



## MIDWEST CITY MEETINGS FOR SEPTEMBER 08, 2020

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The regular Council/Authority/Commission meetings are streamed live on the City of Midwest City Government Facebook page as @MidwestCityOK at <https://www.facebook.com/MidwestCityOK/>.

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 OF MIDWEST CITY COUNCIL AGENDA

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

September 08, 2020 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Vaughn Sullivan
  - Pledge of Allegiance by Councilmember Sean Reed
  - Community-related announcements and comments
  - Mayoral Proclamation for Yolanda Whitlow
  - Presentation for Grace Sullivan, long-term member of the Midwest City Tree Board
- 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 August 25, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2020-2021, increase: Grants Fund, revenue/Intergovernmental (21) \$255,733; expenses/Emer Operation (21) \$255,733. Emergency Operation Fund, expenses/Emer Operation (21) \$33,933. (Finance - C. Barron)
  3. Discussion and consideration of approving a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2021. (Emergency Management - D. Wagner)
  4. Discussion and consideration of approving the Second Amendment to and entering into the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond expiring on June 30, 2021. (City Manager - T. Lyon)
  5. (TS-442) Discussion and consideration of adding STOP controls to the intersection of Atkinson Drive and Babb Drive. (Public Works - P. Menefee)
  6. Discussion and consideration of naming Town Center Plaza after our founding father “W. P. Bill Atkinson.” (City Manager - T. Lyon)
  7. Discussion and consideration of approving an ordinance as required by Article IV, Section 4 of the Midwest City Charter declaring one (1) 2014 Chevrolet Caprice VIN# 6G3NS5U24EL931179, which has a value of more than \$10,0000 surplus and authorizing its disposal; and providing repeal and serviceability. (City Manager - T. Lyon)

D. DISCUSSION ITEMS.

1. Public hearing with discussion and consideration of an appeal filed by the owner of the property located at 717 South Midwest Boulevard for the notice and order to abate tall grass and weeds. (Neighborhood Services - M. Stroh)
2. Presentation by Heckenkemper Golf Course Design from Tulsa, OK on the development and design phase of the John Conrad Regional Golf Course. (City Manager - V. Sullivan)
3. Discussion and consideration of approving a resolution of the Council of the City of Midwest City's approval of the June 28, 2018 weighted voting amendment to the agreement creating the 9-1-1 Association of Central Oklahoma Governments (ACOG). (City Manager - T. Lyon)
4. Discussion and consideration of forming a Race Relations Committee to study and make recommendations on promoting diversity and advancing inclusion throughout our community and appointing Councilmember Espaniola Bowen as Committee Chair. (City Manager - T. Lyon)

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. ADJOURNMENT.



**MIDWEST CITY**

*Where the Spirit Flies High*

CONSENT AGENDA



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

## City of Midwest City Council Minutes

August 25, 2020

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:00 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and with City Clerk, Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Española Bowen. Community-related announcements and comments were made. Mayor Dukes presented a Proclamation to Mr. Stan Greil.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted except for pulling of items 6 and 10, 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 August 11, 2020 special meeting, as submitted.
2. Discussion and consideration to approve the minutes of the August 11, 2020 regular meeting, as submitted.
3. Discussion and consideration of accepting the City Manager's Report for the month of July 2020.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of entering into a Prescription Benefit Services Agreement with Caremark PCS, L.L.C. and Synchrony Rx for pharmacy benefits for the fiscal year 2020/2021 not to exceed \$1,998,452.
6. **Discussion and consideration of approving a resolution of the Council of the City of Midwest City's approval of the June 28, 2018 weighted voting amendment to the agreement creating the 9-1-1 Association of Central Oklahoma Governments.** No Action Taken.
7. Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2020 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$452,125.00 and assigning those grant funds to the Oklahoma Office of Homeland Security (OKOHS) and Oklahoma Department of Public Safety (DPS).

8. Discussion and consideration of (1) entering into a Memorandum of Understanding with the Cities of Oklahoma City, Edmond, Del City and Oklahoma County to participate with those governmental entities in the 2020 Edward Byrne Memorial Justice Assistance Grant Program Award; (2) agreeing to abide by the special conditions set forth within the grant language if approved; and (3) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.
9. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2020-21.
10. **Discussion and consideration of entering into and approving an Agreement for Professional Services with Lee Engineering LLC in the amount of \$67,500 to provide construction plans for upgrading four signals and replacing school zone flashers city-wide.** After Council and staff discussion, Eads made a motion to approve, as submitted, seconded by Allen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried
11. Discussion and consideration of reappointing Jim Smith and Jim Campbell to the Planning Commission for additional three-year terms.
12. Discussion and consideration of appointing Marcus Hayes and Shane Barker to the Midwest City Traffic and Safety Commission each for a two-year term to end on August 23, 2022.
13. Discussion and consideration of declaring (2) Chevy Impalas and (2) Ford Interceptors as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
14. Discussion and consideration of declaring (3) gas powered positive pressure ventilation fans, (1) gasoline powered generator, a 2 bank SCBA fill station with 4 cylinder cascade storage, (4 outlet) 2.5" hose tester, (14) Harrington 4" Large Diameter Hose (LDH) intakes, interior rear seats from the new command suburban, and public education safety trailer, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

#### DISCUSSION ITEMS.

1. **(PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard. No action was taken on this item at the July 28, 2020 or August 11, 2020 Council meetings. No Action Taken**
2. **(PC – 2047) Discussion and consideration of approval of the proposed preliminary plat of Freedom Villas, described as a part of the SE/4 of Section 35, T12N, R2W, located at 8712 E. Main Street. No action was taken on this item at the July 28, 2020 Council meeting.** After Staff and Council discussion, Bowen made a motion to approve as submitted, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

3. **Discussion and consideration of accepting a status update on OG&E street lighting maintenance.** P. Streets and OG&E Representative, Kimberlee Adams, addressed the Council. After discussion, Allen made motion to accept update, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
4. **Discussion and Consideration approving Amendment No. 1 to the construction management contract with MacHill Construction, Inc. associated with the Reed Baseball Complex renovations in a guaranteed maximum price (GPM) not to exceed \$ 2,247,000.00.** Sullivan and Lyon addressed council. After discussion, Byrne made motion to approve Amendment No. 1 as submitted, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Abstain: Eads. Motion carried.
5. **Discussion and consideration of supplemental budget adjustment to the following funds for FY 2020-2021, increase: MWC Welcome Center Fund, expenses/Tourism (74) \$150,000. Park & Recreation Fund, expenses/Park & Rec (06) \$148,000. Dedicated Tax 2012 Fund, expenses/MWC Parks (23) \$100,000.** After Staff and Council discussion, Byrne made motion to approve as submitted, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Abstain: Eads. Motion carried.
6. **Discussion and consideration of dissolving the animal welfare subcommittee based on the fact the mission of the group has been met since the planning phase of the new Animal Welfare Services Center is complete.** After Staff and Council discussion, Byrne made to motion to dissolve the subcommittee, seconded by Bowen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.
7. **Discussion and consideration of approving a Resolution authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending the Trust Indenture of the Authority to allow for grants to be awarded for the use of technology which may have an expected useful life of less than twenty (20) years.** No Action Taken.

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

At 6:41 PM Allen made motion to recess, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried. Council returned at 7:53 PM.

EXECUTIVE SESSION.

1. Discussion and consideration of entering into executive session as allowed under Title 25 O.S. § 307(B)(1) to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee.

At 7:53 PM Byrne made motion to enter into Executive Session, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

At 8:18 PM Eads made motion to return to Open Session, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

At 8:18 PM Eads made a motion to proceed as discussed, seconded by Byrne. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:19 PM.

ATTEST:

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MATTHEW D. DUKES II, Mayor

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SARA HANCOCK, City Clerk





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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 8, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustment to the following fund for FY 2020-2021, increase: Grants Fund, revenue/Intergovernmental (21) \$255,733; expenses/Emer Operation (21) \$255,733. Emergency Operation Fund, expenses/Emer Operation (21) \$33,933.

The first and second supplements are needed to budget 911 Management Authority Grant and the City's match.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**September 8, 2020**

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	255,733			
21	Emer Operation			255,733	
		255,733	0	255,733	0
<b>Explanation:</b>					
To budget 911 Management Authority Grant to purchase radio console replacements.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emer Operation			33,933	
		0	0	33,933	0
<b>Explanation:</b>					
To budget 911 Management Authority Grant match to purchase radio console replacements. Funding to come from fund balance.					



**Emergency Management**

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Debra Wagner, Midwest City Emergency Manager

Date: September 8, 2020

Subject: Discussion and consideration of approving a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2021.

The resolution allows ACOG to collect a 3% Nine-One-One Emergency Telephone Service Fee for the calendar year 2021. The Midwest City Council did approve a resolution based on the fiscal year in May 2020, but the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended requires the resolution to be based on calendar year. This resolution does not change anything besides the dates.

The rate is the same as it has been for many years.

Staff recommends approval.

A handwritten signature in black ink that reads "Debra Wagner". The signature is written in a cursive style and is positioned above a horizontal line.

Debra Wagner  
Emergency Manager

RESOLUTION

A RESOLUTION OF THE  
CITY COUNCIL OF THE  
CITY OF MIDWEST CITY, OK  
ESTABLISHING THE NINE-ONE-ONE EMERGENCY  
TELEPHONE FEE RATE FOR CALENDAR YEAR 2021

WHEREAS, the City Council of City of Midwest City, OK have approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Midwest City, OK that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service Fee for the calendar year 2021 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said city/town/county in accordance with said Act beginning January 1, 2021.

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Mayor/Chairman

ATTEST:

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City Clerk



**City Manager**

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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: September 8, 2020

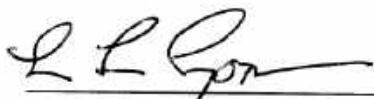
SUBJECT: Discussion and consideration of approving the Second Amendment to and entering into the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond expiring on June 30, 2021.

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As you may recall, on November 28, 2017, we entered into a Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council for an amount of \$75,000 quarterly of which we pay 3.6% equal to \$10,800 annually to participate in a criminal justice reform process for central Oklahoma.

In October 2019, we approved the First Amendment to and entered into the Professional Services Agreement for that fiscal year.

Renewal of this agreement for Fiscal Year 2020-21 is at the Council's discretion.

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

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT WITH THE OKLAHOMA COUNTY CRIMINAL  
JUSTICE ADVISORY COUNCIL**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THE OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL, dated as of \_\_\_\_\_, 2020 (this "**Amendment**"), is made by and between THE OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL ("**Council**"), and OKLAHOMA COUNTY, a political subdivision of the State of Oklahoma ("**Oklahoma County**"), THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation and a charter organized and existing pursuant to the Oklahoma State Constitution ("**Oklahoma City**"), THE CITY OF EDMOND, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Edmond**"), and THE CITY OF MIDWEST CITY, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Midwest City**" and together with Oklahoma County, Oklahoma City, and Edmond, collectively, the "**Interlocal Partners**"), with reference to the following circumstances:

A. Council and Interlocal Partners are parties to that certain Restatement of the Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council dated September 25, 2018, as amended by the First Amendment dated August 15, 2019 (the "**Agreement**"). Capitalized terms used but not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

B. Pursuant to Section 21.B of the Agreement, the Council and Interlocal Partners desire to amend the Agreement to extend the term of the Agreement.

Council and Interlocal Partners agree as follows:

1. **Amendment to Section 21.B.** Section 21.B of the Agreement is hereby amended and replaced in its entirety with the following:

"The term of this Agreement shall expire on June 30, 2021 (the "**Term Expiration Date**"), provided however, the Term Expiration Date may be renewed and extended annually by an amendment to this Agreement signed by all parties to the Agreement."

2. **No Other Amendments.** Except as modified by this Amendment, the parties agree that the Agreement is in full force and effect according to its terms.

3. **Execution.** The parties acknowledge and agree that a facsimile or other electronic transmission of signatures on this Amendment shall be a deemed original for all purposes and fully binding on the parties hereto. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together, shall constitute one and the same instrument.

[Signature Pages to Follow]

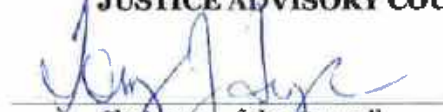
This Agreement was approved by the Oklahoma County Criminal Justice Advisory Council this 18th day of June, 2020.

Attest:

  
Secretary

  
Council Attorney

**OKLAHOMA COUNTY CRIMINAL  
JUSTICE ADVISORY COUNCIL**

  
Chairman of the Council

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This Agreement was approved by the Board of County Commissioners for Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

**BOARD OF COUNTY COMMISSIONERS  
OF OKLAHOMA COUNTY**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman, Board of County Commissioners

Approved for form and legality.

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

(The remainder of this page intentionally left blank)



This Agreement was approved by The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

**THE CITY OF OKLAHOMA CITY**

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

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

\_\_\_\_\_  
Deputy Municipal Counselor

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This Agreement was approved by the City of Edmond this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

**CITY OF EDMOND**

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

\_\_\_\_\_  
Mayor

Reviewed for form and legality.

