected Health Information, to the extent practicable, to the Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with 45 CFR § 164.502(b). On and after the effective date of guidance first issued by the Secretary on what constitutes "minimum necessary," Business Associate shall limit the use, disclosure or request for Protected Health Information to the minimum necessary in accordance with such guidance. In the case of the disclosure of Protected Health Information by Business Associate, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure, consistent with performance of the services for which Business Associate has been retained by Covered Entity and any directives or guidelines Covered Entity may specify.
  - j) Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any Protected Health Information; *provided, however,* that this provision shall not prohibit Business Associate from (a) accepting remuneration from Covered Entity in consideration for the services performed by Business Associate for Covered Entity or (b) charging individuals a reasonable, cost-based fee approved by Covered Entity for providing a Copy of Protected Health Information pursuant to Section 3(e)(1) of this Agreement.
  - k) If and to the extent that Business Associate conducts any transaction subject the Standard Transactions Rule for or on behalf of Covered Entity, Business Associate shall comply, and shall require any agent or subcontractor conducting such transaction to comply, with each applicable requirement of the Standard Transactions Rule in the same manner as such requirement applies to Covered

Entity. Business Associate shall not enter into, or permit its agents or subcontractors to enter into, any agreement in connection with the conduct of any transaction for or on behalf of Covered Entity that:

1. changes any definition, data condition, or use of a data element or segment as described in the Standard Transactions Rule (45 CFR § 162.915(a));
  2. adds any data elements or segments to the maximum defined data set as described in the Standard Transactions Rule (45 CFR § 162.915(b));
  3. uses any code or data elements that are either marked “not used” in the Standard Transactions Rule’s implementation specifications or are not in the Standard Transaction Rule’s implementation specifications (45 CFR § 162.915 (c)); and
  4. changes the meaning or intent of any of the Standard Transactions Rule’s implementation specifications (45 CFR § 162.915(d)).
- l) To the extent required by law, Business Associate shall defend, indemnify and hold harmless Covered Entity from and against any penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) to which Covered Entity may become subject insofar as such penalties, attorneys’ fees, costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Security Incident, breach of this Agreement or any unauthorized use or disclosure of Protected Health Information by Business Associate and/or agents or subcontractors acting or accessing PHI on behalf of Business Associate.
- m) Business Associate agrees to execute an appropriate Business Associate Agreement with any agent, subcontractor, or other such party accessing Protected Health Information on behalf of Business Associate.

#### **4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform any written agreement for services between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to the extent necessary for Business Associate’s proper management and administration, or to carry out Business Associate’s legal responsibilities if:
1. The disclosure is Required by Law; or
  2. Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate

shall disclose such Protected Health Information that such person or organization shall:

- i. hold such Protected Health Information in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
  - ii. notify Business Associate, who shall in turn promptly notify the Corporate Compliance Department of the Covered Entity, of any instance which the person or organization becomes aware of in which the confidentiality of such Protected Health Information was breached.
- c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

## **5. OBLIGATIONS OF COVERED ENTITY**

- a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- b) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information requested by an individual to which Covered Entity has agreed in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **6. TERM AND TERMINATION**

- a) *Term.* This Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible or permitted by law to return or destroy Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach within such reasonable time period specified by Covered Entity (not less than thirty (30) days) after Covered Entity notifies Business Associate in writing of the breach; or
2. Immediately terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Covered Entity's remedies under this Section shall be cumulative and the exercise of any remedy shall not preclude the exercise of any other. Before exercising any of these options, Covered Entity shall provide reasonable written notice to Business Associate describing the violation and the action it intends to take.

c) *Effect of Termination.*

1. Except as provided in paragraph 2 herein below, upon termination of this Agreement for any reason, upon direction of Covered Entity, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of agents or subcontractors of Business Associate. Business Associate shall retain no copies of Protected Health Information, unless Required by Law.
2. In the event Business Associate reasonably determines that returning or destroying Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

## **7. MISCELLANEOUS**

- a) *Regulatory References.* All references to the HIPAA Rules codified in 45 CFR shall mean the referenced sections as in effect or as amended by the HITECH Act and as may be further amended by law or regulation.
- b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with

the requirements of the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, and any other applicable law.

- c) *HITECH Act Compliance.* The parties acknowledge that the HITECH Act includes several provisions impacting the health care industry, including significant changes to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules and many of these changes will be clarified in forthcoming regulations. Each party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder and agree to take such action to modify this Amendment as reasonably necessary to comply with the HITECH Act and its implementing regulations, guidance, and interpretations as they become effective.
- d) *Audit.* Covered Entity may, at any time upon reasonable prior notice, examine the use, disclosure and maintenance of Protected Health Information by Business Associate and Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors, including the safeguards employed to protect the confidentiality of Protected Health Information. Business Associate shall cooperate fully in any such examination and shall require Business Associate's employees, officers, directors, agents, auditors, attorneys and independent contractors to cooperate fully.
- e) *Ownership of Information.* As between Covered Entity and Business Associate, Covered Entity shall retain all right, title and interest in and to all Protected Health Information. Subject to the terms and conditions of this Agreement, Covered Entity grants Business Associate a limited, non-exclusive and non-transferable license to use Protected Health Information as necessary to perform the services specified in the written agreement(s) for services between Covered Entity and Business Associate.
- f) *Expenses.* Business Associate's compliance with this Agreement, including without limitation, providing access to Protected Health Information; accounting for disclosures of Protected Health Information; correction or amendment of Protected Health Information; cooperation with the implementation of mitigating measures deemed appropriate by Covered Entity following a Security Incident; the return or destruction of Protected Health Information; and cooperation with any examination of the use, disclosure or maintenance of Protected Health Information by Business Associate, shall be at Business Associate's sole expense.
- g) *Irreparable Harm.* Business Associate acknowledges and agrees that any use, disclosure or maintenance of any Protected Health Information in a manner inconsistent with this Agreement may give rise to irreparable injury to Covered Entity for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Covered Entity shall be entitled to equitable or injunctive relief against the

unauthorized use or disclosure of Protected Health Information or failure to maintain the security of Protected Health Information as required by this Agreement.

- h) *Severability.* To the greatest extent possible, each provision under this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement is found to be invalid, it shall be to that extent deemed omitted, and the balance of the Agreement shall remain enforceable.
- i) *Survival.* The rights and obligations of the parties under Section 3(l) and Section 6(c) (“Effect of Termination”) of this Agreement shall survive the termination of this Agreement.
- j) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, the Standard Transactions Rule, the Health Insurance Portability and Accountability Act of 1996, the HITECH Act and any other applicable law.
- k) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- l) *No Agency Relationship.* Nothing express or implied in this Agreement is intended to establish, nor shall anything establish, an agency relationship between the Covered Entity and Business Associate, and their respective successors or assigns.
- m) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the use and disclosure of Protected Health Information. There are no understandings or agreements relating to the use and disclosure of Protected Health Information which are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement shall be valid unless executed in writing by the party to whom such change, waiver or discharge is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

**AGREED:**

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**

**CITY OF MIDWEST CITY**

**AMERICAN FIDELITY  
ADMINISTRATIVE SERVICES, LLC**

Address:

Address:

P.O. Box 25523  
Oklahoma City, OK 73114

100 N Midwest Blvd  
Midwest City, OK 73110

\_\_\_\_\_  
Name: Mary Nash  
Title: Chief Operations Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_



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

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

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

**Date:** June 23, 2020

**Subject:** Discussion and consideration of appointing a replacement for the unexpired term of Stan Greil on the Midwest City Planning Commission.

On May 25, 2020, Stan Greil submitted a letter of resignation from the Planning Commission effective August 1, 2020. Mr. Greil was appointed to the Commission as the Ward 5 representative on July 25, 2000 and elected Chairperson on July 5, 2017.

Chairperson Greil is a longtime Midwest City resident and a recent retiree from Rose State College. His knowledge and expertise regarding land use and development and his steadfast dedication to the City of Midwest City, most specifically the Planning Commission will be greatly missed.

As mentioned, Chairperson Greil's resignation is effective August 1, 2020. The section of the Zoning Ordinance detailing the duties of the Planning Commission is attached.

Action is at the discretion of the City Council.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP  
Community Development Director

KG





## 6.2. Planning Commission

### 6.2.1. Creation of Planning Commission

There is hereby created a Planning Commission of the City of Midwest City.

### 6.2.2. Membership

(A) *Number of members and residency*

The Planning Commission shall be composed of seven (7) members, all of whom shall be residents of Midwest City.

(B) *Nomination and conformation*

Members shall be nominated by the mayor and confirmed by the City Council.

(C) *Ward representation*

At least one member shall be appointed for each ward.

(D) *Merit and service*

The members of the Planning Commission shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided.

### 6.2.3. Term of Members

(A) *Term*

Each appointed member shall hold office for a period of three (3) years or until their successor takes office.

(B) *Removal of a member*

Members may be removed by the City Council only for inefficiency, neglect of duty, or malfeasance in office.

(C) *Absences*

Absences from meetings by commission members shall be governed by Section [2-28 of the Municipal Code](#).

(D) *Vacancies*

Vacancies occurring otherwise than through the expiration of terms shall be filled only for the unexpired term by the mayor with confirmation by the City Council.

### 6.2.4. Officers of Commission

(A) *Chairperson election*

The Planning Commission shall elect a chairperson and create and fill other offices as it deems necessary.

(B) *Chairperson term*

The term of chairperson shall be for one (1) year.



### 6.2.5. Organization and Rules

(A) *Regular meeting*

The commission shall hold at least one regular meeting each month, unless no business is scheduled.

(B) *Adoption of rules and records*

It shall adopt rules for transaction of business and shall keep a public record of its resolutions, transactions, findings and determinations.

### 6.2.6. Quorum

(A) *Quorum number*

Four (4) members of the Planning Commission shall constitute a quorum for the transaction of business.

(B) *Recommendation from the Quorum*

The Planning Commission must make a recommendation on any issue they are asked to review before it can be sent to the City Council. For a recommendation to be made to the City Council it must be agreed upon by a majority of the Planning Commission present at the meeting. With tie votes, statements of recommendation for each side may be forwarded to the City Council.

### 6.2.7. Staff and Financing

(A) *Recommendation of employees*

The Planning Commission may recommend such employees as it deems necessary for its work. Their appointment, promotion, demotion, and removal shall be the responsibility of the city manager.

(B) *Recommendation of support services*

The commission may also recommend to the City Council the employment of city planners, engineers, architects, and consultants for such other services as it may require.

(C) *Financing*

The City Council shall provide funds for the salaries of employees and the expenses of the commission in the same manner as for other functions of the city government.

### 6.2.8. General Advisory Duties of Commission

(A) *Recommend programs*

The commission shall, from time to time, recommend to the appropriate public officials, programs for public structures and improvements and for the financing thereof.

(B) *Consult with and advise public officials and agencies*

It shall be part of its duties to consult with and advise public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens with relation to protecting or carrying out of the plan. All public officials shall, upon request, furnish the commission within a reasonable time such available information as it may require for its work.



**6.2.9. Role of Review and Recommendation to the City Council**

The Planning Commission shall be responsible for reviewing and making recommendations on the following applications to the City Council:

Table 6.2-1: Applications the Planning Commission Reviews and Recommends Actions to the City Council
Zoning map amendment (rezoning)
Zoning text amendment
PUD application
SPUD application
Site Plan for a rezoning ( <a href="#">7.2 Zoning Amendments</a> (Page <a href="#">171</a> )) and a residential cluster development ( <a href="#">5.18 Residential Cluster Development Option</a> (Page <a href="#">145</a> )), with the exception of site plans submitted at the time of building permit application
Special Use Permit
Comprehensive Plan adoption or amendment

**6.2.10. Commission May Enter Land**

The commission, its members, officers and employees, in the performance of their functions, may enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon.

**6.2.11. Creation of a Comprehensive Plan**

The Planning Commission shall have the power and the duty to make and recommend to the City Council for adoption a [comprehensive plan](#) for the physical development of the city, including any areas outside its boundaries which, in the judgment of the commission, bear relation to the planning of the city.

**(A) *Purposes of plan***

The plan shall be made with the general purpose of guiding and accomplishing coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote the health, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provisions for traffic, the promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, and wise and efficient expenditure of public funds.

**(B) *Studies in preparing plan***

In the preparation of such plan, the commission shall make careful and comprehensive surveys and studies of present conditions and future growth of the city, with due regard to its relation to neighborhood territory.

**(C) *Contents of plan***

The [comprehensive plan](#) with the accompanying maps, plats, charts and descriptive matter shall show the recommendations of the commission for the development of the city.



***(D) Adoption of plan***

- (1) City Council adoption.  
The City Council may adopt the plan as a whole by a single resolution or may, by successive resolutions, adopt successive parts of the plan, such parts corresponding with major geographic sections or divisions of the city, or with functional subdivisions of the subject matter of the plan, and may adopt any amendment or extension thereof or addition thereto.
- (2) Planning Commission public hearing.  
Before the Planning Commission recommends to the City Council the adoption of the plan or any such part, amendment, extension or addition, the Planning Commission shall hold at least one public hearing thereon, notice of the time and place of which shall be given by one publication in a newspaper of general circulation in the city.
- (3) Adoption by resolution.  
The adoption of the plan or of any part or amendment or extension or addition shall be by resolution of the City Council carried by the affirmative votes of a majority of the City Council. The resolution shall refer expressly to the maps and descriptive and other matter intended by the commission to form the whole or part of the plan, and the action taken shall be recorded on the map plan and descriptive matter by the identifying signature of the chairman of the commission.
- (4) Approval.  
An attested copy of the plan or part thereof shall be certified to the City Council for the approval of the City Council.

**6.2.12. Publishing and Amendments of Comprehensive Plan**

The Planning Commission may recommend to the City Council from time to time adopting and publishing a part or parts thereof, any such part to cover one or more major sections or divisions of the city or one or more of the aforesaid or other functional matters to be included in the plan. Amendments to any portion of the [comprehensive plan](#) may be reviewed by the Planning Commission on a monthly basis.

***(A) Plan amendments with a zoning request***

Requests for amendments to the [comprehensive plan](#) which are submitted with a rezoning request shall follow the requirements as set forth in [7.2 Zoning Amendments](#) (Page [171](#)), of this Ordinance, except that no site plan is required unless required by [7.5.1. Site Plan Requirements](#) (Page [183](#)) of this Ordinance.

***(B) Plan amendments without a zoning request***

Requests for amendments to the [comprehensive plan](#) which are not submitted with a rezoning request shall be made in writing by the property owner(s) or by the property owners designated representative, as evident by written authority, to the community development department. Such request shall include a certified list of the names, addresses, and legal description of the property owned by all property owners within a three hundred (300) foot radius of the exterior boundaries of the area requested to be amended. Also, such request shall follow the requirements as set forth in [7.1 Universal Procedures](#) (Page [163](#)).



### 6.2.13. Procedure for Approval of Public Projects

**(A) Submission and approval of public projects**

Whenever the City Council shall have adopted the [comprehensive plan](#) of the city or of one or more major sections or districts thereof, no street, square, park or other public way, ground or open space, or public building or structure, or other governmental enterprise shall be constructed or authorized in the city, or in such planned section and district until the location, character, or extent thereof shall have been submitted to and approved by the commission.

**(B) Disapproval of a public project**

In case of disapproval, the commission shall communicate its reason to the City Council, which shall have the power to overrule such disapproval by a recorded vote of a majority of its membership.

### 6.2.14. Land Subdivision Regulations

**(A) Preparation and recommendation of subdivision regulations**

The Planning Commission may prepare and recommend to the City Council for adoption rules and regulations governing the subdivision of land within the corporate limits of the city.

**(B) Planning Commission recommendation required**

All plans, plats or replats of land laid out in two (2) or more lots, plats or parcels, or streets, alleys or other ways intended to be dedicated to public use within the corporate limits of the city shall first be submitted to the Planning Commission for its recommendations.

**(C) Compliance**

The Planning Commission shall, with the help of appropriate municipal officials, check the proposed dedication or subdivision of land to ensure compliance with the rules and regulations governing subdivision of land and with other elements of the [comprehensive plan](#) for the city.

**(D) Disapproval**

The disapproval of any such plan, plat or replat by the City Council shall be deemed a refusal of the dedication shown thereon.

**(E) Recordation**

No plat or replat of any subdivision of land or dedication of streets or alleys or other easements shall be entitled to be recorded unless it bears the signature of the mayor, attested by the city clerk, certifying the approval and acceptance thereof by the city clerk.

### 6.2.15. Zoning Commission

The Planning Commission shall also act as the zoning commission, which shall have the power to prepare and to recommend to the City Council for adoption a zoning plan to regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, the location and use of buildings, structures and land for trade, industry, residences, and other purposes.

### 6.2.16. Uniformity of Zoning Regulations

The Planning Commission may recommend the division of the city into districts of such number, size and area as may be deemed best suited to carry out the zoning plan. All such regulations shall be uniform for each class or kind of buildings throughout each district, but the regulation in one district may differ from those in other districts.



### 6.2.17. Relationship of Zoning to Comprehensive Plan

**(A) Zoning regulations in accordance with comprehensive plan**

Zoning regulations shall be made in accordance with a [comprehensive plan](#) and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements.

**(B) Other considerations**

Zoning regulations shall be made with reasonable consideration, among other things, as to the character of the district and its suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.



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 23, 2020

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.

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Appropriate information will be available.

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



FURTHER INFORMATION





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

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: June 23rd, 2020

Subject: Monthly Residential and Commercial Building report for May 2020

Commercial Remodels are up from last month. We have also seen an increase in Accessory permits, which include Accessory Building, Swimming Pools, and Storm Shelters. While Commercial Inspections have been down due to COVID-19, Residential Inspections have held steady.