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

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This Agreement was approved by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

**CITY OF MIDWEST CITY**

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

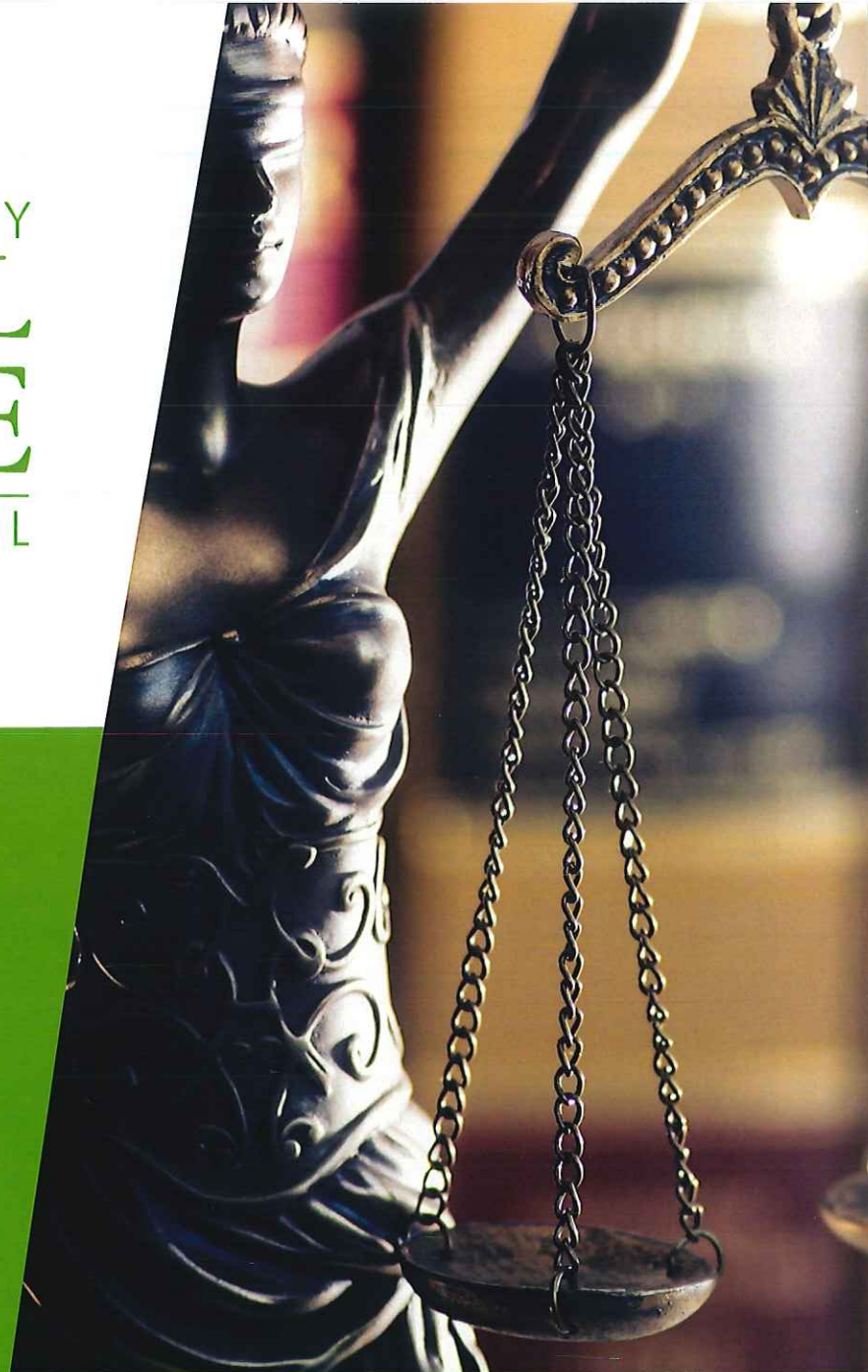
\_\_\_\_\_  
Mayor

Reviewed for form and legality.

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

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OKLAHOMA COUNTY  
**CRIMINAL  
JUSTICE**  
ADVISORY COUNCIL



OKLAHOMA COUNTY  
CRIMINAL JUSTICE  
ADVISORY COUNCIL  
QUARTERLY REPORT TO  
INTERLOCAL PARTNERS  
2nd ANNUAL REPORT FOR  
FY 2019-2020

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July 2020

Timothy Tardibono, MA, JD  
*Executive Director*

✉ [ttardibono@okcountycjac.org](mailto:ttardibono@okcountycjac.org)

☎ 405.290.7060

## MEMBERS OF THE OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL

Clay Bennett, Chairperson, OKC Thunder

Tony Tyler, Vice-Chairperson, Tyler Media

Members:

Sue Ann Arnall, Arnall Family Foundation

Kevin Calvey, Commissioner Board of Oklahoma County Commissioners

Craig Freeman, City Manager of Oklahoma City

Wade Gourley, Chief of Police of Oklahoma City

Judge Philippa James, Presiding Judge of Oklahoma City Municipal Court

Tim Lyon, City Manager of Midwest City

Rev. Theodis Manning, Senior Pastor, Divine Wisdom Worship Center

David Prater, District Attorney of Oklahoma County

Judge Ray Elliott, Presiding Judge of the Oklahoma County District Court

Robert Ravitz, Oklahoma County Public Defender

Larry Stevens, City Manager of Edmond

Dan Straughan, Executive Director, The Homeless Alliance

P.D. Taylor, Sheriff of Oklahoma County

LaShawn Thompson, Court Administrator of Oklahoma City

Rick Warren, Court Clerk of Oklahoma County

Carrie Slatton-Hodges, Interim Commissioner of the Oklahoma Department of Mental Health and Substance Abuse Services

Roy Williams, President of the Greater Oklahoma City Chamber of Commerce

Frances Kersey, Secretary, City Clerk for Oklahoma City

Cole Marshall, General Counsel, McAfee & Taft

## BACKGROUND:

In response to the growing concerns about chronic overcrowding in Oklahoma County's jail facility, the Greater Oklahoma City Chamber announced the creation of a special task force to evaluate Oklahoma County's criminal justice system in December 2015. With collaboration and input from a diverse group of community members, the Chamber contracted with the Vera Institute of Justice to complete an initial analysis and make recommendations for reform of the Oklahoma County criminal justice system. Vera released their recommendations in December 2016. As a central recommendation of the report, an inter-local agreement between Oklahoma County, the City of Oklahoma City, the City of Edmond, and the City of Midwest City created the Oklahoma County Criminal Justice Advisory Council (CJAC) in November 2017. The Advisory Council continued to evolve with the hiring of a full-time Executive Director in February 2018 to provide support to the CJAC's efforts. The creation of this permanent oversight body is key to implementing the proposed criminal justice reforms which can be summarized in these six key recommendations:

1. Create oversight and accountability mechanisms for the local justice system.
2. Reduce jail admissions for municipal violations and low-level misdemeanors.
3. Create a fair and efficient pretrial release process that safely reduces unnecessary pretrial incarceration.
4. Identify and address district court case processing delays that increase jail admissions and length of stay.
5. Expand meaningful diversion program options, focusing on those with mental illness and substance abuse disorders.
6. Reduce the impact of justice system fines and fees as a driver of jail growth and recidivism.

Although each of the six recommendations carry numerous challenges and barriers to improvement, the good news is that because of the cooperative effort of the Advisory Council's stakeholders, progress continues to be made on each of the six recommendations.

The CJAC completed its second full fiscal year on June 30, 2020. Much changed in the Oklahoma County justice system from July 1, 2019 to June 30, 2020 with numerous areas of progress:

## ANNUAL STATISTICS SHOW CONTINUED PROGRESS

The downward trend for jail population CJAC has been tracking, continues to show progress at the end of the fiscal year. At the end of October 2019, after tracking the average daily population for one year, the CJAC reported a one-year average of 1,663. That low level for jail population had not been seen in two decades.

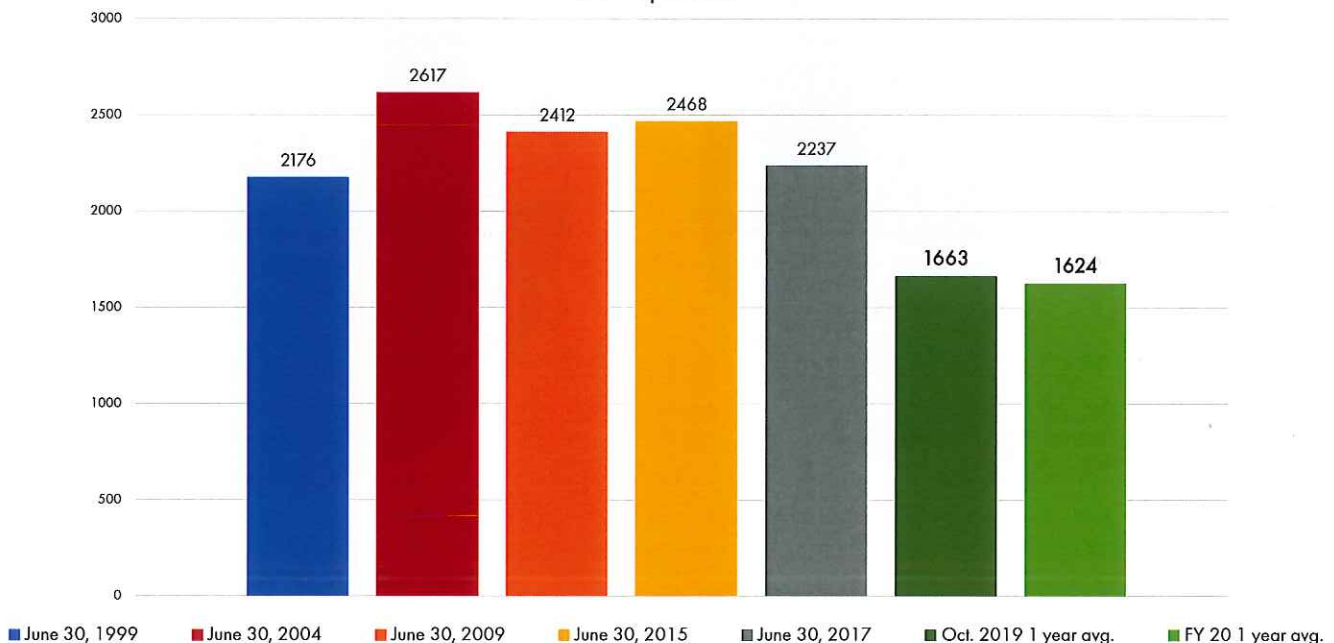
The CJAC reports that for the full 2020 Fiscal Year (July 1, 2019—June 30, 2020) the average daily jail population was 1,624. The average of 1624 demonstrates an almost two-year trend of jail populations regularly under 1,700. Going back just a few years to the end of FY 2017, the one day jail population for June 30, 2017 was 2,237. Going back even further to the end of FY 2004, the one day jail population for June 30, 2004 was 2,617.

It is true that the FY20 yearly average was skewed by an unusually low monthly average in April due to Covid community restrictions. Yet, the June monthly average was higher than normal as the Covid re-opening saw arrests resume above regular numbers. The last quarter of the 2020 Fiscal Year also saw an anomaly in the Dept. of Corrections' high number

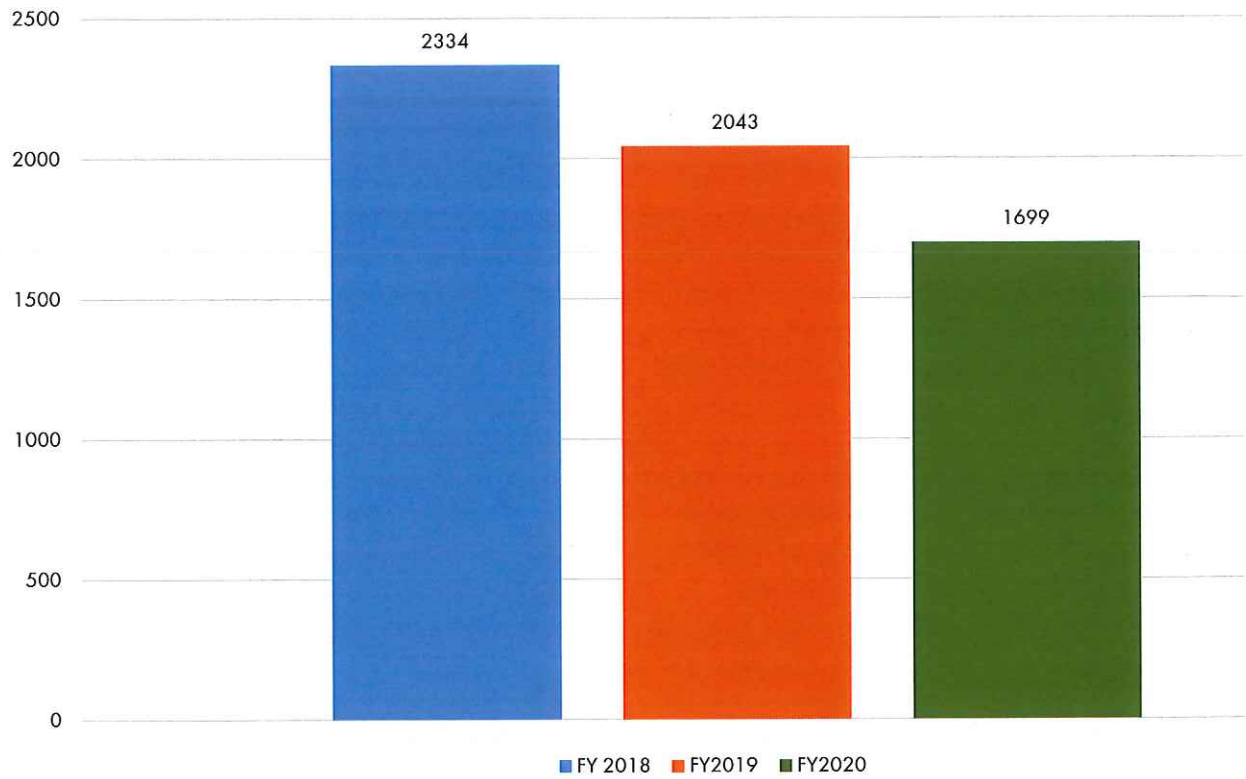
of inmates awaiting transport to DOC after their judgments were finalized. In March, due to Covid concerns, the DOC implemented a policy to severely limit admissions into DOC from county jails. As of June 30, 2020, the DOC backup in the OK County jail was an unusually high number of 382 which drove up the jail population that day to 1,761. Had the DOC population been in line with its general average number of detainees awaiting transport to DOC of about 100, the jail population on June 30, 2020 would have been only 1,479. The OK County jail backup to DOC was the highest in the state by far, even over Tulsa County.

As with the first annual report, it should be noted and celebrated that as the chart shows, the work of the CJAC partner agencies is taking our community into positive territory that hasn't been seen in the county in two decades. Yet, numerous CJAC stakeholders believe even more can be done to safely reduce the jail population and increase the fairness and effectiveness of the county justice system, which is the major task for the CJAC moving into Fiscal Year 2021.