Billy Harless, AICP  
Community Development Director

BH:ad

*Midwest City Building Report*  
**BUILDING REPORT MAY 2020**

9	INDIVIDUAL RESIDENCES	\$	1,296,750.00
	DUPLEXES		
	APARTMENTS REMODEL/NEW		
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS (STUDENT HOUSING)		
	PRIVATE GARAGES		
2	RESIDENTIAL REPAIR & EXPANSION	\$	110,000.00
7	FENCES	\$	17,585.00
5	SWIMMING POOLS/HOT TUBS	\$	167,500.00
8	CARPORTS	\$	24,432.00
4	PATIO COVER	\$	3,150.00
	PERSONAL STORAGE UNIT		
12	ACCESSORY BLDG.	\$	101,850.00
12	STORM SHELTER	\$	43,485.00
	DEMOLITION	\$	1,000.00
17	DRIVEWAY		
	HOUSE RELOCATE ( MOVE IN) / HOUSE MOVING (OUT)		
	RETAINING WALL		
8	ROOF	\$	66,978.00
	<b>TOTAL VALUE OF RESIDENTIAL</b>		<b><u>\$1,832,730.00</u></b>
	<b>INDUSTRIAL AND COMMERCIAL:</b>		
	NEW BUSINESS STRUCTURES		
4	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$	778,500.00
	ACCESSORY BLDG.		
1	SMALL WIRELESS FACILITIES		
6	SIGNS	\$	32,900.00
	DEMOLITION		
	TENANT FINISH		
	POOLS		
	CANOPY/COVERED PARKING/PATIO COVER		
	FENCE		
	TENTS/ SEASONAL BUILDINGS/ REVOCABLE		
	DRIVE WAY/ PARKING LOT		
	RETAINING WALL		
	ROOF	\$	80,000.00
	<b>TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS</b>		<b><u>891,400.00</u></b>
	<b>PUBLIC AND SEMI PUBLIC</b>		
	NEW SCHOOL STRUCTURES		
	SCHOOL STRUCTURE REPAIR/ EXPANDED		
	SCHOOL STRUCTURE MOVED IN		
	SIGNS		
	NEW CHURCH		
	NEW CHURCHES ( REMODEL EXISTING SPACE)		
	ACCESSORY BLDG.		
	HOTEL NEW OR <b>REMODEL</b>		
	CHURCH REPAIR/ EXPANDED		
	NEW HOSPITAL STRUCTURE		
	HOSPITAL STRUCTURE REPAIR/ EXPANDED		
	CITY PROPERTY REPAIR		
	CITY PROPERTY NEW		
	DEMOLITIONS		
	DRIVE WAY PARKING LOT		
	ROOF		
	<b>TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS</b>		<b><u>\$0.00</u></b>
	<b>GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED</b>		<b><u>\$2,724,130.00</u></b>

**NEW SINGLE RESIDENTIAL BUILDING PERMITS**

May-2020

ADDRESS	BUILDER/CONTRACTOR	PERMIT#		VALUE
10333 SE 24TH ST	HOME CREATIONS INC	20	851	\$117,000.00
10337 SE 24TH ST	HOME CREATIONS INC	20	736	\$118,000.00
10341 SE 24TH ST	HOME CREATIONS INC	20	717	\$122,000.00
10348 SE 24TH ST	HOME CREATIONS INC	20	724	\$168,000.00
10524 SE 23RD ST	HOME CREATIONS INC	20	725	\$126,000.00
12511 FORESTTER	MIDLAND CONSTRUCTION LLC	20	788	\$195,000.00
12520 NATIVE HILL DR	IDEAL HOMES	20	839	\$99,000.00
2400 CEDAR ELM PL	IDEAL HOMES	20	716	\$141,000.00
501 BUCKBOARD LN	MEADOWS, MICHAEL & MISTY	20	614	\$210,750.00

**NEW DUPLEX RESIDENTIAL BUILDING PERMITS**

ADDRESS BUILDER/CONTRACTOR PERMIT# VALUE

**DEMOLITION or MOVE**

ADDRESS	CONTRACTOR	PERMIT#		VALUE
1805 N POPLAR LN	JK & M DIRT SERVICES	20	705	\$1,000.00

**REPLACE EXISTING ROOF**

ADDRESS	CONTRACTOR	PERMIT#		VALUE
203 OAKTREE LN	PARKER BROTHERS (ESCROW)	20	774	\$8,800.00
213 ROSELAWN AVE	ECLIPSE ROOFING & CONSTRUCTION	20	958	\$8,000.00
5808 SE 8TH ST	PARKER BROTHERS (ESCROW)	20	767	\$7,000.00
600 E FROLICH DR	YATES ROOFING	20	942	\$15,622.00
771 GLENHAVEN VILLAS CT	HOTELLA CONSTRUCTION	20	950	\$10,000.00
812 GENERAL SENTER DR	FIRELINE ROOFING AND RESTORATI	20	880	\$7,456.00
9604 NE 11TH ST	THE CREW ROOFING	20	917	\$4,500.00
9723 NE 3RD ST	RC ROOFING LLC	20	881	\$5,600.00

**BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**

May-2020

<b>ADDRESS</b>	<b>NAME OF BUSINESS</b>	<b>APPLICANT</b>	<b>PERMIT #</b>	
5800 WILL ROGERS RD	REED CENTER	REED CENTER	19	1996
2150 S DOUGLAS BLVD HI	EYE CARE SPECIALISTS OF OKLAHOMA	JARED JACKSON	20	120
112 N DOUGLAS BLVD	DFG AUTO LLC OBA THUNDER CITY MOTORS	DAX CLARK	20	845
224 S SOONER RD	CALI BUZZ BUDS LLC	JASON HERRERA	20	906
2350 S MIDWEST BLVD 5	OKLAHOMA EMBROIDERY & LOGO	DENISE BROWN	20	765
2839 S DOUGLAS BLVD 101	DOUGLAS DONUTS	HYOUNG BYUN	20	766
2839 S DOUGLAS BLVD 104	PRETTY PIGGYS BOUTIQUE	MELISA PARKER	20	927
6308 E RENO AVE	FIREHOUSE FARMS	GRAIL D PENDARVIS	20	911
7201 E RENO AVE A	M & L PHARMACY	RANDY & LISA MARTIN & LON LANGLE	20	897
8937 NE 10TH ST	CPT. FRIDAY SOULFOOD /SEAFOOD/BAR	STEVEN FRIDAY	20	776
9113 NE 23RD ST	MOBILE MARIJUANA/GALAXY 420	KYLE KELLEY	20	874
9205 NE 23RD ST SUITE 8	COUSINS CANNABIS	FLOYD SIMON III	20	759
9205 NE 23RD ST SUITE 9	COUSINS DISCOUNT LIQUOR	FLOYD SIMON III	20	778
9213 NE10THST	HOME AWAY FROM HOME ADUL DAY	KIMBERLY RICHARDSON	20	907
9826 NE 23RD ST	MOBILE MARIJUANA	KYLE KELLEY /JENNIFER BROW	20	801

**INDUSTRIAL & COMMERCIAL BUILDINGS NEW**

May-2020

**ADDRESS                                      DESCRIPTION                                      EST. COST                                      CONTRACTOR OR OWNER                                      PERMIT#**

**REPAIR/ REMODEL/ADD ON**

**ADDRESS                                      DESCRIPTION                                      EST. COST                                      CONTRACTOR OR OWNER                                      PERMIT#**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT#
1279 NAIR DEPOT BLVD	REMODEL GROW MED MARJ		CANNABULL CULTIVATION	20 113
300 NAIR DEPOT BLVD	ALTERATION TO CELL TOWER		VERIZON WIRELESS	20 811
5750 WILL ROGERS RD	POOL, & FITNESS AREA		CMS WILLOWBROOK	20 898
9013 E RENO AVE	ALTERATION TO CELL TOWER		USCOC	20 663

**TENANT FINISH OR WHITE BOX**

**ADDRESS                                      DESCRIPTION                                      EST. COST                                      CONTRACTOR OR OWNER                                      PERMIT#**

**DEMOLITION**

**ADDRESS                                      VALUE**

**REPLACE EXISTING ROOF**

**ADDRESS                                      VALUE                                      CONTRACTOR                                      PERMIT#**

6807 SE 15TH ST	REPLACE ROOF	\$80,000.00	HORIZON ROOFING & CONSTRUCT!	20 804
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PUBLIC & SEMI PUBLIC BUILDINGS

No Permit requests were made.

May-2020

NEW

NEW	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #
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SEMI PUBLI BUILDING

No Permit requests were made.

REMODEL/ADD ON

REPAIR/ REMODEL	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #
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REPLACE EXISTING ROOF

No Permit requests were made.

ADDRESS	DESCRIPTION	VALUE	CONTRACTOR	PERMIT#
---------	-------------	-------	------------	---------



**LOCATION/ DESCRIPTION OF APPLICATION**

**NAME OF APPLICANT OR OWNER**

**PC# or BA#**

NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road and 527 and 531 Saint Paul Avenue.	Jim Campbell	PC-2042
---	--------------	---------

**STORM WATER QUALITY PERMITS**

May-2020

<b>DATE</b>	<b>LOCATION/ DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT#</b>
<u>05/20/2020</u>	<u>12500</u> S DOUGLAS BLVD	STATUS ONE	<u>120-900</u>

**LAND DISTURBANCE PERMIT**

<b>DATE</b>	<b>LOCATION/ DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT#</b>
05/20/2020	805 N POPLAR LN	K & M DIRT SERVICES	20-705

**TOTAL RESIDENTIAL PERMITS 2018**

<b>MONTH</b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	7	\$ 1,477,000.00
FEBRUARY	5	\$ 652,000.00
MARCH	23	\$3,441,025.00
APRIL	26	\$ 1,909,858.00
MAY	32	\$ 3,858,300.00
JUNE	30	\$ 4,186,100.00
JULY	7	\$ 709,400.00
AUGUST	12	\$ 1,847,800.00
SEPTEMBER	16	\$ 2,785,440.00
OCTOBER	8	\$ 1,018,500.00
NOVEMBER	10	\$ 1,200,000.00
DECEMBER	19	\$ 3,328,100.00
<b>TOTAL</b>	<b>195</b>	<b>\$ 26,413,523.00</b>

14 RESD \$1,851,250.00  
 11- 6 PLEX W/ Common \$58,608.00

**TOTAL RESIDENTIAL PERMITS 2019**

<b>MONTH</b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	2	\$ 235,000.00
FEBRUARY	11	\$ 1,911,500.00
MARCH	16	\$ 2,472,200.00
APRIL	22	\$ 3,225,000.00
MAY	12	\$ 1,678,500.00
JUNE	25	\$ 3,070,400.00
JULY	13	\$ 1,838,200.00
AUGUST	12	\$ 2,189,900.00
SEPTEMBER	7	\$ 1,236,857.00
OCTOBER	15	\$ 1,809,000.00
NOVEMBER	4	\$ 490,500.00
DECEMBER	12	\$ 1,831,500.00
<b>TOTAL</b>	<b>151</b>	<b>\$ 21,988,557.00</b>

11 Single Family Homes \$1,678,500.00  
 1 RSC Student Housing \$4,247,440.00

**TOTAL RESIDENTIAL PERMITS 2020**

<b>MONTH</b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	12	\$ 1,684,000.00
FEBRUARY	7	\$ 3,268,500.00
MARCH	15	\$ 2,158,000.00
APRIL	12	\$ 2,339,000.00
MAY	9	\$ 1,296,750.00

**TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF****TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 4,210,600.00
FEBRUARY	3	\$ 21,170,300.00
MARCH	1	\$ 35,000.00
APRIL	2	\$ 115,000.00
MAY	1	\$ 475,000.00
JUNE	0	\$
JULY	2	\$ 2,500,000.00
AUGUST	1	\$ 1,699,000.00
SEPTEMBER	6	\$ 4,075,000.00
OCTOBER	0	comm
OCTOBER	5	\$ 18,775,000.00 school
NOVEMBER	3	\$ 682,500.00 COMM
NOVEMBER		\$ 11,615,772.00 SCHOOL
DECEMBER	0	
DECEMBER	0	
<b>TOTAL</b>	<b>27</b>	<b>\$ 65,353,172.00</b>

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 180,000.00
FEBRUARY	3	\$ 230,000.00
MARCH	7	\$ 422,200.00
APRIL	3	\$ 618,391.00
MAY	2	\$ 49,615.00
JUNE	5	\$ 196,500.00
JULY	5	\$ 1,042,452.00
AUGUST	-5	\$ 267,000.00
SEPTEMBER	4	\$ 151,200.00
OCTOBER	6	\$ 481,000.00 comm
OCTOBER	2	\$ 820,000.00 school
NOVEMBER	4	\$ 123,382.00 COMM
NOVEMBER	3	\$ 746,455.00 SCHOOL
DECEMBER	2	\$ 6,800.00 COMM
DECEMBER	1	\$ 40,000.00 SCHOOL
<b>TOTAL</b>	<b>53</b>	<b>\$ 5,374,995.00</b>

**TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF****TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	6	\$ 2,505,000.00 Comm
JANUARY	1	\$ 1,540,000.00 Church
FEBRUARY	2	\$ 3,025,000.00
FEBRUARY	0	
MARCH	4	\$ 1,863,500.00
APRIL	0	
MAY	0	
JUNE	2	\$ 115,000.00
JULY	2	\$ 467,000.00
AUGUST	2	\$ 1,540,000.00 add /new jLi- "L were rpto on shell
AUGUST	3	\$ 20,000.00
SEPTEMBER	1	\$ 500,000.00
OCTOBER	3	\$ 635,000.00
NOVEMBER	0	
DECEMBER	1	\$ 2,400,000.00 Animal Services
<b>TOTAL</b>	<b>27</b>	<b>\$ 14,610,500.00</b>

MONTH	NO	ESTIMATED COST
JANUARY	4	\$292,000.00 Comm
JANUARY	1	\$3,000,000.00 School
FEBRUARY	8	\$22,365.00
FEBRUARY	1	\$45,000.00 SCHOOL
MARCH	3	\$6,300.00
APRIL	6	\$359,383.00
MAY	6	\$755,500.00
JUNE	4	\$1,025,000.00
JULY	4	\$563,150.00
AUGUST	2	\$163,000.00
AUGUST	1	\$4,700,000.00 School
SEPTEMBER	3	\$59,000.00
OCTOBER	5	\$1,049,900.00
NOVEMBER	3	\$16,050.00
DECEMBER	5	\$84,100.00
<b>TOTAL</b>	<b>56</b>	<b>\$12,140,748.00</b>

**TOTAL COMMERCIAL PERMIT-2020 NEW/ADD ON/TF****TOTAL COMMERCIAL PERMIT-2020 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	2	\$ 2,425,000.00
FEBRUARY	0	
MARCH	1	\$ 250,000.00
APRIL	0	
MAY	0	

MONTH	NO	ESTIMATED COST
JANUARY	10	\$439,000.00
FEBRUARY	6	\$2,576,671.00
MARCH	4	\$1,111,406.00
APRIL	3	\$118,000.00
MAY	4	\$778,500.00

May-2020

BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	23	120
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	8	52
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	16	69
NUMBER OF MISC BUILDING INSPECTIONS:	5	21
NUMBER OF ENGINEERING SITE INSPECTIONS:	11	54
NUMBER OF STORM SHELTER INSPECTIONS:	9	38
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:	1	4
NUMBER OF PENALTIES:	38	144
TOTAL NUMBER OF INSPECTIONS: all inspectors	649	3,463

Notice of regular Midwest City Planning Commission meetings in 2020 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2019 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

## MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

**June 2, 2020 - 7:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 2, 2020 at 7:00 p.m., with the following members present:

Commissioners present: Dean Hinton  
Jess Huskey  
Jim Smith  
Jim Campbell

Commissioners absent: Stan Greil  
Russell Smith  
Dee Collins

Staff present: Billy Harless, Community Development Director  
Kellie Gilles, Current Planning Manager  
Brandon Bundy, City Engineer  
Sarah Steward, Associate Current Planner

The meeting was called to order by Commissioner Hinton at 7:02 p.m.

**A. CALL TO ORDER –**

**B. MINUTES**

1. Motion was made by Huskey, seconded by J. Smith, to approve the minutes of the May 5, 2020 Planning Commission meeting as presented. Voting aye: Hinton, Huskey, J. Smith and Campbell. Nay: none. Motion carried.

**C. NEW MATTERS:**

1. **(PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard.**

Staff presented a brief overview of this item. Applicant David Box, 522 Colcord Dr., OKC, was present on behalf of owner Hunter Grace, LLC. There was general discussion about the item. A motion was made by Campbell, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Huskey, J. Smith and Campbell. Voting nay: none. Motion carried.

**2. (PC-2044) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages Permitted in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 4 T11N, R2W, located at 6007 SE 15<sup>th</sup> Street.**

Staff presented a brief overview of this item. The applicant, Dave Zimmer of 3510 24<sup>th</sup> Ave. NW, Norman, OK, was present. There was general discussion about the item. A motion was made by Huskey, seconded by J. Smith, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Huskey, J. Smith, Campbell. Voting nay: none. Motion carried.

**D. COMMISSION DISCUSSION:** General Discussion.

**E. PUBLIC DISCUSSION:** None.

**F. FURTHER INFORMATION:** None.

There being no further matters before the Commission, motion to adjourn was made by Huskey, seconded by Campbell. Voting aye: Hinton, Huskey, J. Smith, Campbell. Voting nay: none. Motion carried.

The meeting adjourned at 7:16 p.m.

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(KG)



*The City Of Midwest City*  
*Neighborhood Services Department*  
*Neighborhoods In Action • Code Enforcement • Neighborhood Initiative*

MEMO

To: Honorable Mayor and Council  
From: Mike S. Stroh, Neighborhood Services Director  
Date: June 23, 2020  
Subject: Review of the monthly Neighborhood Services report for May 2020.

In May 2020, the Code Enforcement Division had seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 471 new cases, cleared 1,159 cases, contracted 108 properties, and wrote 30 new citations. This makes 5,238 cases for the year and we currently have 1,129 open cases.

Here is a breakdown of all the violations worked for the month.

	May 2019	Total 2019	May 2020	Total 2020
Other Nuisance	136	652	44	1,351
Rubbish	83	409	66	579
Structures	78	526	33	1,348
Tall Grass & Weeds	419	679	212	628
Trash & Debris	147	735	75	1,024
Vehicles	51	276	41	307

This shows a comparison between 2019 and 2020 of the total cases worked by each ward.

	May 2019	Total 2019	May 2020	Total 2020
Ward 1	165	1,002	95	2,340
Ward 2	185	528	99	435
Ward 3	214	732	46	1,433
Ward 4	82	262	72	210
Ward 5	177	619	91	589
Ward 6	100	314	67	208



For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types; Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



**Public Works Administration**

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

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**

[pmeneffee@midwestcityok.org](mailto:pmeneffee@midwestcityok.org)

(405) 739-1062

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

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: 23 June 2020

Subject: Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge; Section 43-227, Annual Review of User Charge Rates; Section 43-230, Capital Improvement Charges; Establishing an Effective Date; and Providing for Repealer and Severability.

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As required under Section 43-227 of the Midwest City Code of Ordinances, sewer user rates are reviewed at least annually and must be adjusted as necessary to reflect increases or decreases in wastewater treatment costs based on the preceding years' experience. During the budget process, it was determined that rates have not been adjusted in over five years and need to be increased to address a significant recurring budget deficit.

It is also the recommendation of staff to include language in chapter 43 to adjust annually on May 1<sup>st</sup> the sewer rates by the same percentage as the Consumer Price Index (CPI), U.S. City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics.

Action is at the discretion of the Mayor and Council.

R. Paul Streets  
Public Works Director

Attached: Recommendation Memo to CMO  
Midwest City Ordinance Chapter 43



**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)

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**Public Works City Engineer**

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

TO: Tim Lyon, City Manager  
Vaughn Sullivan, Assistant City Manager

FROM: R. Paul Streets, Public Works Director

DATE: 23 June 2020

SUBJECT: Review of the recommendations for new sewer rates.

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I was asked to put together a recommendation for a Sewer rate adjustment. In preparation for this task, I engaged the WRRF (Water Resources Recovery Facility) Supervisor, Line Maintenance Supervisor, City Clerk, Customer Service Supervisor, and Finance Director in multiple discussions. Several things were noted during these meetings that have influenced the recommendations for an appropriate rate adjustment. In order to provide context for this decision and to lay out a clear strategy for developing an equitable as well as sustainable sewer rate adjustment, pertinent findings or observations are listed below:

- Wastewater Line Maintenance and the WRRF (fund 192) have been underfunded by at least \$1,000,000 annually the last several years.
  - EXAMPLE...Original budget request FY 20-21 = \$6,853,782 (reflects capital cuts)  
Projected Revenue FY 20-21 = \$5,551,025  
SHORTFALL TOTAL = \$1,302,757
- Over \$10,000,000 has been cut from the Wastewater budget (fund 192) over the last 7 years in order to get closer to balancing expenditures with forecasted revenue.
- A Sewer Master Plan must be done to determine what areas of the system need to be upgraded or improved for future development and to provide uninterrupted sustainable services.
- The current sewer rates are not equitable when compared to some surrounding communities.
- The “Strothman” or capital outlay account (fund 188) needs additional, dedicated funding starting in 2025 when the \$0.90 per thousand loan payback finishes up.
- Revenue for fund 192 should be balanced between usage and base rates, which is a more sustainable rate structure.

Based on the information above, we recommend the following:

- Recommend adjusting only the base rate in order to balance the revenue between the base rate and per 1000 gallons.
- Recommend adjusting the sewer rates over the next five years to target a revenue threshold of at least \$8,000,000 after FY 2024-25.
- Recommend adjusting the CIP fee beginning in FY 20-21 to \$0.50 per thousand gallons.
- Recommend adjusting the Sewer Rates annually after 2025 based on the Utility Price Index.

**BASE RATE SEWER (ALL USERS)**

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Budget Year	Total Cust.	Base Rate that includes first 2000 gallon	Projected Revenue	Minimum Monthly Sewer Charge
19-20	20,345	\$7.76	\$1,894,526.40	\$10.56
20-21	20,345	\$13.20	\$3,222,648.00	\$16.00
21-22	20,345	\$14.20	\$3,466,788.00	\$17.00
22-23	20,345	\$15.20	\$3,710,928.00	\$18.00
23-24	20,345	\$16.20	\$3,955,068.00	\$19.00
24-25	20,345	\$17.20	\$4,199,208.00	\$20.00

**PER 1000 GALLONS RATE SEWER (ALL USERS)**

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Budget Year	Total Cust.	Per 1000 gallon	Projected Revenue	Total Rate Per 1000 gallons (includes CIP & WRRF)
19-20	20,345	\$3.13	\$4,032,124.75	\$4.28
20-21	20,345	\$3.13	\$4,032,124.75	*\$4.53

\*Includes \$0.25 increase on CIP

Respectfully,



R. Paul Streets  
Public Works Director

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWER, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE; BY AMENDING ARTICLE III, SEWERS AND SEWAGE DISPOSAL, DIVISION 8, USAGE RATES AND CHARGES; SECTION 43-224, SEWER USER CHARGE; SECTION 43-227, ANNUAL REVIEW OF USER CHARGE RATES; SECTION 43-230, CAPITAL IMPROVEMENT CHARGES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

**SECTION 1.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-224, Sewer User Charge, is hereby amended to read as follows:

**Sec. 43-224. – Sewer user charge.**

(a) For the purpose of providing funds for the operation and maintenance of the sanitary sewerage system of the city and for other related purposes, there is hereby fixed and established sewer system user charges for the use of the sanitary sewerage system to be levied against each respective user thereof within the city as follows:

Sewer user charge (minimum) shall be seven dollars and seventy-six cents (\$7.76) per month; rates shall increase annually as follows:

Beginning September 1, 2020 .....\$13.20

Beginning May 1, 2021 .....\$14.20

Beginning May 1, 2022 .....\$15.20

Beginning May 1, 2023 .....\$16.20

Beginning May 1, 2024 .....\$17.20

Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

- (1) A minimum sewer user charge shall apply for wastewater discharges up to two thousand (2,000) gallons per month.
- (2) For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged at a rate of three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons.

- (3) The user's monthly wastewater contribution shall be estimated from the average of the user's monthly water billed during the months of December, January, February and March, as the water is measured by a water meter or meters of a type approved by the city, or as the wastewater contribution is otherwise currently established.
- (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month period, until a new estimated monthly wastewater contribution is obtained.
- (5) For industrial and commercial users, the minimum monthly wastewater contribution shall be nine dollars and twenty-six cents (\$9.26\*). For users discharging more than two thousand (2,000) gallons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000) gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the actual water used.

Beginning September 1, 2020 .....	\$15.20*
Beginning May 1, 2021 .....	\$16.20*
Beginning May 1, 2022 .....	\$17.20*
Beginning May 1, 2023 .....	\$18.20*
Beginning May 1, 2024 .....	\$19.20*

\*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

- (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters the sewerage system, is supplied, either in whole or in part, with water from wells or any source other than the city's utilities department, then such wells or other source of supply shall be registered with the city's utilities department on or before June 10, 1986, and if the water from said wells or other supply is not measured by a water meter, the owner or occupant shall, or the city may at the city's option and at the city's cost, install and maintain a meter on said supplies in such a location and in such a manner as is satisfactory to the city's utilities department. These meters shall serve as a basis for the establishment of the sewer user charge and shall be read monthly or bi-monthly by the city. If; in the opinion of the city, the installation of a meter would be impractical, residential water consumption will be determined by the number in the family for the sewer charge for that household, per the table in subsection 43-224(a)(10). The number of residents of the household will be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal year. Multifamily dwellings and mobile home parks will be determined by the total number of occupants divided by the number of units or occupied pad to find the average occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will be based on the table in subsection 43-224(a)(10). The number of residents of the household will be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal year. A commercial business which has no means of measuring water consumption will be placed in a class of like businesses whose water consumption was averaged to determine a rate class. Each rate class was determined by a random selection with their water consumption averaged and rounded off to the nearest whole number and multiplied by the present sewer rate per one thousand (1,000) gallons usage. Class rates are as follows:

1	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
2	a.	\$594.57	over 125	189
3	b.	\$200.19	51-125	63
4	c.	\$49.95	11-50	15
5	d.	\$34.30	Minimum	10

Beginning September 1, 2020

6	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
7	a.	\$606.77	over 125	189
8	b.	\$212.39	51-125	63
9	c.	\$62.15	11-50	15
10	d.	\$46.50	Minimum	10

Beginning May 1, 2021

11	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
12	a.	\$607.77	over 125	189
13	b.	\$213.39	51-125	63
14	c.	\$63.15	11-50	15
15	d.	\$47.50	Minimum	10

Beginning May 1, 2022

16	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
17	a.	\$608.77	over 125	189
18	b.	\$214.39	51-125	63
19	c.	\$64.15	11-50	15
20	d.	\$48.50	Minimum	10

Beginning May 1, 2023

21	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
22	a.	\$609.77	over 125	189
23	b.	\$215.39	51-125	63
24	c.	\$65.15	11-50	15
25	d.	\$49.50	Minimum	10

Beginning May 1, 2024

26	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
27	a.	\$610.77	over 125	189
28	b.	\$216.39	51-125	63
29	c.	\$66.15	11-50	15
30	d.	\$50.50	Minimum	10

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2 **Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Con-**  
3 **sumer Price Index as set out in Section 43-227.**

4 Any other type of sewer user who does not fall within the definitions above will be billed in the  
5 same manner as a commercial business.

- 6 (7) Multifamily complexes that contain three (3) or more units, including apartments, shall be charged  
7 seven dollars and seventy-six cents (**\$7.76**)\* per unit per month, plus three dollars and thirteen  
8 cents (\$3.13) per one thousand (1,000) gallons based on actual usage each month unless the  
9 use of outside water or product water can be determined by the superintendent, whether such  
10 unit is occupied or vacant.

11 **Beginning September 1, 2020 .....\$13.20\* per unit per month**

12 **Beginning May 1, 2021 .....\$14.20\* per unit per month**

13 **Beginning May 1, 2022 .....\$15.20\* per unit per month**

14 **Beginning May 1, 2023 .....\$16.20\* per unit per month**

15 **Beginning May 1, 2024 .....\$17.20\* per unit per month**

16 **\*Beginning May 1, 2025, the rates will be adjusted annually by the average**  
17 **monthly increase in the Consumer Price Index as set out in Section 43-227.**

- 18 (8) Mobile home parks shall be charged seven dollars and seventy-six cents (**\$7.76**)\* per pad, plus  
19 three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons based on actual usage  
20 each month unless the use of outside water or product water can be determined by the superin-  
21 tendent, based upon the highest number of pads occupied for the month.

22 **Beginning September 1, 2020 .....\$13.20\* per pad per month**

23 **Beginning May 1, 2021 .....\$14.20\* per pad per month**

24 **Beginning May 1, 2022 .....\$15.20\* per pad per month**

25 **Beginning May 1, 2023 .....\$16.20\* per pad per month**

26 **Beginning May 1, 2024 .....\$17.20\* per pad per month**

27 **\*Beginning May 1, 2025, the rates will be adjusted annually by the average**  
28 **monthly increase in the Consumer Price Index as set out in Section 43-227.**

- 29 (9) Users who reside in two-family residential units with one (1) meter shall be charged fifteen dollars  
and fifty-two cents (**\$15.52**)\* per month, plus three dollars and thirteen cents (\$3.13) per one  
thousand (1,000) gallons based on water consumption on average billed during December, Jan-  
uary, February and March or, in the case of separate water meters for each user, seven dollars  
and seventy-six cents (**\$7.76**)\*\* per month, plus three dollars and thirteen cents (\$3.13) per one  
thousand (1,000) gallons based on water consumption on average billed during December, Jan-  
uary, February and March.



1  
2 Users who reside in two-family residential units with one (1) meter shall be charged:

3 Beginning September 1, 2020 .....\$26.40\*

4 Beginning May 1, 2021 .....\$28.40\*

5 Beginning May 1, 2022 .....\$30.40\*

6 Beginning May 1, 2023 .....\$32.40\*

7 Beginning May 1, 2024 .....\$34.40

\*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

8 Units with one (1) meter shall be charged:

9 Beginning September 1, 2020 .....\$13.20\*\*

10 Beginning May 1, 2021 .....\$14.20\*\*

11 Beginning May 1, 2022 .....\$15.20\*\*

12 Beginning May 1, 2023 .....\$16.20\*\*

13 Beginning May 1, 2024 .....\$17.20\*\*

\*\*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

14  
15  
16 (10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

17

Number of People	Minimum Gallons	Amount
1	2,000	\$7.76
2	4,000	\$14.02
3	6,000	\$20.28
4	8,000	\$26.54
5 or more	10,000	\$32.80

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23 Beginning September 1, 2020, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$13.20
2	4,000	\$19.46
3	6,000	\$25.72

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1	4	8,000	\$31.98
2	5 or more	10,000	\$38.24

Beginning May 1, 2021, the rates will change as follows:

3	Number of People	Minimum Gallons	Amount
4	1	2,000	\$14.20
5	2	4,000	\$20.46
6	3	6,000	\$26.72
7	4	8,000	\$32.98
8	5 or more	10,000	\$39.24

Beginning May 1, 2022, the rates will change as follows:

9	Number of People	Minimum Gallons	Amount
10	1	2,000	\$15.20
11	2	4,000	\$21.46
12	3	8,000	\$27.72
13	4	10,000	\$33.98
14	5 or more	10,000	\$40.24

Beginning May 1, 2023, the rates will change as follows:

15	Number of People	Minimum Gallons	Amount
16	1	2,000	\$16.20
17	2	4,000	\$22.46
18	3	6,000	\$28.72
19	4	8,000	\$34.98
20	5 or more	10,000	\$41.24

Beginning May 1, 2024, the rates will change as follows:

22	Number of People	Minimum Gallons	Amount
23	1	2,000	\$17.20
24	2	4,000	\$23.46
25	3	6,000	\$29.72
26	4	8,000	\$35.98
27	5 or more	10,000	\$42.24

1  
2 **Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.**

3 (b) For nonresidential users of the city's sewerage system, the following conditions apply:

- 4 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving  
5 property beyond the city boundaries shall be charged according to the same rates on water used  
6 per month, as set forth in the city ordinances.
- 7 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.

8 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article  
9 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-227, Annual  
10 Review of User Charge Rates, is hereby amended to read as follows:

11 **Sec. 43-227. Annual review of user charge rates.**

12 The basis for determining the sewer user charge rates shall be reviewed ~~at least annually~~ **every five**  
13 **years or as needed** and shall be adjusted **accordingly**. ~~as necessary to reflect any increase or decrease~~  
14 ~~in wastewater treatment costs based on the immediate preceding year's experience. Any funds collected,~~  
15 ~~in excess of those required to pay for operation and maintenance costs attributable to the user's charge,~~  
16 ~~shall be applied to the user charge system for the following year, and the total operation and maintenance~~  
17 ~~costs per month shall be adjusted accordingly. Any revenue from the sewer plant such as by sale of~~  
18 ~~sludge or effluent shall be used to offset the total operation and maintenance cost and shall be used to~~  
19 ~~proportionally reduce the user's charge. Beginning in 2025 the sewer user charge rates will be adjusted~~  
20 ~~annually by the average monthly increase in the Consumer Price Index, US City Average for all Urban~~  
21 ~~Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, (Published by the United States Bu-~~  
22 ~~reau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve most recently published~~  
23 ~~months. In the event the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish this~~  
24 ~~particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be~~  
25 ~~substituted as approved by the City Manager. The annual CPI adjustment review shall will be conducted~~  
26 ~~implemented by July~~ **May** 1 of each year.

19 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article  
20 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital  
21 Improvement Charges, is hereby amended to read as follows:

22 **Sec. 43-230. - Capital improvement charges.**

- 23 (a) There shall be established a capital improvement fund for the express purpose of funding improve-  
24 ments to the sanitary sewer system of the City of Midwest City.
- 25 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account. Funds  
26 from other sources may be deposited in this account but, once deposited in this account, can only  
27 be expended in the same manner and under the same regulations that govern this account.
- 28 (2) Expenditures may be made from this account for physical capital improvements including, but  
29 not limited to, items such as improvements to sanitary sewer treatment facilities, new sanitary

1 sewer lines and replacement of old sanitary sewer lines, and including engineering studies and  
2 services necessary or appropriate to effect the improvements to the sewer system.

3 (3) Expenditures from this account can also be made for general operation, maintenance, supplies,  
4 operational salaries, or any item or structure that has an expected useful life of less than twenty  
5 (20) years. These funds may not be used to fund bonds or any indebtedness of any sort.

6 (4) There is hereby added a twenty-five cent (~~\$0.25~~ \$0.50) fee per one thousand (1,000) gallons of  
7 sewage charged to each customer to fund this account.

8 (5) Expenditures from this account in any amount must be approved by a majority vote of the city  
9 council.

10 (b) There shall be established a fee for the express purpose of directly funding or funding debt service in  
11 connection with the construction of Midwest City's Northside Pollution Control Facility.

12 (1) Revenues from this fee shall be deposited in a nontransferable interest bearing account.

13 (2) There is hereby added a ninety cent (\$0.90) fee per one thousand (1,000) gallons of sewage  
14 billed to each customer to fund this construction. This fee shall be of no further force or effect,  
15 and shall be discontinued at the retirement of the related debt service, projected to be March 1,  
16 2025.

17 (3) Expenditures from this account shall only be made to fund, either directly or by funding bonded  
18 indebtedness, the construction of Midwest City's Northside Pollution Control Facility renovations.  
19 Expenditures may be made from this account for all costs of the construction including, but not  
20 limited to, engineering, site preparation, buildings, structures, furniture, equipment, software and  
21 other services or charges necessary or appropriate to complete the project or service related  
22 debt.

23 **SECTION 4.** EFFECTIVE DATE. This ordinance shall be effective on and after the 9<sup>th</sup> day of  
24 July, 2009.

25 **SECTION 5.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
26 repealed.

27 **SECTION 6.** SEVERABILITY. If any section, sentence, clause or portion of this ordinance is  
28 for any reason held to be invalid, such decision shall not affect the validity of the remaining  
29 portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

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MATTHEW D. DUKES, II, Mayor

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ATTEST:

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



1 (4) The estimated monthly wastewater contribution from a user shall prevail for a twelve-month pe-  
2 riod, until a new estimated monthly wastewater contribution is obtained.

3 (5) For industrial and commercial users, the minimum monthly wastewater contribution shall be nine  
4 dollars and twenty-six cents (\$9.26\*). For users discharging more than two thousand (2,000) gal-  
5 lons of wastewater per month to the sanitary sewer system, each additional one thousand (1,000)  
6 gallons, or portion thereof, shall be charged as shown in subsection 43-224(a)(2) above times the  
7 actual water used.

8 Beginning September 1, 2020 .....\$15.20\*

9 Beginning May 1, 2021 .....\$16.20\*

10 Beginning May 1, 2022 .....\$17.20\*

11 Beginning May 1, 2023 .....\$18.20\*

12 Beginning May 1, 2024 .....\$19.20\*

13 \*Beginning May 1, 2025, the rates will be adjusted annually by the average  
14 monthly increase in the Consumer Price Index as set out in Section 43-227.

15 (6) In the event a lot, parcel of land, premises, or facility discharging sewage, industrial waste, water  
16 or other liquids, either directly or indirectly into the city's sewer system, or which ultimately enters  
17 the sewerage system, is supplied, either in whole or in part, with water from wells or any source  
18 other than the city's utilities department, then such wells or other source of supply shall be regis-  
19 tered with the city's utilities department on or before June 10, 1986, and if the water from said  
20 wells or other supply is not measured by a water meter, the owner or occupant shall, or the city  
21 may at the city's option and at the city's cost, install and maintain a meter on said supplies in such  
22 a location and in such a manner as is satisfactory to the city's utilities department. These meters  
23 shall serve as a basis for the establishment of the sewer user charge and shall be read monthly  
24 or bi-monthly by the city. If; in the opinion of the city, the installation of a meter would be imprac-  
25 tical, residential water consumption will be determined by the number in the family for the sewer  
26 charge for that household, per the table in subsection 43-224(a)(10). The number of residents of  
27 the household will be certified annually. Failure to certify will result in billing at the maximum rate  
28 for the next fiscal year. Multifamily dwellings and mobile home parks will be determined by the  
29 total number of occupants divided by the number of units or occupied pad to find the average  
30 occupancy. This figure will be rounded to the nearest whole number. The sewer rate per unit will  
be based on the table in subsection 43-224(a)(10). The number of residents of the household will  
be certified annually. Failure to certify will result in billing at the maximum rate for the next fiscal  
year. A commercial business which has no means of measuring water consumption will be placed  
in a class of like businesses whose water consumption was averaged to determine a rate class.  
Each rate class was determined by a random selection with their water consumption averaged  
and rounded off to the nearest whole number and multiplied by the present sewer rate per one  
thousand (1,000) gallons usage. Class rates are as follows:

Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
a.	\$594.57	over 125	189
b.	\$200.19	51-125	63
c.	\$49.95	11-50	15
d.	\$34.30	Minimum	10

1 Beginning September 1, 2020

2	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
3	a.	\$606.77	over 125	189
3	b.	\$212.39	51-125	63
4	c.	\$62.15	11-50	15
4	d.	\$46.50	Minimum	10

5  
6 Beginning May 1, 2021

7	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
8	a.	\$607.77	over 125	189
8	b.	\$213.39	51-125	63
9	c.	\$63.15	11-50	15
9	d.	\$47.50	Minimum	10

10  
11 Beginning May 1, 2022

12	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
13	a.	\$608.77	over 125	189
13	b.	\$214.39	51-125	63
14	c.	\$64.15	11-50	15
14	d.	\$48.50	Minimum	10

15  
16 Beginning May 1, 2023

17	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
18	a.	\$609.77	over 125	189
18	b.	\$215.39	51-125	63
19	c.	\$65.15	11-50	15
19	d.	\$49.50	Minimum	10

20  
21 Beginning May 1, 2024

22	Class	Monthly Rage	Consumption (000's)	Avg. (in 000's)
23	a.	\$610.77	over 125	189
23	b.	\$216.39	51-125	63
24	c.	\$66.15	11-50	15
24	d.	\$50.50	Minimum	10

25 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

26 Any other type of sewer user who does not fall within the definitions above will be billed in the same manner as a commercial business.



1 (7) Multifamily complexes that contain three (3) or more units, including apartments, shall be charged  
2 seven dollars and seventy-six cents (\$7.76)\* per unit per month, plus three dollars and thirteen  
3 cents (\$3.13) per one thousand (1,000) gallons based on actual usage each month unless the  
use of outside water or product water can be determined by the superintendent, whether such  
unit is occupied or vacant.

4 Beginning September 1, 2020 .....\$13.20\* per unit per month

5 Beginning May 1, 2021 .....\$14.20\* per unit per month

6 Beginning May 1, 2022 .....\$15.20\* per unit per month

7 Beginning May 1, 2023 .....\$16.20\* per unit per month

8 Beginning May 1, 2024 .....\$17.20\* per unit per month

9 \*Beginning May 1, 2025, the rates will be adjusted annually by the average  
monthly increase in the Consumer Price Index as set out in Section 43-227.

10  
11 (8) Mobile home parks shall be charged seven dollars and seventy-six cents (\$7.76)\* per pad, plus  
12 three dollars and thirteen cents (\$3.13) per one thousand (1,000) gallons based on actual usage  
each month unless the use of outside water or product water can be determined by the superin-  
tendent, based upon the highest number of pads occupied for the month.

13 Beginning September 1, 2020 .....\$13.20\* per pad per month

14 Beginning May 1, 2021 .....\$14.20\* per pad per month

15 Beginning May 1, 2022 .....\$15.20\* per pad per month

16 Beginning May 1, 2023 .....\$16.20\* per pad per month

17 Beginning May 1, 2024 .....\$17.20\* per pad per month

18 \*Beginning May 1, 2025, the rates will be adjusted annually by the average  
monthly increase in the Consumer Price Index as set out in Section 43-227.

19  
20 (9) Users who reside in two-family residential units with one (1) meter shall be charged fifteen dollars  
21 and fifty-two cents (\$15.52)\* per month, plus three dollars and thirteen cents (\$3.13) per one  
22 thousand (1,000) gallons based on water consumption on average billed during December, Jan-  
23 uary, February and March or, in the case of separate water meters for each user, seven dollars  
and seventy-six cents (\$7.76)\*\* per month, plus three dollars and thirteen cents (\$3.13) per one  
thousand (1,000) gallons based on water consumption on average billed during December, Jan-  
uary, February and March.