**Oklahoma County Jail Totals**  
Total Population

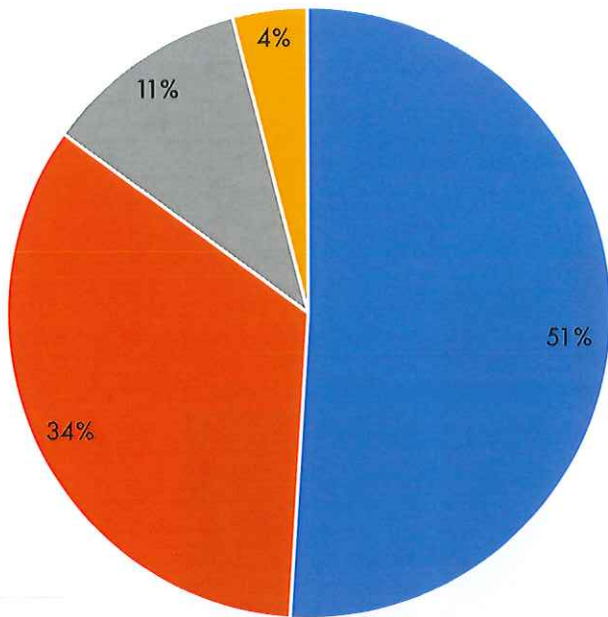


### DOC Receptions from Oklahoma County



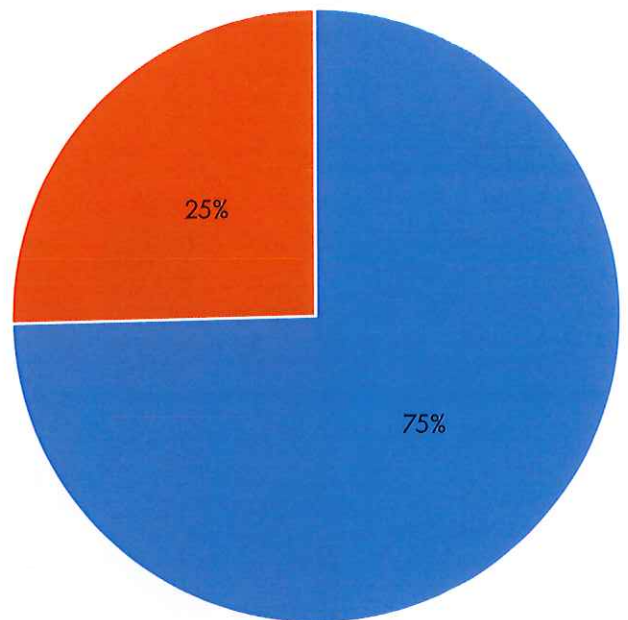
### Inmates Booked in Jail by Race

1 Year Average for FY 20



### Inmates Booked in Jail by Gender

1 Year Average for FY 20



■ White ■ African American ■ Hispanic ■ Native American

■ Male ■ Female

## JUSTICE CHAMPIONS:

The CJAC stands on the shoulders of numerous “Justice Champions” that served and toiled on previous commissions, taskforces, and working groups for more than a decade. More specifically, the CJAC is a continuation of the Greater OKC Chamber Criminal Justice Task Force. Since the majority of CJAC members are appointed or elected officials, the makeup of the 19 members fluctuates from year to year. In FY20, two more “Justice Champions” moved on from the CJAC—ODMHSAS Commissioner Terry White and former OK County District Court Presiding Judge Tom Prince. Both White and Prince brought innovation, commitment, and perseverance to their roles on the CJAC and to their work to advance county justice system reforms.

The CJAC and community expresses its deepest appreciation for their important service. Their insight and hard work can be seen all over the progress being made in our county toward more fair and effective justice.

## NEW JAIL MANAGEMENT LEADERSHIP WITH THE OK COUNTY CRIMINAL JUSTICE AUTHORITY:

For more than a decade, multiple taskforces and committees recommended the creation of a Trust Authority to oversee the jail. With the CJAC’s supportive recommendation, the Board of County Commissioners unanimously approved the Trust 3-0 to create the Oklahoma County Criminal Justice Authority (OCCJA)—aka the Jail Trust Authority. The OCCJA took full operational and financial control of the OK County Detention Center (OCDC) (aka the county jail) on July 1, 2020 upon the close of FY20. Before July 1, the OCCJA approved a Mission Statement, a Vision Statement, Values and a logo. These goals will provide guidance to new hires and shape training and staff development.

The Mission of the OCCJA: To provide protection through efficient and effective services and intervention leading to no victimization, and more personal growth and development.

### The Vision:

- To operate a secure, safe, efficient, and humane facility for employees and arrestees that promotes teamwork, harmony, honesty, integrity, commitment to progressiveness, sobriety, and respect;
- To promote efficiency while maintaining a safe environment for citizens, employees and arrestees by responsibly managing the resources and the trust given to us by the citizens and elected officials of Oklahoma County, never forgetting that the safety of Oklahoma County is our top priority; and
- To work with our community, volunteers, and partner agencies to provide effective and professional public safety services for all who have been placed into our custody.

### Values:

- We value the system of laws that govern us, including the Constitutions of the United States and the State of Oklahoma.
- We value the communities we serve. Our purpose is to serve our communities, keep them safe, and work with them to solve challenges.
- We value all persons, respecting the diversity among individuals.
- We treat everyone with courtesy, respect and dignity.
- We value excellence.
- We value an environment where individuals thrive and teams excel by pursuing the mission and vision.
- We value personal character with a continuous commitment to teamwork, harmony, honesty and integrity,
- We value open and effective communicators who display adaptability and sound judgement.
- We value employees who are well-trained professionals, demonstrating the highest standards of excellence.





The meaning of the Oklahoma County Detention Center logo:



The outer circle of the logo represents the unending work that has continued since the jail opened in November 1991, and all the work that is yet to be done. The two stars in the outer circle represent the law enforcement agencies with whom we partner to keep the community safe. The nine stars at the top represent the nine original members of the trust who volunteer to serve the community and jail staff. The two wheat stalks represent rebirth and the renewed abundance of life that is generated through the dedicated staff, volunteers and the all of our sister service agencies that help those who are committed to and released from the jail. The Oklahoma seal reminds us that we are not in this alone; we have the support and encouragement of elected officials, local businesses, and citizens throughout the county that fuels pride in our mission and purpose. In the center is a buffalo that represents the strength, courage, and commitment that jail staff must have for this most difficult work. The buffalo is recognized as a national symbol often associated with industriousness, endurance and strength. Wilma Mankiller is quoted as saying "Cows run away from the storm while the buffalo charges toward it – and gets through it quicker. Whenever I'm confronted with a tough challenge, I do not prolong the torment, I become the buffalo."

As the OCCJA embarks on the monumental task of improving conditions and programs at the ODCD, the CJAC will need to be ready to provide additional input and support into the next fiscal year.

## **DIVERSION HUB OPENS AS MAPS 4 INCLUDES OVER \$110 MILLION IN JUSTICE-RELATED PROJECTS:**

The city of Oklahoma City's successful MAPS (Metropolitan Area Projects) 4 campaign included several projects that will continue to expand the community's focus on justice-related issues. The MAPS 4 package of 16 projects included the following projects that will positively impact the county's justice system: \$40 million for mental health and addiction, \$17 million for the Diversion Hub, and \$50 million to reduce homelessness. Additionally, another project to fund Youth Centers will provide future prevention efforts to assist youth in healthy lifestyle choices redirecting them away from incarceration.

Anecdotally, CJAC partners are hearing that more individuals in the jail are self-identifying as homeless or couch homeless (moving from couch to couch with friends and/or family.) The \$50 million MAPS 4 investment in truly affordable housing will substantially reduce the homeless population. This investment, accompanied by wrap-around services from existing providers, will help OKC implement a successful "housing first" strategy. The \$50 million is expected to leverage more than \$400 million in funding from other sources. CJAC Member Dan Straughan of the Homeless Alliance played a critical role in the planning of this project.

The innovative idea for the Diversion Hub will transform OKC's approach to criminal justice, relieve pressure on the Oklahoma County jail and help low-level offenders establish a more productive

life. The Diversion Hub will work with low-level offenders to provide a diversion away from jail and hopefully prison and redirect



their life to more positive outcomes. This successful intervention will not only benefit the justice-involved individual but will increase public safety in the community. CJAC Member Sue Ann Arnall was vital to not only the concept of this project but also a generous philanthropic commitment to cover operational costs. Despite the Covid pandemic, the Diversion Hub safely opened on June 8, 2020 and is actively serving our community. To learn more about their services, please visit their website <https://okdiversionhub.org/>

The Vera Institute for Justice's report for the Greater OKC Chamber Criminal Justice Taskforce identified addressing substance abuse addiction and mental health as one of the six main recommendation to improve the county justice system and county jail conditions. The MAPS 4 project on these topics will invest \$40 million in capital projects to provide new mental health and substance abuse services and relieve pressure on the Oklahoma County jail. The package includes \$11 million to build two new mental health crisis centers and a \$22 million restoration center that includes a crisis center, methamphetamine detox, substance abuse services and more. This project also includes \$7 million for temporary housing for people experiencing mental illness and homelessness while transitioning out of a crisis center. Former CJAC Member Terri White, (then Commissioner of the OK Dept. of Mental Health and Substance Abuse Services), CJAC partner Oklahoma County Commissioner Carrie Blumert, and new CJAC Member Carrie Slatton-Hodges (Interim Commissioner of ODMHSAS) played indispensable roles in leading the effort on this project.



These three projects will result in a more than \$110 million investment in more fair and effective justice in Oklahoma City and Oklahoma County.

The voters resoundingly approved the MAPS 4 package by more than 70% showing that our neighbors continue to prioritize expanding justice in

Oklahoma County.

## **COURTS, LAW ENFORCEMENT, SERVICE PROVIDERS ADAPT PROCEDURES TO REDUCE IMPACT OF PANDEMIC**

As COVID-19 forced all aspects of society to change procedures, courts, law enforcement, and service providers in OK County revamped procedures too. In an effort to protect law enforcement officers and contain potential spread of COVID in their ranks, municipal police departments and OCSO law enforcement encouraged officer discretion in determining whether to employ cite-and-release measures or take someone into physical custody. With regular traffic being greatly reduced, and traffic stops being a prime source of criminal interdiction, physical arrest interactions also reduced thus impacting the number of people being brought to the Detention Center. From the Oklahoma Supreme Court, to OK County District Court, to municipal courts, numerous directives and orders were revised in March and April to protect judges, attorneys, court personnel, defendants, and service providers, all while keeping court business moving forward. The Court Clerk's office adjusted procedures to continue to serve county residents while protecting staff and the public. The District Attorney's Office and the Public Defender's Office found ways to consider cases and reach agreements. Service providers like NorthCare, the Diversion Hub, TEEM, and County Court Services switched to video and phone contact with clients to make sure services were delivered and clients could continue their progress to meet pre-trial release conditions. The Homeless Alliance expanded services and set up temporary housing to serve the homeless population which is particularly at risk from the virus. Drug Court/DUI Court switched to virtual procedures to keep the docket moving while also staying in contact with the clients. Despite the pandemic, more than 60 Drug/DUI Court participants "phased up" and 20 more participants graduated. All CJAC partners should be commended for their inspirational, innovative responses to a truly unique season. As the Covid "re-opening" continues into FY21, CJAC partners will need to keep their creative ideas flowing to

further prevent and resist Covid spread.

## **INSTALLATION COMPLETED ON LONG OVERDUE NEW JAIL LOCKS**

It is no secret that the jail has been dealing with locks that are constantly being tampered with and damaged. The Sheriff's Office has repeatedly highlighted the importance of upgrading problematic locks in the facility. Focused on finding a solution, the Sheriff's Office reallocated funding to award a contract for new locks. These locks are unique in that, so far, they have not been defeated in other facilities nationwide over the last several years. These newly installed locks will provide a significant upgrade to staff and resident safety. The installation process was completed in early 2020 and are fully operational.

## **COUNTY JUSTICE SYSTEM DATA UPGRADES CONTINUE**

Page 10 of the Vera Institute for Justice's December 2016 report to the Greater OKC Chamber Criminal Justice Task Force notes, "Data available for this assessment was severely limited because of current data collection practices and a lack of capacity for data extraction and data sharing. This speaks to the critical need for the county to invest in a data system that will enable local officials to perform analyses and assessments of system performance."

During FY20 several CJAC partner agencies won grant awards specifically to overcome this barrier. The District Attorney's Office recently reported that between the grant awards to the DA's Office, the Public Defender's Office, and most recently the Sheriff's Office, over \$1.5 million in grant funding is coming to Oklahoma County. The DA's Office and

Public Defender's Office continued to implement the new systems through the end of FY20. The Sheriff's Office upgrade process started in FY20 but has been handed off to the Jail Trust Authority to carry it out in FY21. The Trust IT department believes that by October 2020, implementation will begin.

The Data Subcommittees pilot project of a "Data Hub" to increase interoperability between Oklahoma County justice system partners continued to move toward its first live test in early FY21. The pilot project centers around three key stakeholders: the judges and court clerks, the Sheriff's Office staff handling inmate release, and a local service provider, NorthCare. The goal of the pilot project is to expedite the transmission of judicial releases to the jail and the provider to move justice-involved individuals into services and treatment more quickly. The pilot project should also provide some data that can be analyzed. During the pilot project, paper copies will continue to be used to ensure no interruption in continuity of services.

Added to the data/IT upgrades already in place by the CJAC municipal partners—the cities of Edmond, Midwest City and Oklahoma City—the county justice system is finally expanding its data/IT capacity to meet the needs of staff and residents and provide the CJAC information to review and analyze.

The Data Subcommittee's focus is to gain a better understanding of issues preventing effective data collection and sharing within the criminal justice system, improve capacity of all criminal justice system agencies for collecting and sharing data and begin implementation of projects to allow collection of system-wide data with online access available to the Advisory Council and system stakeholders.

## **CONCLUSION:**

With the second full fiscal year of the CJAC in the books, it is appropriate to pause to reflect on and celebrate the numerous points of progress that have been made. But such temporary celebration should give way to the sober and formidable task still ahead for the CJAC and its partner agencies to expand



**Public Works Administration**

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

**Patrick Menefee, Assistant Director,  
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

TO: Honorable Mayor and City Council

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

DATE: September 8th, 2020

SUBJECT: (TS-442) Discussion and consideration of adding STOP controls to the intersection of Atkinson Drive and Babb Drive.

DATES OF HEARINGS: Commission August 20th, 2020  
City Council September 8th, 2020

APPLICANT/REQUESTOR: Mr. Darrell Walker Sr.  
301 East Atkinson Drive

STAFF SUMMARY: The request meets the warrants outlined by the 2009 MUTCD for a 3 way STOP control.

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended adding STOP controls to the intersection of Atkinson Drive and Babb Drive.**

ACTION REQUIRED: Approve or deny a request to add STOP controls to the intersection of Atkinson Drive and Babb Drive.