24 Users who reside in two-family residential units with one (1) meter shall be charged:

25 Beginning September 1, 2020 .....\$26.40\*

26 Beginning May 1, 2021 .....\$28.40\*

27 Beginning May 1, 2022 .....\$30.40\*

28 Beginning May 1, 2023 .....\$32.40\*

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Beginning May 1, 2024 .....\$34.40

\*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

Units with one (1) meter shall be charged:

- Beginning September 1, 2020 .....\$13.20\*\*
- Beginning May 1, 2021 .....\$14.20\*\*
- Beginning May 1, 2022 .....\$15.20\*\*
- Beginning May 1, 2023 .....\$16.20\*\*
- Beginning May 1, 2024 .....\$17.20\*\*

\*\*Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

(10) For new residential users, there shall be a minimum sewer rate established based on the number of people in the family as per the following table:

Number of People	Minimum Gallons	Amount
1	2,000	\$7.76
2	4,000	\$14.02
3	6,000	\$20.28
4	8,000	\$26.54
5 or more	10,000	\$32.80

Beginning September 1, 2020, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$13.20
2	4,000	\$19.46
3	6,000	\$25.72
4	8,000	\$31.98
5 or more	10,000	\$38.24

Beginning May 1, 2021, the rates will change as follows:

Number of People	Minimum Gallons	Amount
1	2,000	\$14.20
2	4,000	\$20.46
3	6,000	\$26.72
4	8,000	\$32.98
5 or more	10,000	\$39.24

1 Beginning May 1, 2022, the rates will change as follows:

2	Number of People	Minimum Gallons	Amount
3	1	2,000	\$15.20
4	2	4,000	\$21.46
5	3	8,000	\$27.72
6	4	10,000	\$33.98
7	5 or more	10,000	\$40.24

7 Beginning May 1, 2023, the rates will change as follows:

8	Number of People	Minimum Gallons	Amount
9	1	2,000	\$16.20
10	2	4,000	\$22.46
11	3	6,000	\$28.72
12	4	8,000	\$34.98
13	5 or more	10,000	\$41.24

13 Beginning May 1, 2024, the rates will change as follows:

14	Number of People	Minimum Gallons	Amount
15	1	2,000	\$17.20
16	2	4,000	\$23.46
17	3	6,000	\$29.72
18	4	8,000	\$35.98
19	5 or more	10,000	\$42.24

19 Beginning May 1, 2025, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-227.

20 (b) For nonresidential users of the city's sewerage system, the following conditions apply:

- 21 (1) *Sewer user charge.* All users of the city's sanitary sewer system having connections serving property beyond the city boundaries shall be charged according to the same rates on water used per month, as set forth in the city ordinances.
- 22
- 23 (2) *City not obligated to provide nonresident service.* The city does not obligate itself to furnish sanitary sewer service to any person whomsoever, but will furnish such service as is reasonable within its financial ability to do so.
- 24

25 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article  
26 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-227, Annual  
27 Review of User Charge Rates, is hereby amended to read as follows:

1 **Sec. 43-227. Annual review of user charge rates.**

2 The sewer user charge rates shall be reviewed every five years or as needed and shall be adjusted  
3 accordingly. Beginning in 2025 the sewer user charge rates will be adjusted annually by the average  
4 monthly increase in the Consumer Price Index, US City Average for all Urban Consumers, Water Sewer  
5 Trash Collection, Not Seasonally Adjusted, (Published by the United States Bureau of Labor Statistics,  
6 Consumer Price Index) (the "CPI") during the twelve most recently published months. In the event the U.  
7 S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally au-  
8 thoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by  
9 the City Manager. The annual CPI adjustment will be implemented by May 1 of each year.

7 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article  
8 III, Sewers and Sewage Disposal, Division 8, Usage Rates and Charges, Section 43-230, Capital  
9 Improvement Charges, is hereby amended to read as follows:

9 **Sec. 43-230. - Capital improvement charges.**

- 10 (a) There shall be established a capital improvement fund for the express purpose of funding improve-  
11 ments to the sanitary sewer system of the City of Midwest City.
- 12 (1) Revenues for this fund shall be deposited in a nontransferable interest bearing account. Funds  
13 from other sources may be deposited in this account but, once deposited in this account, can only  
14 be expended in the same manner and under the same regulations that govern this account.
- 15 (2) Expenditures may be made from this account for physical capital improvements including, but  
16 not limited to, items such as improvements to sanitary sewer treatment facilities, new sanitary  
17 sewer lines and replacement of old sanitary sewer lines, and including engineering studies and  
18 services necessary or appropriate to effect the improvements to the sewer system.
- 19 (3) Expenditures from this account can also be made for general operation, maintenance, supplies,  
20 operational salaries, or any item or structure that has an expected useful life of less than twenty  
21 (20) years. These funds may not be used to fund bonds or any indebtedness of any sort.
- 22 (4) There is hereby added a fifty cent (\$.50) fee per one thousand (1,000) gallons of sewage charged  
23 to each customer to fund this account.
- 24 (5) Expenditures from this account in any amount must be approved by a majority vote of the city  
25 council.
- 26 (b) There shall be established a fee for the express purpose of directly funding or funding debt service in  
27 connection with the construction of Midwest City's Northside Pollution Control Facility.
- 28 (1) Revenues from this fee shall be deposited in a nontransferable interest bearing account.
- 29 (2) There is hereby added a ninety cent (\$.90) fee per one thousand (1,000) gallons of sewage  
30 billed to each customer to fund this construction. This fee shall be of no further force or effect,  
and shall be discontinued at the retirement of the related debt service, projected to be March 1,  
2025.
- (3) Expenditures from this account shall only be made to fund, either directly or by funding bonded  
indebtedness, the construction of Midwest City's Northside Pollution Control Facility renovations.  
Expenditures may be made from this account for all costs of the construction including, but not  
limited to, engineering, site preparation, buildings, structures, furniture, equipment, software and  
other services or charges necessary or appropriate to complete the project or service related  
debt.

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**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective on and after the 9<sup>th</sup> day of July, 2009.

**SECTION 5. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



## MUNICIPAL AUTHORITY AGENDA

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

June 23, 2020 – 6:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted. (Secretary - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Capital Imp Rev Bond, revenue/Transfer In (00) \$224,586; expenses/Transfer Out (00) \$224,586. MWC Sewer Department, expenses/Sewer Department (43) \$30,000. John Conrad Regional Golf, expenses/John Conrad Regional Golf (47) \$2,000. Sales Tax Capital Improvement, revenue/Sales/Use Tax (00) 241,521; expenses/Transfer Out (00) \$241,521. (Finance – C. Barron)
  3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2020. (City Manager - T. Lyon)
  4. Discussion and consideration of renewing contracts for FY 20-21 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll Offs USA for new front load refuse containers; Heartland Container Repair LLC for refurbished front load refuse containers; Fort Bend Services, Inc. for biosolids drying/thickening polymer; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building. (Public Works - P. Streets)
  5. Discussion and consideration of renewing contracts for FY 20-21: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; and with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc. (Public Works - P. Streets)

6. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21. (Parks and Recreation - F. Gilles)

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

D. FURTHER INFORMATION.

1. Review of the Republic Services letter of May 27, 2020 regarding retrieving additional recycling carts. (City Manager - T. Lyon)

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 09, 2020

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:03 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration approving the minutes of the special meeting on May 19, 2020, as submitted.
2. Discussion and consideration to approve the minutes of the May 26, 2020 regular meeting, as submitted.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Utilities Capital Outlay, revenue/Asset Retirement (41) \$300,000; expenses/Sanitation (41) \$691,108.
4. Discussion and consideration of declaring unit # 43-05-10, a 2015 Vermeer HG4000 horizontal grinder, surplus property and authorizing its disposal as a \$300,000.00 trade-in for the purchase of one new Vermeer HG6000 horizontal grinder.

#### DISCUSSION ITEM.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2020-2021 in the amount of \$64,060,389.** Byrne made a motion to approve Resolution MA2020-01 as submitted, seconded by Allen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors and Chairman 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 7:05 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  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Chairman and Trustees

FROM: Christy Barron, City Treasurer/Finance Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Capital Imp Rev Bond, revenue/Transfer In (00) \$224,586; expenses/Transfer Out (00) \$224,586. MWC Sewer Department, expenses/Sewer Department (43) \$30,000. John Conrad Regional Golf, expenses/John Conrad Regional Golf (47) \$2,000. Sales Tax Capital Improvement, revenue/Sales/Use Tax (00) 241,521; expenses/Transfer Out (00) \$241,521.

The first supplement is needed to transfer in and out from General Fund to increase Capital Imp Rev Bond Fund for estimated revenues to the end of fiscal year. The second supplement is needed to cover fleet parts expenses in Sewer Department to the end of fiscal year. The third supplement is needed to cover Golf loan interest expenses in John Conrad Regional Golf Department to the end of fiscal year. The fourth supplement is needed to increase sales/use tax revenue estimate and transfer out for revenue share to Capital Imp Rev Bond Fund and Capital Improvement Fund.

Christy Barron  
Finance Director

**SUPPLEMENTS**

**June 23, 2020**

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer In	224,586			
00	Transfer Out			224,586	
		<u>224,586</u>	<u>0</u>	<u>224,586</u>	<u>0</u>

**Explanation:**  
To increase transfer in and transfer out from General Fund for estimated revenues to the end of fiscal year.

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Sewer Department			30,000	
		<u>0</u>	<u>0</u>	<u>30,000</u>	<u>0</u>

**Explanation:**  
To increase budget to cover fleet parts expenses to end of fiscal year. Funding to come from fund balance.

Fund JOHN CONRAD REGIONAL GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	John Conrad Regional Golf			2,000	
		<u>0</u>	<u>0</u>	<u>2,000</u>	<u>0</u>

**Explanation:**  
To increase budget to cover Golf loan interest expenses to end of fiscal year. Funding to come from fund balance.

Fund SALES TAX CAPITAL IMPROV (340)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Sale/Use Tax	241,521			
00	Transfer Out			241,521	
		<u>241,521</u>	<u>0</u>	<u>241,521</u>	<u>0</u>

**Explanation:**  
To increase transfer out to Capital Imp Rev Bond Fund \$121,521 and Capitial Improvement Fund \$120,000 to cover estimated expenses to the end of fiscal year. Funding to come from revenue.



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2020.

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This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

*Tim L. Lyon*

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Tim Lyon  
City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2019-2020</b>	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
<b>Revenue</b>												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277	300,346	214,831	385,403	579,251	504,981	<b>450,566</b>	
Actual (MTD)	299,162	477,929	466,117	476,300	456,684	291,649	223,347	367,534	351,603	23,119	<b>85,751</b>	
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625	2,596,971	2,811,802	3,197,205	3,776,456	4,281,437	<b>4,732,003</b>	
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191	2,467,840	2,691,187	3,058,721	3,410,324	3,433,443	<b>3,519,194</b>	
<b>Expenses</b>												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400	360,787	341,646	383,600	513,820	454,826	<b>426,083</b>	
Actual (MTD)	386,683	443,824	431,992	432,531	395,742	366,076	320,630	361,002	320,485	112,894	<b>115,303</b>	
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569	2,596,356	2,938,002	3,321,602	3,835,422	4,290,248	<b>4,716,331</b>	
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959	2,476,035	2,796,665	3,157,667	3,478,152	3,591,046	<b>3,706,350</b>	
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877	(60,441)	(126,815)	1,803	65,431	50,155	<b>24,483</b>	
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941	(74,426)	(97,283)	6,532	31,118	(89,775)	<b>(29,552)</b>	
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056	615	(126,200)	(124,397)	(58,966)	(8,811)	<b>15,672</b>	
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232	(8,195)	(105,478)	(98,946)	(67,828)	(157,603)	<b>(187,155)</b>	
<b>Key Indicators</b>												
Hotel Room Revenue	220,117	251,110	234,069	235,244	191,171	108,521	117,276	179,956	136,135	21,119	<b>74,503</b>	
Food and Banquet Revenue	57,751	195,299	177,193	215,380	193,721	149,224	89,947	186,720	178,146	-	-	

<b>Fiscal Year 2018-2019</b>	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
<b>Revenue</b>												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714
<b>Expenses</b>												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Memorandum**

**TO:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**FROM:** R. Paul Streets, Public Works Director

**DATE:** June 23, 2020

**SUBJECT:** Discussion and consideration of renewing contracts for FY 20-21 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Roll Offs USA for new front load refuse containers; Heartland Container Repair LLC for refurbished front load refuse containers; Fort Bend Services, Inc. for biosolids drying/thickening polymer; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building.

Cabot Norit Americas Inc. has agreed to renew the granular activated carbon contract without modification for FY 20-21. In FY 19-20 approximately \$336,000.00 was encumbered with Cabot Norit Americas Inc. by the water department for granular activated carbon. The water department budgeted \$336,214.00 for the purchase of granular activated carbon from Cabot Norit Americans for FY 20-21.

Duke's Root Control, Inc. has agreed to renew the chemical root control contract without modification for FY 20-21. In FY 19-20 approximately \$7,989.00 was encumbered with Duke's Root Control, Inc. by the line maintenance department for chemical root control. The line maintenance waste water department budgeted \$50,000.00 for the purchase of chemical root control from Duke's Root Control, Inc. for FY 20-21.

Roll Offs USA has agreed to renew the new front load refuse containers contract without modification for FY 20-21. In FY 19-20 approximately \$51,829.00 was encumbered with Roll Offs USA by the sanitation department for new front load refuse containers. The sanitation department budgeted \$50,000.00 for the purchase of new front load refuse containers from Roll Offs USA for FY 20-21.

Heartland Container Repair LLC has agreed to renew the refurbished front load refuse containers contract without modification for FY 20-21. In FY 19-18 approximately \$78,249.00 was encumbered with Heartland Container Repair LLC by the sanitation department for refurbished front load refuse containers. The sanitation department budgeted \$133,000.00 for the purchase of refurbished front load refuse containers from MCS Hartland LLC for FY 20-21.

Fort Bend Services, Inc. has agreed to renew the bio solids drying/thickening polymer contract without modification for FY 20-21. In FY 19-20 approximately \$75,975.88 was encumbered with Fort Bend Services, Inc. by Water Resource Recovery Facility for bio solids drying/thickening polymer. The Water Resource Recovery Facility budgeted \$76,000.00 for the bio solids drying/thickening polymer to Fort Bend Services, Inc. for FY 20-21.

Jan-Pro Commercial Cleaning of OKC has agreed to renew the commercial cleaning service for Public Works Administration and Charles Johnson Buildings without modification for FY 20-21. In FY 19-20 approximately \$15,960.00 was encumbered with Jan-Pro Commercial Cleaning of OKC by the public works administration and neighborhood services departments for commercial cleaning service. The public works administration and neighborhood services departments budgeted \$12,960.00 for the commercial cleaning service for FY 20-21.

Action is at the discretion of the Chairman and Trustees.

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

R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letters



Public Works Administration  
R. Paul Streets,  
Public Works Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 26, 2020

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 \$369,408.00 for Granular Activated Carbon.

Dear Ms. Vineyard:

It is time to renew the Midwest City Municipal Authority contract for FY 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign: Nikki Vineyard Inside Sales Date: 6/10/2020





**Public Works Administration**

**R. Paul Streets,**  
Public Works Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 26, 2020

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 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign:     Braden Boyko     Title:     Vice President     Date:     5/27/20



Public Works Administration  
R. Paul Streets,  
Public Works Director  
rstreets@midwestcityok.org  
405-739-1061  
Patrick Menefee,  
City Supervisor of Public Works  
pmenefee@midwestcityok.org  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 27, 2020

Roll Offs USA  
Mr. Kendell Phillips  
P.O. Box 727  
Durant, OK 74702

**"Four, Six & Eight Yard New Front Load Refuse Containers"**

Dear Mr. Phillips:

It is time to renew the Midwest City Municipal Authority contract for FY 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign: Title: DIRECTOR Date: 5/27/20



Public Works Administration  
R. Paul Streets,  
Public Works Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 27, 2020

Heartland Container Repair LLC  
Mr. Robert M. Deily  
President  
P.O. Box 331  
Piedmont, OK 73078

“Refurbished Front Load Refuse Containers”

Dear Mr. Deily:

It is time to renew the Midwest City Municipal Authority contract for FY 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract, under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign: Patrick Deily Title: Owner Date: 6/1/20



**Public Works Administration**

R. Paul Streets,  
Public Works Director  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 27, 2020

Fort Bend Services, Inc.  
Mr. David James  
Vice President of Sales  
P.O. Box 1688  
Stafford, TX 77497-1688

**"Bio solids Drying/Thickening Polymer"**

Dear Mr. James:

It is time to renew the Midwest City Municipal Authority contract for FY 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign: David James Title: VP of Sales Date: 5/27/20



**Public Works Administration**  
R. Paul Streets,  
Public Works Director  
[pstree@midwestcityok.org](mailto:pstree@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
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405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 27, 2020

Jan-Pro Commercial Cleaning of OKC  
Mr. Ken Ficek  
1105 Sovereign Row  
Oklahoma City, OK 73108

“Commercial Cleaning Service for Public Work Administration  
and  
Charles Johnson Buildings”

Dear Mr. Ficek:

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

Thank you for your assistance with this matter.

R. Paul Streets  
Public Works Director

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

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

Sign:       Jay L. King       Title:       PRESIDENT       Date:       5-27-20



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Memorandum**

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: June 23, 2020

Subject: Discussion and consideration of renewing contracts for FY 20-21: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; and with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc.

**Liquid Chlorine**

The liquid chlorine contract with Brenntag Southwest, Inc. is an annual contract with provisions for annual renewals. This is the sixth 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 20-21.

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	\$ 82.50 to \$ 90.00
Liquid Chlorine Per Ton	\$609.80 to \$660.00

This is a 5 year contract with annual renewals and in FY 19-20 approximately \$42,720.10 was encumbered to Brenntag Southwest Inc. for liquid chlorine. The water department budgeted \$40,000.00 for the purchase of liquid chlorine from Brenntag Southwest Inc. for FY 20-21.

**Water Treatment Coagulation Polymer**

The water treatment coagulation polymer contract with Brenntag Southwest Inc. is an annual contract with provisions for five (5) annual renewals. This is the fourth year for the renewal of this contract. Brenntag Southwest Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 20-21.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Polymer Price Increase</b>
Water Treatment Coagulation Polymer per Pound	\$0.475 to \$0.525

This is a 5 year contract and in FY 19-20 approximately \$103,788.00 was encumbered to Brenntag Southwest Inc. for water treatment coagulation polymer. The water department budgeted \$102,000.00 for the purchase of water treatment coagulation polymer from Brenntag Southwest Inc. for FY 20-21.

**Sodium Chlorite Solution**

The sodium chlorite solution contract with Evoqua Technologies, LLC is an annual contract with provisions for five (5) annual renewals. This is the fifth year for renewal of this contract. Evoqua Water Technologies, LLC has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 20-21.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Sodium Chlorite Solution Price Increase</b>
Sodium Chlorite Solution Per Pound	\$0.50 to \$0.54

This is a 5 year contract and in FY19-20 approximately \$39,720.00 was encumbered to Evoqua Water Technologies, LLC. The water department budgeted \$48,000.00 for the purchase of sodium chlorite solution for FY 20-21.

**Commercial Sanitation Service of Roll Offs and Compactors**

The commercial sanitation service of roll offs and compactors contract with Republic Services Inc. is an annual contract with provisions for five (5) annual renewals. This is the Sixth year for renewal of this contract. Republic Services Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments for FY 20-21

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Price Increase</b>
<b>Compactor Units New Equipment</b>	
2 yd. Stationary	\$247.24 to \$254.66
40 yard receiving container haul rate	\$222.51 to \$229.19
40 yard receiving container monthly rental	\$ 76.52 to \$ 78.82
30 yard receiving container haul rate	\$222.51 to \$229.19
30 yard receiving container monthly rental	\$323.78 to \$333.49
35 yard receiving container haul rate	\$222.51 to \$229.19
35 yard receiving container monthly rental	\$323.78 to \$333.49
<b>Compactor Units Used Equipment</b>	
2 yd. Stationary	\$186.02 to \$191.60
40 yard receiving container haul rate	\$222.51 to \$229.19
40 yard receiving container monthly rental	\$ 57.67 to \$ 59.40
30 yard receiving container haul rate	\$222.51 to \$229.19
30 yard receiving container monthly rental	\$247.24 to \$254.66

35 yard receiving container haul rate	\$222.51 to \$229.19
35 yard receiving container monthly rental	\$247.24 to \$254.66
Roll Offs	
30 yard roll offs haul rate	\$222.51 to \$229.19
30 yard roll offs monthly rental	\$ No Charge
Hauls over 4 tons charge rate per ton	\$ 24.20 to \$ 26.02
Relocate Charge	
Dry Run Charge	\$ 75.00 No Charge
Washouts	
Roll Off containers	\$117.64 to \$121.17
Wal-Mart	\$235.26 to \$242.32

This is a 5 year contract and in FY 19-20 approximately \$244,572.36 was encumbered to Republic Services, Inc. for commercial sanitation service of roll offs and compactors. The sanitation department budgeted \$263,425.00 for the service of commercial sanitation service of roll offs and compactors for FY 20-21.

**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 second 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 20-21.

The following is an itemized list of the rate adjustments:

**Price Increase Adjustments:**

<b>Specifications</b>	<b>Price Increase</b>
Tipping Fee	\$18.95 to \$20.15
Plus State Fee	\$1.25

This is a 5 year contract and in FY 19-20 approximately \$774,259.28 was encumbered to Waste Management of Oklahoma, Inc. for landfill service. The sanitation department budgeted \$800,013.00 for landfill service for FY 20-21.

Action is at the discretion of the Chairman and Trustees.



R. Paul Streets  
Public Works Director

Attachment: Renewal Agreement Letters





**Public Works Administration**  
**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061  
**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 26, 2020

Brenntag Southwest, Inc.  
Mr. Jim DeLozier  
Route 2 Box 352-200  
Nowata, OK 74048

“Liquid Chlorine”

Our records indicate the contract price is \$ 618.00 per ton and \$ 82.50 per 150lb. cylinders.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal contract for FY 2020/21. 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. *(see below)*  
 No, we are not able to continue the present contract without modification.

We agree to renew with a price of \$ 660 per ton.