**STAFF COMMENTS:**

The applicant, Darrell Walker, has requested STOP signs be added to the intersection of Atkinson Drive and Babb Drive. The speed limit for both intersections is 25 mph. The applicant has 5 signatures of support for the request. The Midwest City Police Department has reported no crashes at the intersection for the past three years. The petition is included with this application.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

## Section 2B.07 Multi-Way Stop Applications

### Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

### Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

### Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

### Option:

05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

*An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

City staff does believe that the criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where all the approaches currently have no signage and they're creating vehicular conflicts when multiple vehicles approach the intersection. **Therefore, staff believes the application does meet requirements for multi-way STOP signs under Section 2B.07.**  
**The Traffic and Safety Commission recommends approval.**

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

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

cc:  
Brandon Clabes, Midwest City Police  
Doug Williams, Street Department Supervisor  
File: TS-442

# TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):

PETITION CONTACT PERSON: Name: DARRELL WALKER SR.  
Address: 301 EAST ATKINSON DRIVE  
Phone: 405-733-0728

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

MR. Patrick Menefee, P.E. City Engineer

Dear Commissioners: We the residents of (our neighborhood) .

request placement of "STOP" signs at the referenced intersection in  
order to ( improve safety, etc.) ( Atkinson and Babb )

Darrell Walker Sr, 301 E Atkinson Dr. Agreement

Robert L. Luff, 306 E. ATKINSON DR. Agreement

Ben [Signature], 208 ATKINSON DR Agreement

Alice Coppenhaver 207 ATKINSON DR. Agreement

George M. Thompson 304 E ATKINSON DR, Agreement



**Public Works City Engineer**  
**Patrick Menefee**  
[pmenfee@midwestcityok.org](mailto:pmenfee@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1066 /Fax: 405-739-1090

**To:** All Traffic and Safety Commission Applicants  
**From:** Patrick Menefee, P.E., City Engineer  
**Date:** May 14th, 2020  
**Subject:** Requests

The Midwest City Engineering Division administers traffic and safety related requests with respect to current City Council adopted policies and standard engineering practices as stated in the **Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2000 edition, as published by the United States Department of Transportation, Federal Highway Administration.**

Attached are the requirements, as adopted originally by the City Council on September 13, 1994, and subsequently revised on October 13, 1998, for submitting a request to the Traffic and Safety Commission for consideration, a sample request letter (for informational purposes only), and the City's standard petition form for "STOP" signs in residential areas. The standard petition form may be modified to suit your particular request. Please be aware that all requests do not necessarily go to the Commission for consideration. Those requests meeting Council and MUTCD usage warrants, for example a street light at the end of a cul-de-sac or a "STOP" sign at the intersection of a local or collector street with an arterial street, do not require Commission action and can be handled administratively through City government. Please read through the attached information. As per Section 2, Article VII of the City's Municipal Code, the Engineering Division has prepared this information to assist you in preparing your request to be heard by the Commission and City Council.

The Traffic and Safety Commission meets monthly, as needed, to hear cases and recommend action to the City Council. Meetings are held on the third Thursday of the month in the City Council Chambers in the Municipal Center, 100 N. Midwest Blvd., at 7:00 p.m. The Commission serves as an **advisory commission** to the City Council. The Commission itself does not have the authority to implement changes. All Commission cases are forwarded, when closed, to the Council for action. The City Council usually hears Commission cases at their second meeting in the month following the Commission's meeting.

Should you have any questions concerning a request or the contents of this packet, please contact the Public Works Department at 739-1264.





**Legend**

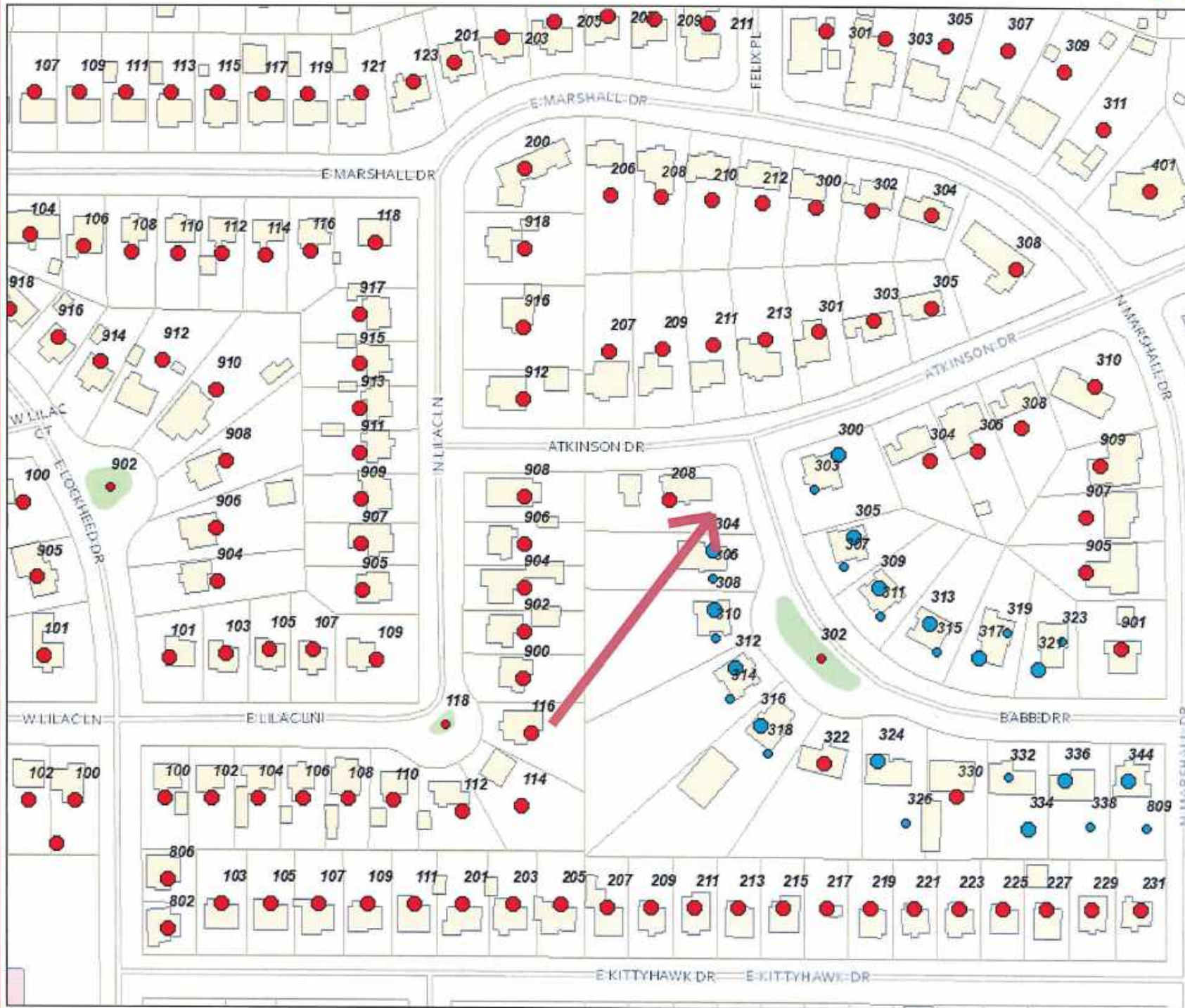
- Street Names
- Special Utility Assessments
- Address Points**
  - Parcel/Primary Address
  - Primary Address
  - Parcel/Secon... Address
  - Secondary Address
  - Parcel/Busin... Address
  - Business Address
  - Parcel/Unit Address
  - Unit Address
  - Cell Tower Address
  - Small Wireless Facility
  - Unit Numbers
  - Landmark Buildings



**1 in = 47 ft**  
when printed actual size on 8-1/2"x11" paper

**DISCLAIMER**

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on the 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.



### Legend

- Street Names
- Special Utility Assessments
- Address Points
  - Parcel/Primary Address
  - Primary Address
  - Parcel/Secon... Address
  - Secondary Address
  - Parcel/Busin... Address
  - Business Address
  - Parcel/Unit Address
  - Unit Address
  - Cell Tower Address
  - Small Wireless Facility



**1 in = 188 ft**  
when printed actual size on 8-1/2"x11" paper

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

TO: Mayor and Council Members  
FROM: Tim Lyon, City Manager  
Date: September 22, 2020  
Subject: Discussion and consideration of naming Town Center Plaza after our founding father "W. P. Bill Atkinson."

---

It is proposed that the new city park that is currently under design and approved under the City's General Obligation Bond, Moving Midwest City Forward, which is located between Sooner Town Center and the land surrounding the clock tower, be named after Midwest City's founding father, W.P. Bill Atkinson. Susan Eads, Ward 1 Councilperson, and staff met with Cindy Mikeman, granddaughter of W.P. Bill Atkinson, who has authorized the naming of the park on behalf of the Atkinson family. In addition, Ms. Mikeman has agreed the statue of W.P. Bill Atkinson should be moved from the Charles Johnson park to this location. This would allow the statue to be located at the original Midwest City City Hall site.

Staff recommends approval.

  
\_\_\_\_\_  
Tim Lyon



**City Manager**

100 N. Midwest Boulevard Midwest  
City, OK 73110 office 405.739.1201

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: September 08, 2020

SUBJECT: Discussion and consideration of approving an ordinance as required by Article IV, Section 4 of the Midwest City Charter declaring one (1) 2014 Chevrolet Caprice Vin# 6G3NS5U24EL931179, which has a value of more than \$10,000, surplus and authorizing its disposal; and providing for repealer and severability.

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The 2014 Chevrolet Caprice patrol car identified above was involved in an at-fault accident. OMAG Insurance is the liability carrier for the City and has included salvage value as a part of the property settlement.

There are no other operational applications available within the City for this item.

Staff recommends this item be declared surplus and be disposed of for salvage value.

If you have any questions, please give me a call at 739-1201.

*Tim L. Lyon*





DISCUSSION ITEMS







## The City Of Midwest City Neighborhood Services Department

*Neighborhoods in Action • Code Enforcement • Neighborhood Initiative*  
8726 SE 15<sup>th</sup> Street, Midwest City, OK 73110  
(405)739-1005

**Date:** September 8, 2020

**To:** Honorable Mayor and City Council

**From:** Mike S. Stroh, Neighborhood Services Director

**Subject:** Public hearing with discussion and consideration of an appeal filed by the owner of the property located at 717 South Midwest Boulevard for the notice and order to abate tall grass and weeds.

Midwest City Ordinance 27-8 (c) and Oklahoma State Statutes Title 11 Section 22-111 (A)(7), states that the property owner and/or responsible party have a right to request a hearing before the city council. A request for an appeal/hearing was received on August 7, 2020 for the Notice and Order to abate tall grass and weeds on the property located at 717 South Midwest Boulevard.

The appeal request states the violation has been abated and the appeal is in reference to the six month summarily abatement ability.

Midwest City Ordinance 27-27 (a) and Oklahoma State Statutes Title 11 Sections 22-111 (A) (1) and (B), state that any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared a nuisance and may be summarily abated without further prior notice to the property owner.

I have attached a copy of the Notice and Order that was mailed to the owner, a current copy of the Oklahoma County Assessor record, Neighborhood Services history for that address, and the appeal request.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor's records.

Staff believes that all procedures were followed correctly. Action is at the discretion of the Council.



Mike S. Stroh, Neighborhood Services Director



# The City of Midwest City Neighborhood Services Department

Code Enforcement - Neighborhood Initiative - Property Maintenance

## Notice and Order

July 31, 2020

Property Owner:  
TSW INVESTMENTS LLC  
10724 NE 19TH ST  
MIDWEST CITY, OK 73141

**Description of Property:**

Violation Address: 717 S MIDWEST BLVD, 73110

Tax Roll #:R150514290

Legal Description: COUNTRY ESTATES 4TH 013 039 EX N1FT & EX S1FT

**Case #: CE-20-07038 - Tall Grass & Weeds**

Midwest City Ordinance (MCO) Article II Section 27 states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible party of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. If the owner and/or responsible party of the property fails or refuses to do so, the city may cut, remove or destroy any and all weeds and/or may clean and remove all trash from the property. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrapping, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding, crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by clearing such grass/weeds and trash/debris with the cost of such clearing to be assessed to the owner or responsible party of the property. Any overgrown grass/weeds or accumulations of trash/debris on the owners property occurring within six (6) months after the removal of grass/weeds or trash/debris on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent, or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed two hundred dollars (\$200.00), plus court costs, or both abatement and complaint. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complaint or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Help us to make Midwest City a cleaner place.

Comments: Please mow and maintain any and all tall grass and weeds on property- to include front, back, sides, right of way and all the way to the street. If you have any questions or concerns please call 739-1005. Thank you!

Elyse Cummings  
Code Enforcement Officer



**Larry Stein**  
County Assessor

## Oklahoma County Assessor's Public Access System

320 Robert S. Kerr #313  
Oklahoma City, Ok 73102  
(405) 713-1200



Oklahoma  
Conservation  
Commission

**All records are current as of close of previous working day.**

Larry Stein-Oklahoma County Assessor Public Access System

Home Contact Us Guest Book Map Search New Search

Real Property Display - Screen Produced 8/27/2020 3:23:48 PM

Account: **R150514290** Type: **Residential** Location: **717 S MIDWEST BLVD**  
 Building Name/Occupant: **MIDWEST CITY**  
 Owner Name 1: **TSW INVESTMENTS LLC** 1/4 section #: **1409**  
 Owner Name 2: Parent Acct:  
 Billing Address 1: **10724 NE 19TH ST** Tax District: **TXD 552**  
 Billing Address 2: School System: **Mid-Del #52**  
 City, State, Zip: **OKLAHOMA CITY, OK 73141** Land Size: **0.19 Acres**  
 Land Value: **15,753** Lot Dimensions: **Width 58 Depth 140**  
 Associated **Personal Property** Treasurer: **Click to View Taxes**  
 Sect 3-T11N-R2W Qtr NE **COUNTRY ESTATES 4TH Block 013 Lot 039 Subdivision Sales**

**Full Legal Description:** COUNTRY ESTATES 4TH 013 039 EX N1/4 & EX S1/4

Photo & Sketch (If available)	Comp Sales Address/Date/Price	Report Coming Soon
	<a href="#">320 RUSSELL DR MIDWEST CITY, OK 73110-4926</a>	06/12/2019 \$71,000
	<a href="#">331 RUSSELL DR MIDWEST CITY, OK 73110-4923</a>	12/06/2019 \$99,000
	<a href="#">417 MOISELLE ST MIDWEST CITY, OK 73110-4921</a>	12/17/2019 \$61,500
	<a href="#">307 E KEY BLVD MIDWEST CITY, OK</a>	04/20/2019 \$78,000
	<a href="#">315 E STEED DR MIDWEST CITY, OK 73110-3019</a>	05/17/2019 \$75,500
	<a href="#">310 E JARMAN DR MIDWEST CITY, OK 73110-5027</a>	04/25/2019 \$85,000

Valuation History (\*2020 Valuations are subject to change until certified June 15th, 2020)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Tax	Tax Savings
2020	86,500	86,500	9,515	0	9,515	117.49	1,117.92	0.00
2019	88,000	88,000	9,680	0	9,680	117.49	1,137.30	0.00
2018	83,000	83,000	9,130	0	9,130	110.22	1,006.31	0.00
2017	81,500	81,500	8,964	0	8,964	111.95	1,003.63	0.00
2016	79,500	79,500	8,744	0	8,744	115.06	1,006.20	0.00

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R150514290	2020	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
10/5/2018	>	Deeds	13873	326	54,000	LIU ZIQIANG TSW INVESTMENTS LLC
7/15/2008	>	Deeds	10866	1965	0	LIU ZIQIANG & MONGINH TRAN LIU ZIQIANG
6/26/2008	>	Deeds	10866	1966	36,000	WACHOVIA BANK NA TRS LIU ZIQIANG & MONGINH TRAN
12/26/2007	>	Hmstd Off &	10700	382	0	ROBERSON KENNETH WACHOVIA BANK NA TRS
11/5/2004	>	Deeds	9521	1825	63,000	THOMAS ABRAHAM ABRAHAM SHINY ROBERSON KENNETH

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2019	02/26/2019	88,000	87,150	9,586	0	9,586
2019	04/12/2019	88,000	88,000	9,680	0	9,680
2018	04/09/2018	83,000	83,000	9,130	0	9,130
2017	02/24/2017	81,500	81,500	8,964	0	8,964
2016	02/26/2016	79,500	79,500	8,744	0	8,744

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
3/26/2004	10289912	OKLAHOMA CITY	1	Remodeled	2,005	Inactive

Click button on building number to access detailed information:

Click	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
	1	Improved	Ranch 1 Story	1952	868	1 Stories

Search...

Stroh, Mike

INBOX PLL Case/Permits

- General
- Projects
- All Code Enforcement Cases
- Open Code Enforcement Cases
- TCOPLN Open CE Tasks
- WPASCOE Open CE Tasks
- CE Mgmt - Open Cases by TimeFrame
- CCARTMILL Open CE Tasks
- CE Mgmt - Cases Created (Other Nuisance)
- CE Mgmt - Cases Created (Vehicles)
- CE Mgmt - Cases Created (Trash & Debris)
- JCRUTCHER Open CE Tasks
- SBARNARD Open CE Tasks
- CE Mgmt - Cases Created (Rubbish)
- CE Mgmt - Cases Created (Tall Grass & Weeds)
- DPATTERSON Open CE Tasks
- MMANOS Open CE Tasks
- CE Mgmt - Cases Created (All Types)
- CE Mgmt - Cases Created (Structures)
- ECUMMINGS Open CE Tasks
- RFRYAR Open CE Tasks
- CE Mgmt - Cases Closed
- CE Mgmt - Citations Written
- CE Mgmt - Reinspections Performed
- CE Mgmt - Report List
- CE Mgmt - Cases with Abatement Contracts
- CE Mgmt - Tasks Recently Completed

**All Code Enforcement Cases**

Open Expand Configure Map

717 s midwest

Case Number	Type	Type Description	Tag	Location	Status	Status Code	Initiated By	Initiated Date	Expiration Date
<input type="checkbox"/> 9726	CE-20-07038	CE-WEEDS Tall Grass & Weeds		717 S MIDWEST BLVD, 73110	CE-CLOSED	CLOSED	ECUMMINGS	07/30/2020 10:44 AM	08/11/2020 10:44 AM

Rows: 200 : 1 - 1 of 1

Case Search

Search found 3 results

#	address	violation	<u>date reported</u>	<u>citation date</u>	<u>mail date</u>	<u>contract date</u>	<u>cleared date</u>	<u>officer</u>	<u>ward</u>	<u>status</u>
<u>86166</u>	717 S MIDWEST BLVD	Tall Grass & Weeds	2019/4/19		2019/4/22		2019/5/6	Shane Barnard	42	closed <a href="#">view letter</a>
<u>90083</u>	717 S MIDWEST BLVD	Tall Grass & Weeds	2019/9/5			2019/9/5	2019/9/11	Elyse Davis	42	closed
<u>90121</u>	717 S MIDWEST BLVD	Tall Grass & Weeds	2019/9/5	2019/9/5	-		2019/9/9	Shane Barnard	42	closed

[admin page](#)

TSW Investments LLC  
10724 NE 19<sup>th</sup> St.  
Midwest City, OK 73141

August 5, 2020

Re: Letter of Appeal Case # CE-20-07038

To: Elsy Cummings- Code Enforcement Officer

I'm writing to ask for an appeal of the 6 month probation period that comes with CE-20-07038. The tenant of my property was getting over Covid 19 and the Midwest City Area had just experienced 6 inches of rain in a week period. The lawn located at 717 S. Midwest Blvd 73110 has since been mowed, and I've had minimal violations on this property. Please feel free to contact me at 405-922-2333.

Sincerely,



Steve West

TSW Investments





**Vaughn Sullivan**  
**Assistant City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
vsullivan@midwestcityok.org  
Office: 405-739-1207  
www.midwestcityok.org

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Assistant City Manger

DATE: September 08, 2020

SUBJECT: Presentation by Heckenkemper Golf Course Design from Tulsa, OK on the development and design phase of the John Conrad Regional Golf Course.

---

Heckenkemper Golf Course Design from Tulsa, OK are completing the development design phase of the John Conrad Regional Golf Course. They have prepared a preliminary presentation to share with the Council. This presentation is for informational purposes.

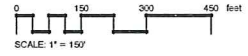
I am available for any additional questions or insight.

Staff recommends approval to move forward with the presentation.

Vaughn Sullivan  
Assistant City Manager

**GUIDING DESIGN PRINCIPLES:**

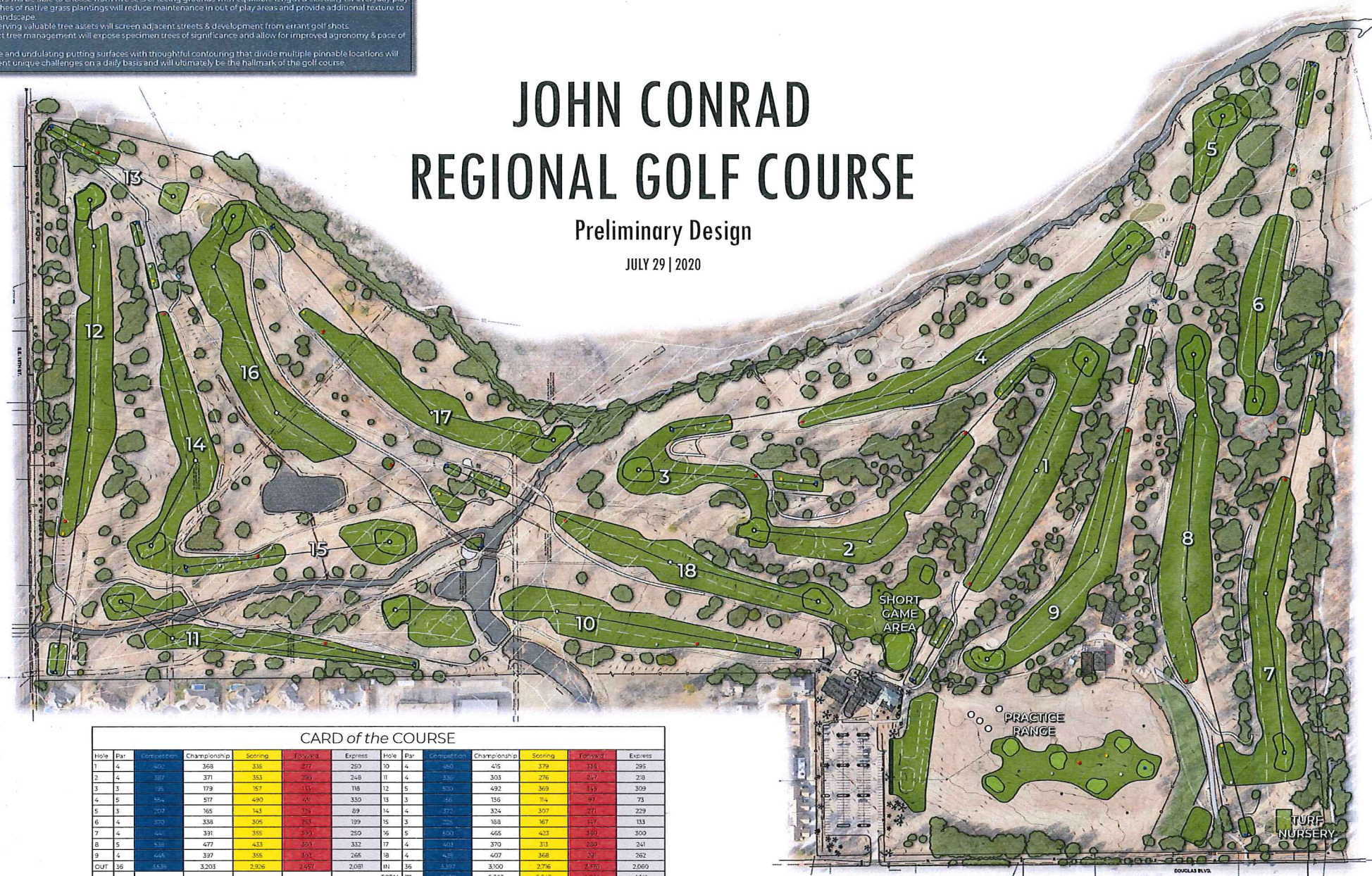
- Golf course must be strategically engaging, enjoyable and challenging for golfers of all skill levels.
- Greens complexes will include expansive short grass areas & open entries to encourage run-up shots & creative use of the ground game.
- Restored fairway & hole corridor width will promote strategic angles of play and benefit player enjoyment & pace of play.
- Grading within the floodplain area will net balance all cut and fill.
- Hole strategy will rely on both natural & boldly-created contouring, while traditional hazards such as water and sand bunkering will be limited.
- The opportunity for lost balls will be avoided at every design decision.
- Players will be able to choose from five sets of teeing grounds with equitable length & elasticity for everyday play.
- Swathes of native grass plantings will reduce maintenance in out of play areas and provide additional texture to the landscape.
- Preserving valuable tree assets will screen adjacent streets & development from errant golf shots.
- Select tree management will expose specimen trees of significance and allow for improved agronomy & pace of play.
- Large and undulating putting surfaces with thoughtful contouring that divide multiple pinnable locations will present unique challenges on a daily basis and will ultimately be the hallmark of the golf course.



# JOHN CONRAD REGIONAL GOLF COURSE

Preliminary Design

JULY 29 | 2020



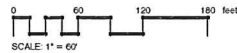
CARD of the COURSE

Hole	Par	Competition	Championship	Scoring	Forward	Express	Hole	Par	Competition	Championship	Scoring	Forward	Express
1	4	482	368	338	277	250	10	4	480	415	379	334	285
2	4	387	371	353	290	248	11	4	336	303	276	247	218
3	3	96	179	157	135	118	12	5	320	492	369	345	309
4	5	544	517	490	401	330	13	3	451	336	314	297	273
5	3	707	365	343	325	89	14	4	372	324	307	271	229
6	4	370	338	306	283	189	15	3	225	188	167	147	133
7	4	441	391	355	293	250	16	5	450	465	402	358	300
8	5	538	477	453	399	332	17	4	403	370	313	289	241
9	4	445	397	355	302	265	18	4	425	407	368	321	282
CUT	36	1439	3203	2926	2487	2081	IN	36	4387	3300	2746	2376	2069
							TOTAL	72	6938	6303	5642	4833	4341





SHORT GAME FACILITY PRELIMINARY DESIGN



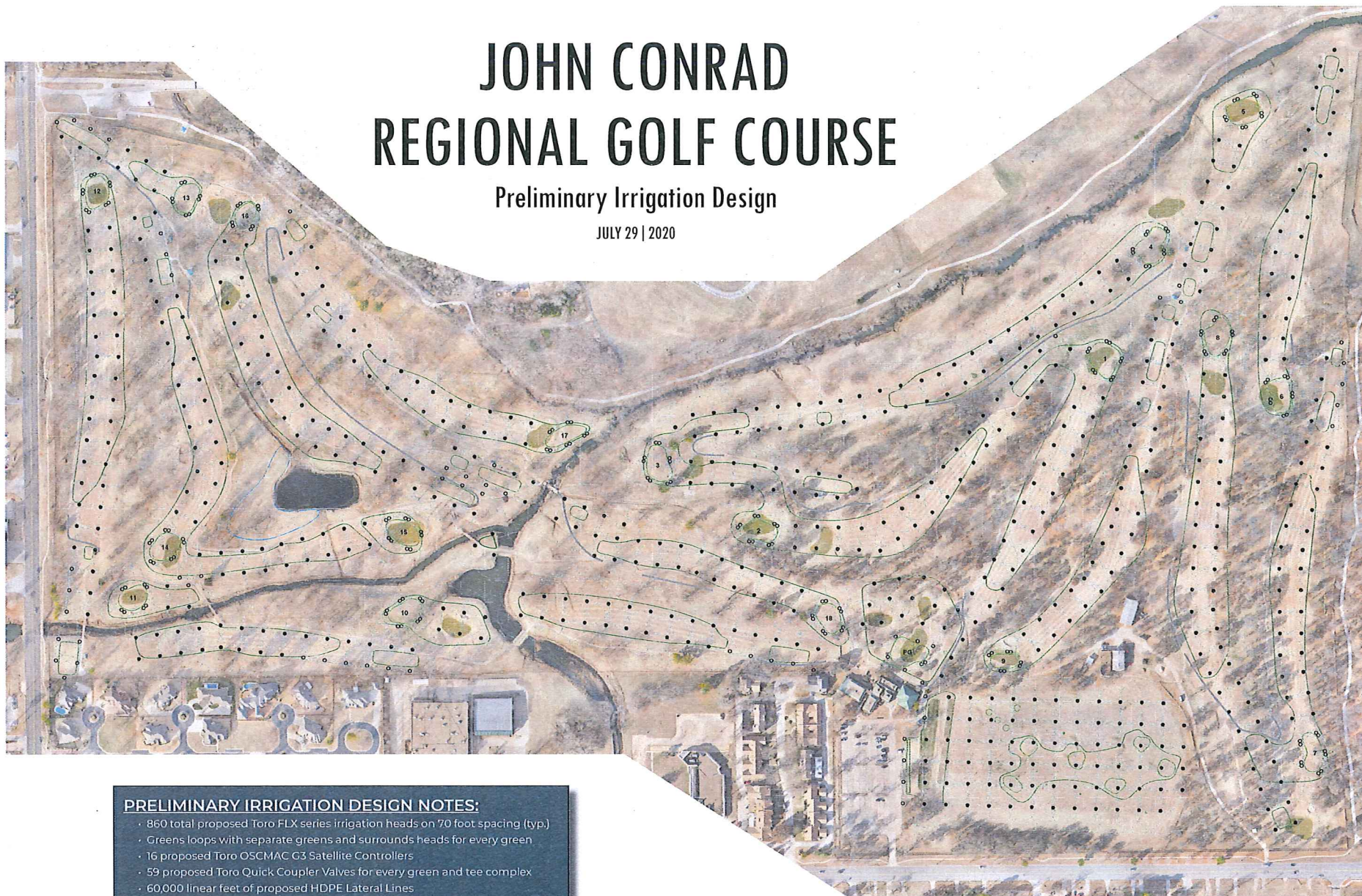
SHORT GAME FACILITY PRELIMINARY DESIGN



# JOHN CONRAD REGIONAL GOLF COURSE

## Preliminary Irrigation Design

JULY 29 | 2020



### PRELIMINARY IRRIGATION DESIGN NOTES:

- 860 total proposed Toro FLX series irrigation heads on 70 foot spacing (typ.)
- Greens loops with separate greens and surrounds heads for every green
- 16 proposed Toro OSCMAC G3 Satellite Controllers
- 59 proposed Toro Quick Coupler Valves for every green and tee complex
- 60,000 linear feet of proposed HDPE Lateral Lines
- 21,358 linear feet of proposed HDPE Mainline
- 2 proposed Watertronics Booster Pumps included
- Double Row System with over 190' effective corridor coverage

LEGEND		
SYMBOL	MANUFACTURER/MODEL DESCRIPTION	QTY
●	Toro FLX30 3 Full circle self-rotating, body inlet 1" AZME body threads, electric valve type w/ Split & Guard Solenoid, pressure regulation at 80psi	826
○	Toro FLX30 2 Adjustable flow 40 to 200 gpm, and 300 ft. inside 1" inlet, AZME body threads, electric valve type w/ Split & Guard Solenoid, pressure regulation at 80psi	234
SYMBOL		
MANUFACTURER/MODEL DESCRIPTION	QTY	
Toro 471 200 Orbital Flow, 1" Single Leg Quick Coupler Valve with Standard Metal Core	59	
Isolation Valve - Line Size	56	
Lateral Isolation Valve (2")	56	
Barrel of CS2 2" Air Vacuum Relief Valve (10" NPSM) - Located By Irrigation Consultant	10	
Draw P/E Valve	3	
Toro GA 4000A Toro OSCMAC G3 Satellite Controller, Plastic Green Cabinet, Radio Control, Laser Terminal Blocks, Switches, Pressure Surge	16	
SYMBOL		
MANUFACTURER/MODEL DESCRIPTION	QTY	
Watertronics Booster Pump - See Details	2	
Irrigation Lateral Line: HDPE FE 4710 DR 13.5	60,000 LF	
Irrigation Mainline: HDPE FE 4710 DR 13.5	21,358 LF	
200' w/ Power Wire		

Note: All Quantities Are For Reference Only, Contractor  
Responsible For Actual Bid Counts.