Sign: Title: Industry Specialist – Water Treatment Date: May 26,



**Public Works Administration**

**R. Paul Streets,**  
**Public Works Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
 405-739-1061

**Patrick Menefee,**  
**City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
 405-739-1062  
 8730 S.E. 15<sup>th</sup> Street,  
 Midwest City, Oklahoma 73110

May 27, 2020

Brenntag Southwest, Inc.  
 Mr. Jim DeLozier  
 Route 2 Box 352-200  
 Nowata, OK 74048

“Water Treatment Coagulation Polymer”

Our records indicate the contract price is at a minimum of 30,360 pounds \$0.475 per pound or less than 15,180 pounds at \$0.482 per pound.

Dear Mr. DeLozier:

It is time to renew the Midwest City Municipal Authority contract for FY 2020/21. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets  
 Assistant Public Works Director

          X                Yes, we agree to continue the present contract ~~with~~ without modification.  
                                  **Current contract price \$ 0.525 per pound from 2019-2020**

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

Sign: \_\_\_\_\_ Title: Industry Specialist-Water Treatment Date: May 27, 2020



April 28, 2020

R. Paul Streets  
Assistant Public Works Director  
Public Works Administration  
Midwest City Municipal Authority  
8730 S.E. 15th Street  
Midwest City, OK 73110  
Phone: (405) 739-1066  
Fax: (405) 739-1090  
Email: [rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)

**RE: 2020-2021 SODIUM CHLORITE PRICING  
MIDWEST CITY MUNICIPAL AUTHORITY, OKLAHOMA  
Evoqua Quote No. Q200309SJ01**

Dear Mr. Streets:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

Although Evoqua has been able to hold your pricing over the years even though there have been increases in raw material, cost of labor, and cost of transportation. As justification for this increase, please see Appendix A. Beginning July 1, 2020 through June 30, 2021, the new unit price for AKTA K LOR 25 (Sodium Chlorite 25% Solution) will be \$0.54 per pound delivered in bulk shipments.

All other terms and conditions shall remain per the existing contract. Any applicable taxes due are not included.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (618) 616-1552 or via email at [Mark.McGuire@Evoqua.com](mailto:Mark.McGuire@Evoqua.com). We look forward to providing the "Best in Class" service for years to come.

Sincerely,

**Evoqua Water Technologies LLC**

*Mark McGuire*

Mark McGuire  
Technical Sales Representative

APPENDIX A

SUPPORTING DOCUMENTATION FOR SODIUM CHLORITE PRICE INCREASE

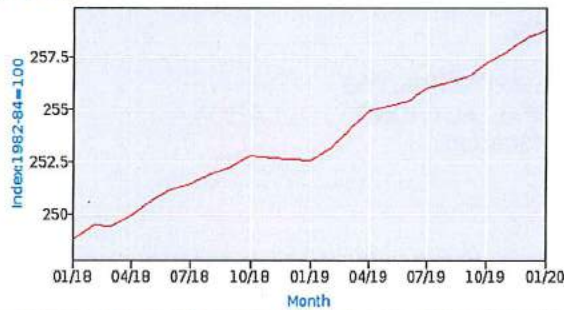
1. Cost of Labor:

The following table and graph show the Consumer Price Index from 2019-2020 to the present representing labor cost increases<sup>1</sup>:

Data extracted on: March 9, 2020 (2:54:53 PM)

**CPI for All Urban Consumers (CPI-U)**

Series Id: CUSR0000SA0  
 Seasonally Adjusted  
 Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2018	248.816	249.475	249.413	249.957	250.640	251.176	251.482	251.905	252.261	252.777	252.662	252.653		
2019	252.550	253.181	254.095	254.943	255.167	255.402	256.087	256.294	256.593	257.229	257.824	258.444		
2020	258.820													

As you can see from this data, the CPI has increased from 252.55 in January 2019 to 258.82 in January of 2020. This represents a 2.5% increase in the CPI. This data is also shown graphically. As this graph shows, over the past 24 months the CPI index has been steadily increasing and we expect this upward trend to continue over the next few years.

2. Cost of Transportation:

The next chart shows the other major cost increase we are facing which is transportation and freight costs. This is represented by Truck Transportation Services PPI increases<sup>2</sup>:

Data extracted on: March 9, 2020 (2:57:31 PM)

**PPI Industry Data**

Series Id: PCU4841--4841--  
 Series Title: PPI industry group data for General freight trucking, not seasonally adjusted  
 Industry: General freight trucking  
 Product: General freight trucking  
 Base Date: 200312



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	142.7	143.5	143.6	143.9	145.6	148.3	149.4	149.8	150.7	152.3	152.5	152.3
2019	152.8	152.2	151.6	150.4	151.7	152.1	151.0	151.0	150.8	150.6(P)	151.4(P)	152.5(P)
2020	153.0(P)											

P: Preliminary. All indexes are subject to revision four months after original publication.

One of the fastest rising costs for us is the PPI for Truck Transportation of Freight which has increased from 142.7 in January of 2018 to 153.0 in January of 2020. This represents an 7.2% increase in this PPI the past 24 months in costs for this area and we expect this upward trend to continue over the next few years.

### 3. Cost of Materials:

Finally, due to an increase in international sodium chlorite applications, demand increases are causing North American pricing to be very volatile. Therefore, much of the sodium chlorite market has seen the same increases we are experiencing. According to reports, the sodium chlorite market is expected to grow annually, on average, 5.94% for the period of 2018-2024.<sup>3</sup>



Public Works Administration  
R. Paul Streets,  
Public Works Director  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
405-739-1061  
Patrick Menefee,  
City Engineer of Public Works  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

May 26, 2020

Republic Services  
Ms. Chrystal Bennett  
Municipal Services Manager  
7540 SW 59<sup>th</sup> Street  
Oklahoma City, OK 73110

“Commercial Sanitation Service Of Roll Offs and Compactors”

Dear Ms. Bennett:

It is time to renew the City of Midwest City’s contracts for FY 2020/21. 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. <sup>MO</sup> - 3% PI

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

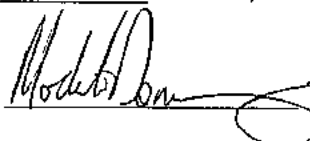
Sign:  Title: General Manager Date: 6/8/20

EXHIBIT A

**CITY OF MIDWEST CITY**  
**Effective July 1, 2020**

3. % Increase

<b>COMPACTOR UNITS</b>		
<b>NEW Equipment</b>		
	<b>*Haul Rate</b>	<b>Monthly Rental</b>
2 yd. Stationary		\$ 254.66
40 yard receiving container	\$ 229.19	\$ 78.82
30 yard self-contained compactor	\$ 229.19	\$ 333.49
35 yard self-contained compactor	\$ 229.19	\$ 333.49

<b>COMPACTOR UNITS</b>		
<b>Used Equipment</b>		
	<b>*Haul Rate</b>	<b>Monthly Rental</b>
2 yd. Stationary		\$ 191.60
40 yard receiving container	\$ 229.19	\$ 59.40
30 yard self-contained compactor	\$ 229.19	\$ 254.66
35 yard self-contained compactor	\$ 229.19	\$ 254.66

<b>ROLLOFFS</b>			
		<b>*Haul Rate</b>	<b>Monthly Rental</b>
30 yard rolloff	Trash	\$ 229.19	No Charge

\*All compactor and roll-off prices include up to 4 tons, anything over 4 tons will be charged at a rate of \$26.02 per ton.

Relocate Charge	\$75.00
Dry Run Charge	\$75.00
<b>Washouts</b>	
	<b>Rate</b>
R/O containers	\$ 121.17
Wal-Mart	\$ 242.32



June 11.2020

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, 2019, 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 2.9% increase from May 2019 through May 2020 (attached). Accordingly, the rates under your disposal agreement will increase by 2.90% per ton plus the state flow fee, effective July 1, 2020.

If you have any questions, please feel free to call me at (405)-520-3883.

Sincerely,

A handwritten signature in blue ink that reads "Rick Padgett".

Rick Padgett  
Manager, Public Sector Services  
Waste Management of Oklahoma, Inc



**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

**Series Id:** CUUR0000SEHG  
**Not Seasonally Adjusted**  
**Series Title:** Water and sewer and trash collection services in U.S.  
**Area:** U.S. city average  
**Item:** Water and sewer and trash collection services  
**Base Period:** DECEMBER 1997=100  
**Years:** 2010 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2010	166.857	168.078	168.521	169.116	169.825	169.745	171.156	172.491	172.833	173.360	174.094
2011	175.754	177.194	177.694	178.033	178.521	178.640	179.820	180.762	181.569	181.916	182.254
2012	183.984	185.499	186.280	187.473	187.788	188.489	189.750	191.927	191.833	192.370	192.921
2013	194.553	195.505	195.981	196.319	196.727	196.989	198.173	198.736	198.804	199.759	200.004
2014	201.169	202.149	202.657	203.084	203.124	203.396	205.022	206.171	206.363	207.633	208.562
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364
2020	248.846	249.751	250.359	250.673	250.921						

May 2020 250.921  
 May 2919 243.774  
 difference 7.15  
 $7.15/243.774 = 0.029$   
 2.9% increase



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

**Assistant City Manager**  
**Vaughn Sullivan**

[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

## Memorandum

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Assistant City Manger

Date: June 23, 2020

Subject: Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 20-21.

The Municipal Authority enters into an annual agreement with the Midwest City Branch YMCA that specifies what services each party is responsible for on an annual basis.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Vaughn K. Sullivan  
Assistant City Manager

Attachment: Services Contract

**SERVICES CONTRACT**  
City of Midwest City Parks & Recreation Department

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the YMCA of Greater Oklahoma City through the Midwest City YMCA Branch (hereinafter Sponsor) and the Midwest City Municipal Authority (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the football program (the program) in Midwest City at Doug Hunt Softball Complex. The days of programming will include Wednesday's, Thursday's and Saturday's depending on availability of the Complex. The term of this contract shall begin July 1, 2020 and end June 30, 2021. The Owner on an annual basis under the same terms and conditions may extend this contract. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (June 30). Written notice shall be provided at the following contact addresses:

OWNER Director of Parks and Recreation City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110 Or <a href="mailto:vsullivan@midwestcityok.org">vsullivan@midwestcityok.org</a>	SPONSOR YMCA of Greater Oklahoma City Midwest City YMCA Branch 2817N. Wood Crest Dr. Midwest City Ok, 73110 Or <a href="mailto:ASanford@ymcaokc.org">ASanford@ymcaokc.org</a>
--	--
  
2. It is expressly agreed that Owner shall be responsible for the following in addition to other responsibilities set forth in this contract:
  - a. Utilities (water, sewer, sanitation and electrical services);
  - b. Mowing and trimming of all City owned property both inside and outside of Doug Hunt Softball Complex;
  - c. Will inspect Doug Hunt Softball Complex and bring them up to playing standards. This includes fields and facilities;
  - d. Will make all necessary weed control and fertilization applications;
  - e. Provide meeting room space at Community Center subject to availability;
  - f. Will cross promote any related marketing/advertisement materials for the program;

3. It is expressly agreed Sponsor shall be responsible for the following in addition to the other responsibilities set forth in this contract:
  - a. Administration of league except those responsibilities of Owner as specified in Paragraph 2;
  - b. Collection of entry fees for leagues and tournaments;
  - c. Scheduling of tournaments, and communication of same to teams;
  - d. Rescheduling of leagues and tournaments, and communication of same to teams;
  - e. Cancellations;
  - f. Approval of rules;
  - g. Distribution/collection/updating of rosters and player cards;
  - h. Team sanctioning;
  - i. Purchase of trophies for leagues and tournaments;
  - j. Setting rates (includes entry fees, gate admission and concession);
  - k. Contracting with officials;
  - l. Fundraising;
  - m. Protests;
  - n. Coaches discipline;
  - o. Tournament administration;
  - p. Daily regular season and tournament field maintenance including any equipment and supplies needed;
  - q. Standings;
  - r. Employees, equipment, supplies, etc. for the operation of the gate collection;
  - s. Phones needed for operation of program, including rainout number;
  - t. Facility upkeep, which includes improvements at Doug Hunt Softball Complex,

existing and future buildings, existing and future additions to facilities;

- u. Conduct coaches background checks and coaches certifications and maintain copy of same for Owner's review;
  - v. insurance verification.
4. Owner will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the Sponsor's activity, provided that refuse is deposited in receptacles provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all park grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up twice weekly (schedule determined by agreement of Owner and Sponsor).
  5. Sponsor will not permit any activities to continue beyond the hour of midnight without prior approval from the City's Parks and Recreation Manager. All exterior lights except for security lights to be turned out within 15 minutes after the cessation of activities on the lighted fields.
  6. Sponsor will adhere to adopted bylaws of the organization and can be held accountable to do so or agreement can be terminated following guidelines set further in said agreement.
  7. Owner shall have a representative on any advisory board and or any subcommittee of the Sponsor concerning the program.
  8. It is expressly agreed that there will be an annual inspection of the facilities by Owner and Sponsor to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor and Owner.
  9. Owner shall furnish Sponsor with adequate sets of keys to the facilities. Only locks and keys supplied by Owner shall be used. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein at the contact addresses set out above. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Sponsor shall furnish Owner with keys to structures that contain only Sponsor equipment. Said keys will be kept in the Parks and Recreation Department office in the Midwest City Community Center. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
  10. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.

All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in Contact Addresses listed above.

11. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
12. This contract shall become effective on the 1st day of July, 2020, and shall continue in force and effect until midnight on the 30th day of June, 2021.

Agreed to and witnessed on this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES. II,  
CHAIRMAN  
CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
DAVID A. WARDE,  
CFO  
GREATER YMCA OF OKLAHOMA CITY

ATTEST:

\_\_\_\_\_  
SARA HANCOCK,  
SECRETARY  
CITY OF MIDWEST CITY, OKLAHOMA

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, CITY ATTORNEY  
CITY OF MIDWEST CITY, OKLAHOMA



NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION







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

TO: Honorable Chair and Trustees

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Review of the letter from Republic Services dated May 27, 2020 regarding retrieving additional recycling carts.

---

Recently, a curbside single-stream recycling audit was conducted by Republic Services. Midwest City personnel from the Solid Waste department accompanied staff from Republic Services over the course of a week to verify how many residents had more than one cart out at the curb. This effort was undertaken on the part of our contractor because those additional carts are not being paid for under the current contract and the “second” (2<sup>nd</sup>) cart is costing them money to service. A total of 256 additional or 2<sup>nd</sup> recycling cart(s) were noted during the audit and the letter recommends action based on one of two options:

“Option 1: Beginning July 1, 2020 we would ask that all additional carts be charged. We believe this will provide enough time to contact the customers regarding payment for the 2<sup>nd</sup> cart. If they do not want the cart, we will pick them up.”

“Option 2: Beginning July 1, 2020 we would pick up all carts.”

Charging for the 2<sup>nd</sup> cart is not currently in our ordinance or contract, and it would be difficult to manage the billing for the additional recycling cart since there is no official record of which customer may have received a 2<sup>nd</sup> cart. As such, we are choosing option 2 which will force Republic Services to make the effort to determine which carts need to be picked up and we will evaluate the feasibility of providing more than one recycling cart at the end of the current five (5) year contract which will end in 2023.

Respectfully,

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



7540 SW 59<sup>th</sup> Street, Oklahoma City, OK 73179  
www.republicservices.com

May 27, 2020

Mr. Tim Lyon  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Dear Mr. Lyon,

As you may be aware, Republic Services just completed an audit with the City of Midwest City for the recycling cart count. We have discovered that Midwest City was paying per home while Republic Services believed it to be per cart based on the pricing page of the contract. There were only 256 additional carts that had been set. While we know that it was not intentional on either side, we are asking for your assistance in correcting this issue.

We would like to propose 2 options for your consideration:

Option 1: Beginning July 1, 2020 we would ask that all additional carts be charged. We believe this will provide enough time to contact the customers regarding payment for the 2<sup>nd</sup> cart. If they do not want the cart, we will pick them up.

Option 2: Beginning July 1, 2020 we would pick up all carts.

We value and appreciate our relationship with the City of Midwest and look forward to resolving this issue.

Sincerely,

Modesto Dominguez  
Republic Services  
General Manager



## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 23, 2020 – 6:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration to approve the minutes of the June 9, 2020 regular meeting, as submitted. (Secretary - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: revenue/Investment Interest (90) \$1,660; expenses/Transfers Out (90) \$1,660. (Finance - C. Barron)
  3. Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2020 through June 30, 2021. (City Manager – T. Lyon)
- C. DISCUSSION ITEMS.
1. Discussion and consideration of establishing guidelines for the 2020 Midwest City Memorial Hospital Authority Board of Grantors COVID-19 Small Business Relief Program. (Economic Development - R. Coleman)
  2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance Director - C. Barron)
- D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. FURTHER INFORMATION.
1. Review of the June 2020 report from Capitol Decisions, Inc. (City Manager – T. Lyon)
- F. ADJOURNMENT.



CONSENT AGENDA



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

### Midwest City Memorial Hospital Authority Minutes

June 09, 2020

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

Chairman Matt Dukes called the meeting to order at 7:05 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration to approve the minutes of the May 26, 2020 regular meeting, as submitted.
2. Discussion and consideration approving the minutes of the special meeting on May 19, 2020, as submitted.

#### DISCUSSION ITEMS.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2020-2021 in the amount of \$717,013 for the Discretionary, \$1,732,360 for the Compounded Principal, \$519,500 for the In Lieu of-ROR Miscellaneous, \$433,090 for the Grants divisions, and \$1,645,843 for the Sooner Rose Tax Increment Financing.** After Council and Staff discussion, Byrne made a motion to approve Resolution HA2020-01, as submitted, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

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

#### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:07 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary



***Midwest City Memorial Hospital Authority***

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359

**MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: revenue/Investment Interest (90) \$1,660; expenses/Transfers Out (90) \$1,660.

This supplement is needed to increase budget for interest revenue and intrafund transfer due to loan reserve interest exceeding original fiscal year estimates.

---



Christy Barron  
Finance Director

# SUPPLEMENTS

**May 26, 2020**

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		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	Investment Interest	1,660			
90	Transfer Out			1,660	
		<u>1,660</u>	<u>0</u>	<u>1,660</u>	<u>0</u>

**Explanation:**  
To increase budget for intrafund transfers due to loan reserve interest exceeding original fiscal year estimates.



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

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 23, 2020

Subject: Discussion and consideration of approving the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2019 through June 30, 2020.

---

The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2020 through June 30, 2021. Modifications were made over the previous agreement to include a change in term from six to twelve months and an overall decrease in compensation.

Action on this item is at the discretion of the Authority.

A handwritten signature in black ink, appearing to read 'Tim L. Lyon', is written over a horizontal line.

Tim L. Lyon, City Manager



## CONSULTANT AGREEMENT

This agreement is executed this \_\_\_\_ day of June, 2020, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

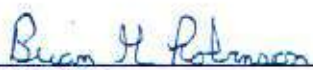
### IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

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. Reskovac. 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, 2020 and shall continue in effect until June 30, 2021 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 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.

(Seal)

  
\_\_\_\_\_  
ATTEST:

Capitol Decisions, Inc.  
800 Maine Avenue, SW, Suite 800  
Washington, DC 20024



\_\_\_\_\_  
H. Stewart Van Scoyoc, President

Midwest City Memorial Hospital Authority,  
a public trust  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110

(Seal)

\_\_\_\_\_  
ATTEST: Sara Hancock, Secretary

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

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

---

Heather Poole, City Authority

### Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

1. 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.
2. 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.
3. Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College and the Reed Center; improve public facilities and infrastructure throughout the City, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
4. 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.
5. 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.
6. Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
7. 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.
8. Consultant will provide written reports every six (6) months and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 23, 2020

Subject: Discussion and consideration of establishing guidelines for the 2020 Midwest City Memorial Hospital Authority Board of Grantors COVID-19 Small Business Relief Program.

---

Small business forms the backbone of the American economy and is responsible for an overwhelming percentage of new job growth. Government mandated closures recently taken to counter the spread of the COVID-19 virus resulted in significant hardships for small businesses throughout the country. Midwest City is home to hundreds of these establishments that were directly affected.

The Midwest City Memorial Hospital Authority (“Authority”) Board of Trustees expressed a desire to utilize funds traditionally budgeted for the Community Grants Program to help to local stores. The program already allows for spending on economic development endeavors, but the current unusual circumstances may warrant a total commitment of funding.

Staff created the attached program guidelines by providing prioritized assistance to those who appear to be most affected by mandated closures.

Please direct any question to Robert Coleman, City of Midwest City Director of Economic Development at (405) 739-1218.

Staff recommends approval.