ERIK CHRISTIANSEN DESIGN GROUP, LTD.  
400 STE KENNEDY WALK 2ND FLOOR, KENNA, IDAHO 83405  
PHONE 208 227-0261 FAX 208 227-0261





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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: September 9, 2020

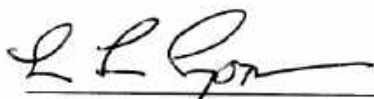
SUBJECT: Discussion and consideration approving a resolution of the council of the City of Midwest City's approval of the June 28, 2018 weighted voting amendment to the agreement creating the 9-1-1 Association of Central Oklahoma Governments (ACOG). This item was on the August 25, 2020 City Council Agenda.

---

On May 28, 2020, the 9-1-1 Board of Directors for the Association of Central Oklahoma Governments met to amend the 9-1-1 Agreement between all the participating local governments regarding the weighed vote of each Board member.

The agreement changed the weighted vote of each Board of Director Member based on the number of landlines located in their local government to a weighted vote being based on their local municipality population.

Mayor Dukes represents the City of Midwest City on the Board of Directors and is recommending that we ratify the attached resolution.

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

RESOLUTION 2020-\_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF MIDWEST CITY'S APPROVAL OF JUNE 28, 2018 WEIGHTED VOTING AMENDMENT TO THE AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

WHEREAS, The AGREEMENT CREATING THE 9-1-1 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS may be altered, amended, or otherwise modified pursuant to a majority vote of a quorum of the Board, provided such amendment, alteration or modification shall be ratified by a majority of the members and approved by the Attorney General prior to its becoming effective; and

WHEREAS, the Weighted Voting Amendment was approved by the 9-1-1 ACOG Board of Directors on June 28, 2018 and ratified by the 9-1-1 ACOG Board of Directors on December 13, 2018; however, was not previously ratified by this City prior to the Attorney General's approval on January 28, 2019.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Midwest City that it does, hereby approve this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the Weighted Voting Amendment, with said Amendment being approved by the 9-1-1 ACOG Board of Directors June 28, 2018 and Ratified by the 9-1-1 ACOG Board of Directors December 13, 2018.

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

ATTEST:

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

# CHRONOLOGY OF 9-1-1 ACOG AGREEMENTS AND BYLAWS

Mark W. Sweeney, AICP  
ACOG Executive Director



MAY 2020

# DEFINITIONS

acog

## AGREEMENT:

A negotiated and usually legally enforceable understanding between two or more legally competent parties about their reciprocal rights and duties regarding past or future.

## BYLAWS:

The rules and regulations enacted by an association or a corporation to provide a framework for its operation and management. This legally binding document serves as an operating manual for the association.

**1987-88**

acog



## 1987-88

The **Agreement** creating **9-1-1 ACOG** was adopted by the **ACOG Board of Directors** by resolution on May 14, 1987. Each member government submitted a resolution from their respective governing bodies approving this **Agreement** (May - November, 1987). The **Agreement** was approved by the **Oklahoma Attorney General** on April 6, 1988. The Agreement was officially filed with the **Oklahoma Office of the Secretary of State** on April 15, 1988.

The **Agreement** creating **9-1-1 ACOG** was generally modeled after the **1983 Amended ACOG Agreement** along with some key differences outlined as follows.

## OBSERVATIONS

- The **Nine-One-One Emergency Number Act, 63 O. S. Supp. 1986, Section 2811**, and following, authorizes the establishment of the 9-1-1 primary emergency telephone number, and encourages units of local government and combinations or associations of such units to develop and improve emergency communication procedures and facilities utilizing the 9-1-1 emergency telephone number.
- The duration of this **Agreement** is contemplated to begin upon execution of this **Agreement** by two or more signatories hereto, and **to continue through the three-year-term of the initial 9-1-1 emergency telephone system levy to be authorized at public elections, and thereafter, without further act of the parties, during the term of any subsequent levy, so long as any two parties continue with such 911 telephone system.**
- The **9-1-1 Association** is a voluntary association with **membership open to all units of general, purpose local government within the ACOG region and adjacent counties in Central Oklahoma who have authorized implementation of 9-1-1 emergency telephone service.**

## OBSERVATIONS CONTINUED

- The **9-1-1 ACOG Board of Directors** shall consist of one member of each governing board of each member public agency.
- **Weighted Voting of the 9-1-1 ACOG Board of Directors:**
  - Each Director representing a member with **a total gross number of exchange access telephone line arrangements of less than 50,000 shall have one vote for each 1,000 - exchange access telephone line arrangements rounded to the nearest 1,000;** and
  - Each Director representing a member with **a total gross number of exchange access telephone line arrangements exceeding 50,000 shall have the votes as stated above for the first 50,000 lines and shall have one additional vote for each additional 2,800 lines, therein rounded to the nearest 100.**

## OBSERVATIONS CONTINUED

- **Weighted Voting of the 9-1-1 ACOG Board of Directors:**
  - Directors representing **more than 50% of the total Weighted Votes of the Board and representing ten or more members shall constitute a quorum for the transaction of business.**
  - **To pass, all questions must receive more than 50% of the total Weighted Vote representing six or more members. All votes shall be subject to roll call upon request by any Director. (Same as 1983 Amended ACOG Agreement)**

## OBSERVATIONS CONTINUED

- **Financing the 9-1-1 Association** – The levy for by the aforesaid Act shall be collected by the respective telephone companies and remitted to each respective member as provided by said Act; the required and appropriate portion of such levy funds shall be disbursed by each member to the 9-1-1 Association monthly sufficient to fulfill the respective portion of each member’s obligations for contractual, administrative, equipment and service and other obligations of the 9-1-1 system as required by contracts and agreements hereinafter entered into by the respective members pertaining to the 9-1-1 system. The appropriate and agreed upon portion of such levy funds determined by such agreements to be necessary for 9-1-1 system purposes shall be utilized by the **9-1-1 Association** solely for such lawful purposes.
- The Board shall annually select a Chairperson, Vice-Chair and Secretary-Treasurer on the **anniversary of the month of the first meeting of Directors.**
- Such officers shall hold office for one year, or until their successors are elected and qualified. **No officer shall succeed more than one consecutive term of office.** (Same as 1983 Amended ACOG Agreement)

## OBSERVATIONS CONTINUED

- It is contemplated that the **Executive Director of the Association of Central Oklahoma Governments shall act as the Executive Director of the 9-1-1 Association.**
- The Board shall govern the activities of the **9-1-1 Association**, and **shall adopt bylaws, policies and procedures as it deems appropriate.**
- To the extent possible, **meetings shall be held on respective dates and times convenient for attendance at ACOG Board meetings.**
- **Withdrawal of Membership** – The withdrawing member shall be obligated to undertake and accomplish the withdrawal in a manner which will at **least disturb or disrupt the ongoing operation of the 9-1-1 emergency telephone system remaining**, particularly with regard to winding up its part of the 9-1-1 system affairs, **through final accounting and settling up of its obligations, liabilities and sale or distribution of its 9-1-1 system property, or portion thereof.**

## OBSERVATIONS CONTINUED

- **Amendment of Agreement** – This Agreement may be altered, amended or otherwise modified pursuant to a majority vote of a quorum of the Board, provided that such amendment, alteration or modification shall be ratified by a majority of the members and approved by the Attorney General prior to its becoming effective. (Same as 1983 Amended ACOG Agreement, which means a majority of the member governments must submit resolutions from their respective governing bodies approving the Amended Agreement. Copies of all the 1987 member resolutions are located in the file).

**Bylaws were never officially established for the Association. For the past 32 years the 9-1-1 ACOG Board of Directors has operated without any Bylaws.**

The ACOG logo is a red right-angled triangle with the lowercase letters "acog" in white, positioned in the bottom right corner of the slide.

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**2018**

acog

## 2018

On June 28, 2018 the **9-1-1 ACOG Board of Directors** voted to have staff prepare an amendment to the **1988 Agreement** to change **the Weighted Voting structure**.

The ACOG logo is a red right-angled triangle with the lowercase letters "acog" in white, positioned in the bottom right corner of the slide.

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## OBSERVATIONS

- The **Weighted Voting** outlined in the original **Agreement** was based on landlines (refer to detailed description above), which were continuing to decrease as more people were switching to cell phones exclusively. The total landlines have been decreasing at a rate of about 10% per year since the mid-1990s.
- The current **Weighted Voting** utilized by **ACOG Board** that was considered by the **9-1-1 ACOG Board** provided the counties with only two votes each. The variation that the **9-1-1 ACOG Board** requested counted the members of the Board representing counties the same as other Board members based on population.
- Staff stated during the June 28 meeting that **ESRI Community Analyst** population numbers will be utilized on an annual basis to determine the calculated **Weighted Voting** for each member.

## 2018

On December 13, 2018 the **9-1-1 ACOG Board of Directors** officially approved the amendment prepared by staff that revised **Weighted Voting** calculations based previously on the total landlines per entity to now be calculated based on population.

## OBSERVATIONS

- **Weighted Voting of the 9-1-1 ACOG Board of Directors:**
  - Each Director shall have a **Weighted Vote** in accordance with the following:
    - Each Director representing a total population of **less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.**
    - Each Director representing a total population of **more than 75,000 shall have the votes as provided above for the first 75,000 population and one (1) additional vote for each additional 7,000 population therein or fraction thereof.**
  - Any changes to the **Weighted Vote** will change the required quorum. This amendment increased the total votes from **197 to 238**, which meant the newly required quorum became **120** instead of **99** in FY 2019.
- The **Amended Agreement** was submitted by staff to the **Office of the Oklahoma Attorney General** for approval in late December 2018.

## OBSERVATIONS CONTINUED

- The existing 9-1-1 Division files show no evidence that the Amended Agreement that was submitted to the AG's Office was ratified by a majority of the members of 9-1-1 ACOG as required by the 1988 Agreement.

**2019**

acog

## 2019

ACOG received an official letter from the **Office of the Attorney General of Oklahoma** dated January 28, 2019 approving the **Interlocal Cooperation Agreement - Amendment (Weighted Vote) of the Agreement creating the 9-1-1 Association of Central Oklahoma Governments - Our File Number ICA-19-0006.**



# CONCLUSIONS: AGREEMENT

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## CONCLUSIONS: AGREEMENT

1. Amendments to the current **Agreement** require a majority vote of a quorum of the **Board of Directors** at any meeting, ratification by resolution from the majority of the member governments and the approval of the **Attorney General of Oklahoma**. **The oversight of not pursuing member ratification of the recent Weighted Voting amendment to the 1988 Agreement means that this important step needs to be taken in order to legally complete the required amendment process.**
2. The **Weighted Vote is a pivotal component of the current Agreement**; it provides political balance to 9-1-1 ACOG (greater population = more votes).
3. **All actions taken by the 9-1-1 ACOG Board of Directors are Weighted Votes.** Even when it is not publicly stated in a Board meeting, the staff is required to evaluate each vote, whether by hand or roll call, **to make sure a measure has received in excess of 50% of the Weighted Vote representing six (6) entities or more of the Board of Directors to pass.**

## PREVIOUS 9-1-1 ACOG BOARD WEIGHTED VOTE (LANDLINES)

ENTITY	PREVIOUS WEIGHTED VOTE
Arcadia	1
Bethany	10
Cedar Valley	1
Choctaw	3
Del City	10
Edmond	25
El Reno	8
Forest Park	1
Guthrie	4
Harrah	1
Jones City	1
Lake Aluma	1
Lexington	1
Luther	1
Midwest City	24
Moore	16
Mustang	4
Newcastle	2
Nichols Hills	3

ENTITY	PREVIOUS WEIGHTED VOTE
Nicoma Park	1
Noble	2
Norman	39
Piedmont	1
Slaughterville	1
Smith Village	1
Spencer	2
The Village	6
Tuttle	1
Valley Brook	1
Warr Acres	5
Woodlawn Park	1
Yukon	9
Canadian County	1
Cleveland County	2
Logan County	4
Oklahoma County	3
<b>TOTALS</b>	<b>PREVIOUS VOTES 197</b>

## FY2021 9-1-1 ACOG BOARD WEIGHTED VOTE (POPULATION)

ENTITY	2017 ESRI POPULATION	FY 2019 WEIGHTED VOTE	2019 ESRI POPULATION	FY 2021 WEIGHTED VOTE
Arcadia	252	1	270	1
Bethany	21,022	8	20,677	9
Cedar Valley	329	1	309	1
Choctaw	12,628	5	12,424	5
Del City	22,581	9	22,104	9
Edmond	94,816	33	93,830	33
El Reno	17,838	7	17,736	8
Forest Park	1,130	1	1,083	1
Guthrie	10,468	4	10,425	5
Harrah	5,955	2	6,123	3
Jones City	3,045	1	2,975	2
Lake Aluma	100	1	96	1
Lexington	2,423	1	2,460	1
Luther	1,528	1	1,551	1
Midwest City	59,355	24	58,503	24
Moore	60,042	24	62,774	26
Mustang	19,277	8	19,393	8
Newcastle	9,529	4	10,038	5
Nichols Hills	3,929	2	3,804	2

CONTINUED

ENTITY	2017 ESRI POPULATION	FY 2019 WEIGHTED VOTE	2019 ESRI POPULATION	FY 2021 WEIGHTED VOTE
Nicoma Park	2,659	1	2,623	2
Noble	6,964	3	7,195	3
Norman	122,025	37	125,357	38
Piedmont	6,889	3	7,071	3
Slaughterville	4,360	2	4,389	2
Smith Village	71	1	71	1
Spencer	4,343	2	4,261	2
The Village	9,495	4	9,554	4
Tuttle	6,805	3	7,093	3
Valley Brook	732	1	725	1
Warr Acres	11,036	4	10,861	5
Woodlawn Park	169	1	164	1
Yukon	25,854	10	25,027	11
Canadian County	6,991	3	5,797	3
Cleveland County	14,108	6	14,276	6
Logan County	31,229	12	31,942	13
Oklahoma County	21,334	9	20,858	9
<b>TOTALS</b>	<b>POPULATION 621,311</b>	<b>VOTES 238</b>	<b>POPULATION 623,839</b>	<b>VOTES 252</b>

## CONCLUSIONS: AGREEMENT CONTINUED

4. The staff policy of using the **ESRI Community Analyst** population numbers to calculate the **Weighted Vote** for each member on an annual basis was never officially adopted as an amendment to the current **Agreement**.
5. Need to determine the anniversary month of the first **Board of Directors** meeting to verify election month for Board officers or amend the agreement to coincide with the ACOG Board Officer elections (May).

# CONCLUSIONS: BYLAWS

acog

## CONCLUSIONS: BYLAWS

1. As recommended by NG 9-1-1 consultant, Mission Critical Partners (MCP), 9-1-1 ACOG needs to establish **Bylaws for the association as directed by the 1988 Agreement**.
2. Developing or amending **Association Bylaws** appears to be solely the responsibility of the **Board of Directors** and can be approved by a majority vote of a quorum of voting members present at a regular meeting. No need for member government ratification or approval from the **Oklahoma Attorney General**.
3. Proposed **Bylaws** cannot contradict or change the approved components of the current **Association Agreement**; e.g., **Weighted Vote**. **Bylaws often mirror the Association Agreement, but are always subservient to the Association Agreement**.





# QUESTIONS?

**Mark W. Sweeney, AICP**  
Executive Director  
[msweeney@acogok.org](mailto:msweeney@acogok.org)

ASSOCIATION OF  
CENTRAL OKLAHOMA  
GOVERNMENTS

[acogok.org](http://acogok.org)  
Office: 405.234.2264



**City Manager**

100 N. Midwest Boulevard  
tlyon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Mayor and Council Members

FROM: Tim Lyon, City Manager

Date: September 22, 2020

Subject: Discussion and consideration of forming a Race Relations Committee to study and make recommendations on promoting diversity and advancing inclusion throughout our community and appointing Councilmember Española Bowen as Committee Chair.

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The purpose of the Race Relations Committee is to work with community partners to identify racial barriers, promote racial unity, develop opportunities for racial equity and implement solutions for change. It is proposed the Committee be comprised of seven members including the Committee Chair. The Committee will represent a member from the following ethnicities in our community:

- African-American
- Asian
- Hispanic/Latino
- American Indian
- Pacific Islander
- Open Position

An application process will be created for citizens who wish to serve who show an interest in community outreach, racial equity, community empowerment and cross-cultural engagement.

The Mayor and Vice-Mayor recommend that Councilmember Española Bowen serve as the Race Relations Committee Chair.

Approval is at the discretion of the Council.

*Tim L. Lyon*

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Tim Lyon



NEW BUSINESS/  
PUBLIC DISCUSSION





## MUNICIPAL AUTHORITY AGENDA

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

September 08, 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 August 25, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Sanitation (41) \$550,000. (Finance - C. Barron)
  3. Discussion and consideration to approve entering into a lease-to-own contract with Vacuum Truck Sales and Service for one (1) new IBAK CCTV Van and Software in the annual amount of \$53,257.01 for five (5) consecutive years per Sourcewell 2018 Contract #122017-RVL. (Public Works - P. Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



CONSENT AGENDA



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

### **Midwest City Municipal Authority Minutes**

August 25, 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 6:41PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

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

1. Discussion and consideration to approve the minutes of the August 11, 2020 regular meeting, as submitted.
2. 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 July 31, 2020.

### **NEW BUSINESS/PUBLIC DISCUSSION.**

There was no new business or public discussion.

### **ADJOURNMENT.**

There being no further business, Chairman Dukes adjourned the meeting at 6:42 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  
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 8, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Sanitation (41) \$550,000.

This supplement is needed to increase budget to purchase 55 acres of Oklahoma County property where our current solid waste transfer station is located.

*Christy Barron*

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**September 8, 2020**

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			550,000	
		<u>0</u>	<u>0</u>	<u>550,000</u>	<u>0</u>

**Explanation:**  
 To increase budget for purchase of 55 acres of Oklahoma County property. Funding to come from fund balance.





**Public Works Administration**

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

**Public Works Director**

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

(405) 739-1061

**Public Works City Engineer**

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

(405) 739-1062

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

**Memorandum**

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: 08 September 2020

Subject: Discussion and consideration to approve entering into a lease-to-own contract with Vacuum Truck Sales and Service for one (1) new IBAK CCTV Van and Software in the annual amount of \$53,257.01 for five (5) consecutive years per Sourcewell 2018 Contract #122017-RVL.

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The camera van used to survey the sewer collection system has been inoperative for over two years and we have had to rent smaller inadequate equipment to make important decisions about sewer repairs or replacement. Given the importance of this piece of equipment and the risk associated with making decisions without accurate information a new unit was submitted for consideration in FY 20 – 21. During budget discussions, in an attempt to balance and / or reduce the budget request for fund 192 (Wastewater) the IBAK CCTV Van and Software outright purchase was replaced with a “lease-to-own” option. The purchase price before financing is \$241,089.60 and this agreement is for five (5) annual payments of \$53,257.01 with a \$1.00 buyout option for a grand total of \$266,286.05. Funding for the lease-to-purchase agreement was budgeted, appropriated, and is ready to be encumbered after approval.

Action is at the discretion of the Chairman and Trustees.

Respectfully,

R. Paul Streets  
Public Works Director

Attached: IBAK CCTV Van and Software Quote  
IBAK CCTV Van and Software Lease-To-Purchase Agreement



## Quotation# 3/6/20-140

Date: March 6, 2020

City of Midwest City  
Mr. Justin Madison  
8730 S.E. 15th Street  
Midwest City, Oklahoma 73110

### IBAK Equipment Description

#### PREMUNUM MAIN LINE HD CCTV PIPE INSPECTION SYSTEM

The IBAK Premium main line van-mounted system gives contractors or municipalities the ability to inspect 4" to 110" sewer or storm drain lines. This system is designed to be upgradeable to include Lisy lateral inspection system or many of the fine IBAK products.

#### ORION Zoom PAN & TILT CAMERA

- \* Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines
- \* May be used on tractor or pushrod
- \* Auto-up-righting, LED Lighting and 33 kHz Transmitter for locate
- \* New wide angle of view = 90°
- \* Higher resolution and significantly improved picture quality
- \* Laser diameter, deformation, defect and object measurement (third party software required - not included)

#### T76 TRACTOR (For Large Diameter Pipe)

- \* Mainline tractor for use in pipelines 5" and up
- \* Zero turn radius, full steering with ATC (Automatic Tilt Compensation)
- \* Includes lowering claw, toolset and 5"/6"/8"/10" & 12" wheel-sets
- \* T76 can be used as the chassis for the LISY 3 Extension

#### T76/86 CB 3.2 Camera Base Module (For Large Diameter Pipe)

- Includes transmitter (33kHz) AND (512Hz)
- \* Required for operation of T76/86 as mainline tractor
  - \* Includes integrated transmitter for location

#### Remote Elevator for T76/86 (For Large Diameter Pipe)

- \* Raises the camera to allow centering in pipeline, controlled at the operator station
- \* Lifts camera above water line in pipes with flow

#### T-66 Camera Tractor with 4",6",8" & 10" wheel sets

- Small mainline tractor for use in pipelines 4" and up
- Zero turn radius, full steering with ATC (Auto Tilt Compensation)
- Includes lowering claw, toolset and 4"/6"/8"/10" wheelsets

#### Camera Base Module for T66 Type 2.1

- This camera connection is ideal for working in 4" – 10" pipe diameters

#### Additional Weight Kit for T-66 Tractor

- The T-66 weight kit is designed to be used with the T-66 tractor when inspecting 500' plus length inspections.

**BS 3.5 Vehicle Mounted Control Panel**

Diagnostic and control center with color touch-screen panel.  
Video IN/OUT, RS232, PS2 Keyboard included.  
Automated SD card update port for new firmware.  
19" rack mount main control unit.

**19" Industrial PC**

These specifications or greater:

- \* Intel Core Duo Processor
  - \* 2 GB RAM
  - \* 80 GB Solid State OS Hard Drive
  - \* 1 TB hard disk
  - \* DVD-R/CD-RW drive
  - \* Keyboard and Optical Mouse
  - \* Operating system Windows 7 Professional
  - \* 17" VGA LCD Monitor
- Video Card

\$190.00

**KW305 Synchronized Power Cable Reel**

Synchronized cable payout and retraction.  
Automatic level wind.  
Requires vehicle installation.  
Includes remote control pendant and LED boom light.  
Distance counter with rear display.  
Holds up to 1000 Multi conductor video cable  
Includes integrated tractor lowering winch and control.

**Camera Cable Type 524/11- 1000 feet**

**Cable Deflection Pulley KUV 2.7 Cable Deflection Pulley**

Bottom Manhole Roller

**Pressure Test Set**

**Tungsten Carbide Wheel set for 6" pipe (T-66 Tractor)**

**Tungsten Carbide Wheel set for 8" pipe (T-66 Tractor)**

**Treaded Wheel set for 8" pipe (T-66 Tractor)**

**Pneumatic Tire for T-66 tractor**

**Pneumatic Tires & spacers for 18" & Larger pipe (T-76 Tractor)**

**Cable Deflection KUV3**

**VTS Style**

\*Upper manhole deflection unit

\*Protects cable during remote setups

**Tiger Tail with rope (For Cable Protection)**

**Cable Deflection Pulley KW305/505**

\*Attaches to the boom for off-manhole setups

**Aluminum Reel Rack with Slide out aluminum storage drawer**

**PipeLogix Phoenix PACP 7 pipe inspection software with GIS Module,  
License for CCTV Van, License for Engineering office & 18 months  
service contract.**

### Commercial Cargo Box

- Commercial FRP (fiberglass reinforced plywood) 14' Box
- \* Dim: 14'x8'x6'6"
- \* Chassis purchased separately, call for required chassis specifications
- \* Includes installation of box on approved chassis
- \* Dual swing open rear doors
- \* Side entry door
- \* Rear backup camera
- \* Onan 5.5Kw Commercial Genset (GAS)
- \* Walk-thru design with partition wall and door
- \* Sliding partition window
- \* 12VDC LED Lighting
- \* Aluminum plank flooring
- \* 13,500 BTU Roof Air
- \* Exterior shore power package
- \* Aux battery and charging system
- \* 14 gallon pressurized wash down system
- \* Carpeted walls in studio
- \* Kemlite wall covering in work area
- \* Rear 5 compartment toolbox
- \* Laminate base cabinetry
- \* Laminate overhead cabinets
- \* Laminate countertops
- \* Butcher block workbench
- \* Strobe light mounted on front roof
- \* Directional Arrow board
- \* Small sink in work area
- \* 15" monitor in work area
- \* 17" monitor in studio

### Chassis

#### 2020 Ford E-350 Gas engine Chassis

- XL TRIM
- Chrome Rims covers front & rear
- Back Up Alarm
- 158" WHEELBASE
- 6.2L V8 Gasoline engine
- DUAL REAR WHEEL
- 12500 GVWR
- TRAILER TOW MIRRORS
- VINYL INTERIOR
- CRUISE
- 55 GAL TANK
- XL Package, Automatic transmission, Cruise, Tilt wheel, A/C and AM/FM Radio
- Cab and Chassis will be Painted White

#### Delivery and Training of IBAK Camera System in Midwest City, Oklahoma:

#### Equipment Pricing

Base unit Retail Sales Price:	\$251,135.00
Sourcewell 4% Discount:	(\$10,045.40)
<b>Total Resale price F.O.B. Midwest City, Oklahoma:</b>	<b>\$241,089.60</b>

Delivery: 120 to 140 Days after receipt of Purchase Order

**Purchaser will be responsible for all appropriate state and local sales tax and vehicle registration.**

Please sign to Accept the terms of this order: \_\_\_\_\_

Purchase Order # & Date: \_\_\_\_\_

Please Apply **Sourcewell 2018 Contract # 122017-RVL** to your Purchase Order



Midwest City Municipal Authority  
100 N. Midwest Blvd  
Midwest City, OK 73130

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Master Lease Purchase Agreement
  - ▣ Exhibit A – Description of Equipment of Lease Agreement
  - ▣ Exhibit B – Schedule of Payments
  - ▣ Exhibit E – Lessee Resolution
  - ▣ Exhibit F – Bank Qualified Certificate
  - ▣ Exhibit G – Agreement to Provide Insurance
  - ▣ Exhibit H – Lessee Certificate
  - ▣ Notice of Assignment and Letter of Direction
  - ▣ Internal Escrow Letter
  - ▣ Lease Payment Instructions
  - ▣ Exhibit C-1 – Payment Request and Partial Acceptance Certificate
  - ▣ Exhibit C-2 – Final Acceptance
  - ▣ 8038-G
- Copy of Tax Exempt Certificate (please provide if applicable)

Include in the return documentation a check in the amount of **\$250.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is your one-time documentation and processing fee.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with your company for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

*Jered Freudenberg*

Enclosures

# MASTER LEASE PURCHASE AGREEMENT

## Lessee

Midwest City Municipal Authority  
100 N. Midwest Blvd  
Midwest City, OK 73130  
E-mail: [PStreets@midwestcityok.org](mailto:PStreets@midwestcityok.org)  
Attn: Public Works Director

## Lessor

Lease Servicing Center, Inc. dba NCL Government Capital  
220 22<sup>nd</sup> Ave E., Ste 106  
Alexandria, MN 56308

Dated as of August 31, 2020

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

### I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

### II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

### III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS

AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

#### **IV. Non-Appropriation**

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor will coordinate with Lessee by sending an e-mail to Lessee's Public Works Director at [PStreets@midwestcityok.org](mailto:PStreets@midwestcityok.org) as to a date and time reasonably acceptable to Lessee ("Lessor's Self-Help Request") for Lessor to enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for the reasonable costs incurred; provided, however, that if Lessee fails to respond to Lessor's e-mail to provide a date and time that is within 10 days from Lessor's Self-Help Request, Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for the costs incurred.