Tim Lyon, General Manager/Administrator

Attachment: COVID-19 Small Business Relief Program Guidelines

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY BOARD OF GRANTORS**  
**COVID-19 DISASTER RECOVERY PROGRAM**  
FY 2020 - 2021



**MIDWEST CITY**  
Community Improvement  
**GRANT PROGRAM**

<b>Program Description</b>	<b>2</b>
<b>Application, Review Process</b>	<b>4</b>
<b>Terms &amp; Conditions</b>	<b>5</b>
<b>Tentative Schedule</b>	<b>7</b>

## Program Description

The COVID-19 Pandemic created several unforeseen hardships with potential long-term economic impacts. Government restrictions forced many local businesses to curtail operations or to shutter their doors altogether. Those who remained open often found it challenging to attract and retain sufficient labor necessary for curbside delivery. The Midwest City Hospital Authority's Board of Grantors ("BOG") seeks to remedy some of the virus' ill effects on the local economy by redirecting annual grant funds towards individual business assistance.

Most aid will be available in the form of cash grants. Other assistance may arrive in the form of reimbursement grants for advertising spent to recruit employees and/or to attract customers to Midwest City.

We will accept applications for assistance immediately. The first round of the program will continue until all funds are committed. Additional cycles may occur later, depending on the availability of funds. Participants must submit all required documentation in a timely fashion to remain in contention for funding. Failure to meet any requirement will delay consideration and could lead to disqualification.

Establishments meeting the minimum criteria are eligible to apply:

1. Publicly facing, for-profit, privately held Midwest City located businesses.
2. In business on or before March 1, 2020, and still in operation at least 40 hours per week.
3. Have applied for United States Small Business COVID Disaster Relief or PPP program(s).

Three categories were created based on the estimated impact on specific businesses. The highest amount of funding is set aside for public-facing, small employers who were forced to close the earliest. The lowest pool of cash is allotted to businesses who were included in a closure order but are not sales tax collecting/and or may have been able to work off-premises.

The categories are described as follows:

**Tier 1 Establishments.** Small, independent, sales tax producing businesses operating solely in Midwest City with limited means to deliver products and/or services. Includes, but is not limited to, the following North American Industry Classification Standard (NAICS) coded businesses:

713940	Fitness & Recreational Sports Center
713950	Bowling Centers
72241001	Drinking Places Alcoholic Beverages
72251	Restaurants and Other Eating Places

**Maximum Award: \$4000**

**Tier 2 Establishments:** Oklahoma-based for-profit small, independent sales tax producing businesses operating in Midwest City but with other units operating elsewhere in the state. Includes, but is not limited to, the following NAICS coded businesses:

713940	Fitness & Recreational Sports Center
72251	Restaurants and Other Eating Places

**Maximum Award: \$2000**

**Tier 3 Establishments:** Single-unit Midwest City operators that faced complete closure under state or local mandate. Includes, but is not limited to the following NAICS coded establishments:

6211	Offices of Physicians
6212	Offices of Dentists
62131	Offices of Chiropractors
62132	Offices of Optometrists
812111	Barber Shops
812112	Beauty Salons
812113	Nail Salons
81219	Other Personal Care Service
812910	Pet Care (Except Veterinary)

**Maximum Award: \$1500**

### **Grant Amount**

Individual funding within each category shall be weighted on criteria based on the following elements:

1. Amount of request and proposed use of funds. All funds **must** be spent at (the) Midwest City location(s), even if the establishment has other units operating elsewhere.
2. Total sales for the period beginning December 1, 2019, and ending on February 29, 2020.
3. Number of years operating in Midwest City.
4. Number of locations in Midwest City.
5. Number of employees.

### **Application, Review Process**

1. Download application from the City of Midwest City website (MidwestCityOK.org).
2. Minimal submittal to include the following completed documents:
  - A. Notarized Board of Grantors Application
  - B. IRS W-9 Form
  - C. Proof of Good Standing with the Oklahoma Secretary of State's Office
3. Submit documentation electronically to:  
[economic\\_development@CityofMidwestCityOK.org](mailto:economic_development@CityofMidwestCityOK.org) or via USPS to:  
Business Assistance Program  
c/o Economic Development Dept.  
City of Midwest City  
100 N Midwest BL  
Midwest City, OK 73110
4. Staff shall review all submittals to determine eligibility and to verify there are no outstanding debt(s) owed to the City or its authorities. Applicants must satisfy all City-related debts but may use grant funds for this purpose.



5. Applications meeting requirements will be forwarded to the BOG for consideration. Those submitting incomplete applications shall be notified of any errors, omissions, and/or disqualifications. Corrections must be received within one (1) week of notification, or the application will be deemed null and void.
6. The BOG shall evaluate applications before making a recommendation to the Hospital Authority. The Trustees will review the BOG's recommendations before approving or rejecting any grant. The entire process may be completed in as little as four weeks following the submittal of a qualified application.
7. Important Notes:
  - A. The applicant is responsible for the cost of preparing and submitting all documents. Once submitted, applications become the property of the Midwest City Memorial Hospital Authority.
  - B. Complete applications meeting program requirements shall be considered on a "first come, first served" basis. Postmarks do not constitute "received," and applicants are encouraged to follow up with a telephone call if they have not heard from Staff within five (5) days of applying.
  - C. Ownership name(s) and all address(es) must match on all documents. Payment will be issued to the name of the record on the IRS W-9 form.
  - D. Documents, once received, shall become public records, are subject to the Oklahoma Open Records Act, and will not be returned.
  - E. Applicants agree to abide by the Program's Terms and Conditions as stated herein. Decisions made by the Authority shall become final and are not subject to appeal.

## **Terms and Conditions**

### **Grant Terms, Conditions (All Tiers)**

1. Those receiving grant approvals will likely receive payment at their address of record, minus deductions for any outstanding debts owed to the City or its authorities, within 2 weeks of receiving the award.
2. Applicants are responsible for all liabilities associated with the program, including local, state, or federal taxes.
3. Applicants must submit receipts proving expenditures were used as requested within ninety (90) days of award.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

## Board of Grantors

Application for Business Assistance

**Business Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

#	Direction	Street	Suffix	Unit#
Midwest City,	OK			
<small>City</small>	<small>ST</small>	<small>Zip</small>		

**Business Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ **Extension:** \_\_\_\_\_

**Business Website:** \_\_\_\_\_

**Business' NAICS Code:** \_\_\_\_\_

**Authorized Applicant:** \_\_\_\_\_

First Name Last Name

**Mobile Telephone:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

**By signing this application, I attest:**

- \_\_\_ All information provided is true and correct to the best of my knowledge.
- \_\_\_ I am duly authorized to submit this request on behalf of the business identified above.
- \_\_\_ I understand and agree that I must provide documentation within 90 days of award proving funds received were used for the purposes identified on this application.
- \_\_\_ I understand that any money improperly spent must be repaid.
- \_\_\_ I understand and agree that any false information or failure to provide any required documentation will disqualify the Applicant and any establishment they represent to receive future funding from the Midwest City Memorial Hospital Authority, and that any funds received as a result of erroneous information must be repaid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
Applicant's Signature

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires: \_\_\_\_\_

**Business Information:**      **Time in Operation:** Years: \_\_\_\_\_ Months: \_\_\_\_\_  
**Legal Structure:**      \_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Corporation  
    \_\_\_\_\_ Limited Liability Corp.      \_\_\_\_\_ S-Corp.  
    \_\_\_\_\_ Partnership

**Have you applied for Federal assistance or any other type of grant program(s):**     Yes     No

**Applications(s) Status:**       Pending     Rejected     Approved

If approved, how much assistance did you receive in total: \$ \_\_\_\_\_

\_\_\_\_\_ Grant(s)      \_\_\_\_\_ Loans(s)      \_\_\_\_\_ Combination of Both

**LOSSES:**

What is the total loss of revenue in comparing receipts for March 1, 2019 through April 30, 2019 versus the same time in 2020? \_\_\_\_\_%

How to compute losses:

Receipts for 3/1/2019 – 4/30/2019:	\$ 45,000	$\$17,500 \div \$45,000 = 38.89\%$
Receipts for 3/1/2020 – 4/30/2020:	\$ 27,500	
Difference:	\$ 17,500	

**Do you own similar businesses in other communities?** YES NO **Total units owned:** \_\_\_\_\_  
 (Please describe other businesses owned on a separate sheet of paper and attach to this application.)

<b>Planned Expenditures Details:</b>	Rent or Mortgage:	\$ _____	.00
	Other Debt Service:	\$ _____	.00
	Personnel or Benefits:	\$ _____	.00
	Materials or Supplies:	\$ _____	.00
	Contract Labor:	\$ _____	.00
	Utilities:	\$ _____	.00
	Advertising:	\$ _____	.00
	Other*:	\$ _____	.00
	*(Attach details)		
	<b>Total Request:</b>	<b>\$ _____</b>	<b>.00</b>

**Please Attach The Following Documents:**

- \_\_\_\_\_ A signed statement explaining how obtaining this grant will affect the future of your business in Midwest City.
- \_\_\_\_\_ A Certificate of good standing from the Oklahoma Secretary of State (Order at: <https://www.sos.ok.gov/corp/order/orderDefault.aspx>)
- \_\_\_\_\_ Completed Internal Revenue Service Form W-9



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

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: June 23, 2020

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

---

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Christy Barron  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION





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## MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 23, 2020

Subject: Review of the June 2020 report from Capitol Decisions, Inc.

---

Per my request, J. R. Reskovac has supplied a June 2020 report for your review.

A handwritten signature in black ink, appearing to read 'Tim L. Lyon', written over a horizontal line.

Tim L. Lyon, City Manager



## Capitol Decisions, Inc. Activity Report on behalf of the Midwest City Memorial Hospital Authority June 2020

Capitol Decisions, Inc. (CDI) continues work on behalf of Midwest City in several important areas:

- Inclusion of the City's Section 219 Water System Booster Pump Station and Storage Reconstruction Project in the Fiscal Year 2021 Corps of Engineers Civil Works Plan;
- The rehabilitation of Interstate 40 East and the reconstruction of the I-40 and Douglas Interchange in Eastern Oklahoma County;
- Assistance to Firefighter Grant (AFG) application due to special appropriation due to the CARES Act as well as a Micro Grant for the same program;
- Monitoring and pursuing additional federal funding opportunities to enhance the quality of life in Midwest City through Department of Defense grant funding to enhance infrastructure, as well as other grant programs that have been developed due to the COVID-19 epidemic.

CDI was successful in obtaining a \$2 million authorization in the 2007 Water Resources Development Act (WRDA) for water related infrastructure for the City. Since that time, we continue to engage Senator Jim Inhofe (R-OK), Chairman of the Senate Environment and Public Works (EPW) Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers on four occasions to have pump station funding included in the Corps' FY19 Work Plan. We worked with Sen. Inhofe's office, City staff, and the Corps in submitting a Section 7001 modification. I am pleased to report that the modification request has been included in the Chief's Report, indicating that the Corps has determined that this project has met the five criteria for funding. Prior to its release, Sen. Inhofe was successful in including a legislative provision to bolster this project in the Senate version of America's Water Infrastructure Act (AWIA).

CDI and Midwest City had two goals regarding water resources projects: 1) to extend the WRDA project authorization, which has been achieved in the Senate bill through 2024; and 2) to increase the authorization amount, which has been accomplished as well, the federal share increasing from \$2 million to \$5 million dollars, for a total project cost of \$6.25 million—I have attached the project reference in the Chief's report for your review. After passage of the AWIA bill, we will be also continuing to advocate for inclusion in the FY 2021 Civil Work Plan, which is made much more probable given its inclusion in the FY 2020 Chief's report. This is a milestone development in pursuit of this funding.

The rehabilitation of I-40 and reconstruction of the I-40 Douglas Interchange is critical to the further economic wellbeing of Eastern Oklahoma County. For FY 2020, the U.S. Department of Transportation accepted applications for INFRA grants to enhance infrastructure. We continue to work with the Oklahoma Congressional delegation to have projects of interest to Eastern Oklahoma funded. I am happy to report that the Oklahoma Department of Transportation (ODOT) has submitted the Douglas Interchange project for consideration for the FY20 INFRA Grant program. The winners of this \$64 million request, in which I have attached the project summary, should be announced later this summer. As you know, the President and Congress are still discussing the introduction of a larger infrastructure funding bill later this fall, if a funding mechanism can be agreed upon. We have expressed the City's desire to work with the Oklahoma Congressional delegation to continue identify and construct highway projects



of interest to the City, should Congress and the President agree to move forward with a larger infrastructure package.

The City has also applied for FY19 funds for two Assistance for Firefighters (AFG) grants to assist the Midwest City Fire Department (MCFD). One grant for the Staffing for Adequate Fire & Emergency Response (SAFER) Grants program in the amount of \$332,938.95 payable over 3 years, has been awarded. I have attached the Congressional support letter that we drafted and sent to FEMA in support of this application. This award will utilize funds to hire additional firefighters. The other application is for a Micro Grant within the AFG program to purchase Automated External Defibrillators (AEDs) for MCFD fire prevention vehicles. As you are aware, the AFG grants are awarded on a rolling basis, so we anticipate some type of notification on this grant award in the fall. CDI also drafted a letter of support from the Oklahoma delegation to FEMA in support of the Micro Grant, which we have attached for your convenience.

MWCFD has an additional grant funding opportunity, given the passage of the CARES Act in late March provides \$100 million for additional AFG grants. We are working with the City to help promote their project through Congressional support letters and contact with FEMA.

Both the House and Senate Armed Services Committees included a provision last year in their respective defense authorization bills to establish the Defense Community Infrastructure Program (DCIP). This grant opportunity, initially authorized at \$100 million, allows communities to apply for grants to help assist their neighboring military installation. Funding can be utilized for schools, road, sewer, and utility infrastructure projects. Other eligible projects include telecommunications, and police, fire, and emergency response.

The DCIP program funding opportunity has been [posted](#) on grants.gov. The Secretary of Defense decided to provide tiered priority to certain types of projects for this first round of consideration. Given only \$50 million is available this fiscal year, the City is has decided to fine tune an application with Tinker Air Force Base community input for the FY 2021 cycle. CDI will advocate for Midwest City's DCIP grant application with elected officials and Department of Defense personnel as well as help in framing the request to ensure success when submitted in the next round.

Special appropriation has been provided to the Economic Development Administration (EDA) for projects that create jobs and bolster workforce development. A Notice of Federal Funding Opportunity (NOFO) has been [issued](#). There are no restrictions for eligibility and each EDA region will be provided \$250 million for award distribution. I know that City staff has already been in contact with EDA officials. CDI was able to provide the NOFO information Midwest City prior to its release.

We trust the COVID-19 updates have been helpful, and we have been providing additional information in a variety of areas, including the Payroll Protection Program and tax areas. We continue to promote local revenue relief in the next package, which will allow Midwest City to apply for funding to mitigate tax revenue loss due to the pandemic and update the City Manager regularly on the stimulus package process. We have been told that this fourth stimulus package will be the last bill aimed to stimulate the economy.

We appreciate the continued confidence you place in us and look forward to our continued work together.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J.R. Reskovic". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J.R. Reskovic  
Principal, Capitol Decisions, Inc.

2020 Report to Congress on Future Water Resources Development

February 2020

2020 Main Report Table

Name of Proposal	State(s)	Non-federal interest	Proposal Type	Purpose (Summarized from Proposal)	Benefits (Summarized from Proposal)	Estimated Federal Cost*	Estimated Non-Federal Cost*	Total Estimated Cost*	Requirements for Implementation (All must be authorized by Congress in law and receive appropriations in law)
DeSoto County Regional Wastewater Infrastructure Program	MS	DeSoto County Regional Utility Authority	Modification to an existing USACE Environmental Infrastructure Program authority	The purpose of this modification is to increase authorization from \$75 million to \$330 million in order to construct infrastructure elements that are part of the overall master facilities for DeSoto County. Specifically, pipelines and pump stations to consolidate wastewater flows to proposed treatment facilities would be constructed.	The additional funding will help the local authority to: (1) protect both public health and environmentally sensitive areas within the County from impairment due to wastewater discharges; (2) provide the necessary wastewater infrastructure to serve both the existing and rapidly growing populations in the County; (3) reduce the number of wastewater discharge points within the County; (4) structure a plan of improvement that will maximize accessibility to available sources of capital funding through local, private, State, and Federal sources; and (5) identify the optimum institutional framework within which a proposed regional wastewater system can operate.	\$54,952,500	\$38,817,500	\$73,770,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Sections 201(c)(2) and (e)(1), Jackson County, Mississippi Environmental Infrastructure Program	MS	Jackson County, MS	Modification to an existing USACE Environmental Infrastructure Program authority	This proposal seeks to increase the spending limit for the Jackson County Mississippi Environmental Infrastructure (EI) Program under Section 201(e)(1), as amended, from \$32.5 million to \$57.5 million. The proposal also requests an amendment to the existing authorization to include stormwater and drainage systems, and beach replenishment authorized projects in the program.	In general, the Jackson County is low lying and flat, which often presents difficulty in the transport of stormwater. During extreme weather events, the area is often subject to flooding of roadways and structures. Improvement of stormwater systems within the county could reduce life safety risks due to flooding.	\$49,125,000	\$14,375,000	\$57,500,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Ostapa River Basin Flood Risk Management and Ecosystem Restoration Study	MS, AL	Jackson County, MS	New feasibility study authority	Flooding in the Ostapa River Basin is a recurring issue that significantly impacts the economic viability of the region. This proposal requests a feasibility study to identify and assess options for federal and state authorities to work together to establish various programs and regulations and implement projects aimed at addressing the risks posed by riverine flooding, coastal storm surge, and dam failure, and implementing and improving water quality monitoring and reporting.	Jackson County, MS, has experienced almost \$2.8B in property damage since 1988. Recent historical records document a 8' crest due to riverine flooding. The proposed feasibility study would address options for mitigating the impacts of storm surges and flooding.	\$3,500,000	\$1,000,000	\$3,000,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Midwest City Improvements to Water Related Infrastructure - Modification Project	OK	Midwest City, OK	Modification to an existing USACE project authority	The purpose of this proposal is to update the authorized cost for the project. This project was originally authorized in 2007 for a total federal cost of \$3 million. This proposal seeks to update the total federal cost to current estimated cost of the proposed project features, which includes an above ground storage tank.	This project is expected to significantly increase drought-resilience of the Midwest City's water supply. The potential value for an increase of production due to losses with Lake Thunderbird raw water quality, intake and/or transmission line changes from the 13 miles of new water pipeline, or at the water treatment plant itself. Completing Phase II of the Water Booster Project would provide the City's water system the ability to supply average day demands for a two-day period in the event water production from Lake Thunderbird is interrupted.	\$5,000,000	\$1,250,000	\$6,250,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Lake Marion and Moatzie, SC - Modification	SC	Lake Marion Regional Water Agency	Modification to an existing USACE Environmental Infrastructure Program authority	The purpose is to modify the existing authorization for Lakes Marion and Moatzie, SC, for water supply through the Lake Marion Regional Water System Project. Specifically, this proposal seeks to increase the federal authorization limit for the Lakes Marion and Moatzie, SC, project by \$13,875,000 to \$109,025,000. The project will provide a reliable regional water and wastewater system to a mid-coast, economically disadvantaged area of South Carolina. It is integral to the region's strategic efforts to improve the quality of life and the environment and provide infrastructure necessary for community and economic development. The increase project-specific authorization limit is necessary to continue the planned construction phasing of the project because the Federal share of total project costs for system completion is projected to exceed the current limit.	The Lakes Marion and Moatzie, SC, environmental infrastructure program supports regional economic development and job growth in a multi-county, economically disadvantaged area along the I-95/I-26 corridor in South Carolina. This area has decreased the expenditures and increased health disparities, including elevated cancer incidence rates, among its residents due to the frequent use of compressed groundwater. The project will improve property insurance ROI ratings, which contributes to significant annual insurance premium savings. The project is providing jobs for local American factory and its suppliers with access to potable water. The project will also supply industrial sites that are helping to support the international supply chain needs of multiple port-related business segments.	\$8,475,000	\$6,625,000	\$15,000,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Transfer Operation and Maintenance of the Mississippi River Project Flood Levees and Floodwalls to the U.S. Army Corps of Engineers that are owned by the City of Memphis and Shelby County, Tennessee	TN	City of Memphis	Modification to an existing USACE project authority	This proposal seeks to amend the Mississippi River and Tributaries Program to incorporate the Memphis Wolf River Backwater and Natchez Trace Creek levee systems for the purposes of operations and maintenance.	The Mississippi River and Tributaries program provides flood control to the north, south and east of Memphis. The estimated value of structures in the area protected is over \$3 billion. The current proposal would shift floodlighting and major maintenance to USACE, but minor maintenance would remain the city's responsibility.	\$1,225,000	\$1,225,000	\$2,450,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
El Paso Water Utility Environmental Infrastructure	TX	El Paso Water Utility	Modification to an existing USACE Environmental Infrastructure Program authority	This proposal requests an increase in the Federal appropriations ceiling of \$25M for the authority contained in Section 210 of WRDA 1992, as amended by Section 358 of WRDA 2007 and, in particular, subsection (6)(i) that states: "EL PASO COUNTY, TEXAS-\$25,000,000 for water related infrastructure and resource protection, including stormwater management and development El Paso County, TEXAS". The proposal requests to increase the authority for El Paso County, TX by an additional \$20 million for a total Federal limit of \$25 million.	The projects implemented under this authority to date include water and wastewater infrastructure that provide clean and safe drinking water for residents and businesses in El Paso County. Future projects include environmental infrastructure, as well as improvements to existing stormwater infrastructure to prevent local flooding.	\$50,000,000	\$12,500,000	\$62,500,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Comprehensive Regional Coastal Storm Risk Management Study: City of Virginia Beach and Surrounding Areas	VA, NC	City of Virginia Beach	New feasibility study authority	This proposal requests a new feasibility study to evaluate existing conditions and investigate structural and structural coastal storm risk management measures that complement the constructed Old World projects within the City of Virginia Beach and reduce damages not currently addressed by those projects and in other unprotected areas within the city. The measures evaluated will be consistent with the North Atlantic Coastal Comprehensive Study. A large portion of the densely populated, highly urbanized area lies below 15 feet referenced to North American Vertical Datum of 1988. The low elevations place the region at risk from flooding due to high tides, nor'easters, tropical storms, and hurricanes. Relative sea level rise and land subsidence, including the effects of regional groundwater withdrawals, will exacerbate future flooding.	The City of Virginia Beach has estimated that the project could provide \$2.54 billion structural, content and avoided displacement benefits. There are 24,000 residential and 4,000 commercial for a 500-year flood event with an approximate structural value of \$4 billion. Situated at the mouth of the Chesapeake Bay with water on two sides of the city, it is inherently vulnerable to coastal events including severe storms. The study area includes critical infrastructure at risk for flooding such as sanitary sewer pump stations, fire and emergency medical service stations, and military infrastructure.	\$1,500,000	\$1,500,000	\$3,000,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Lower Columbia River Turning Basins	WA, OR	Ports of Portland, Vancouver, Naima, & Longview	Modification to an existing USACE project authority	The proposed project would evaluate turning basins for the Columbia and Lower Willamette River Federal Navigation on the river to improve efficiency of commodity movement and safety of vessels transiting the system, in light of changes that have occurred since completion of the deepening study in 2009 and construction completed in 2010. The sponsor ports and users of the system identified problematic areas at 3 different locations. These areas are generally located within the river near Vancouver and Longview, WA, and the Lower Main's reach of the channel. The turning basin improvements, consisting of general navigation features, range from changes in the authorized boundary with no individual change in O&M to an additional turning basin with an estimated 10,000 cubic yards annual increase in O&M.	Since the completion of the Columbia River federal navigation channel from 40 to 48 feet in 2006, annual cargo through the system is over \$2 million tons, valued at more than \$21 billion, with upgrade investments over \$900M at Ports & local facilities. Cargo volumes increased 37.4% in less than 10yrs. The vessel fleet has changed since completion of the 1999 feasibility study, with deeper-drafted vessels increasingly utilizing the system. This increased activity requires modifications to the current system to allow deeper-drafted vessels to fly safely. A quantitative assessment of operational & efficiency gains has not been completed yet, qualitative information exists to justify justification for a study to look at improvements and determine federal interest in modifications.	\$1,500,000	\$0	\$1,500,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Section 571 Central WV Environmental Infrastructure Program	WV	West Virginia Region VII Planning and Development Council	Modification to an existing USACE Environmental Infrastructure Program authority	The authorized ceiling of the Section 571 Program is limited to \$20 million and 80% of these funds have been utilized. While Section 571 funds have provided safe drinking water and improved sanitary sewer systems, WV Infrastructure & Jobs Development Council has identified over \$300 million in additional water and wastewater needs within central WV.	Section 571 has assisted 24 projects by providing clean water or sanitary sewer to over 2,000 homes and businesses. However, a great need for additional infrastructure improvement remains. WV Infrastructure & Jobs Development Council has identified over \$300 million in existing needs in central WV. Environmental and socio-economic issues in the area include public health hazard contaminated drinking water and failing sewer systems, aging populations, low per capita income, and increasing environmental resources. Extreme weather events and increasing demands are putting more pressure on existing systems - inhibiting economic development. The current Section 571 funding limits the Federal funding available to address infrastructure needs imperative to public health and environmental integrity in the region.	\$20,000,000	\$6,700,000	\$26,700,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.