#### **V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence**

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, after reaching an agreement with the Lessor to determine which of these options will be exercised, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

#### **VI. Title and Security Interest**

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee

authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

**Section 6.03. Personal Property.** The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## **VII. Assignment**

**Section 7.01. Assignment by Lessor.** All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

**Section 7.02. Assignment by Lessee.** None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## **VIII. Maintenance of Equipment**

**Section 8.01.** Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

## **IX. Default**

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor will coordinate with Lessee by sending an e-mail to Lessee's Public Works Director at [PStreets@midwestcityok.org](mailto:PStreets@midwestcityok.org) as to a date and time reasonably acceptable to Lessee for Lessor to enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for the costs incurred; provided, however, that if Lessee fails to respond to Lessor's e-mail to provide a date and time that is within 10 days from Lessor's request for Lessor to enter the premises to recover the Equipment, Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for the reasonable costs incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof,

## **X. Miscellaneous**

**Section 10.01. Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by overnight courier or by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02. Binding Effect.** This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

**Section 10.03. Severability.** In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04. Amendments, Addenda, Changes or Modifications.** This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

**Section 10.05. Execution in Counterparts.** This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06. Captions.** The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 10.07. Entire Writing.** This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings,



agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal court sitting in Oklahoma, over any suit, action or proceeding arising out of or relating to this Agreement will be heard in Federal court within Oklahoma County. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lessee: Midwest City Municipal Authority**

**Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital**

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

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

**Typed:** Tim Lyon

**Print:** \_\_\_\_\_

**Title:** City Manager

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

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

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

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 08/31/2020 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto dated as of August 31, 2020.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	VIN #/Serial Number	Type, Make, Model
1		IBAK CCTV Pipe Inspection System mounted on 2020 Ford E-350 Gas engine chassis

**EQUIPMENT LOCATION** Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 100 N. Midwest Blvd  
Midwest City, OK 73130

GARAGING ADDRESS: 8730 SE 15th  
Midwest City, OK 73130

**Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.**

**Lessee: Midwest City Municipal Authority**

**Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital**

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

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

Typed: Tim Lyon

Print: \_\_\_\_\_

Title: City Manager

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

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

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

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**Interest Rate = 3.41%**

**Amount Financed = \$241,089.60**

**Start Date = 9/15/2020**

<b>Number</b>	<b>Date</b>	<b>Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Option*</b>
1	9/15/2021	\$53,257.01	\$8,215.06	\$45,041.95	N/A
2	9/15/2022	\$53,257.01	\$6,680.27	\$46,576.74	\$156,944.46
3	9/15/2023	\$53,257.01	\$5,093.18	\$48,163.83	\$106,372.43
4	9/15/2024	\$53,257.01	\$3,452.01	\$49,805.00	\$54,077.18
5	9/15/2025	\$53,257.01	\$1,754.93	\$51,502.08	\$0.00

**\*Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

**Lessee: Midwest City Municipal Authority**

**BY:** \_\_\_\_\_

**TYPED:** Tim Lyon

**TITLE:** City Manager

**DATE:** \_\_\_\_\_

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 08/31/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto dated as of August 31, 2020.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on [redacted], 20 [redacted] the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- 1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 08/31/2020, between **Midwest City Municipal Authority** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).
- 2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. The Midwest City Municipal Authority is authorized to enter into the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their IBAK CCTV Pipe Inspection System mounted on 2020 Ford E-350 Gas engine chassis in the amount of \$241,089.60 with 5 annual payments of \$53,257.01.

Authorized Individual(s): **Tim Lyon - City Manager**  
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: [redacted]  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: [redacted] Title: [redacted]  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: [redacted]  
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: [redacted] Title: [redacted]  
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 08/31/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto dated as of August 31, 2020.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: \_\_\_\_\_  
(Signature of individual authorized to execute this Exhibit)

Typed Name: Tim Lyon  
(Typed name of individual who signed directly above)

**EXHIBIT G**

**AGREEMENT TO PROVIDE INSURANCE**

Lessee: Midwest City Municipal Authority

Lessor: Lease Servicing Center, Inc. dba  
NCL Government Capital

Address: 100 N. Midwest Blvd  
Midwest City, OK 73130

Address: 220 22<sup>nd</sup> Ave E., Ste 106  
Alexandria, MN 56308

Phone: (405) 739-1078

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1		IBAK CCTV Pipe Inspection System mounted on 2020 Ford E-350 Gas engine chassis  Value: \$241,089.60

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

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

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

Address: \_\_\_\_\_

Policy #: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Lessee: Midwest City Municipal Authority**

**BY:** \_\_\_\_\_

**TYPED:** Tim Lyon

**TITLE:** City Manager

**DATE:** \_\_\_\_\_

**EXHIBIT H**

**LESSEE CERTIFICATE**

RE: Master Lease Purchase Agreement dated as of 08/31/2020 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto dated as of August 31, 2020.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

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4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

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5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

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**Lessee: Midwest City Municipal Authority**

**BY:**

**TYPED:** Tim Lyon

**TITLE:** City Manager

**DATE:**

**NOTICE OF ASSIGNMENT  
AND  
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to Midwest City Municipal Authority ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated August 31, 2020, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease of other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$53,257.01. As of the date of assignment, 5 payments of \$53,257.01 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.  
Santander Leasing, LLC  
P. O. Box 14565  
Reading PA 19612  
1-800-238-4009

FEIN: 23-1237295

\* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.  
3 Huntington Quadrangle, #101N  
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA  
NCL GOVERNMENT CAPITAL**  
(Lessor/Assignor)

**MIDWEST CITY MUNICIPAL AUTHORITY**  
(Lessee)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TYPED: **Tim Lyon** \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: **City Manager** \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Internal Escrow Letter

08/31/2020

Santander Bank, N.A.  
3 Huntington Quadrangle, Suite 101N  
Melville, NY 11747

RE: Schedule No. 001 dated August 31, 2020 to Master Lease Purchase Agreement dated as of 08/31/2020 (the "Lease"), between Midwest City Municipal Authority (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$241,089.60 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$241,089.60 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

**Lessee: Midwest City Municipal Authority**

BY:

TYPED: Tim Lyon

TITLE: City Manager

DATE:

# Internal Escrow Letter

## Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1	2020	Ford	IBAK CCTV Pipe Inspection System mounted on 2020 Ford E-350 Gas engine chassis		\$241,089.60
				<b>Total Cost:</b>	<b>\$241,089.60</b>
				<b>Down Payment</b>	<b>\$0</b>
				<b>Total Amount Financed</b>	<b>\$241,089.60</b>

**LEASE PAYMENT INSTRUCTIONS**

Lessee: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Invoice Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

Do you have a Purchase Order Number that you would like included on the invoice? No \_\_\_ Yes \_\_\_  
PO# \_\_\_\_\_

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : \_\_\_\_\_

\_\_\_\_\_

Does your PO# change annually? No \_\_\_ Yes \_\_\_

Processing time for new purchase orders: \_\_\_\_\_

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of August 31, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

- 1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Table with 6 columns: Quantity, Year, Make, Type/Style/Model, VIN/Serial Number, Price. Row 1: 1, 2020, Ford, IBAK CCTV Pipe Inspection System mounted on 2020 Ford E-350 Gas engine chassis, \$241,089.60. Summary rows: Total Cost: \$241,089.60, Down Payment: \$0, Total Amount Financed: \$241,089.60.

Vendor Name and Address: Vacuum Truck Sales and Service, LLC
408 Hwy 49
Richland, MS 39218

Vendor Federal ID Number:

Lessee: Midwest City Municipal Authority

BY: [Redacted]

TYPED: Tim Lyon

TITLE: City Manager

DATE: [Redacted]

**EXHIBIT C-2**  
**FINAL ACCEPTANCE**

**Re: Master Lease Purchase Agreement dated as of 08/31/2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and Midwest City Municipal Authority (Lessee) and Schedule No. 001 thereto.**

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

**Lessee: Midwest City Municipal Authority**

**BY:** \_\_\_\_\_

**TYPED:** Tim Lyon

**TITLE:** City Manager

**DATE:** \_\_\_\_\_



NEW BUSINESS/  
PUBLIC DISCUSSION





## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 08, 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 August 18, 2020 special meeting, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration to approve the minutes of the August 25, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  3. Discussion and consideration of approving an additional six-month extension to the FY 2018-19 Memorial Hospital Authority grant awards made to the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program. (General Manager/Administrator - T. Lyon)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - C. Barron)
- D. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. ADJOURNMENT.



CONSENT AGENDA





Notice for the Midwest City Hospital 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 Memorial Hospital Authority Minutes**  
**Special Meeting**

August 18, 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 6:00 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

**DISCUSSION ITEMS.**

1. **Discussion and consideration of awarding COVID-19 Small Business Relief Program grant funds in the amount of \$92,000, based upon the Board of Grantor's recommendations.**  
R. Coleman addressed Council. After discussion, Bowen made a motion to approve as submitted, seconded by Allen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.
2. **Discussion and guidance regarding the distribution of the remainder of the FY 20-2021 Memorial Hospital Authority Grant Program funds.** After Staff and Council discussion, Byrne made a motion to reconvene January 4, 2021 to evaluate how to proceed with remainder of fund distribution and invite Hospital Authority Board of Grantors to attend, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Motion carried.

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

**ADJOURNMENT.**

There being no further business, Chairman Dukes adjourned the meeting at 6:28 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

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**

August 25, 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 6:42 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

### **DISCUSSION ITEMS.**

- 1. Discussion and consideration to approve the minutes of the August 11, 2020 regular meeting, as submitted.** Byrne made a motion to approve the minutes, seconded by Favors. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Abstain: none. Motion Carried.
- 2. Discussion and consideration of approving a Resolution authorizing and approving a Joint Resolution with the Midwest City Chamber of Commerce, Trustor of the Authority, amending the Trust Indenture of the Authority to allow for grants to be awarded for the use of technology which may have an expected useful life of less than twenty (20) years.**  
No Action Taken
- 3. 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.**

Byrne made a motion to recess at 6:44 PM, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Abstain: none. Motion Carried. Trustees returned to meeting at 6:51 PM.

### **EXECUTIVE SESSION.**

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

At 6:51 PM Bowen made motion to enter into Executive Session, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Abstain: none. Motion Carried.

At 7:53 PM Reed made motion to return to Open Session, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Abstain: none. Motion Carried.

No Action Needed.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:53 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard Midwest City, Oklahoma 73110  
Office (405) 739-1207  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator

Date: September 8, 2020

Subject: Discussion and consideration of approving an additional six-month extension to the FY 2018-19 Memorial Hospital Authority grant awards made to the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program.

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As you may recall, at the February 26, 2019 Hospital Authority meeting, you approved funding for the Middle Income Housing Rehab Loan Grant Program and Original Mile Homebuyer Assistance Grant Program. On January 28, 2020, you graciously approved a six-month extension as these programs are on-going and seeing successful results.

As the first six-month extension ended on August 1, 2020, Terri Craft is requesting another extension beginning September 8, 2020 and ending March 9, 2021.

She has provided the below status report and I've attached her request letters for your review.

A handwritten signature in black ink that reads "T. Lyon".

Tim Lyon, General Manager/Administrator

**2018-2019 MCMHA GRANT STATUS REPORT**  
**CITY OF MIDWEST CITY**  
**GRANTS MANAGEMENT DEPARTMENT**  
**August 27, 2020**

**Original Mile Homebuyer Assistance Program** (\$50,000) – the program provides (10) \$5,000 grants for down payment and closing cost assistance to eligible homebuyers purchasing in the Original Mile Revitalization Area of Midwest City. To date (5) properties have closed. Expenditure of MCMHA grant funds is currently at 50% and we do plan to request a 6-month extension to continue the program through the fall. Additional marketing in anticipation of new construction infill projects ready to hit the market soon in the Original Mile should assist in completing this project. The following represents activity to date:

<b>Closing Date</b>	<b>Address</b>	<b>Sale Price</b>	<b>SF</b>	<b>Price per SF</b>	<b>HBA Grant Amount</b>
08/23/2019	209 W. Kittyhawk Dr.	\$ 78,500.00	740	\$106.08	\$5,000
01/15/2020	540 E. Atkinson Dr.	\$ 93,000.00	800	\$116.25	\$5,000
01/20/2020	408 Showalter Dr.	\$ 88,000.00	800	\$110.00	\$5,000
01/24/2020	201 W. Jacobs Dr.	\$109,900.00	1800	\$ 61.05	\$5,000
04/30/2020	307 W. Mimosa Dr.	\$91,100.00	950	\$ 95.89	\$5,000

This program continues to compliment Midwest City’s existing city-wide Homebuyer Assistance Program, serving buyers at a lower income, where there have been (3) additional homeowner purchases in the Original Mile since January of 2020.

**Middle Income Housing Rehab Loan Program** (\$50,000) – program was designed to provide funding for approximately (5) housing rehab loans to middle income homeowners. There are currently no active rehab projects at this time. To date, loan closings and rehab have been completed on (3) projects and loan repayment is in process. MCMHA funds in the amount of \$28,812 have been expended. All loans are current and \$4,533.40 in loan repayments have been received to date. A total of \$1,760.00 in city funds have been spent on these projects for title work, filing fees and LBP testing. It is anticipated that a 6-month extension will be requested.



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

TO: Tim Lyon, Administrator  
Midwest City Memorial Hospital Authority

FROM: Terri L. Craft, Grants Manager

DATE: August 27, 2020

RE: 2018-19 Community Improvement Grant  
Middle Income Housing Rehab Loan Program  
Grant Amount: \$50,000

I would like to respectfully request an additional six-month extension to the grant agreement approved by the Midwest City Memorial Hospital Authority in order to completely expend funds associated with this project. Thank you.

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

Terri L. Craft  
Grants Manager



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

TO: Tim Lyon, Administrator  
Midwest City Memorial Hospital Authority

FROM: Terri L. Craft, Grants Manager

DATE: August 27, 2020

RE: 2018-19 Community Improvement Grant  
Original Mile Homebuyer Assistance Program  
Grant Amount: \$50,000

I would like to respectfully request an additional six-month extension to the grant agreement approved by the Midwest City Memorial Hospital Authority in order to completely expend funds associated with this project. Thank you.

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

Terri L. Craft  
Grants Manager



DISCUSSION ITEM







Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: September 8, 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.

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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