\*As identified by non-federal interests in their proposals

Escatawpa River Basin Flood Risk Management and Ecosystem Restoration Study	MS, AL	Jackson County, MS	New feasibility study authority	Flooding in the Escatawpa River Basin is a recurring issue that significantly impacts the economic viability of the region. This proposal requests a feasibility study to identify and assess options for federal and state authorities to work together to establish various programs and regulations and implement projects aimed at addressing the risks posed by riverine flooding, coastal storm surge, and dam failure, and implementing and improving water quality monitoring and reporting.	Jackson County, MS, has experienced almost \$2.8B in property damage since 1998. Recent historical records document an 8' crest due to riverine flooding. The proposed feasibility study would address options for mitigating the impacts of storm surges and flooding.	\$1,500,000	\$1,500,000	\$3,000,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Midwest City Improvements to Water Related Infrastructure - Modification Project	OK	Midwest City, OK	Modification to an existing USACE project authority	The purpose of this proposal is to update the estimated cost for the project. This project was originally authorized in 2007 for a total federal cost of \$2 million. This proposal seeks to update the total federal cost to current estimated cost of the proposed project features, which includes an above ground storage tank.	This project is expected to significantly increase drought resiliency of the Midwest City's water supply. The potential exists for an interruption of production due to issues with Lake Thunderbird raw water quality, intake and/or transmission challenges from the 19 miles of raw water pipeline, or at the water treatment plant itself. Completing Phase II of the Water Booster Project will provide the City's water system the ability to supply average day demands for a two-day period in the event water production from Lake Thunderbird is interrupted.	\$5,000,000	\$1,250,000	\$6,250,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.
Lake Marion and Maultrie, SC - Modification	SC	Lake Marion Regional Water Agency	Modification to an existing USACE Environmental Infrastructure Program authority	The purpose is to modify the existing authorization for Lakes Marion and Maultrie, SC, for water supply through the Lake Marion Regional Water System Project. Specifically, this proposal seeks to increase the Federal authorization limit for the Lakes Marion and Maultrie, SC, project by \$19,875,000 to \$101,425,000. The project will provide a reliable regional water and wastewater system to a multi-county economically disadvantaged area of South Carolina. It is integral to the region's strategic efforts to improve the quality of life and the environment and provide infrastructure necessary for community and economic development. The increased project-specific authorization limit is necessary to continue the	The Lakes Marion and Maultrie, SC, environmental infrastructure program supports regional economic development and job growth in a multi-county, economically disadvantaged area along the I-95/I-26 corridor in South Carolina. This area has decreased life expectancies and increased health disparities, including elevated cancer incidence rates, among its residents due to the frequent use of compromised groundwater. The project will improve property insurance ISO ratings, which contributes to significant annual insurance premium savings. The project is providing Volvo Cars' first American factory and its suppliers with access to stable water. The project will also supply industrial sites that are helping to	\$19,875,000	\$6,625,000	\$26,500,000	To obtain Administration support for implementation, the Secretary, or other appropriate official, must approve a current decision document, including obtaining the Administration's position on the project, and, if appropriate, transmit the decision document and/or the Administration's position to Congress.

# I-40 DOUGLAS BOULEVARD INTERCHANGE AND CORRIDOR IMPROVEMENTS

Oklahoma City, Oklahoma

Supporting information can be found at:

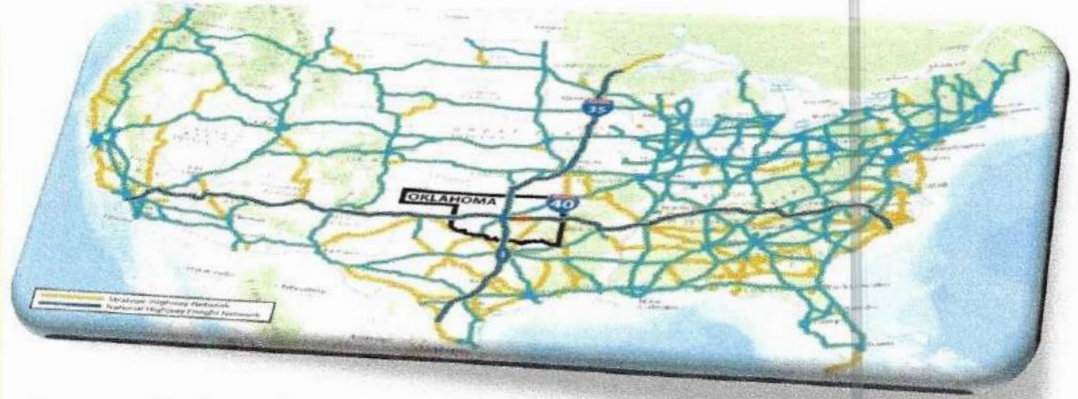
[https://www.ok.gov/odot/Progress\\_and\\_Performance/Federal\\_Grant\\_Awards/INFRA\\_Grants/2020\\_I-40-Douglas.html](https://www.ok.gov/odot/Progress_and_Performance/Federal_Grant_Awards/INFRA_Grants/2020_I-40-Douglas.html)

**ODOT Contact:**

Daniel Nguyen, Project  
Management Division Manager,  
ODOT

(405) 522-3618

email: [dnguyen@odot.org](mailto:dnguyen@odot.org)



**Sponsor: Oklahoma Department of Transportation**  
Previously submitted for INFRA under the title "I-40 Douglas Boulevard Interchange Reconstruction and Related Widening."

<b>INFRA Request:</b>	\$64,264,461	• Future eligible costs spent on components on NHFN	\$107,107,435
<b>Federal Funds (excluding INFRA):</b>	\$0	• Future eligible costs spent on components on NHS	\$107,107,435
<b>Non-federal funds:</b>	\$42,842,974	• Future eligible costs spent on railway-highway grade crossings or	\$0
<b>Future Eligible Costs:</b>	\$107,107,435	• Future eligible costs spent on intermodal or freight rail projects, or within a public or private freight rail, water, or intermodal facility	\$0
<b>Previously Incurred Cost:</b>	\$5,363,422	<b>Inclusion in Planning Documents:</b>	
<b>Total Project Cost:</b>	\$112,470,857	• TIP:	NO*
• Matching funds restricted to specific project component?	NO	• STIP:	NO*
<b>State:</b>	Oklahoma	• MPO LRTP:	YES
<b>Size of project:</b>	Large	• State LRTP:	YES
<b>Urbanized Area (UA):</b>	Oklahoma City	• State Freight Plan:	YES
<b>UA population, 2010 Census</b>	861,505	<b>In Opportunity Zone?</b>	NO

\* The most current STIP and TIP extend through 2023. The I-40/Douglas Interchange project is programmed in ODOT's 8 Year Work Plan in 2025. With INFRA funding, the project will be added into the TIP and STIP and advanced in the Work Plan.



**Congress of the United States**  
**Washington, DC 20515**

April 12, 2019

Hon. Pete T. Gaynor  
Acting Administrator, Federal Emergency Management Agency (FEMA)  
U.S. Department of Homeland Security  
500 C Street, SW, Room 828  
Washington, DC 20472

Dear Acting Administrator Gaynor,

As you know, Midwest City Fire Department (MWCFD) in Midwest City, Oklahoma, submitted an application for a 2018 SAFER Grant, (EMW-2018-FH-00195), under the Federal Emergency Management Administration's Staffing for Adequate Fire & Emergency Response grant program. If approved, MWCFD would use these funds to hire three additional firefighters.

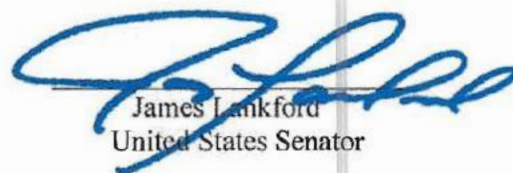
MWCFD frequently provides mutual aid for its neighboring community of Del City and often receives mutual aid from Tinker Air Force Base. However, since 2004, the Department has had to reduce its firefighter force. If granted, MWCFD would use these funds to achieve 100% compliance with National Fire Protection Association staffing standards and reduce the need for additional aid that can result in delayed response time for secondary calls.

We are confident MWCFD would use this grant to provide firefighting personnel vital to the Midwest City community. We ask that you give every consideration to MWCFD's submission. Thank you for your attention to this important matter. Should you have any questions, please contact Jake Hinch, [Jake.Hinch@inhofe.senate.gov](mailto:Jake.Hinch@inhofe.senate.gov), Phillip Moran, [Phillip.Moran@lankford.senate.gov](mailto:Phillip.Moran@lankford.senate.gov), or Maria Bowie, [Maria.Bowie@house.mail.gov](mailto:Maria.Bowie@house.mail.gov).



James M. Inhofe  
United States Senator

Sincerely,



James Lankford  
United States Senator



Tom Cole  
Member of Congress

# Congress of the United States

Washington, DC 20510

April 15, 2020

Honorable Peter T. Gaynor  
Administrator, Federal Emergency Management Agency (FEMA)  
United States Department of Homeland Security  
500 C Street SW, Room 828  
Washington, D.C. 20472

Dear Administrator Gaynor,

We write on behalf of the Midwest City, Oklahoma Fire Department (MWCFD) and ask that you give every consideration of their application for a Micro Grant (application number EMW-2019-FG-07556) under the Assistance to Firefighters Grant (AFG) Program for the purchase of nine Automated External Defibrillators (AEDs).

The MWCFD's AED fleet is aging out and the current AED's are not compatible with regional providers that all use the same family of products. Additionally, MWCFD's AED models have various technological deficiencies, and the fire administration office does not have any AED's, despite documented cases of citizens seeking out the office in desperate need of an AED. If awarded the grant, the MWCFD would ensure that the new AED's are compatible with area providers and would allocate them for use within the fire administration office and other areas of need.

If awarded this grant, the MWCFD would be better positioned to offer a higher standard of care to its citizens. Thank you for your consideration of this request, and please do not hesitate to contact Jake Hinch (Jake\_Hinch@inhofe.senate.gov), Phillip Moran (Phillip\_Moran@lankford.senate.gov), or Maria Bowie (Maria.Bowie@mail.house.gov) on our staff should you have questions. We look forward to hearing from you.

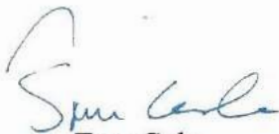
Sincerely,



James M. Inhofe  
United States Senator



James Lankford  
United States Senator



Tom Cole  
Member of Congress





## ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

June 23, 2020 – 6:03 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Commissioners, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Commissioners, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the April 28, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  2. Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending June 30, 2020. No action is necessary; this item is presented for informational and discussion purposes only. (City Manager - T. Lyon)
  3. Discussion and consideration of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2020-21 for \$3,000 per month to implement economic development events in the City of Midwest City. (City Manager - T. Lyon)
  4. Review of the Convention and Visitors Bureau Quarterly Activity Report for the period ending June 30, 2020. No action is necessary; this item is presented for informational and discussion purposes only. (Communications and Marketing - C. Koos)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Commission on any Subject not scheduled on the Regular Agenda. The Commission shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Commissioners will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COMMISSION ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSIONERS.**
- D. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)
- E. ADJOURNMENT.





CONSENT AGENDA



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

## **MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION MINUTES**

April 28, 2020 – 6:03 PM

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

Chairman Matthew Dukes, called the meeting to order at 6:30 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary, Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: None

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

1. Discussion and consideration of approving the minutes of the regular meeting of January 28, 2020, as submitted.
2. Review of the Convention and Visitors Bureau Quarterly Activity Report for the period ending March 31, 2020. No action is necessary; this item is presented for informational and discussion purposes only.
3. Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending March 31, 2020. No action is necessary; this item is presented for informational and discussion purposes only.

### NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:30 PM.

ATTEST:

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Matthew D Dukes II, Chairman

---

Sara Hancock, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Commissioners  
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending June 30, 2020. No action is necessary; this item is presented for informational and discussion purposes only.

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The Midwest City Chamber of Commerce has provided the attached report.

Tim Lyon, City Manager

**Midwest City Chamber of Commerce**  
**Quarterly Report**  
**Tuesday June 9, 2020**

The following is a quarterly report of the Midwest City Chamber of Commerce staff's economic development activities for the quarter ending June 30, 2020.

Due to COVID-19 the staff worked remotely from March 23 through May 3rd, therefore this report shows less activity than normal, and reflects through June 5, 2020, rather than June 30, 2020.

April 1 through May 3, 2020: Chamber Executive Director and staff participated in numerous COVID-19 informational, virtual teleconferences with the State Chamber, OKC Chamber, and the Oklahoma City County Health Department, Congressman Tom Cole, Senator James Lankford, and Senator Jim Inhofe. This information was continually forwarded to our Chamber membership and city officials regarding updates during the beginning stages of the pandemic.

Chamber staff created a working list of community businesses, services, hours of operations and needs. The list was made available on the Chamber's website and Facebook. Chamber staff continually reached out to the small business members during this time.

Wednesday, April 1, 2020: The Chamber placed a full page ad in the MWC Beacon in support of the businesses of our community during the COVID-19 pandemic.

Tuesday April 7, 2020: Chamber staff participated in a teleconference with TAFB Senior leaders and the TAP Committee regarding the 2020 Tinker and the Primes Conference.

Tuesday April 14, 2020: Chamber Staff assisted and promoted AllianceHealth Midwest with the "Shine the Lights" event, honoring and supporting the hospital staff.

Tuesday April 21, 2020: Chamber staff participated in a teleconference with the 2020 Tinker and the Primes committee.

Friday April 24, 2020: Chamber Executive Director and Midwest City Economic Development Director held a telecom to discuss establishing guidelines for the 2020 Midwest City Memorial Hospital Authority Board of Grantors COVID-19 Small Business Relief Program.

Monday April 27, 2020: Chamber staff held a teleconference with TAP Project Manager regarding Tinker and the Primes.

Tuesday, April 28, 2020: Chamber staff held a teleconference with MWC Parks and Rec Personnel regarding the Senior Door Decorating Competition, Tribute to Liberty and Veteran's Day Parade.

Friday, May 1, 2020: Chamber Director and Administrative Assistant remotely drafted and finalized support letters for the Vision 23 and Air Depot Corridor Improvement Plans and forwarded them to Economic Development Director Robert Coleman.

Tuesday May 5, 2020: Chamber staff participated in a teleconference with TAFB Senior leaders and the TAP Committee regarding the 2020 Tinker and the Primes Conference.

Wednesday May 6, 2020: Chamber staff created a positive marketing strategy for businesses in order to help enhance economic growth in our area during the pandemic. The slogan is "We can work it out." Businesses were encouraged to participate by sending photos or videos to the Chamber to promote on Social Media and marketing emails and to be published in the Midwest City Beacon.

Tuesday May 19, 2020: Chamber staff participated in a teleconference with the Veteran's Day Parade Committee.

Chamber staff held a teleconference with TAP Project Manager regarding Tinker and the Primes.

Monday June 1, 2020: Chamber staff completed and sent the request for the F-16 Flyover for the 2020 Veteran's Day Parade.

Tuesday June 2, 2020: Chamber staff participated in a teleconference with TAFB Senior leaders and the TAP Committee regarding the 2020 Tinker and the Primes Conference

Wednesday June 3, 2020: Chamber staff met at the Reed Center with Faryn Atchison regarding Social Distancing guidelines and maximum capacity for 2020 Tinker and the Primes for DOD requirements.

Thursday June 4, 2020: Chamber staff hosted our Community-Partner Marketing group which included the City of Midwest City, Mid-Del Schools, Rose State College, and AllianceHealth Midwest. Also attending was Thomas Lewis, Field Representative for Congressman Tom Cole, TAFB representative was unable to attend.

Friday June 5, 2020: Executive Director met with Mayor Matt Dukes regarding updated Chamber activities, Tribute to Liberty, Veteran's Day Parade and Reception, the Hospital Grant Small Business proposal, and etc.

As of Tuesday June 8, 2020: Chamber staff has secured 61 booths out of 66 available for the 2020 Tinker and the Primes Conference.

Due to the growth of TAP, Chamber staff continues to work and plan this event throughout the entire year.

Chamber staff is preparing the sale of advertising for the I-40 East Billboard Campaign.

Chamber staff has re-scheduled the remaining Leadership MWC classes to resume August 27, 2020, which includes Fire & Police, Economic Development, TAFB, AllianceHealth Midwest, and Nonprofit organizations.

Chamber staff continues to provide information, referrals and support for the continued efforts of economic development.

Bonnie Cheatwood  
Executive Director  
Midwest City Chamber of Commerce



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

MEMORANDUM

TO: Honorable Chairman and Commissioners  
Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Discussion and consideration of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2020-21 for \$3,000 per month to implement economic development events in the City of Midwest City.

The attached contract is for services between the City and the Chamber of Commerce for \$3,000 per month to implement activities such as Tinker and the Primes.

Action is at the commissioners' discretion.

*Tim Lyon*

---

Tim Lyon, City Manager

CONTRACT FOR SERVICES FY 2020-2021

This contract effective July 1, 2020 is entered into between the Midwest City Economic Development Commission, an agency of the City of Midwest City, Oklahoma (the "EDC"), and the Midwest City Chamber of Commerce (the "Chamber"), an Oklahoma corporation.

WHEREAS, in 1983 the citizens of Midwest City, Oklahoma approved the establishment of the EDC funded by a two percent hotel room tax to ensure the continued positive economic growth and development of commerce in the city of Midwest City, Oklahoma; and

WHEREAS, the Chamber has the professional ability and expertise to perform certain economic development services for the EDC to enhance and improve economic growth and development of commerce in the city; and

WHEREAS, economic development is a purpose of the government of the City of Midwest City and this contract outlines methods by which the Chamber is to assist the City in accomplishing this purpose; and

WHEREAS, both the City and the Chamber have a significant interest in encouraging and improving commerce and economic development in Midwest City, Oklahoma and agree that the two entities working together will have a greater, more positive impact on commerce and economic development in Midwest City, Oklahoma than each would have separately;

NOW, THEREFORE, the parties to this contract hereby agree that:

1. The EDC shall pay to the Chamber for performing the duties and responsibilities required of it under this contract \$3,000 monthly. The city manager may also approve advances or supplements as are deemed appropriate or necessary for one-time or extraordinary expenditures based on availability of funds and other appropriate considerations; and
2. The Chamber shall be responsible for events and activities that promote Tinker Air Force Base and promote a positive image of the City such as, but not limited to, Tinker and the Primes and the I-40 billboard campaign, respectively, during the contract year.
3. The Chamber shall submit quarterly reports to the EDC on work being accomplished by the Chamber pursuant to this contract.
4. The EDC has established an advisory committee to provide input into economic development activities. The membership of this advisory committee shall include one appointment from the Chamber. The Chamber's Executive Director shall also serve in a non-voting ex officio capacity.



5. The term of this contract shall be from July 1, 2020 through July 1, 2021. This contract replaces and takes precedence over all other contracts and agreements between the parties hereto and for the purposes expressed herein. However, either party may terminate this contract at any time by giving the other party at least sixty (60) days' notice of the date on which this contract shall be terminated. If this contract is terminated by either party prior to its expiration; the EDC shall pay the Chamber for its actual work performed up to the date of termination.
  
6. The Chamber shall provide such clerical, professional and technical expertise as may be deemed necessary in the Chamber's best judgment and discretion to properly develop, plan, execute and supervise its duties and responsibilities under this contract and to fix the duties, terms of employment and compensation for the individuals possessing such expertise.

Passed and approved by the Chamber on the \_\_\_\_ day of \_\_\_\_\_, 2020.

MIDWEST CITY CHAMBER OF COMMERCE, INC.

\_\_\_\_\_  
Executive Director, Bonnie Cheatwood

Passed and approved by the EDC on the \_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

MIDWEST CITY ECONOMIC DEVELOPMENT  
COMMISSION, an agency of Midwest City, Oklahoma

Attest:

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

\_\_\_\_\_  
Sara Hancock, Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
City Attorney, Heather Poole



**Communications and Marketing**

100 N. Midwest Blvd.  
Midwest City, OK 73110  
ckoos@midwestcityok.org  
Office: 405-739-1206  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Claudia Koos, Communications and Marketing Director

DATE: June 23, 2020

SUBJECT: Review of the Convention and Visitors Bureau Quarterly Activity Report for the period ending June 30, 2020. No action is necessary; this item is presented for informational and discussion purposes only.

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The Convention and Visitors Bureau has provided the attached report.

Claudia Koos

Communications and Marketing Director



## Convention & Visitors Bureau Activities: Q4 April, May, June 2020

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshow, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- 2020 started out strong for CVB activities and group bookings. The COVID-19 situation brought on significant changes for the CVB office and Midwest City's hospitality partners.
- The cancellations and rebooking of group business is still in progress.
- Reed Conference Center and Group Business took a big hit with COVID-19 effects that run well into September. Some groups may cancel for the year. Many, hopefully, will reschedule for later dates.
- It will be imperative to stay in touch and to go above & beyond when reaching out to these displaced groups when exploring new dates and showing the new property to secure future bookings. Patience and understanding will be the key to fostering these vital relationships.
- As the recover process progresses. The competition for group business will be fierce
- It is unrealized at this time the total impact of COVID. The CVB is waiting on updated booking numbers from the conference center. Although we do not have exact dates for group that have rebooked; it is not anticipated that much has change can be expected from the previous report.
- The CVB is assuming at this time most of the late year 2020 dates and 2021 dates stand firm
- The CVB has adopted a more inclusive role with the Communication & Marketing Department. The change included moving offices from the Welcome Center to 2<sup>nd</sup> floor of City Hall.

*Please note: The CVB does not work with every group booked at the center. The CVB works with groups who seek the CVB's support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to groom accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities. Current bookings, status and value amounts (to the best of CVB knowledge) as of June 2020:*

**2 – COVID-19 affected - \$54,000**

**5 - Definite Bookings - \$ 262,000**

**4 - Tentative Bookings - \$ 246,000**

**2 - Prospect Bookings - \$ 20,000**

**Total: \$582,000 (\$54,000)**

(\* The CVB has a detailed breakdown of group business upon request. It lists group names, arrival & departure patterns and estimated value at contract signing. **Due to the nature of the industry, this list is NOT for public posting.**)

**Midwest City Hotel / Motel Assembly Quarterly Meeting** – The March 17<sup>th</sup> meeting hosted by the Hampton by Hilton property was cancelled due to COVID-19. Meeting has not been rescheduled due to state and city supported COVID-19 precautionary recovering phases.

**Airshow 2021 – Father’s Day weekend June 19 & 20, 2021**

- Reed Center is secured for Aviators Reception Friday June 18<sup>th</sup> 2021
- There is a room block at the Sheraton for airshow aviators.
- Airshow has been rebranded to the Tinker Air & Space Show
  - The new brand will provide the airshow a distinguished logo (identity) while also providing the opportunity to have a theme or to honor a specific military/ aviation/ significant milestone.
- **CVB Marketing Campaigns-** Due to internal changes at the CVB and with outside service providers, it is anticipated that the overall marketing strategy will experience changes in processes and CVB news delivery.
  - **Digital**
    - **E- newsletter** – Total E-newsletter monthly distribution is over 3,150 constant contacts (650 increase). Each month email addresses from the OTRD monthly report are added.
    - **Website** – [www.visitmidwestcity.com](http://www.visitmidwestcity.com) Online request form for visitors guide directly to CVB. Tourism video is budgeted to be updated FY 20/21
    - **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. During weeks with heavy events or activities multiple posts are made daily.
    - **Cross promote** – Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels
  - **Print**
    - We have continued to foster our relationship with MWC Beacon Sales leading to us being a first call for special advertising rates.
    - **Journal Record Bundle / Tinker Take Off** - The Journal Record has ended all operations of the Tinker Take Off.
    - **OTRD – Oklahoma Tourism & recreation Department** - MWC advertisement in State Travel Guide, Visitors Guide distribution at all state Welcome Centers and online request fulfillment program.
    - **OSAE – Oklahoma Society of Association Executives** – Member and Sponsor (joint sponsorship with the Sheraton Hotel), ad quarterly meeting planner magazine. OSAE is the state’s premier organization for meeting planner networking and showcasing meeting facilities and hotels. The CVB and Sheraton will jointly exhibit at the annual event. The annual conference has been moved to October 21<sup>st</sup> and changed to a 1-day only event.
    - **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. The CVB intended to exhibit at the annual May event. **MAY CONFERENCE CANCELLED**

- **Cross Promotion & Marketing**- The Communication & Marketing Department continues to work close with the Parks & Recreation Dept., the Public Information Office, Rose State College/ Hudiburg Chevrolet Center, Town Center Plaza and the Chamber of Commerce to ensure the overall brand message & public impression of Midwest City is conveyed as the ideal place work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote position and sell the tourism amenities featured in Midwest City.
- **Special Events** – The CVB continues to serve as a marketing partner and volunteer for many Midwest City special events. All available resources are utilized to promote all Midwest City special events.

Submitted By: **Susan MacQuarrie, June 15, 2020**



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**Economic Development**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
rcoleman@midwestcityok.org  
Office: 405.739.1218  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: June 23, 2020

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

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Appropriate information will be dispersed during the meeting. Action is at the Trustees' discretion.

Robert Coleman, Economic Development Director





**SPECIAL UTILITIES AUTHORITY AGENDA**

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

June 23, 2020 – 6:04 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
  - 1. Discussion and consideration to approve the minutes of the June 9, 2020 special meeting, as submitted. (Secretary - S. Hancock)
  - 2. Discussion and consideration of entering into an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services. (Economic Development - R. Coleman)
- C. PUBLIC DISCUSSION.
- D. ADJOURNMENT.





DISCUSSION ITEMS



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

**Midwest City Utilities Authority Minutes**  
**Special Meeting**

June 09, 2020

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

Chairman Dukes called the meeting to order at 7:09PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christina Allen, Rick Favors with Secretary, Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration approving the minutes of the special meeting on May 19, 2020, as submitted.
2. Discussion and consideration of approving the minutes of the special meeting of July 23, 2019, as submitted.
3. Discussion and consideration to authorize the Administrator to execute all documents necessary for the application for approval and recording of the Soldier Creek Industrial Park Phase 1 Final Plat.

PUBLIC DISCUSSION. There was no discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:10 PM.

ATTEST:

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MATTHEW D DUKES II, Chairman

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SARA HANCOCK, Secretary



Midwest City Utilities Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Director of Economic Development

Date: June 23, 2020

Subject: Discussion and consideration of entering into an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services.

---

Staff has been working diligently to find prospects for the first phase of the Soldier Creek Industrial Park ("SCIP") for the past five years. We have attempted to work with over two dozen independent businesses interested in the park but none panned out. We have also received at least four site visits from major prospects discovered via Oklahoma Department of Commerce ("ODOC") and/or Greater Oklahoma City Chamber of Commerce ("GOCC") leads that were also lost; three to Oklahoma City and one to Tulsa.

As we move toward filing the final plat, we feel it is time to market the property to a wider audience. The ODOC and GOCC websites have been our only means of showing SCIP to out-of-state investors. We would like to enlist the assistance of a company that can promote the property and one that also offers turnkey design and build services if necessary.

Skybridge Real Estate was one of only two responders to an Economic Development Authority Request for Proposals for Real Estate Services that closed on February 18, 2020. Malek Massad, President of Skybridge Real Estate feels they can successfully market SCIP, and Skybridge also has its own construction management team.

The terms and conditions of any sales contract must return to the Authority for consideration prior to the sale of the property.

Respectfully,

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

Robert Coleman, Director of Economic Development

Attachments: Proposed Agreement

## EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT

In consideration of the listing for the same of the real property hereinafter described by Skybridge Real Estate, LLC ("Broker"), and Broker's agreement to use its best efforts to effect a sale of same, the Midwest City Utilities Authority ("Owner") hereby grants to Broker the exclusive right to sell the Property on the terms set forth herein ("Listing Agreement") for a period commencing July 1, 2020 and ending midnight December 31, 2020 ("the Term"). Broker agrees to make diligent and continued efforts to sell the Property during the Term of this Listing Agreement.

1. The Property is situated in the City of Midwest City, County of Oklahoma, State of Oklahoma, and is further described as follows:

Address: 7450 NE 23<sup>rd</sup> Street, Midwest City, Oklahoma 73141

Legal: Part of the North Half, Section 27, Township 12 North, Range 2 West, I.M, Oklahoma County, Oklahoma, which is depicted on attached Exhibit A (the "Property").

2. Price and terms: Sale listing price of Sixty Cents (\$ .60) per square foot (\$26,136 per acre) or a price that is acceptable and agreeable to the Owner, in its sole discretion.
3. Conditions of Sale – Broker understands that Owner has placed the following restrictions on the use of the Property: [None]
4. Owner agrees to pay Broker a commission equal to three cents (**3¢**) per square foot if the listing Broker procures the buyer directly (the "Commission"). If the buyer is represented by an outside Broker, the Owner will pay a commission equal to five cents (**5¢**) per square foot to the listing Broker, which shall be split with buyer's Broker under a separate agreement. The Commission shall be paid upon the closing of the Property.
5. The Commission shall be earned and paid for services rendered if during the Term, a qualified buyer is procured by Broker who is ready, willing and able to enter into a Purchase and Sale Agreement for the Property at the rate and on the terms above stated, or on any other rate and terms agreeable to Owner, in its sole discretion.
6. Owner further agrees that Owner shall pay Broker the Commission if, within sixty (60) days after the expiration of the Term or termination of the Listing Agreement, the Property is sold to, or Owner enters into a Purchase and Sale Agreement for the Property with, or negotiations commence and thereafter continue leading to the sale of the Property to, any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owner no later than 30 days following the expiration of the Term, provided, however, in no event shall the Broker furnish the Owner names of more than ten (10) prospective buyers to whom the Broker has shown the Property.
7. It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
8. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is further authorized to advertise the Property and to place a "For Sale" sign or signs on the Property if, in Broker's opinion, such would facilitate the sale of the Property. Such "For Sale" signs are subject to Owner's approval, which will not be unreasonably withheld.

9. Owner agrees to hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the Property, which Owner fails to disclose. Owner represents it is the Owner of the Property.
10. This Listing Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Listing Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Listing Agreement shall be binding upon the heirs, successors or assignees of the parties.

**ACKNOWLEDGED AND AGREED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**BROKER:**

**Skybridge Real Estate, LLC**

By: Malek Massad

Name: Malek Massad

Title: President

**OWNER:**

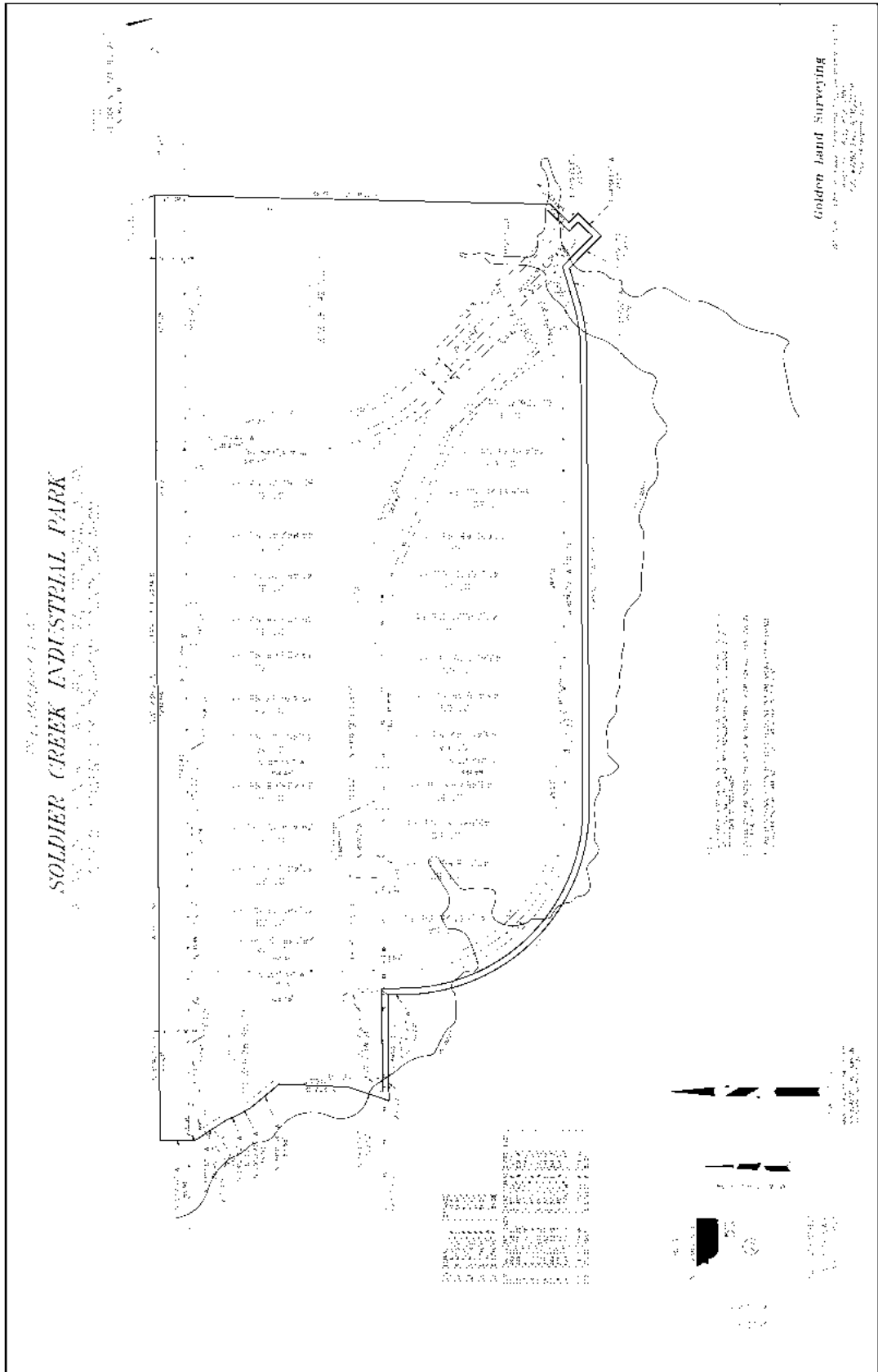
**Midwest City Memorial Utilities Authority**

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

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

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

**EXHIBIT "A"**  
**Soldier Creek Industrial Park**





PUBLIC DISCUSSION







**SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

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

June 23, 2020 – 6:05 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration to approve the minutes of the May 19, 2020 special meeting, as submitted. (Secretary - S. Hancock)
  2. Discussion and consideration to approve the minutes of the June 9, 2020 special meeting, as submitted. (Secretary- S. Hancock)
- C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
- E. ADJOURNMENT.





CONSENT AGENDA



Notice for the special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda were posted at City Hall and on the City's website (www.midwestcityokorg), accessible to the public at least 24 hours in advance of the meeting.

**Midwest City Economic Development Authority Minutes**  
**Special Meeting**

May 19, 2020

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

Chairman Dukes called the meeting to order at 8:29 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and with City Manager Tim Lyon, Assistant City Manager Vaughn Sullivan, and Finance Director Christy Barron.

**Discussion Items.**

1. **Discussion and consideration of various City and Authority budgets for the 2020-2021 fiscal year.** Staff briefed the Trustees on various budget items, and the Trustees sought clarification and discussed individual items with Staff. No action was taken.

**Adjournment.** There being no further business, Chairman Dukes adjourned the meeting at 8:35 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary

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

**Midwest City Economic Development Authority Minutes**  
**Special Meeting**

June 09, 2020

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

\*Chairman Dukes called the meeting to order at 7:07 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Rick Favors with Secretary, Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

**DISCUSSION ITEMS.**

1. **Discussion and consideration to approve the minutes of the May 26, 2020 special meeting, as submitted.** Byrne made a motion to approve minutes, as submitted, seconded by Reed. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried.
2. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Economic Development Authority approving its budget for Fiscal Year 2020-2021 in the amount of \$863,965.** Reed made a motion to approve Resolution EDA2020-02, as submitted, seconded by Eads. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried

**PUBLIC DISCUSSION.** There was no public discussion.

**EXECUTIVE SESSION.**

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:09 PM Reed made a motion to recess, seconded by Favors. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried. Trustees returned to Economic Development Authority meeting at 7:12 PM.

At 7:12 PM, Allen made a motion to enter into executive session, seconded by Favors. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried

\*Chairman Dukes left the meeting at 7:38 PM and returned at 7:40 PM.

At 8:23 PM, Reed made a motion to return to open session, seconded by Allen. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried

Eads made a motion to authorize the General Manager/Administrator to take action as discussed, seconded by Allen. Voting aye: Bowen, Byrne, Reed, Eads, Allen, Favors, and Chairman Dukes. Nay: none. Motion carried

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:23 PM.

ATTEST:

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MATTHEW D. DUKES II, Chairman

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SARA HANCOCK, Secretary



PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: T. Lyon, City Manager

DATE: June 23, 2020

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

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Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager