



MIDWEST CITY

MEETING AGENDAS FOR

March 26, 2019



The 6:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



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 739-1215 or email pmenefee@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.



NEW NOTICE: The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

March 26, 2019 – 6:00 PM

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Public Works Director Vaughn Sullivan
- Pledge of Allegiance by MWC High School Jr. ROTC Cadets
- Community-related announcements and comments
- Check presentation from the MWC Masonic Lodge #532 to the Police Department's Homeless Outreach Program

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 of approving the minutes of the regular meeting of March 12, 2019, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: 2018 Election G.O. Bonds Fund, revenue/Street (09) \$7,945,000; expenses/Street (09) \$7,945,000; revenue/Park & Rec (06) \$3,065,000; expenses/Park & Rec (06) \$3,159,105; revenue/General Gov't (14) \$2,666,500; expenses/General Gov't (14) \$2,603,228; expenses/Transfers Out (14) \$89,976; revenue/29th Street (92) \$662,000; expenses/29th Street (92) \$722,910; revenue/Animal Welfare (10) \$3,141,500; expenses/Animal Welfare (10) \$2,839,642; revenue/Fire (64) \$1,850,500; expenses/Fire (64) \$1,849,227; revenue/Emergency Operations (21) \$360,500; expenses/Emergency Operations (21) \$30,002; expenses/Transfers Out (21) \$330,250. Disaster Relief Fund, revenue/Transfers In (88) \$420,226. Fire Fund, revenue/Miscellaneous (00) \$2,000; expenses/Fire (64) \$2,000. Reimbursed Projects Fund, revenue/Communications (20) \$3,500; expenses/Communications (20) \$3,500; revenue/Economic Development (87) \$50,000; expenses/Economic Development (87) \$50,000; revenue/Fire (64) \$3,449; expenses/Fire (64) \$3,449; revenue/Housing (37) \$50,000; expenses/Housing (37) \$50,000; expenses/Park & Rec (06) \$55,000; revenue/Park & Rec (06) \$55,000; revenue/Public Works (30) \$57,182; expenses/Public Works (30) \$57,182. (Finance - C. Barron)
3. Discussion and consideration of accepting the City Manager's Report for the month of February, 2019. (Finance - C. Barron)
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)

5. Discussion and consideration of the health premiums for the fiscal year 2019-2020 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations to continue current enhancements to the Health Plan.(Human Resources - C. Wilson)
6. Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2019/2020 and approve entering into the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2019/2020 for a net cost of \$19.08 per employee per month. COBRA Addendum there was no fee increase, PBM Fee Schedule Addendum as negotiated by Gallagher Benefits Services which provides for additional rebates on Pharmaceuticals. (Human Resources - C. Wilson)
7. Discussion and consideration of approving a Resolution accepting the FY 2019/2020 SunLife proposed renewal rate(s) to provide Basic and Voluntary Life Insurance products to the City and eligible employees. The City paid Basic Life Insurance premium increases from \$.21 to \$.25 per \$1,000 per employee per month with a two year rate hold; the Retiree Basic Life Insurance premium increases \$.25 per \$1,000 per retiree per month with a two year rate hold; City paid Department Head Long Term Disability rate increases from \$.46 to \$.501 per \$100 of the monthly covered payroll with a two year rate hold; Voluntary Short and Long Term Disability both have a 4% rate increase; Voluntary Life and AD&D Insurance currently has a rate hold with a two year guarantee; and Voluntary Accident and Critical Illness have a rate guarantee through 6/30/2020. (Human Resources - C. Wilson)
8. Discussion and consideration of approving Farley Ward as a candidate for Alternate Judge. (City Manager - G. Henson)
9. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects. (City Manager - G. Henson)
10. Discussion and consideration of accepting the Monthly Neighborhood Services report for February 2019. (Neighborhood Services - M. Stroh)
11. Discussion and consideration of awarding the bid to and entering into a contract with SMC Utility in the amount of \$423,744.00 for the S.E. 29th Street water line extension project from Oak Ave to Post Road. (Community Development - P. Menefee)
12. Discussion and consideration of accepting maintenance bonds from Holland Backhoe Services in the amount of \$3,959.60 for the sewer line improvements installed at 10225 East Reno Avenue. (Community Development - P. Menefee)

13. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190116 from the State Department of Environmental Quality for the Roefan Road and Hand Road Water Line Extension Project, Midwest City, Oklahoma. (Community Development - P. Menefee)
14. Discussion and consideration of awarding the installation and removal of the outdoor warning sirens to SafetyCom, Inc. in the amount of \$73,800 from the competitive bid process completed on March 19, 2019. (Emergency Management - M. Bower)
15. Discussion and consideration of appointing Ms. Kathy Gain to fill the vacant Ward 5 position on the Citizens' Advisory Committee on Housing and Community Development. (Grants Manager, T. Craft)

D. DISCUSSION ITEMS.

1. (PC – 1984) Public hearing with discussion and consideration of an ordinance to amend the Tuscan Ridge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a tract of land lying in the NW/4 of Section 9, T-11-N, R-1-W, of the Indian Meridian, Midwest City, OK. (Community Development - B. Harless)
2. Discussion and consideration of approval of the Final Plat of TimberRidge Pointe Section 4 described as a part of the SW/4 of Section 10, T11N, R1W. (Community Development - B. Harless)
3. Discussion and consideration of approving a resolution defining the process and timeframe by which the Council shall select the most qualified person to fill the impending vacancy in the office of the City Manager. (City Attorney - H. Poole)
4. Discussion and consideration of 1) reappointing Gary Perkins and Dale Milburn to the Plumbing, Gas, and Mechanical Board for additional 3-year terms, and 2) appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Community Development - B. Harless)
5. Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission. (Continued from March 12, 2019 meeting.) (Community Development - B. Harless)
6. Discussion and consideration of appointing a replacement for Tom Jordan on the Builders' Advisory Board. (Continued from March 12, 2019 meeting.) (Community Development - B. Harless)
7. Discussion and consideration of passing an ordinance amending the Midwest City Municipal Code to increase penalties, in Chapter 1, Section 1-15, Specific penalty for violations of Code, stemming from repeated violations to Chapter 24, Section 24-203, Residential parking restrictions, and Chapter 27, Section 27-2, Declared unlawful; penalties, Section 27-28, Accumulation of rubbish declared a nuisance; penalty, Section 27-44, Dumping refuse on property of another, and deleting Section 27-13, Administrative expenses, and deleting Section 27-62, Penalties; and providing for repealer, and severability, and declaring an emergency.

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

F. FURTHER INFORMATION.

1. Minutes of the March 5, 2019 Planning Commission meeting. (Community Development - B. Harless)
2. Minutes of the March 8, 2019 Park Land Review Committee Meeting (Community Development - B. Harless)
3. Discussion and consideration of passing an ordinance amending the Midwest City Municipal Code, Chapter 8, Animals and Fowl: Article II, Impoundment, Title; Section 8-21, Stock Pound Master in Charge of Impounding Animals; Section 8-22, Disposition of Impounded Animals; Section 8-24, Redemption of Impounded Animals; Section 8-26, Fees and Charges; Section 8-42, Area, Enclosure, Location for Large Animals, Except Swine; Section 8-45, Sanitation Standards Generally; Section 8-72, Medical Laboratories, Educational Institutions, Veterinary Hospitals Exempted from Distance Requirements; Section 8-94, Reclaiming Dogs; and Section 8-118, Reclaiming Cats; and Deleting: Section 8-23, Notice of Sale of Impounded Animals; Section 8-25, Monthly Report by Stock Pound Master; Section 8-66, Required, Application Generally; Section 8-67, Contents of Permit Application; Section 8-68, Permit Application to Show Compliance; Section 8-69, Health Approval Prerequisite; Section 8-71, Permits to Keep Pigeons; Section 8-73, Preexisting Nonconforming Commercial Establishments; and Providing for Repealer and Severability. (Police – B. Clabes)

G. ADJOURNMENT.





CONSENT AGENDA



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

Midwest City Council Minutes

March 12, 2019 – 6:00 PM

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

Mayor Matt Dukes called the meeting to order at 6:29 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

OPENING BUSINESS. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Carl Albert Jr. ROTC Cadets Eckart and Cartwright. Council and Staff made community-related announcements.

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

1. Discussion and consideration of approving the minutes of the regular meeting of February 26, 2019, as submitted.
2. Discussion and consideration of accepting the resignation agreement between the City of Midwest City and the City Manager Guy Henson.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Downtown Redevelopment Fund, expenses/29th Street (92) \$4,500. Dedicated Tax 2012 Fund, expenses/Parks (23) \$28,473.
4. Discussion and consideration of passing and approving a Resolution 2019-05 to establish a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy.
5. 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.
6. Discussion and consideration of entering into a Services Agreement with Express Employment Professionals (Express) to provide the City with additional staffing on a temporary basis with a mark-up of 1.40 to the base hourly rate which will be determined based on the temporary position being filled. There will be additional \$25.00 flat fee for the processing of a seven (7) year national background check per individual hired, and a flat fee of \$30.00 for an eleven panel pre-employment drug screen per individual hired, these fees are to be paid by the department utilizing the services.
7. Discussion and consideration of accepting the Monthly Neighborhood Services report for January 2019.

Consent Agenda continued.

8. Discussion and consideration of reappointing Carolyn Burkes and Grace Sullivan to the Parkland Review Committee for additional three-year terms.
9. Discussion and consideration of reappointing Stan Greil, Jess Huskey, and Dee Collins to the Planning Commission for additional 3-year terms.
10. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

DISCUSSION ITEMS.

1. **Public hearing with discussion and consideration of an appeal of the notice and order for living in a recreational vehicle filed by the owner of the property located at 9605 E. Main Street.** After discussion with Staff and property owner, Forest Stanford, Reed made a motion to deny the appeal, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **(PC – 1980) Discussion and consideration of amending Ordinance Number 3353 pertaining to the medical marijuana to correct an error regarding the use chart.** After discussion, Reed made a motion to amend Ordinance 3353, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **(PC-1987) Public hearing with discussion and consideration of an ordinance to redistrict from I-1, Light Industrial to SPUD, Simplified Planned Unit Development governed by the I-1, Light Industrial district and a resolution to amend the Comprehensive Plan to classify the parcel as Industrial for the property described as a part of the SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Road.** After discussion, Reed made a motion to approve Ordinance 3362 and Resolution 2019-06, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of passing an ordinance amending the Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article II, Administration and Enforcement, Amending Section 24-44(a)8 and 9, Adding 24-44(a)10, and Deleting 24-44(b); Amending Section 24-44.1; and providing for repealer and severability.** After discussion, Reed made a motion to approve Ordinance 3360, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of passing an ordinance amending the Midwest City Code, Chapter 28, Offenses - Miscellaneous, Article IV, Offenses Against Property, Section 28- 57.1; and Chapter 1, General Provisions, Section 1-15; and providing for repealer and severability.** After discussion, Eads made a motion to approve Ordinance 3358, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Discussion Items continued.

6. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article I, In General, by adding Section 18-9 Bulk Waste Collection; and amending Article II, Municipal Collection and Disposal Service, Section 18-22(c), City to Furnish Service; Section 18-25(b) and 18-25(f), Container Required, Duty to Use; Section 18-27(a), Residential Service Fees; Special Provisions for Mobile Home Parks; Section 18-28, Business and Commercial Service Fees; Section 18-31, Special Charge for Restoration of Service to Commercial Establishments; and providing for repealer and severability.** After discussion with Staff, Eads made a motion to approve Ordinance 3364, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
7. **(TS-435) Discussion and consideration of a request to change the speed limit from 45 mph to 40 mph for Douglas Boulevard from S.E. 29th Street to Reno Avenue.** After discussion, Bowen made a motion to approve the request, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
8. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 8, Animal Shelter Operation, by adding Section 163, Animal Fee Waiver Events, providing for repealer, severability, and declaring an emergency.**

After discussion with Staff, Byrne made a motion to approve Ordinance 3363, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Eads made a motion to approve the emergency clause for Ordinance 3363, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
9. **Discussion and consideration of 1) reappointing Jim McWhirter to the Builders' Advisory Board for an additional three-year term, and 2) appointing a replacement for Tom Jordan.** After discussion, Eads made a motion to reappoint Jim McWhirter and to take no action on a replacement for Tom Jordan, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
10. **Discussion and consideration of 1) reappointing Gary Bachman and Nick Timme to the Traffic and Safety Commission for additional two-year terms, and 2) appointing a replacement for Kenny Stephenson to the Traffic and Safety Commission.** After discussion, Eads made a motion to reappoint Nick Timme and to take no action on a replacement for Gary Bachman and Kenny Stephenson, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
11. **Discussion and consideration of approving a modification to Phase II and III of the 2018 General Obligation Bond proposals approved by the voters of Midwest City on August 28, 2018.** Greg Neito, The Baker Group, addressed Council. After discussion, Eads made a motion to approve the modification, as submitted, seconded by Byrne. Roll call vote, Ayes: Eads, Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

FURTHER INFORMATION.

1. Minutes of the February 21, 2019 Traffic and Safety Commission meeting. (Community Development - P. Menefee)
2. An ordinance amending the Midwest City Municipal Code to increase penalties, in Chapter 1, Section 1-15, Specific penalty for violations of Code, stemming from repeated violations to Chapter 24, Section 24-203, Residential parking restrictions, and Chapter 27, Section 27-2, Declared unlawful; penalties, Section 27-28, Accumulation of rubbish declared a nuisance; penalty, Section 27-44, Dumping refuse on property of another, and deleting Section 27-13, Administrative expenses, and deleting Section 27-62, Penalties; and providing for repealer, and severability, and declaring an emergency. (City Attorney – Poole)

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 7:22 PM.

ATTEST:

MATT DUKES, Mayor

SARA HANCOCK, City Clerk



Finance Department

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

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: March 26, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: 2018 Election G.O. Bonds Fund, revenue/Street (09) \$7,945,000; expenses/Street (09) \$7,945,000; revenue/Park & Rec (06) \$3,065,000; expenses/Park & Rec (06) \$3,159,105; revenue/General Gov't (14) \$2,666,500; expenses/General Gov't (14) \$2,603,228; expenses/Transfers Out (14) \$89,976; revenue/29th Street (92) \$662,000; expenses/29th Street (92) \$722,910; revenue/Animal Welfare (10) \$3,141,500; expenses/Animal Welfare (10) \$2,839,642; revenue/Fire (64) \$1,850,500; expenses/Fire (64) \$1,849,227; revenue/Emergency Operations (21) \$360,500; expenses/Emergency Operations (21) \$30,002; expenses/Transfers Out (21) \$330,250. Disaster Relief Fund, revenue/Transfers In (88) \$420,226. Fire Fund, revenue/Miscellaneous (00) \$2,000; expenses/Fire (64) \$2,000. Reimbursed Projects Fund, revenue/Communications (20) \$3,500; expenses/Communications (20) \$3,500; revenue/Economic Development (87) \$50,000; expenses/Economic Development (87) \$50,000; revenue/Fire (64) \$3,449; expenses/Fire (64) \$3,449; revenue/Housing (37) \$50,000; expenses/Housing (37) \$50,000; expenses/Park & Rec (06) \$55,000; revenue/Park & Rec (06) \$55,000; revenue/Public Works (30) \$57,182; expenses/Public Works (30) \$57,182.

The first supplement is needed to budget revenue and expenses from 2018 G.O. Bond issuance #1 and transfers out to reimburse Disaster Relief Fund for bond-related project expenses already incurred. The second supplement is needed to budget transfers into Disaster Relief Fund from 2018 Election G.O. Bonds Fund to reimburse for 2018 G. O. Bond project expenses. The third supplement is needed to budget Walmart fire prevention donation and associated expense. The fourth supplement is needed to budget fiscal year 2018-2019 intra-City Hospital Authority grant revenue and associated expenses.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

March 26, 2019

Fund 2018 ELECTION G.O. BONDS (270)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
9	Street	7,945,000		7,945,000	
6	Park & Rec	3,065,000		3,159,105	
14	General Gov't	2,666,500		2,603,228	
14	Transfers Out			89,976	
92	29th Street	662,000		722,910	
10	Animal Welfare	3,141,500		2,839,642	
64	Fire	1,850,500		1,849,227	
21	Emergency Operations	360,500		30,002	
21	Transfers Out			330,250	
		<u>19,691,000</u>	<u>0</u>	<u>19,569,340</u>	<u>0</u>

Explanation:
To budget revenue and expenses from 2018 G.O. Bond issuance #1 and transfers out to reimburse Disaster Relief Fund for bond-related project expenses already incurred. Funding to come from bond proceeds and loan from Capital Outlay Reserve Fund (\$183,340).

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
88	Transfers In	420,226			
		<u>420,226</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To budget transfers in to reimburse fund for 2018 G.O. Bond Project expenses.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	2,000			
64	Fire			2,000	
		<u>2,000</u>	<u>0</u>	<u>2,000</u>	<u>0</u>

Explanation:
To budget Walmart fire prevention donation and associated expense.

SUPPLEMENTS

March 26, 2019

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
20	Communications	3,500		3,500	
87	Economic Development	50,000		50,000	
64	Fire	3,449		3,449	
37	Housing	50,000		50,000	
6	Park & Rec	55,000		55,000	
30	Public Works	57,182		57,182	
		219,131	0	219,131	0

Explanation:
To budget fiscal year 2018-2019 intra-City Hospital Authority grant revenue and associated expenses.



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: March 26, 2019

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of February, 2019.

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

Street and Alley (13) decreased due to the payments to:
OK Department of Transportation <\$380,000>

Capital Improvements (157) decreased because of the payments to:
OK Department of Transportation <\$525,733>
MTZ Construction Inc. <\$185,335>

Downtown Redevelopment (194) decreased due to the payment to:
OK Department of Transportation <\$183,267>

Hotel/Conference Center (195) had an operational gain of \$32,950 in February.

Golf (197) had an operational loss of \$29,610 in February.

MWC Hospital Authority (425) activities for February:

Compounded Principal (9010) – unrealized gain on investment	\$2,053,950
Discretionary (9050) – unrealized gain on investment	\$422,285
– reclassified land held to expense	<\$2,244,250>

This item is at Council's discretion.

Christy Barron

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	2,859,934	-	2,364,357	1,719,872	(1,224,295)	495,577	2,859,934
10	GENERAL	5,887,247	(143,746)	4,922,938	25,526,927	(24,706,363)	820,564	5,743,502
11	CAPITAL OUTLAY RESERVE	934,047	-	924,939	14,063	(4,955)	9,108	934,047
13	STREET AND ALLEY FUND	1,172,758	-	1,237,093	378,936	(443,270)	(64,335)	1,172,758
14	TECHNOLOGY FUND	185,505	-	263,115	256,435	(334,045)	(77,610)	185,505
15	STREET LIGHT FEE	1,470,956	-	1,103,255	402,427	(34,726)	367,701	1,470,956
16	REIMBURSED PROJECTS	588,966	(184,121)	580,104	98,397	(273,657)	(175,260)	404,845
17	29TH & DOUGLAS PROPERTY	5,500,250	-	5,500,144	106	-	106	5,500,250
20	MWC POLICE DEPARTMENT	3,456,644	(270)	2,477,841	10,586,709	(9,608,176)	978,534	3,456,375
21	POLICE CAPITALIZATION	858,935	-	411,574	763,899	(316,538)	447,361	858,935
25	JUVENILE FUND	43,275	-	55,803	42,276	(54,805)	(12,529)	43,275
30	POLICE STATE SEIZURES	73,805	-	65,811	8,745	(750)	7,994	73,805
31	SPECIAL POLICE PROJECTS	78,980	-	78,654	7,438	(7,112)	326	78,980
33	POLICE FEDERAL PROJECTS	64,539	-	66,543	578	(2,582)	(2,004)	64,539
34	POLICE LAB FEE FUND	19,439	-	16,064	10,126	(6,752)	3,374	19,439
35	EMPLOYEE ACTIVITY FUND	20,202	-	20,717	9,460	(9,975)	(515)	20,202
36	JAIL	128,721	-	120,161	73,599	(65,039)	8,560	128,721
37	POLICE IMPOUND FEE	186,210	-	208,443	45,874	(68,107)	(22,233)	186,210
40	MWC FIRE DEPARTMENT	2,913,540	(4)	1,530,845	8,231,314	(6,848,623)	1,382,691	2,913,536
41	FIRE CAPITALIZATION	775,810	-	615,372	404,187	(243,749)	160,438	775,810
45	MWC WELCOME CENTER	355,082	(104)	345,044	135,110	(125,176)	9,934	354,978
46	CONV / VISITORS BUREAU	178,145	-	170,847	217,007	(209,710)	7,297	178,145
50	DRAINAGE TAX FUND	9,088	-	14,670	725	(6,307)	(5,582)	9,088
60	CAPITAL DRAINAGE IMP	543,150	-	484,549	310,568	(251,967)	58,601	543,150
61	STORM WATER QUALITY	1,118,423	-	1,022,326	516,366	(420,268)	96,097	1,118,423
65	STREET TAX FUND	1,465,031	-	1,294,577	323,790	(153,335)	170,454	1,465,031
70	EMERGENCY OPER FUND	700,375	-	666,108	370,251	(335,984)	34,267	700,375
75	PUBLIC WORKS ADMIN	391,265	-	323,195	671,158	(603,089)	68,070	391,265
80	INTERSERVICE FUND	378,577	-	324,335	1,574,430	(1,520,188)	54,243	378,577
81	SURPLUS PROPERTY	393,002	(309,070)	75,599	35,651	(27,318)	8,333	83,932
115	ACTIVITY FUND	332,336	(725)	361,252	105,104	(134,743)	(29,640)	331,612
123	PARK & RECREATION	666,213	(200)	560,631	431,160	(325,778)	105,382	666,013
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	367,867	(367,867)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	154,750	(5,000)	154,840	130,806	(135,896)	(5,090)	149,750
143	GRANT FUNDS	107,671	(47,671)	60,000	78,871	(78,871)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,267,573	(22,033)	2,533,542	765,940	(1,053,942)	(288,002)	2,245,540
172	CAP. WATER IMP-WALKER	1,007,250	(3,578)	775,403	327,184	(98,914)	228,270	1,003,672
178	CONST LOAN PAYMENT REV	3,074,506	-	2,640,106	494,201	(59,801)	434,400	3,074,506
184	SEWER BACKUP FUND	81,802	-	80,576	1,226	-	1,226	81,802
186	SEWER CONSTRUCTION	3,892,312	(175,000)	3,396,171	1,009,008	(687,868)	321,140	3,717,312
187	UTILITY SERVICES	507,714	(924)	430,911	769,856	(693,977)	75,879	506,790
188	CAP. SEWER IMP.-STROTH	525,486	(1,945)	387,633	280,109	(144,202)	135,908	523,540
189	UTILITIES CAPITAL OUTLAY	2,846,301	(64,682)	2,212,408	681,184	(111,972)	569,212	2,781,620
190	MWC SANITATION DEPARTMENT	2,301,445	-	2,532,079	4,069,428	(4,300,062)	(230,634)	2,301,445
191	MWC WATER DEPARTMENT	2,358,394	-	1,964,796	4,242,735	(3,849,136)	393,599	2,358,394
192	MWC SEWER DEPARTMENT	1,140,391	(44)	1,059,189	3,658,701	(3,577,542)	81,158	1,140,347
193	MWC UTILITIES AUTHORITY	930,360	-	916,418	13,942	-	13,942	930,360
194	DOWNTOWN REDEVELOPMENT	2,477,141	(5,045)	2,937,767	72,521	(538,191)	(465,671)	2,472,096
195	HOTEL/CONFERENCE CENTER	558,712	(527,213)	130,617	3,060,789	(3,159,907)	(99,118)	31,499
196	HOTEL 4% FF&E	807,064	-	820,955	122,395	(136,286)	(13,891)	807,064
197	JOHN CONRAD REGIONAL GOLF	(11,217)	(881)	121,184	509,274	(642,555)	(133,281)	(12,097)
201	URBAN RENEWAL AUTHORITY	52,619	-	57,066	811	(5,258)	(4,447)	52,619
202	RISK MANAGEMENT	1,416,585	(37)	1,718,668	607,007	(909,127)	(302,120)	1,416,548
204	WORKERS COMP	2,805,945	-	2,563,722	723,032	(480,809)	242,223	2,805,945
220	ANIMALS BEST FRIEND	77,713	-	73,944	22,913	(19,143)	3,769	77,713
225	HOTEL MOTEL FUND	-	-	-	382,468	(382,468)	-	-
230	CUSTOMER DEPOSITS	1,465,863	(1,465,863)	-	22,115	(22,115)	-	-
235	MUNICIPAL COURT	61,594	(61,594)	-	743	(743)	-	-
240	L & H BENEFITS	2,098,255	(52,867)	2,215,453	5,279,516	(5,449,581)	(170,065)	2,045,388
250	CAPITAL IMP REV BOND	6,271,898	(51,938,123)	(49,026,543)	10,111,649	(6,751,332)	3,360,317	(45,666,225)
269	2002 G.O. STREET BOND	448,946	-	458,027	6,933	(16,014)	(9,081)	448,946
270	2018 ELECTION G.O. BOND	706,800	(705,000)	-	1,800	-	1,800	1,800
310	DISASTER RELIEF	1,235,849	(147,101)	1,181,082	168,813	(261,148)	(92,335)	1,088,747
340	REVENUE BOND SINKING FUND	-	-	-	3,884,974	(3,884,974)	-	-
350	G. O. DEBT SERVICES	378,736	-	124,438	276,692	(22,394)	254,298	378,736
352	SOONER ROSE TIF	7,392,522	-	8,318,025	120,084	(1,045,586)	(925,502)	7,392,522
353	ECONOMIC DEV AUTHORITY	50,565,441	(49,482,378)	349,514	925,968	(192,419)	733,549	1,083,063
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	91,699,380	(8,018,795)	82,962,227	2,537,934	(1,819,575)	718,359	83,680,586
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,016,673	(516,673)	2,500,000	40,191	(40,191)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,631,009	(13,546)	10,958,390	2,396,914	(2,737,842)	(340,928)	10,617,462
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,813,078	(154,711)	5,783,307	2,593,409	(1,718,346)	875,062	6,658,369
	TOTAL	245,923,050	(114,048,951)	121,604,849	104,032,692	(93,763,440)	10,269,251	131,874,101



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

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: March 26, 2019

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of February 2019 which is the eighth (8) period of the FY 2018/2019.

This is a staff update

Catherine Wilson, Human Resources Director

FISCAL YEAR 2018-2019	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
PLAN INCOME												
Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414				
Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851				
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547				
PLAN CLAIMS/ADMIN COSTS	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324				
Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504				
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580				
EXCESS INCOME vs. EXPENDITURES	Jul -18	Aug -18	Sep -18	Oct -18	Nov -18	Dec -18	Jan -19	Feb -19	Mar -19	Apr -19	May -19	Jun -19
Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090				
Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347				
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033				
FISCAL YEAR 2017-2018	**Jul -17**	Aug -17	Sep -17**	**Oct -17**	Nov -17	Dec -17	**Jan -18**	Feb -18	Mar -18**	Apr -18	**May -18**	Jun -18
PLAN INCOME												
Budgeted (MTD)	583,812	583,812	875,718	583,812	583,812	583,812	583,812	583,812	875,718	583,812	583,812	583,812
Actual (MTD)	549,884	581,809	762,314	573,509	575,591	584,948	639,389	575,734	780,330	582,690	593,056	585,557
Budgeted (YTD)	583,812	1,167,624	2,043,342	2,627,154	3,210,966	3,794,778	4,378,590	4,962,402	5,838,120	6,421,932	7,005,744	7,589,556
Actual (YTD)	549,884	1,131,693	1,894,007	2,467,516	3,043,107	3,628,055	4,267,444	4,843,178	5,623,508	6,206,198	6,799,254	7,384,811
PLAN CLAIMS/ADMIN COSTS	**Jul -17**	Aug -17	Sep -17	**Oct -17**	Nov -17	Dec -17	**Jan -18**	Feb -18	Mar -18	Apr -18	**May -18**	Jun -18
Budgeted (MTD)	583,489	583,489	875,235	583,489	583,489	583,489	583,489	583,489	875,235	583,489	583,489	583,489
Actual (MTD)	570,148	531,432	564,791	564,182	535,313	709,157	594,992	427,810	594,358	566,711	655,998	551,006
Budgeted (YTD)	583,489	1,166,978	1,731,769	2,295,951	2,831,264	3,540,421	4,135,413	4,563,223	5,157,581	5,724,292	6,380,290	6,931,296
Actual (YTD)	570,148	1,101,580	1,666,371	2,230,553	2,765,866	3,475,023	4,070,015	4,497,825	5,092,183	5,658,894	6,314,892	6,865,898
EXCESS INCOME vs. EXPENDITURES	**Jul -17**	Aug -17	Sep -17	**Oct -17**	Nov -17	Dec -17	**Jan -18**	Feb -18	Mar -18	Apr -18	**May -18**	Jun -18
Budgeted (MTD)	323	323	483	323	323	323	323	323	483	323	323	323
Actual (MTD)	-20,264	50,377	197,523	9,327	40,278	-124,209	44,397	147,924	185,972	15,979	-62,942	34,551
Budgeted (YTD)	323	646	311,573	331,203	379,702	254,357	243,177	399,179	680,539	697,640	625,454	658,260
Actual (YTD)	-20,264	30,113	227,636	236,963	277,241	153,032	197,429	345,353	531,325	547,304	484,362	518,913

FEB 8/FY 2019: \$2,041,743
 FEB 8/FY 2018: \$2,033,922
 FEB 8/FY 2017: \$1,510,941
 FEB 8/FY 2016: \$1,426,684

AUGUST AND MARCH HAVE 3 PAYROLLS

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



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

Memorandum:

DATE: March 26, 2019
TO: Honorable Mayor and Council
FROM: Catherine Wilson, Human Resources Director
RE: Discussion and consideration of the health premiums for the fiscal year 2019-2020 in amounts necessary to cover the projected expenditures and for the Employee Health Plan to be actuarially sound, and the adoption of the Employee Life and Health Committee recommendations to continue current enhancements to the Health Plan.

The Employee Life and Health Fund is continuing to perform well during the current Plan year. The Life and Health Committee met on March 13, 2019 to review the L&H budget and to review the recommended premiums for the 2019/2020 Plan year.

The employee committee is making the following recommendations for the Plan year 2019-20:

- The monthly total premiums per tier will have a 4.5% increase. The dollar increase for each tier will then be split 50/50 with all eligible active employees as shown on the premium rate sheet that is attached to this agenda item. We have changed the deduction cycle from 26 pay periods to 24. Therefore, the benefit premiums will be deducted from 24 of the 26 pay periods resulting in two pay checks in which the net income will be higher.
- As part of the premium structure, and as approved by Council, the retiree medical premium split went from a 50/50 split of the current medical premium to the final 60/40 split (City/Retiree) of the medical premium for the 2019/2020 plan year. The premium rate sheet is attached to this agenda item.
- To keep the Plan Design “as is,” with some minor benefit enhancements.
 - The plan will continue to offer MDLive – accessing a medical doctor via a cell phone or computer the cost will be \$0.45 PEPM with a \$44.00 per visit cost. The member will pay a \$10.00 co-pay
 - The plan will assume the cost of Diabetic Testing supplies giving the participant \$0.00 co-pay. The estimated cost to the plan will be approximately \$19,000.00
 - The plan will continue to offer the CRX which will continue to cover some Over the Count prescriptions giving the participant a \$0.00 copay, these medications will cost the plan less coming from CRX then we are now paying
 - No Changes to the Dental Plan.

Staff recommends the approval of the proposed premium rates as presented in the attached materials.

Catherine Wilson, Human Resources Director

MIDWEST CITY HEALTH PREMIUMS - BCBS PREFERRED NETWORK

EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020

Active Employees

MEDICAL ONLY

Tier	CURRENT BCBS CENSUS	CURRENT FY 2018/19 MONTHLY PREMIUMS	PROJECTED FY 2019/20 MONTHLY PREMIUM	INCREASE TO THE MONTHLY PREMIUM	INCREASE TO BE ADDED TO THE EMPLOYEE MONTHLY PREMIUM AND THE CITY MONTHLY	ANNUAL INCREASE TO THE EMPLOYEE AND TO THE CITY	CURRENT FY 2018/19 EMPLOYEE MONTHLY PREMIUM	PROJECTED FY 2019/20 MONTHLY EMPLOYEE PREMIUM	CURRENT FY 2018/19 BI-WEEKLY EMPLOYEE PREMIUM OVER 26 PP	PROJECTED FY 2019/20 BI-WEEKLY EMPLOYEE PREMIUM OVER 24 PP
EE ONLY	171	486.66	508.56	21.90	10.95	131.40	91.39	102.34	42.18	51.17
EE & SP	44	1107.37	1,157.20	49.83	24.92	298.98	374.29	399.21	172.75	199.60
EE & CH	47	802.77	838.89	36.12	18.06	216.72	320.64	338.70	148.99	169.35
EE & FAM	163	1412.75	1,476.32	63.57	31.79	381.42	426.11	457.90	196.66	228.95

CURRENT FY 2018/19 CITY MONTHLY PREMIUM	PROJECTED FY 2019/20 MONTHLY CITY PREMIUM	CURRENT FY 2018/19 BI-WEEKLY CITY PREMIUM OVER 26 PP	PROJECTED FY 2019/20 BI-WEEKLY CITY PREMIUM OVER 24 PP
395.27	406.22	182.43	203.11
733.08	758.00	338.34	379.00
482.13	500.19	222.52	250.10
986.64	1,018.43	455.97	509.21

Pre-65 Retirees

MEDICAL ONLY

Tier	CURRENT BCBS CENSUS	CURRENT FY 2018/19 TOTAL MONTHLY PREMIUM	PROJECTED FY 2019/20 TOTAL MONTHLY PREMIUM	CURRENT FY 2018/19 RE MEDICAL ONLY PREMIUM	PROJECTED FY 2019/20 RE MEDICAL ONLY PREMIUM	MONTHLY INCREASE TO THE RE MEDICAL ONLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE INS	2019/20 PRE-65 RETIREE TOTAL MONTHLY PREMIUM	2019/20 RETIREE TOTAL MONTHLY INCREASE
RE ONLY	28	486.66	508.56	243.33	305.14	61.81	31.80	2.50	339.44	62.01
RE & SP	50	1107.37	1,157.20	553.66	694.32	140.66	63.62	2.50	760.44	140.86
RE & CH	7	802.77	838.89	401.39	503.33	101.94	73.16	2.50	578.99	102.14
RE & FAM	14	1412.75	1,476.32	706.38	885.79	179.41	111.56	2.50	999.85	179.61

CURRENT FY 2018/19 CITY MONTHLY PREMIUM	PROJECTED FY 2019/20 MONTHLY CITY PREMIUM
243.33	203.42
553.66	462.88
401.39	335.56
706.38	590.53

Post 65 Retirees

MEDICAL ONLY

Tier	CURRENT BCBS CENSUS	CURRENT FY 2018/19 TOTAL MONTHLY PREMIUM	PROJECTED FY 2019/20 TOTAL MONTHLY PREMIUM	CURRENT FY 2018/19 RE MEDICAL ONLY PREMIUM	PROJECTED FY 2019/20 RE MEDICAL ONLY PREMIUM	MONTHLY INCREASE TO THE RE MEDICAL ONLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE INS	2019/20 POST 65 RETIREE TOTAL MONTHLY PREMIUM	2019/20 RETIREE TOTAL MONTHLY INCREASE
RE ONLY	36	341.41	356.77	170.71	214.06	43.35	31.80	2.50	248.36	43.55
RE & SP	33	776.87	811.83	388.44	487.10	98.66	63.62	2.50	553.22	98.86

CURRENT FY 2018/19 CITY MONTHLY PREMIUM	PROJECTED FY 2019/20 MONTHLY CITY PREMIUM
170.71	142.71
388.44	324.73

NOTE

The Midwest City Employee Life and Health Plan Committee developed and the City Council approved a three year plan to change the contributions for retirees to a 60/40 medical premium split beginning in the L&H Plan year 2017/2018. The 2018/2019 L&H Plan year is the second year in this premium plan and the medical premiums were split 50/50 with the retirees paying half of the medical premium per tier and the City paying half of the medical premium per tier. For the L&H Plan year 2019/2020 the medical premium split for the retirees will be 60/40 with the retirees paying 60% of the medical premium and the City paying 40% of the medical premium.

COBRA RATES:

MEDICAL: BLUE PREFERRED

TIER	2019/2020 CITY TOTAL MONTHLY PREMIUM	2019/2020 MONTHLY COBRA MEDICAL PREMIUM	2019/2020 CITY TOTAL MONTHLY DENTAL PREMIUM	2019/2020 MONTHLY COBRA DENTAL PREMIUM
EE ONLY	508.56	518.73	31.80	32.44
EE & SP	1,157.20	1,180.34	63.62	64.89
EE & CH	838.89	855.67	73.16	74.62
EE & FAM	1,476.32	1,505.85	111.56	113.79



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

MEMORANDUM:

To: Honorable Mayor and Council
From: Catherine Wilson, Human Resources Director
Date: March 26, 2019

Re: Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2019/2020 entering into the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2019/2020 for a net cost of \$19.08 per employee per month. COBRA Addendum there was no fee increase, PBM Fee Schedule Addendum as negotiated by Gallagher Benefits Services which provides for additional rebates on Pharmaceuticals.

Attached is a copy of the agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide administrative services for the Employee Health Benefits Plan for FY 2019/2020. The rates in this agreement reflect an approximate -2.3% reduction in administrative fees over last year. This is accomplished through the claims factor reduction due to utilization of the Blue Preferred Network, as BCBS is able to negotiate deeper discounts with providers in these networks thus reducing the claims factor significantly.

Staff recommends approval.

Catherine Wilson, Human Resources Director

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602 Group Number(s): 621602 Section Number(s): ALL

Legal Employer Name: City of Midwest City

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes

If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Select legal reason ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/Day/Year) 07 / 01 / 2019

Anniversary Date: (Month/Day/Year) 07 / 01 / 2020

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 736027530

Address: 100 N. Midwest Blvd

City: Midwest

State: OK

ZIP: 73110-4319

Administrative Contact: Catherine Wilson

Title: Human Resources Director

Email Address: cwilson@midwestcityok.org

Phone Number: 405-739-1235

Fax: 405-739-1359

Wholly Owned Subsidiaries:

Affiliated Companies:

(If Subsidiaries or Affiliated Companies listed above are to be covered, Employer hereby confirms that Employer and the listed Subsidiaries and/or Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), (c) or (m).)

Blue Access for Employers (BAE) Contact: Catherine Wilson

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: cwilson@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record

NO CHANGES SEE ADDITIONAL PROVISION

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of Oklahoma, a division of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and HCSC subsidiaries for Employer's employee benefit programs. This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*: Gallagher Benefit Services

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Tax ID Number (TIN) of Producer or Agency: Gallagher Benefit Services

Producer #: 002272000

NPN: 364291971

Address: 615 E. Britton Rd.

City: Oklahoma City

State: OK

ZIP: 73114

Phone: 405-471-5020

Fax:

Email: Daniel_Somers@ajg.com

Is Producer/Agency appointed with HCSC in Oklahoma? Yes No

Commissions:

- PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Percentage of Stop Loss: % Fees Single: \$ Family: \$ Aggregate: \$

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Additional Comments: _____

Schedule of Eligibility

NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions

1. Eligible Person means:

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: _____ (name of union)
- A part-time employee of the Employer.
- A retiree of the Employer. Define criteria:
- Other: A Full time employee, a retiree and elected official

Eligible Classes of Retirees.

Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status.

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion: _____

2. Employee Definition

Full-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week.

2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.

3. An elected official of the employer.

Group's retiree provisions should be as follows:

Retiree:

An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree. Due to

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being permanently and totally disabled as the result of a job-related sickness or accident suffered while working for the Employer as determined by the Worker's Compensation Court or effective April 4, 2010

Part-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- The date such person ceases to meet the definition of Eligible Person.
- The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- Other: RETIREE ENROLLMENT PROVISIONS

Important – Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage. Retiree enrollment is classified in the following manner:

Initial enrollment – coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare – All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status – application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Termination of Coverage. Termination of coverage may occur in one of the following ways:

1. Upon termination of the Plan.
2. Thirty (30) days from the due date of the required contribution if unpaid, together with any accrued late charge(s).
3. The Retiree does not elect to continue coverage at open enrollment, or notifies the Plan Administrator of their intent to terminate coverage.

Once retiree coverage is terminated, it cannot be reinstated without first returning to Active Employee status.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan? (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted applicable by law)

- The date of employment.
- The _____ day of employment.
- The _____ day of the month following _____ month(s) of employment.
- The _____ day of the month following _____ days of employment.
- The 1st day of the month following the date of employment.
- Other: RETIREE ENROLLMENT PROVISIONS

Important – Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

Initial enrollment – coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare – All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status – application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

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5. Domestic Partners covered: Yes No

If yes: a Domestic Partner is eligible to enroll for coverage

If yes, are Domestic Partners eligible for continuation of coverage? Yes No

If yes, are dependents of Domestic Partners eligible to enroll for coverage? Yes No

If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. Termination of coverage upon reaching the Limiting Age:

The last day of coverage is the day prior to the birthday.

The last day of coverage is the last day of the month in which the limiting age is reached.

The last day of coverage is the last day of the billing month.

The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates

Yes No

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee?

Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law. *The Employer will notify HCSC of such requirements.*

8. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

Yes (specify number of days below) No

Temporary Layoff: days Disability: days Leave of Absence: days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify HCSC of such requirements.

9. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Annual open enrollment – late applicant may apply during open enrollment and be subject to the late applicant provisions.

Late applicants may apply at any time – coverage effective date is determined by the receipt date and the off cycle allowed rules.

Proprietary and Confidential Information of Claim Administrator

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Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: 05/01/2019-05/31/2019

10. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

***Not recommended for accounts with automated eligibility*

Lines of Business (Check all applicable services)	<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> See Additional Comments
<p><u>Medical Plan Services:</u></p> <p><input type="checkbox"/> Blue Choice PPO</p> <p><input type="checkbox"/> Blue Traditional (In and Out of Network Benefits)</p> <p><input type="checkbox"/> BlueOptions</p> <p><input type="checkbox"/> BlueOptions Select PPO</p> <p><input checked="" type="checkbox"/> Blue Preferred</p> <p><input type="checkbox"/> Blue Distinction® Flexible Network</p> <p><input type="checkbox"/> Out of Area (Traditional)</p> <p><u>Additional Services:</u></p> <p><input checked="" type="checkbox"/> Blue Care Connection®</p> <p><input type="checkbox"/> Wellbeing Management</p> <p><input type="checkbox"/> Wellness Incentives</p> <p><input type="checkbox"/> Health Advocacy Solutions</p> <p><input checked="" type="checkbox"/> Well onTarget®</p> <p><input type="checkbox"/> Blue Directions (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the Agreement.)</i></p> <p><input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input checked="" type="checkbox"/> Other MD Live Virtual Visits</p> <p><input type="checkbox"/> Other</p>	<p><u>Consumer Driven Health Plan:</u></p> <p><input type="checkbox"/> Blue Edge (HCA) <i>(If selected, complete separate HCA BPA)</i></p> <p><input type="checkbox"/> Blue Edge (HSA) (vendor: Select Vendor)</p> <p><input type="checkbox"/> Blue Edge FSA (vendor: Select Vendor)</p> <p><u>Prescription Drugs:</u> <i>(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)</i></p> <p>Pharmacy Network:</p> <p><input type="checkbox"/> Traditional Select Network</p> <p><input checked="" type="checkbox"/> Advantage Network</p> <p><input type="checkbox"/> Preferred Network</p> <p><input type="checkbox"/> Elite Network</p> <p><input type="checkbox"/> Network on PBM Fee Schedule Addendum</p> <p>Drug List: Performance Drug List</p> <p>Other (please specify): _____</p> <p><u>Ancillary Services:</u></p> <p><input type="checkbox"/> Dental Plan Services</p> <p><input checked="" type="checkbox"/> Vision Plan Services</p> <p><input checked="" type="checkbox"/> Stop Loss Coverage <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i></p> <p><input type="checkbox"/> Dearborn National Life Insurance <i>(if selected, complete separate Life application)</i></p> <p><input checked="" type="checkbox"/> COBRA Administrative Services <i>(if selected, complete separate COBRA Administrative Services Addendum)</i></p>	

FEE SCHEDULE

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Payment Specifications NO CHANGES SEE ADDITIONAL PROVISIONS

Employer Payment Method: Online Bill Pay Electronic Auto Debit Check

Employer Payment Period: Weekly (cannot be selected if Check is selected as payment method above)
 Semi Monthly Monthly

Claim Settlement Period: Monthly

Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period.
Standard is twelve (12) months.

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months,
please specify: _____ Months.

Administrative Per Employee per Month (PEPM) Charges

Administrative Fee	\$58.93	\$ _____	\$ _____	\$ _____
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Limited Fiduciary Services	\$ _____	\$ _____	\$ _____	\$ _____
*Rebate Credit for the Prescription Drug Program	\$(40.30)	\$ _____	\$ _____	\$ _____
Commissions	\$ _____	\$ _____	\$ _____	\$ _____
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$0.45	\$ _____	\$ _____	\$ _____
Wellbeing Management	\$ _____	\$ _____	\$ _____	\$ _____
Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$19.08	\$ _____	\$ _____	\$ _____

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category	Select Billing Frequency	\$ _____

List Service: _____	If applicable, describe other: _____	
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Total:		\$ _____

Other Service and/or Program Fee(s) NO CHANGES SEE ADDITIONAL PROVISIONS

Not applicable to Grandfathered Plans

External Review Coordination: Yes No If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Federal Affordable Care Act external review process.

Reimbursement Service: Yes No
If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services):
Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement.

Virtual Visits Program: Yes No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available) capability from Providers participating in the Virtual Visit program.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Agreement or partial termination of Covered Employees.

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

Service				
Medical Run-off Administration Charge:	\$21.72	\$ _____	\$ _____	\$ _____
Dental Run-off Administration Charge	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$21.72	\$ _____	\$ _____	\$ _____

Other Provisions NO CHANGES SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:
 - a. Will Claim Administrator create Summary of Benefits & Coverage (SBC):
 - Yes. Please answer question b. The SBC Addendum is attached.
 - No. If No, then skip question b and refer to the Administrative Services Agreement for further information.
 - b. Will Claim Administrator distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?
 - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.
2. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No
 If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.
3. Case Management Program: Yes No *The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, and other health care management programs.*
4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: Yes No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: Yes No
5. Essential Health Benefits ("EHB") Election:
 Employer elects EHBs based on the following:
 - 1. EHBs based on a HCSC state benchmark: Illinois Oklahoma Montana Texas New Mexico
 - 2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
 If so, indicate the state's benchmark that Employer elects: _____
 - 3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

- 6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.
- 7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

Additional Provisions: Domestic Partners Coverage: Legally married in a state that recognizes same sex marriage.

Signature

Lynnette Davis *Lynnette Davis 03/04/2019*
Sales Representative
403 918-551-3032
District Phone & FAX Numbers
Producer Representative
Gallagher Benefit Services
Producer Firm
615 E. Britton Road Oklahoma City, OK 73114
Producer Address
405-471-5020
Producer Phone & FAX Numbers
Daniel_Somers@ajg.com
Producer Email Address
364291971
Tax I.D. No.

Signature of Authorized Employer Representative
Matthew D. Duker II
Print Name
Mayor
Title
Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: 621602 By: Matthew D. Dukes II
Print Signer's Name Here
→
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd

City: Midwest City State: OK ZIP: 73110-4319

Dated this _____ day of _____
Month Year

HCSC COBRA ADMINISTRATIVE SERVICES ADDENDUM
(If applicable, attach to Benefit Program Application)

<input type="checkbox"/> NO CHANGES		ACCOUNT INFORMATION	
Employer Name: <u>City of Midwest City</u>			
Employer Account Number(s): <u>621602</u>			
COBRA Services			
COBRA Administrative Billing Services Only: <input type="checkbox"/> Yes <input type="checkbox"/> No			
COBRA Administrative Full Services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Notification Services included: (Full Services) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Conversion Rights included: (Full Services) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Monthly Reports* included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes:</i> Email Address:			
*Paper reports provided by mail/electronic reports via email			
Effective date(s) of services if different from ASO Effective Date of Coverage:			
COBRA Service Charges			
Billing Services Fee per Participant per month: \$10.00			
<i>If Notification Services included (Full Services)</i>			
Notification Fee [per Participant, per notification]: \$10.00			
Monthly Administrative Fee: \$75.00			
The Employer will pay HCSC a sum of One Hundred Dollars (\$100.00) per hour for any system programming costs associated with non-standard administration services.			
COBRA Membership			
Number of Active Members*:			
Number of current COBRA participants/members*:			
Number of current COBRA retiree participants/members*:			
<i>*Full Service Unit (FSU) set-up of participants/members in BlueStar required</i>			
FSU Location:			
FSU Contact:		Email Address:	
Is all COBRA participant census information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is all COBRA participant coverage(s) and level elected information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is all dependent census information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

COBRA Coverage

Are rates (SINGLE/FAMILY or TIERED) for all coverages attached? Yes No

Is 2% included in attached rates? Yes No

Does Employer have any non-HCSC coverage? Yes No

If Yes, Other Carrier(s):

Name: Sun Life Assurance Company of Canada (Dental Carrier)

Address: P.O. Box 69421

Email Address:
Scott.Edie@sunlife.com

City: Harrisburg

State: PA

Zip:

Administrative Contact: Scott Edie

Phone Number: 1-888-222-3660

Fax Number:

Name:

Address:

Email Address:

City:

State:

Zip:

Administrative Contact:

Phone Number:

Fax Number:

COBRA coverage begins: On date of Qualifying Event First of month following date of Qualifying Event

Should 150% of the COBRA premium be charged to participants eligible for disability extension for the remaining 11 months of COBRA? Yes No

(Extension is from 18 months to 29 months when deemed disabled by Social Security)

Is contract provided and signed? Yes No

Prior COBRA administrator info:

Name:

Address:

Email Address:

City:

State:

Zip:

Administrative Contact:

Phone Number:

Fax Number:

Lynnette Davis 03/04/2019

PBM Fee Schedule Addendum to the Benefit Program Application

Employer Name City Of Midwest City	Employees: 592
Term: 7/1/2019	
GUARANTEED TRADITIONAL AGGREGATE PRICING ARRANGEMENT G	
ADVANTAGE NETWORK RETAIL	
Brand	Generic
AWP minus	AWP minus
19.00%	81.00%
DISPENSING FEE	
Brand	Generic
\$0.75	\$0.75
MAIL	
Brand	Generic
AWP minus	AWP minus
23.00%	82.50%
DISPENSING FEE:	\$0.00
EXTENDED SUPPLY NETWORK ("ESN") (If Applicable)	
Brand	Generic
AWP minus	AWP minus
23.00%	83.50%
DISPENSING FEE:	\$0.00
Aggregate Specialty Discount	
Pricing based on Employer's use of the PBM Specialty network	AWP minus: 18.00%
DISPENSING FEE:	\$0.00

Rebates to Employer With Basic Drug List*:	
Per Retail Brand Drug Dispensed	Per Mail Brand Drug Dispensed
\$118.00	\$260.00
Rebates to Employer With Enhanced Drug List*:	
Per Retail Brand Drug Dispensed	Per Mail Brand Drug Dispensed
\$105.00	\$225.00
Rebates to Employer With Performance Drug List*:	
Per Retail Brand Drug Dispensed	Per Mail Brand Drug Dispensed
\$120.00	\$270.00
Rebates to Employer With Performance Select or Balanced Drug List*:	
Per Retail Brand Drug Dispensed	Per Mail Brand Drug Dispensed
\$136.00	\$280.00

*Refer to Lines of Business Section of the Benefit Program Application ("BPA") to determine selected Drug List.

PEPM Rebate Credits to Employer:	\$40.30 Performance Drug List
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Employer Administration Fees:	
PBM Administration Fees PEPM:	\$0.00

Additional Provisions:

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on the network contract rate or the applicable out-of-network pricing. Zero balance logic is not employed.
- AWP Discounts are based on the actual NDC-11 dispensed.
- PBM uses Medi-Span as the pricing source to establish AWP, for purposes of calculating whether the above AWP discounts have been achieved.
- AWP discounts do not include savings from drug utilization review or other clinical or medical management programs.
- Guaranteed offer is based on adoption of the drug list and Advantage Network indicated in the BPA. In the event there is a change in network or drug list, implementation of new clinical programs, changes to the pharmacy benefit plan design, lock-out of drug classes, or unexpected generic launches, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement, or (b) terminate this Addendum with 90 days' prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.
- The above Guaranteed Traditional Aggregate Pricing Arrangement, Rebate Credits and Administrative Fees may be subject to change if the Employer's claims include 340B pricing.
- - Compounds and 340B claims are excluded from the Per Brand Rebate Credit guarantees above.
- Compound Drug Claims, Foreign Claims, reversed Claims, and out-of-network Claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.
- In addition to the rights of the parties under the PBM Exhibit, in the event that any law, regulation, interpretation of a law or regulation, or any changes occur within the pharmacy benefit management marketplace would lead to a significant deviation from the current economic environment, both parties agree to engage in good faith negotiations to amend this Addendum to make impact on both parties commercially reasonably economically neutral. If the parties cannot agree on the terms of the amendment, either party shall be allowed to (a) proceed to dispute resolution, as set forth in the Administrative Services Agreement, or (b) terminate this Addendum with 90 days' prior written notice to the other party. Failure to reach agreement on the amendment shall not be a breach of contract.
- Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- Generic drugs are defined as all drugs that have a Medi-Span multisource code field equal to "Y".
- Aggregate Specialty Discount guarantees are calculated based exclusively on Specialty Drugs dispensed through the PBM Specialty network.
- Specialty drugs dispensed through the medical benefit will not be included in the Aggregate Specialty Discount guarantee or any other discount guarantee shown above.

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representatives, except with written permission of Claim Administrator.

- Dispensing fee will be \$0.00 for claims billed to Employer based on the U&C price.
- Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding compound prescriptions) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule(s) that is/are intended to achieve, on an aggregate calendar-year basis, the AWP discounts and Dispensing Fees shown above for all of Claim Administrator's group customers that have purchased the above specific pricing arrangement ("Gallagher Collective Groups") and use the above Network (the "Employer's Contract Rates").
- Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate calendar year basis, for Gallagher Collective Groups that use the above Network.
- If the AWP discounts and Dispensing Fees shown above are not achieved for the calendar year, for Gallagher Collective Groups that use the above Network, then Employer will be credited, no later than 180 days after the end of each calendar year during the Term, an amount calculated as follows:
 - First, the total aggregate shortfall dollar amount for the calendar year for Gallagher Collective Groups that use the above Network will be calculated by comparing the actual performance of each of the above categories (Retail, Mail, ESN, and Specialty) with the corresponding AWP discounts and Dispensing Fees shown above for each category. The amount of any performance in any category that exceeds the above AWP discounts and Dispensing Fees will be used to offset any and all shortfall(s) in any or all categories. The above aggregate shortfall, if any, is then divided by total claims for Gallagher Collective Groups that use the above Network, and did not terminate their Addendum prior to their anniversary date, for the calendar year ("Per Claim Amount"). Then the Per Claim Amount will be multiplied by Employer's total claims for that calendar year to calculate the reconciliation credit. However, if Employer terminates this Addendum prior to its anniversary date and the above Guaranteed Traditional Aggregate Pricing Arrangement is not achieved, then Employer will not be eligible to receive such credit.
 - If the AWP discounts and Dispensing Fees shown above are exceeded for Gallagher Collective Groups that use the above Network, then Employer will not receive any credit, and there will not be a year-end settlement.
- Under the Guaranteed Traditional Aggregate Pricing Arrangement any particular group customer's experience relative to the pricing guarantees will not determine its eligibility for a credit. Employer's eligibility for a credit is determined based on the aggregate experience of Gallagher Collective Groups that use the above Network. As such, an individual group customer may have experience that does not meet, or exceeds, the AWP discounts and Dispensing Fees shown above. In addition, when there is a reconciliation credit, it is allocated in a manner described above and not based on any particular group's experience (other than number of claims).
- Employer hereby acknowledges that Gallagher will receive a compensation from Claim Administrator equal to \$1.75 per net paid claim.
- Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.

Proprietary and Confidential Information of Claim Administrator
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- Employer will be billed for out-of-network Claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Rebate Credits will be credited as a PEPM shown above. Rebate Credits will be reconciled annually to the Per Brand Drug Rebate Credit guarantees.
- Notwithstanding the methodology for calculating discount and dispensing fee guarantees set forth above, the Per Brand Rebate Credit guarantees are strictly applicable to Employer's claims utilization and performance experience. Per Brand Rebate Credit guarantees will be reconciled independent from the Gallagher Coalition Groups' guarantees.
- Employer will be billed the above Dispensing Fee (such Fee may be included in the amount billed to Employer) unless the Employer is billed based on the U&C price.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.
- Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.

Signature of Authorized Purchaser

Matthew D. Dukes, II

Print Name

Mayor

Title

Date

Lynette Davis - Account Executive - 03/04/2019

**Proprietary and Confidential Information of Claim Administrator
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representatives, except with written permission of Claim Administrator.**



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

Memorandum

TO: Honorable Mayor and City Council
FROM: Catherine Wilson, Human Resources Director
DATE: March 26, 2019

SUBJECT: Discussion and consideration of Resolution of acceptance of the FY 2019/2020 SunLife proposed renewal rate(s) to provide Basic and Voluntary Life Insurance products to the City and eligible employees. The City paid Basic Life Insurance premium increases from \$.21 to \$.25 per \$1,000 per employee per month with a two year rate hold; the Retiree Basic Life Insurance premium increases \$.25 per \$1,000 per retiree per month with a two year rate hold; City paid Department Head Long Term Disability rate increases from \$.46 to \$.501 per \$100 of the monthly covered payroll with a two year rate hold; Voluntary Short and Long Term Disability both have a 4% rate increase; Voluntary Life and AD&D Insurance currently has a rate hold with a two year guarantee; and Voluntary Accident and Critical Illness have a rate guarantee through 6/30/2020.

The attached SunLife renewal proposal effective July 1, 2019 includes the following:

Ancillary Products

- **Basic Life & AD&D**
 - ❖ Revised Proposal Life
 - Negotiated to \$.25 per \$1,000.
 - Active Employees – increase of annual premium to \$78,548.40, resulting in an overall increase over current annual premium of \$11,221.20.
 - Retirees – increase of annual premium to \$4,410, resulting in an overall increase over current annual premium of \$705.60.
 - Negotiated a two year rate guarantee.
 - ❖ AD&D
 - Rate Hold
- **Voluntary Life & AD&D**
 - ❖ Rate hold with a two year rate guarantee
- **Voluntary STD**
 - ❖ 4% rate increase with a two year rate guarantee
- **LTD**
 - ❖ Increase from \$.46 to \$.501 (8.91%).
 - ❖ Total annual premium increase of \$732.12; from \$8,214.12 to \$8,946.24.
 - ❖ Two year rate guarantee.
- **Voluntary LTD**



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

- ❖ 4% rate increase with a two year rate guarantee
- **Accident and Critical Illness**
 - ❖ Currently on a rate guarantee through 6/30/2020

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal flourish extending to the right.

Catherine Wilson, HR Director

RESOLUTION NO. 2019-_____

A RESOLUTION APPROVING THE SUNLIFE ASSURANCE COMPANY OF CANADA'S LIFE INSURANCE RENEWAL AND PREMIUM RATES FOR BASIC LIFE, AD&D AND VOLUNTARY LIFE INSURANCE PRODUCTS TO ELIGIBLE CITY EMPLOYEES; CITY PAID BASIC LIFE AND AD&D LIFE INSURANCE PREMIUM INCREASE FROM \$.21 TO \$.25 per \$1,000 per EMPLOYEE per MONTH WITH A TWO YEAR RATE HOLD; RETIREE PAID BASIC LIFE INSURANCE PREMIUM INCREASE FROM \$.21 TO \$.25 per RETIREE per MONTH WITH A TWO YEAR RATE HOLD; CITY PAID DEPARTMENT HEAD LONG TERM DISABILITY RATE INCREASE FROM \$.46 TO \$.501 per \$100 MONTHLY COVERED PAYROLL WITH A TWO YEAR RATE HOLD; VOLUNTARY SHORT AND LONG TERM DISABILITY 4% RATE INCREASE; VOLUNTARY LIFE AND AD&D INSURANCE RATE HOLD WITH A TWO YEAR GUARANTEE; AND VOLUNTARY ACCIDENT AND CRITICAL ILLNESS RATE GUARANTEE.

WHEREAS, the City of Midwest City provides a paid Basic Life and AD&D insurance policy of \$50,000 to all full time employees, paid Long Term Disability insurance for the City's Department Heads, and offers fulltime employees ancillary voluntary insurance products.

WHEREAS, the City has contracted with SunLife Assurance Company of Canada (SunLife) to provide said insurance coverages.

WHEREAS, SunLife's renewal proposal includes the following increases:

- (a) from \$.21 to \$.25 per \$1,000 to the City paid Basic Life and AD&D insurance premium;
- (b) from \$.21 to \$.25 per \$1,000 to the Retiree paid Basic Life insurance premium;
- (c) from \$.46 to \$.501 per \$100 of the monthly covered payroll for City Paid Department Head Long Term Disability; and
- (d) Voluntary Short and Long Term Disability 4% rate increases.

WHEREAS, Voluntary Life and AD&D Insurance has a rate hold with a two year guarantee; and Voluntary Accident and Critical Illness plans have rate guarantees through 6/30/2020, therefore none of those policies had rate increases.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Midwest City that the proposed renewal rates for the City/Retiree paid benefits as well as all listed ancillary voluntary products made available through SunLife Assurance Company of Canada as set out above are hereby approved.

ADOPTED this _____ day of March, 2019.

By: _____ Date: _____
Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this the 26th day of March 2019.

Heather Poole, City Attorney



City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: J. Guy Henson, City Manager
DATE: March 26, 2019
SUBJECT: Discussion and consideration of approving Farley Ward as a candidate for Alternate Judge.

Pursuant to Article V, Municipal Court, of the City Charter municipal judges and alternates are appointed by the Mayor from a list of candidates submitted by the Council. The Mayoral appointments are subsequently approved by the City Council.

If Farley Ward is approved, he will be submitted to the Mayor, who will formally appoint him, subject to approval by the City Council.

Action on this item is at the Council's discretion.

J. GUY HENSON, AICP, City Manager



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: Guy Henson, City Manager
DATE: March 26, 2019
SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects.

Per Mayor Dukes' request, we are providing a quarterly update on the progress of the execution of the Bond projects as approved by the voters of Midwest City in October 2018.

A supplement for the first bond issuance funds of \$20 million is on tonight's Council and Municipal Authority agenda for approval. We anticipate funds to be received the first week of April.

On February 28, 2019, the storm sirens arrived at Public Works and the installation bids opened on March 19, 2019. The bid approval will be on the Consent Agenda for approval.

Staff continues to work with an architectural group about proposed professional services for project management and hopes to have a contract to present to Council in April.

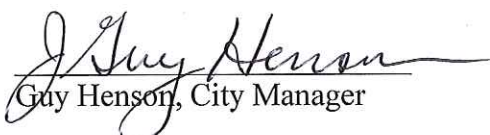
Work continues on the finalization of the new Animal Shelter project site and surrounding area. A land purchase agreement will be presented on the March 26, 2019 Hospital Authority meeting for approval. Staff is visiting the Broken Arrow Animal Shelter on March 25, 2019. Staff is also negotiating the architectural contract.

Installation of the equipment at the back up radio site attached to the KFOR Tower has been completed.

Asphalt and concrete bids are in the Bid Review Committee and upon final review the projects will be advertised in April. Scope of this work will be \$2,000,000 in asphalt work and \$2,000,000 in concrete work.

The bid specs for the new firetruck, self-contained breathing apparatus, and compressors to refill air bottles at the stations have all been sent to the Bid Review Committee. We also expect to purchase the new Command Vehicle in May of this year.

Further work and research is going forward on the balance of the projects. I would anticipate you will begin to see a number of professional services contracts in April after the City Council/Authority receives the first phase (\$20,000,000) in the Bond proceeds.


Guy Henson, City Manager

Community Development

Bond Projects March Update

Animal Shelter –Working with Chief Clabes and Vaughn Sullivan to finalize the Scope of Services and Contract with Selser Schaefer Architects. We ran the “draft” by AGD to get further input and we’ll review those with the consulting architect.

March 25th, we’ll take a trip to tour the Broken Arrow Animal Shelter and meet with the consulting engineer to finalize the contract.

The property to the north is under contract and once acquired and the consulting architect under contract, Community Development will then move forward with rezoning the property from R-6 to C-3. We will also continue to work through the floodplain issues and utility options for the site.

Original Mile Park – Working from the Original Mile Park Master Plan, staff met with designers Ochsner Hare & Hare to set out parameters of the design and scope of the project. Staff plans to do a site visit with the designers in order to draft a contract and prepare it for an April agenda item.

Mid-America Park – Working with designers RL Shears Company’s conceptual design, staff talked through different design concepts and construction sequences to maximize construction efforts. Discussions also include subcontracting the Disk Golf design and All Inclusive Playground design due to their unique design requirements. We look to have a draft contract prepared for an April agenda item due to financing requirements.

Booster Station Renovation – Plans are complete and once the okay is given to move forward, the plans will be submitted to DEQ and on to the bidding process. On March 14, staff visited with the Army Corps of Engineers to discuss the issues of federal funding since it’s been on the project list since 2007. Permits will be filled out to keep the project eligible for two more years.

Respectfully,

Billy Harless



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

MEMO

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: March 26, 2019

Subject: Discussion and consideration of accepting the Monthly Neighborhood Services report for February 2019.

In February 2019, the Code Enforcement Division had a total of seven officers for the month. City Clerk's Code Officer was included in these numbers. Together they opened 505 new cases, cleared 473 cases, contracted 15 properties, and wrote 26 new citations. This makes 1,226 cases for the year and we currently have 692 open cases.

Here is a breakdown of all the violations worked for the month.

	February 2018	Total 2018	February 2019	Total 2019
Tall Grass & Weeds	11	11	18	21
Rubbish	30	61	49	157
Trash & Debris	131	235	118	282
Other Nuisance	99	183	116	275
Structures	28	83	97	235
Vehicles	37	87	51	120

This shows a comparison between 2018 and 2019 of the total cases worked by each ward.

	February 2018	Total 2018	February 2019	Total 2019
Ward 1	68	175	203	483
Ward 2	26	82	63	128
Ward 3	42	105	98	227
Ward 4	63	81	39	81
Ward 5	109	144	61	208
Ward 6	32	79	41	99

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-three notice types; Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Courtesy Notice, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types; Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count six notice types; Commercial Soft Surface, Handicap Parking Violation, Inoperative Vehicle, Parking in Fire Lane, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: March 26th, 2019

Subject: Discussion and consideration of awarding the bid to and entering into a contract with SMC Utility in the amount of \$423,744.00 for the S.E. 29th Street water line extension project from Oak Avenue to Post Road.

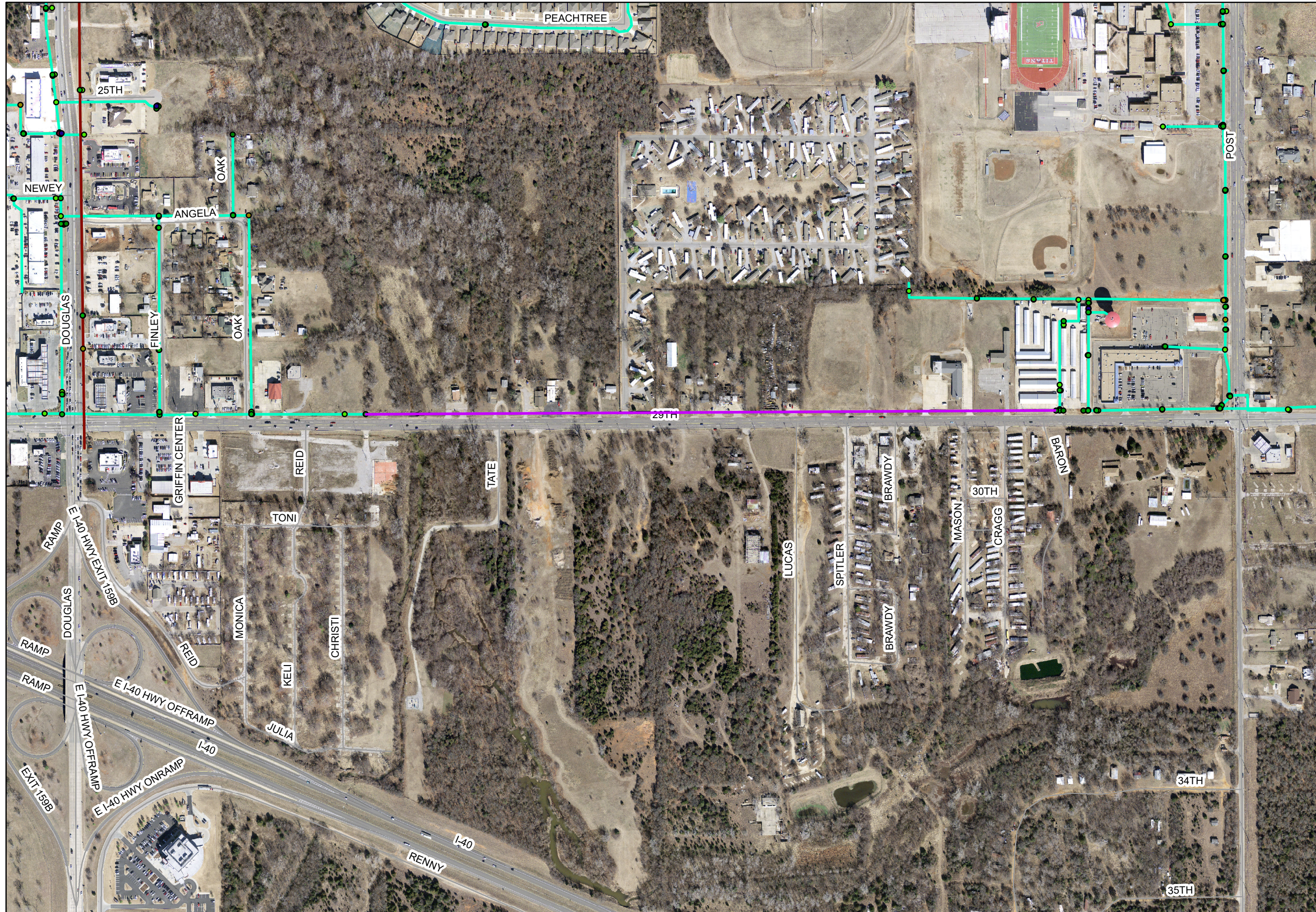
Bids were received on March 7th, 2019 for the above referenced project. Staff recommends award of the bid to SMC Utility which submitted the lowest and best bid meeting specifications in the amount of \$423,744.00. Attached are the bid tabulations for the four bids received for the project, plus the engineer's estimate. The funds for this project are in the capital outlay budget under the description, SE 29th Loop between Douglas and Post.

Staff recommends awarding the bid to SMC Utility.

Patrick Menefee, P.E.
City Engineer

Attachments

S.E. 29th Street Waterline - Oak Ave to Post Rd (2018)



1 in = 417 ft

when printed actual size
on 11"x17" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

Bid Tab - 29th ST WL, Oak Ave to Post Rd, Midwest City OK

Pay Item	Description	Unit	QTY	Engineer's Estimate		SMC Utility		Cimarron Construction		SW Waterworks LLC		Matthews Trenching	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1 201(A)0102	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
2 202(H) 0185	Earthwork	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
3 221(C)2801	Temporary Silt Fence	LF	500	\$ 2.00	\$ 1,000.00	\$ 6.00	\$ 3,000.00	\$ 2.00	\$ 1,000.00	\$ 5.00	\$ 2,500.00	\$ 7.00	\$ 3,500.00
4 230(A)2806	Solid Slab Sodding	SY	6821	\$ 3.00	\$ 20,462.40	\$ 4.00	\$ 27,284.00	\$ 2.50	\$ 17,052.50	\$ 0.75	\$ 5,115.75	\$ 6.00	\$ 40,926.00
5 303(A) 2100	Aggregate Base Type "A"	CY	41	\$ 41.00	\$ 1,693.15	\$ 150.00	\$ 6,150.00	\$ 75.00	\$ 3,075.00	\$ 24.00	\$ 984.00	\$ 45.00	\$ 1,845.00
6 609(A) 0300	Concrete Curb (6" Barrier-Integral)	LF	50	\$ 8.08	\$ 404.00	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 25.00	\$ 1,250.00	\$ 75.00	\$ 3,750.00
7 610(B) 0604	6" Concrete Driveway	SY	372	\$ 49.44	\$ 18,375.20	\$ 55.00	\$ 20,460.00	\$ 108.00	\$ 40,176.00	\$ 65.00	\$ 24,180.00	\$ 105.00	\$ 39,060.00
8 611(G) 6000	Inlet (SMD-Type 2)	EA	1	\$ 2,612.17	\$ 2,612.17	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
9 616(A) 5120	4" Ductile Iron Pipe	LF	20	\$ 35.00	\$ 700.00	\$ 30.00	\$ 600.00	\$ 54.00	\$ 1,080.00	\$ 20.00	\$ 400.00	\$ 85.00	\$ 1,700.00
10 616(A) 5121	6" Ductile Iron Pipe	LF	68	\$ 45.00	\$ 3,060.00	\$ 25.00	\$ 1,700.00	\$ 58.00	\$ 3,944.00	\$ 30.00	\$ 2,040.00	\$ 80.00	\$ 5,440.00
11 616(B) 5229	12" PVC Pipe (C900)	LF	3160	\$ 44.00	\$ 139,040.00	\$ 36.00	\$ 113,760.00	\$ 63.00	\$ 199,080.00	\$ 75.00	\$ 237,000.00	\$ 95.00	\$ 300,200.00
12	Boring 12" DIP (Class 51)	LF	220	\$ 275.00	\$ 60,500.00	\$ 250.00	\$ 55,000.00	\$ 316.00	\$ 69,520.00	\$ 300.00	\$ 66,000.00	\$ 390.00	\$ 85,800.00
13 616(D) 0767	2" Air Relief Valve Assembly and Meter Can	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 3,750.00	\$ 3,750.00
14 616(D) 0775	2" Blow Off Valve	EA	1	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,650.00	\$ 2,650.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
15 616(D) 1060	4" Gate Valve	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 725.00	\$ 1,450.00	\$ 1,250.00	\$ 2,500.00	\$ 850.00	\$ 1,700.00
16 616(D) 1070	6" Gate Valve	EA	8	\$ 1,200.00	\$ 9,600.00	\$ 1,400.00	\$ 11,200.00	\$ 850.00	\$ 6,800.00	\$ 1,750.00	\$ 14,000.00	\$ 950.00	\$ 7,600.00
17 616(D) 1100	12" Gate Valve	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 3,000.00	\$ 18,000.00	\$ 2,500.00	\$ 15,000.00	\$ 3,500.00	\$ 21,000.00	\$ 3,000.00	\$ 18,000.00
18 616(F)	4" Water Meter with Box	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 11,000.00	\$ 11,000.00	\$ 9,750.00	\$ 9,750.00	\$ 15,000.00	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00
19 616(G) 1195	Fire Hydrant and Assembly	EA	7	\$ 3,500.00	\$ 24,500.00	\$ 5,000.00	\$ 35,000.00	\$ 2,850.00	\$ 19,950.00	\$ 3,500.00	\$ 24,500.00	\$ 3,000.00	\$ 21,000.00
20 616(K) 0225	12" Solid Sleeve	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 875.00	\$ 3,500.00	\$ 750.00	\$ 3,000.00	\$ 600.00	\$ 2,400.00
21 616(N) 0090	Service Connection (Short)	EA	3	\$ 600.00	\$ 1,800.00	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 400.00	\$ 1,200.00	\$ 1,500.00	\$ 4,500.00
22	4" 90 Degree Fitting	EA	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
23 616(O) 0500	12" 11 1/4 Degree Fitting	EA	2	\$ 450.00	\$ 900.00	\$ 800.00	\$ 1,600.00	\$ 655.00	\$ 1,310.00	\$ 1,250.00	\$ 2,500.00	\$ 700.00	\$ 1,400.00
24 616(O) 0520	12" 22 1/2 Degree Fitting	EA	6	\$ 450.00	\$ 2,700.00	\$ 800.00	\$ 4,800.00	\$ 675.00	\$ 4,050.00	\$ 1,250.00	\$ 7,500.00	\$ 700.00	\$ 4,200.00
25 616(O) 0530	12" 45 Degree Fitting	EA	17	\$ 450.00	\$ 7,650.00	\$ 800.00	\$ 13,600.00	\$ 750.00	\$ 12,750.00	\$ 1,250.00	\$ 21,250.00	\$ 825.00	\$ 14,025.00
26 616(R) 0480	6" X 4" Reducer	EA	1	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 225.00	\$ 225.00	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00
27 616(S) 0210	6" Plug	EA	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00
28	12" X 12" X 4" Tee	EA	1			\$ 1,400.00	\$ 1,400.00	\$ 825.00	\$ 825.00	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00
29 616(T) 0600	12" X 12" X 6" Tee	EA	8	\$ 1,100.00	\$ 8,800.00	\$ 1,400.00	\$ 11,200.00	\$ 850.00	\$ 6,800.00	\$ 1,250.00	\$ 10,000.00	\$ 900.00	\$ 7,200.00
30 616(T) 2500	6" X 6" X 6" Tee	EA	2	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 550.00	\$ 1,100.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
31 616(V) 0100	Hydrostatic Pressure Testing and Disinfection	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
32 619(A) 0920	Removal of Structures and Obstructions	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
33	Remove and Replace Gravel Drive	SY	127	\$ 35.00	\$ 4,441.11	\$ 50.00	\$ 6,350.00	\$ 20.00	\$ 2,540.00	\$ 25.00	\$ 3,175.00	\$ 50.00	\$ 6,350.00
34 619(B) 4766	Removal of Concrete Driveway	SY	322	\$ 9.00	\$ 2,899.00	\$ 20.00	\$ 6,440.00	\$ 10.00	\$ 3,220.00	\$ 95.00	\$ 30,590.00	\$ 10.00	\$ 3,220.00
35 619(B) 4767	Removal of Asphalt Driveway	SY	50	\$ 7.99	\$ 395.95	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 75.00	\$ 3,750.00	\$ 10.00	\$ 500.00
36	Removal of Fittings	EA	4	\$ 350.00	\$ 1,400.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 300.00	\$ 1,200.00	\$ 500.00	\$ 2,000.00
37 619(B) 4792	Removal of Sidewalk	SY	22	\$ 9.77	\$ 214.94	\$ 50.00	\$ 1,100.00	\$ 10.00	\$ 220.00	\$ 35.00	\$ 770.00	\$ 10.00	\$ 220.00
38 625(A) 1252	Remove and Reconstruct Fence	LF	20	\$ 15.00	\$ 300.00	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 25.00	\$ 500.00	\$ 75.00	\$ 1,500.00
39 629(E) 5048	Remove and Reset Mailbox	EA	2	\$ 137.85	\$ 275.70	\$ 500.00	\$ 1,000.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 2,000.00	\$ 4,000.00
40 805(D) 8756	Remove and Reset Existing Signs	EA	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
41 880(J) 8905	Construction Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,031.50	\$ 8,031.50	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
42 641 1399	Mobilization	LS	1	\$ 48,193.77	\$ 48,193.77	\$ 5,000.00	\$ 5,000.00	\$ 13,200.00	\$ 13,200.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
43 642(B) 0096	Construction Staking Level II	LS	1	\$ 10,797.71	\$ 10,797.71	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00	\$ 19,000.00	\$ 19,000.00	\$ 15,000.00	\$ 15,000.00
				Total	\$ 418,915.10		\$ 423,744.00		\$ 494,949.00		\$ 610,954.75		\$ 714,886.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council

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

DATE : March 26th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from Holland Backhoe Services in the amount of \$3,959.60 for the sewer line improvements installed at 10225 East Reno Avenue.

The one year maintenance bonds from Holland Backhoe Services are for the sewer line improvements installed in conjunction with the new Johnson Homestead Addition located at 10225 East Reno Avenue.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Holland Backhoe, Inc., as Principal, and Granite Re, Inc. as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Three Thousand Nine Hundred Fifty-Nine & 60/100 dollars (\$3959.60), such sum being not less than ten percent (10%) of the total contract price to construct or install Johnson Homestead Sewer Line Construction (the "Improvement"), for a period of one (1) years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and SWM & Sons Construction, dated the 10th day of December, 2018, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 11th day of December, 2018.

Holland Backhoe, Inc.
Principal

ATTEST:

By [Signature]

Secretary

Granite Re, Inc.
Surety

ATTEST:
[Signature]
Secretary

By [Signature]
Carey L. Kennemer, Attorney-in-Fact

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

City Attorney

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

City Clerk

Mayor

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.


In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
11th day of December, 2018





Kyle P. McDonald, Secretary/Treasurer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by this endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its limit of insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured".

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".

- a. You hire, rent or borrow, or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident". You are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following.

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following.

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" in a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss"

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. Member, if you are a limited liability company;
- 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit" on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (5) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability,

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply in "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (I) Premises rented to you for a period of 7 or fewer consecutive days; or
- (II) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows.

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(h) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2, Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added in Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b, Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2, Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 2. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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of 132

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. of Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. With respect to the insurance afforded by this endorsement, Section IV - Commercial General Liability Conditions is amended as follows:

1. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claims Or Suit: An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us,
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph 4. of Section IV - Commercial General Liability Conditions is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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

PROJECT NAME: JOHNSON HOMESTEAD

PROJECT LOCATION: S.E 21st & AVERY, MIDWEST CITY, OK 73110

TYPE OF CONSTRUCTION: SEWER LINE EXTENSION

OWNER'S AFFIDAVIT OF ACCEPTANCE

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

By *Byron J Johnson*
OWNER

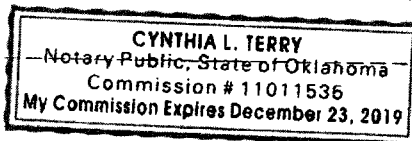
Date: 2-13-19

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 13th day of February, 2019, personally appeared Byron J Johnson, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 12-23-19

Cynthia L Terry
NOTARY PUBLIC



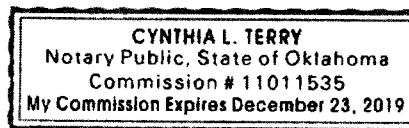
CONTRACTOR'S LIEN WAIVER

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

By *Wes Holland*
CONTRACTOR

Date: 2-21-19

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 21st day of February, 2019, personally appeared Wes Holland, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 12-23-19

Cynthia L Terry
NOTARY PUBLIC

Holland Backhoe, Inc

Job Name: Johnson Homestead

July 9, 2018

Location: Midwest City OK

SWM & Sons

Item No.	Description	Qty	Unit	Bid Unit	Bid Amount
1	8" SDR 35	817	LF	27.00	22,059.00
2	8" DIP	50	LF	45.00	2,250.00
3	Manhole	5	EA	2,025.00	10,125.00
4	Tap ex. Manhole	1	EA	550.00	550.00
5	8"X4" Service WYE	4	EA	240.00	960.00
6	4" Riser Pipe	12	VF	16.00	192.00
7	Rem/Repl Paving	14	SY	120.00	1,680.00
8	Gravel Backfill	42	TN	40.00	1,680.00
				0.00	0.00
				0.00	0.00
Page 1 Totals:					39,496.00



HOLLA-3

OP ID: LE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Webb, Young, Webb, Liles & Tolentino PO Box 22127 Oklahoma City, OK 73123 Randall D. Webb 405-843-9481	CONTACT NAME: Lona Evans PHONE (A/C, No, Ext): 405-843-9481 E-MAIL ADDRESS: lona.evans@wywllt.com	FAX (A/C, No): 405-848-8417
	INSURER(S) AFFORDING COVERAGE	
INSURED Holland Backhoe, Inc 21400 NE 63rd Harrah, OK 73045	INSURER A: West American Ins Co.	NAIC # 44393
	INSURER B: Ohio Security Insurance Co.	24082
	INSURER C: Ohio Casualty Insurance Co.	24074
	INSURER D: CompSource Mutual Insurance	36188
	INSURER E: America First Insurance	12696
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BKW56183401	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAS 56060354	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO 56183401	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	01715433 18 1	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Equipm		IIM8989987	07/01/2018	07/01/2019	see below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Johnson Homestead Sewer Line Construction

CERTIFICATE HOLDER SWM&001 SWM & Sons Construction 14400 SE 29th Street Choctaw, OK 73020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DEVELOPMENT CONTRACT

THIS AGREEMENT made and entered in this *10th Day of December, 2018* by and between **SWM & Sons Construction** for convenience hereinafter referred to as OWNER, and **HOLLAND BACKHOE, INC. 336920 E Hwy 62 McLoud, OK 74851**, hereinafter referred to as CONTRACTOR.

WITNESSETH;

WHEREAS, OWNER is improving the following described real property situated in MWC,OK State of Oklahoma, to-wit: Johnson Homestead Sewer Line Construction

WHEREAS, the proposed consists of completing Sewer Line Construction as shown in the plans and specifications to serve the above-mentioned site.

WHEREAS, CONTRACTOR is experienced in the construction of such Sewer Line Construction.

NOW, THEREFORE, for and in consideration of the sum of \$39,496.00; the receipt of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

PLANS

FIRST: That OWNER has had **Larry G Slaughter, P.E.** prepare plans and specifications covering the construction of the sewer line to be completed.

ACCEPTANCE

SECOND: That CONTRACTOR herewith states that it has thoroughly examined the above plans, proposal and specifications covering the work to be performed and accepts the same and that CONTRACTOR has inspected the site on which construction will be performed and approves the same.

WARRANTY OF PERFORMANCE

THIRD: CONTRACTOR is an independent contractor and hereby agrees to furnish all tools, machinery, labor, materials and all other items necessary, or required, to perform in a perfect and workmanlike manner the construction and completion of all work described.

CONTRACTOR further agrees that it will provide an experienced, competent and responsible supervisor to direct the work to be performed at all times.

COMPLETION AGREEMENT

FOURTH: CONTRACTOR herewith agrees to complete all work included within the proposed working days from the date of the Notice to Proceed.

The time of completion is of the essence of the contract.

Should the CONTRACTOR abandon the site after commencing work without prior notice and approval, then CONTRACTOR agrees to, and the OWNER has the right to, get the job completed by others and to pay for the completion from the proceeds of this contract.

GUARANTY AGAINST LIENS

FIFTH: CONTRACTOR herewith agrees to promptly pay all labor bills, material bills and all debts of every kind and character created by CONTRACTOR in the performance of this contract.

ENGINEER'S CONTROL

SIXTH: OWNER and its engineers shall have free access to the premises at all times for the purpose of determining the manner and method of performance of this contract and the quality of the materials being used. All work and materials must meet the requirements and approval of said engineers and city code and specifications.

COMPLIANCE WITH LAWS AND ORDINANCES

SEVENTH: CONTRACTOR shall observe all the laws of the State of Oklahoma, and the ordinances of the local government authority, relating to the performance of this contract, obstruction of roads, streets, highways and alleys and shall maintain all signals, barriers, watchmen and notices that may be necessary to protect the public, employees and other persons entering said premises, and shall keep the same open for traffic as by such laws required. The CONTRACTOR further agrees to perform all work within the requirements of the Oklahoma Department of Labor, Occupational Safety and Health Administration and the Environmental Protection Agency Clean Water Act.

IDEMNITY AND INSURANCE

EIGHTH: CONTRACTOR herewith expressly agrees to indemnify and hold OWNER harmless from all suits, actions, judgments, and damages of every kind and character brought or obtained against OWNER on account of any injury or damages received, sustained, or claimed by any party or parties to any property resulting from the acts of omissions of CONTRACTOR, its servants, agents, employees or subcontractors in doing the work herein contracted for, or in consequences of, negligent or willful act of any said persons for any improper material used in its construction. Before the work shall commence, if requested, CONTRACTOR shall submit to OWNER a Certificate of Public Liability and Property Damage including Completed Operations and Underground Operation Coverage covering CONTRACTOR and naming OWNER as an additional insured with limits not less than \$500,000 for any one person of for any one accident; and \$100,000 property damage insurance.

WORKMAN'S COMPENSATION

NINTH: CONTRACTOR herewith represents that it is an Employer within the meaning of the OKLAHOMA EMPLOYMENT SECURITY ACTS, its identification number being _____ and its FEDERAL EMPLOYER'S IDENTIFICATION NUMBER is 16-1737117. That CONTRACTOR will comply with all requirements of the OKLAHOMA STATE INDUSTRIAL COMMISSION and all other governmental agencies, bureaus and commissions having jurisdiction over the work. That CONTRACTOR has workman's compensation insurance with CompSource being Policy No. 01715433, which is in full force and effect and will remain same throughout the performance of this contract. The CONTRACTOR shall submit to OWNER a certificate indicating the aforementioned coverage.

TENTH: Both parties agree CONTRACTOR is an independent contractor and no agency, partnership or joint venture is hereby created.

PAYMENT

ELEVENTH: CONTRACTOR shall receive for the full complete performance of the agreement for the construction required by the above plans and specifications compensation from the OWNER based upon the amounts and unit prices set out in the CONTRACTOR'S proposal, a copy of the same being attached hereto and made a part of this contract with payments to be made in accordance with the proposal.

In this regard, it is understood and agreed that in the event the quantities used are less than those shown in the proposal; CONTRACTOR shall be paid a decreased sum based upon the unit prices shown and by the same method of computation. In the event that the quantities used exceed those shown in the proposal, CONTRACTOR shall be paid an increased sum based upon the unit price as shown by the same method of computation.

In the event that rock or ground water is encountered during excavation and or installation, the "Extra Work" required to complete the job will be billed by CONTRACTOR and paid by OWNER as a separate line item along with incidentals not foreseen. The CONTRACTOR shall not be entitled to payment for other "Extra Work" not covered by a bid item in the proposal unless prior approval for the same is obtained in writing from the Engineer or OWNER.

Payment by the OWNER is due upon receipt of the invoice by the CONTRACTOR.

BONDS

TWELVETH: CONTRACTOR herewith to furnish an acceptable Maintenance Bond, issued to the OWNER and the CITY, signed by a solvent corporate and qualified surety authorized to do business in the State of Oklahoma to cover the performance of the contract. The maintenance bond will be for the duration of the limits and periods required by the city.

CONSTRUCTION STAKES

THIRTEENTH: The Engineer will install all construction stakes necessary to establish the line, grade and limits of construction for the CONTRACTOR. In case of negligence on the part of the CONTRACTOR or his employees, resulting in the destruction of such stakes or makings, an amount equal to the cost of replacing the same may be deducted from the payment due the CONTRACTOR when the OWNER is so notified by the Engineer. CONTRACTOR will not be responsible for establishing any construction staking. Any staking done by the CONTRACTOR will be at an additional charge to the OWNER/ENGINEER from the agreed contract price.

CONTRACT DOCUMENTS

FOURTEENTH: The general conditions of the contract as shown in the specification indicated below shall be applicable to all work done on this construction project. The specifications and drawings, together with this agreement, for the contract and they are as fully a part of this contract. The following is an enumeration of the specs and drawings.

1. Proposal
2. Plans
3. City Standard Specifications

All work done will be in accordance with the specifications and requirements of the CITY, as well as, to the satisfaction of the OWNER. The term "CITY" refers to the political location within which the project is located.

PERMITS LICENSES & INSPECTION FEES

FIFTEENTH: Contractor shall obtain and pay for any and all permits and licenses required by any governing body for the performance of the work in this contract. CONTRACTOR shall obtain and pay for all testing required by governing body specifications. The OWNER shall reimburse the CONTRACTOR for the amount of inspection fees, upon agreement by both parties.

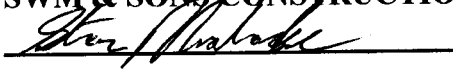
ATTORNEY FEES

SIXTEENTH: In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

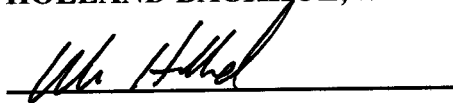
This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, devisees, trustees, or successors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year last above written.

SIGNED, OWNER
SWM & SONS CONSTRUCTION



WES HOLLAND
HOLLAND BACKHOE, INC.





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: March 26th, 2019

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190116 from the State Department of Environmental Quality for the Roefan Road and Hand Road Water Line Extension Project, Midwest City, Oklahoma.

Permit No. WL000055190116 is for the construction of 3645 L.F. of eight inch (8"), 95 L.F. of eight inch (8"), and 32 L.F. of six inch (6") water line serve the Roefan Road and Hand Road Water Line Extension Project, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

February 14, 2019

Mr. Tim Lyon, Acting City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No. WL000055190116
Roefan Rd and Hand Rd
Facility No. 1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055190116 for the construction of 3,645 linear feet of eight (8) inch PVC potable waterline, 95 linear feet of eight (8) inch PVC waterline, 32 linear feet of six (6) inch PVC waterline, and all other appurtenances to serve the Roefan Rd and Hand Rd, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 14, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert Walker
Construction Permit Section
Water Quality Division

RBW/KM/RC/ag

Enclosure

c: Travis Mensik, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Brandon Bundy, PE, City of Midwest City





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000055190116

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

February 14, 2019

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 3,645 linear feet of eight (8) inch PVC potable waterline, 95 linear feet of eight (8) inch PVC waterline, 32 linear feet of six (6) inch PVC waterline, and all other appurtenances to serve the Roefan Rd and Hand Rd, located in Section 8, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved February 14, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 2,516 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000055190116

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000055190116

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: March 26, 2019

Subject: Discussion and consideration of awarding the installation and removal of the outdoor warning sirens to SafetyCom, Inc. in the amount of \$73,800 from the competitive bid process completed on March 19, 2019. (Emergency Management - M. Bower).

Staff recommends approval and award going to SafetyCom, Inc. for the bid amount of \$73,800.00 for the installation and removal of (10) storm sirens, (10) 60' concrete utility poles and related installation and removal. The funding for this project is from the 2018 Midwest City bond issue as well as a grant from Oklahoma Emergency Management.

Two bid packets were received on March 19, 2019 after advertising in the Midwest City Beacon and Journal Record. SafetyCom, Inc. was the lowest and best bid.

The purchase of the outdoor warning sirens and related equipment were previously bid separately and awarded.

Mike Bower

Mike Bower
Emergency Manager

Bid Tabulation

Whelen Outdoor Warning Siren Hardware Installation

Opened: March 19, 2019

Awards: March 26, 2019

Company:

Bid Total:

Joe Goddard Enterprises, LLC

\$75,600.00

SafetyCom, Inc.

\$73,800.00



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

To: Honorable Mayor and Council
From: Terri Craft, Grants Manager
Date: March 26, 2019
Subject: Discussion and consideration of appointing Ms. Kathy Gain to fill the vacant Ward 5 position on the Citizens' Advisory Committee on Housing and Community Development.

Ms. Kathy Gain, of 9429 N.E. 28th St., has indicated her willingness to serve on the committee. She will be completing the unexpired term of Dr. John Hatfield who recently resigned. Her term will expire on August 12, 2021.

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

		<u>Term Expires</u>
Mike Anderson	Ward 1 Appointee, Chairman	08/12/21
Tammy Pote	Ward 2 Appointee	08/12/19
Greta Stewart	Ward 3 Appointee	08/12/21
John Black	Ward 4 Appointee	08/12/19
	Ward 5 Appointee	08/12/21
Elaine Winterink	Ward 6 Appointee	08/12/19
Cy Valanejad	Mayor's Appointee, Vice Chairman	08/12/21

Staff recommends approval.

Terri L. Craft
Grants Manager



DISCUSSION ITEMS





The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
 Patrick Menefee, City Engineer
 CURRENT PLANNING DIVISION
 Kellie Gilles, Planning Manager
 COMPREHENSIVE PLANNING
 BUILDING INSPECTION DIVISION
 Christine Brakefield, Building Official
 GIS DIVISION
 Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: March 26, 2019

Subject: (PC – 1984) Public hearing with discussion and consideration of an ordinance to amend the Tuscany Ridge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a tract of land lying in the NW/4 of Section 9, T-11-N, R-1-W, of the Indian Meridian, Midwest City, OK.

Executive Summary

This amendment is being requested in order to add three additional lots for single family residential development. The owners of Lot 10 within the Tuscany Ridge Subdivision also own the large parcel of land to the south of Lot 10. They are requesting this change in order to subdivide Lot 10 into two (2) individual lots and add two (2) more lots out of the parcel to the south to the Tuscany Ridge Subdivision and PUD. If approved, development will meet the regulations of the original PUD. In order to provide access to the two (2) new proposed lots to the south, Tuscany Ridge Road will need to be extended. The applicant plans to extend the road and a water line to City standards to serve all lots. No changes other than those listed above are being requested from the original PUD that was approved in February 2005. Staff recommends approval.



Dates of Hearing: Planning Commission – March 5, 2019
 City Council – March 26, 2019

Council Ward:
 Ward 6 – Jeff Moore

Owners: Members of the Tuscany Ridge HOA and CJB Holdings LLC

Applicant: Jason Emmett, Cedar Creek Engineering

Proposed Use: Three new lots for single family residential development

Size:

The area of request has a frontage along Anderson Rd. of approximately 661.62 ft. and contains an area of approximately 39.84 acres.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
North, South, East and West – LDR, Low Density Residential

Zoning Districts:

Area of Request – PUD, Planned Unit Development and R-6, Single Family Detached Residential
North – PUD, Planned Unit Development
South – R-6, Single Family Detached Residential
East and West – PUD, Planned Unit Development

Land Use:

Area of Request – Vacant
North, East and West – Single family residences
South - Vacant

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This area was zoned R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. A majority of the property was rezoned to a PUD in February 2005 under PC-1578.
3. The Planning Commission recommended approval of this item March 5, 2019.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the south side of Tuscany Ridge Road in the street right-of-way extending along to the west side of the area of request.

The applicant proposes to construct a public water line extension continuing east along the south side of the proposed road to provide service and fire protection to the two new lots.

Improvement plans for the water line extension must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Extension of the water supply to serve this property is required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

The Tuscany Ridge P.U.D. allows the residents to use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

Streets and Sidewalks

Access to the area of request is available from Tuscany Ridge Road. Tuscany Ridge Road is classified as a local street in the 2008 Comprehensive Plan. Tuscany Ridge Road is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, Tuscany Ridge Road has fifty (50) feet of right-of-way up to the cul de sac adjacent to the west side of the area of request.

The applicant proposes to construct an extension of the local street, Tuscany Ridge Road, to service the area of request. The proposed street will include a full sized cul de sac to provide turnaround room as per fire department regulations. Sidewalk will not be required as there are none in the subdivision and would provide no connections to another sidewalk.

Improvement plans for the street must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is from the west to the east via overland flow. Currently, the area of request is developed with a single family residence on a large acreage. Drainage from the site continues north east, joining an unimproved channel that drains further north east through the edge of the Jaycie Place Addition and continuing to the concrete drainage channel that crosses through Sundance Addition.

The applicant proposes the extension of the road and two new residences, which will cause an increase in the impervious area in the subdivision. However, with the new addition encompassing forty acres of property and the addition only adding only two new homes, the impact will be minimal. The site plans for the new homes will take advantage of these large undeveloped areas on their own lots to assure that any water runoff will not have an impact on an adjacent property. The proposed road extension will be designed and constructed with slope to accomplish the same result. These design elements will eliminate any increase to the runoff from the forty acres and the necessity of a detention pond.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

All future development on the proposed tracts must conform to the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and existing and proposed right of way for the area of request will be dedicated to the city when the final amended plat is filed.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

Fire Marshal's Comments:

The Fire Marshal has reviewed this request and made the following comments:

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- The new cul-de-sac is required to be a minimum of 96'-0" in diameter.
- Fire hydrants are required to be spaced no more than 500 feet apart down the new road.
- The PUD revision shows the road extension passing through the existing fire hydrant. The existing hydrant must be relocated in the general area.
- The extended road is required to be a minimum of 26' wide.

Plan Comments:

Staff began meeting with the property owners in the summer of 2018 to discuss options for extending the Tuscan Ridge Subdivision and PUD to allow for additional single family residential structures to be built at the end of Tuscan Ridge Road. The owners of Lot 10 in the Tuscan Ridge Subdivision would like to divide Lot 10 into two (2) lots and extend Tuscan Ridge Rd. to serve two (2) more lots out of the property to the south. If approved, all of the new structures and development of the lots will meet the requirements of the current PUD.

The average size of the existing lots in Tuscan Ridge are approximately .92 acres with Lot 10 being 12.5 acres. The sizes of the new proposed lots are as follows:

Lot 10A: 10.76 acres (more or less)

Lot 10B: 1.00 acre (more or less)

Lot 10C: 4.32 acres (more or less)

Lot 10D: 3.79 acres (more or less)

Several versions of the layout were presented and discussed. The version presented with this application meets the requirements of the zoning ordinance.

If this PUD amendment is approved, the applicant and owner may proceed with a preliminary plat application in preparation of the required road and water extensions. The preliminary and final plat applications will be required to meet the requirements of the 2012 Subdivision Regulations.

Included with this agenda item is a notarized letter from the Tuscan Ridge Homeowners Association President stating that 75% of the voting members of the Tuscan Ridge HOA voted to accept the amended PUD. Sixteen (16) of nineteen (19) homeowners participated in the vote.

The 2008 Comprehensive Plan states that raw land east of Douglas has the potential for quality residential development. The existing Tuscan Ridge Subdivision was developed in accordance with the approved PUD and is a quality residential subdivision and an asset to Midwest City. As the proposed amendment of the PUD complies with the development regulations of the original PUD, staff recommends approval of this request.

Action Required: Approve or reject an ordinance to amend the Planned Unit Development for the property noted in this report and subject to staff's comments as found in the March 26, 2019, agenda packet, and as noted in PC – 1984 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

KG

January 28, 2019

Bobby and Jayne Christensen
CJB Holdings
12300 Jaycie Circle
Midwest City, OK 73130

Dear Bobby and Jayne Christensen:

The homeowners of the Tuscan Ridge Home Owners Association (HOA) have reviewed and approved the proposed amendment for the Tuscan Ridge Planned Unit Development. Based on a vote, seventy-five percent (75%) of the voting HOA members provided their acceptance of the changes with sixteen (16) of the nineteen (19) homeowners participating in the vote.

If you have any questions or require any additional information, please let me know

Sincerely,



Mike Dickey
President, Tuscan Ridge HOA
(405) 990-2827



Mary A. Walker
Jan. 28, 2019

AMENDMENT TO: PUD No.

DESIGN STATEMENT OF THE PLANNED UNIT DEVELOPMENT OF

TUSCANY RIDGE

MIDWEST CITY, OKLAHOMA

January 3, 2004

**AMENDED
JANUARY 24, 2019**

ORIGINAL

Developer:

Moore Real Estate Development, Inc.
P.O. Box 10537
Midwest City, OK 73140
(405) 733-8095

NEW

DEVELOPER:

**CJB HOLDINGS LLC
12300 JAYCIE CIRCLE
MIDWEST CITY, OK 73130
405.205.1882**

Prepared by:

**CEDAR CREEK CONSULTING, INC
PO BOX 14534
OKLAHOMA CITY, OK 73113
405.778.3385
ATTN: JASON EMMETT PE**

LOCATION:

The Planned Unit Development of Tuscany Ridge consists of approximately **40** acres more or less and is located east of Anderson Road between S.E. 15th Street and S.E. 29th Street in Midwest City. The property is further described as being in the Northwest Quarter (NW/4) of Section 9, Township 11 North, Range 1 West of the Indian Meridian, Oklahoma County, Oklahoma.

LEGAL DESCRIPTION:

The legal description of the property contained within the Planned Unit Development of Tuscany Ridge is described in Exhibit A.

OWNER/DEVELOPER:

The developer of the property **TO BE ADDED TO THE EXISTIGN PUD IS CJB HOLDINGS LLC**

SITE AND SURROUNDING AREAS:

The subject property is currently zoned R-1 Single Family Residential and is vacant. The property is bound on the west by Anderson Road. Jaycie Place Estates forms the north boundary. The properties to the south and east are currently zoned R-1 and are unplatted.

CONCEPT:

Tuscany Ridge Planned Unit Development proposes a development consisting of a detached residential use similar to those currently developed in the surrounding area. The proposed density within this PUD is **.55** du/ac (**22** units on **40** acres). The proposed development will be a gated community with private streets to be maintained by a homeowner's association.

SITE TOPOGRAPHY, DRAINAGE AND EXISTING UTILITIES:

The following is an analysis of the existing and proposed infrastructure to serve this Planned Unit Development:

The majority of the site slopes toward the northwest corner of the property. The remainder of the site slopes east towards an unimproved creek. Stormwater detention will be provided for the proposed development and will be addressed further at the preliminary plat phase.

Street access for the residential sites shall be from a gated street connecting to Anderson Road, a two-lane arterial street with no curbs.

Sanitary sewer facilities are not available to the site at this time.

Water can be provided to the development by the extension of an existing 8-inch water main along Anderson Road **AND EXTENDED AS NECESSARY TO SERVE ALL LOTS**

Electric, gas, telephone and other appropriate utilities will be extended to serve this site.

Fire protection for the development shall be provided by the City of Midwest City fire Department. The nearest fire station is Fire Station Number 5, located at 400 S. Westminster, Midwest City, OK. The station is approximately 2 miles from the site. The development as designed and reviewed at the preliminary plat stage will provide the necessary fire protection and truck turning radii as is required by the City of Midwest City Fire Marshall.

SPECIAL DEVELOPMENT REGULATIONS:

In cases of conflict between provisions of the Planning and Zoning Code Regulations for The City of Midwest City and the provisions of this Planned Unit Development, the Planned Unit Development provisions shall supersede. The regulations are as follows:

The use and development regulations of the R-1-D "Single-Family Detached Residential" District shall govern development of this PUD except as modified below:

1. The maximum density permitted shall be 0.7 du/ac.
2. Access to the PUD shall be via a private street, connecting to Anderson Road, a public street. The entrance shall be a divided entry with a minimum of 15 feet of paved street on either side. Mountable curbs shall be permitted within the PUD.
3. A gated entry on the west side of the development from Anderson Road shall be provided.
4. Interior private streets shall be constructed in accordance with an approved preliminary and final plat. Individual lots shall have access to and front onto a private street as determined by an approved preliminary and final plat.
5. The improvement of secondary drainage channels with a concrete paved section shall not be required provided that the secondary drainage channel is placed within a private drainage easement to be maintained by

either the property owner or the homeowner's association. (Variance to section 13-69 of the Midwest City Code of Ordinances).

GENERAL REGULATIONS:

The following general regulations apply throughout this Planned Unit Development:

1. Public improvements shall be made throughout the Planned Unit Development as required by the City of Midwest City. All Local, State and Federal ordinances as they apply to the site will be adhered to. In the event of any conflict between the terms of this PUD and any City ordinances, the terms of this PUD shall control and take precedence.
2. Private drainage ways shall be permitted. Such private drainage ways must be designed to handle adequate flows and cannot be built without specific approval of the City Engineer. Private drainage ways may be permitted within a common area or private drainage easement, subject to approval by the City Engineer. The exact location of the common area or private drainage easement shall be determined on an approval final plat.

EXHIBITS:

The followings exhibits are attached hereto and shall be made an integral part of this Planned Unit Development.

- A. Legal Description **AMENDED**
- B. Master Development Plan **AMENDED**

BRIEF EXPLANATION OF PUD AMENDMENT:

CJB HOLDINGS, LLC CURRENTLY OWNS ALL OF THE EXISTING LOT 10 (SHOWN AS 10A AND 10B ON THE ATTACHMENT). CJB ALSO OWNS PROPOSED LOTS 10C AND 10D ON THE ATTACHED EXHIBIT. LOTS 10A AND 10B ARE CURRENTLY PART OF THE ORIGINAL PUD AND TUSCANY RIDGE FINAL PLAT. THE INTENT OF AMENDING THE ORIGINAL PUD IS TO INCLUDE LOTS 10C AND 10D AS PART OF THE TUSCANY RIDGE PUD AND PLAT AND TO EXTEND A STREET AND WATER MAIN FROM THE EXISTING CUL-DE-SAC TO SERVE THESE LOTS. THE CHRISTIANSEN FAMILY INTENDS TO BUILD HOMES AS THEIR PERSONAL RESIDENCES.

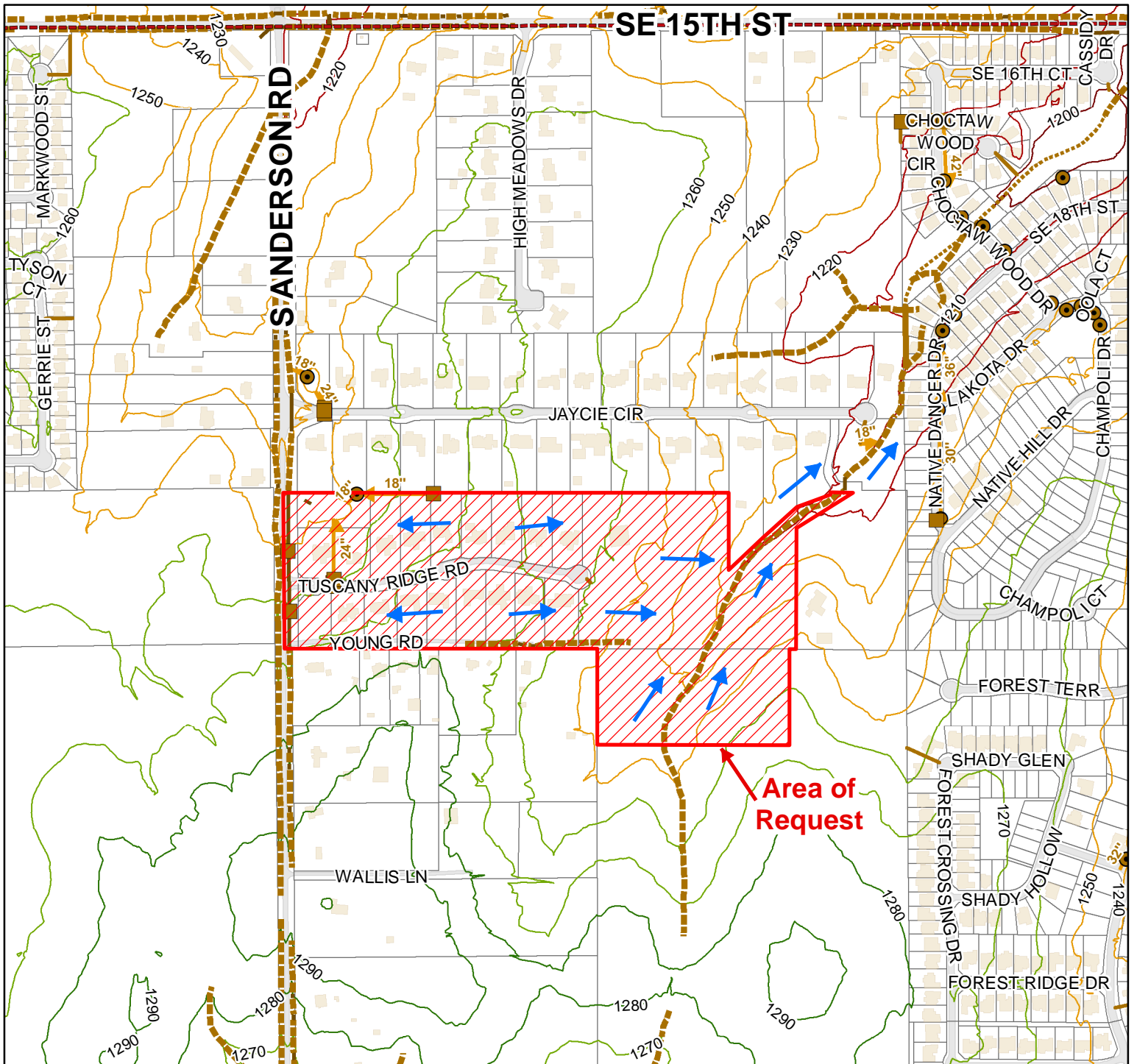
TUSCANY RIDGE LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (SW/4) OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

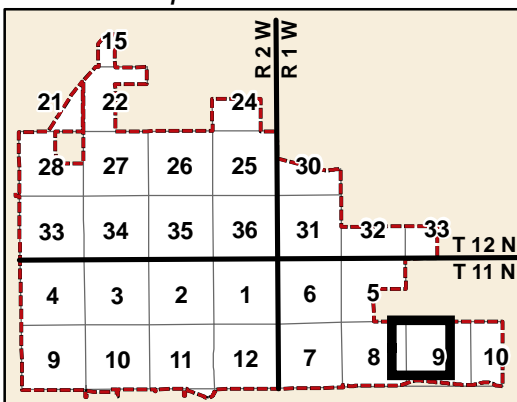
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4):

THENCE S 89°25'08" E FOR A DISTANCE OF 1321.17 FEET;
THENCE S 00°09'23" W FOR A DISTANCE OF 406.63 FEET;
THENCE S 89°25'00" E FOR A DISTANCE OF 824.51 FEET;
THENCE N 00°34'52" E FOR A DISTANCE OF 406.64 FEET;
THENCE S 89°25'08" E FOR A DISTANCE OF 25.00 FEET;
THENCE N 00°31'34" E FOR A DISTANCE OF 510.00 FEET;
THENCE N 58°00'02" E FOR A DISTANCE OF 283.62 FEET;
THENCE N 89°26'47" W FOR A DISTANCE OF 97.14 FEET;
THENCE S 00°31'34" W FOR A DISTANCE OF 11.16 FEET;
THENCE S 70°57'00" W FOR A DISTANCE OF 150.75 FEET;
THENCE S 48°39'06" W FOR A DISTANCE OF 192.05 FEET;
THENCE S 47°09'15" W FOR A DISTANCE OF 200.85 FEET;
THENCE N 00°31'34" E FOR A DISTANCE OF 328.00 FEET;
THENCE N 89°26'47" W FOR A DISTANCE OF 1893.65 FEET;
THENCE S 00°08'58" E FOR A DISTANCE OF 661.62 FEET TO THE POINT OF BEGINNING,

CONTAINING 39.84 ACRES, MORE OR LESS.



Locator Map



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

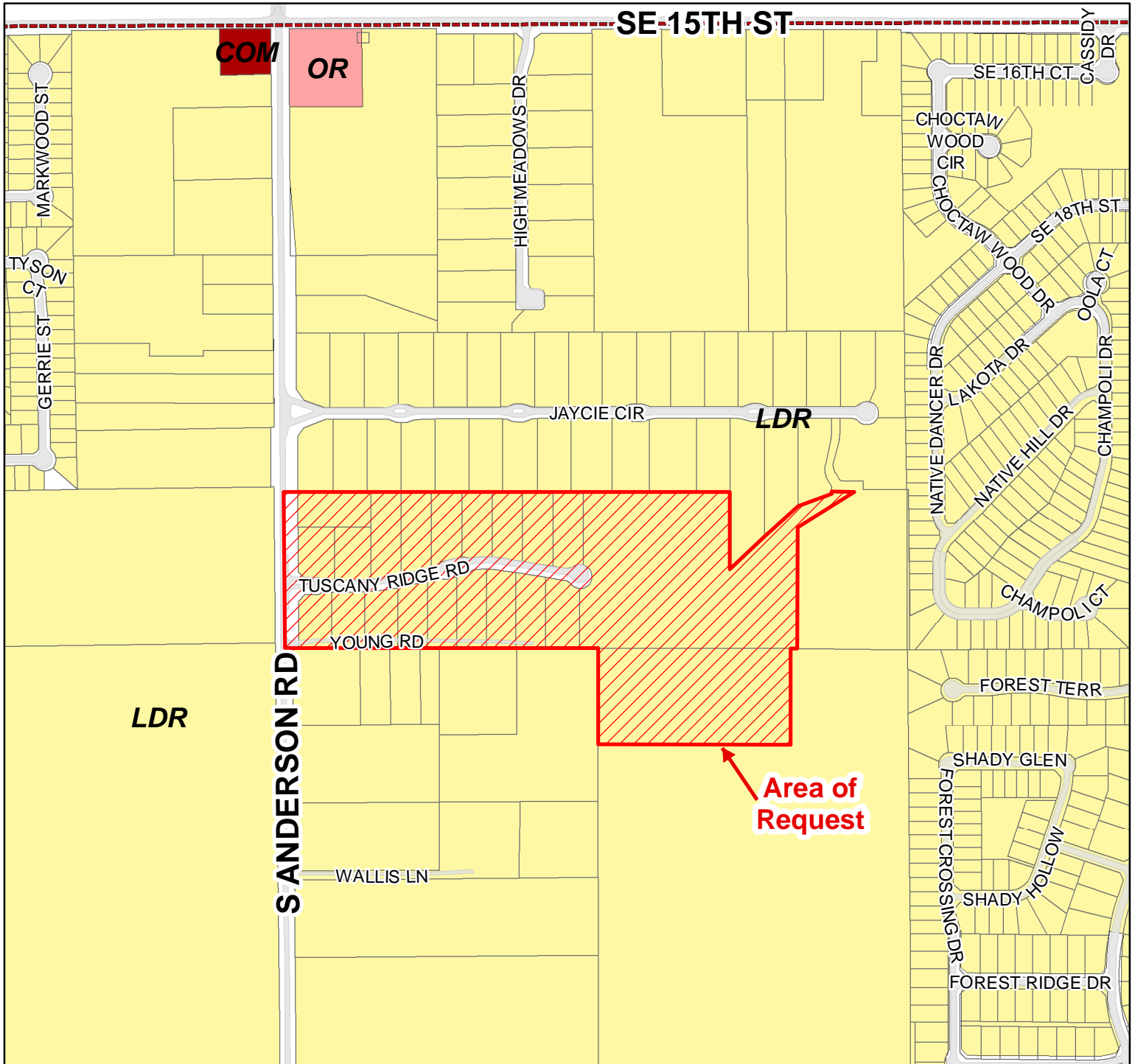
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1984

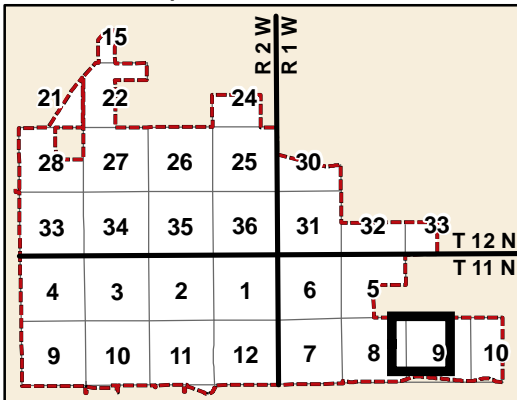
(W/2, Sec. 9, T11N, R1W)



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Locator Map



Future Land Use Legend

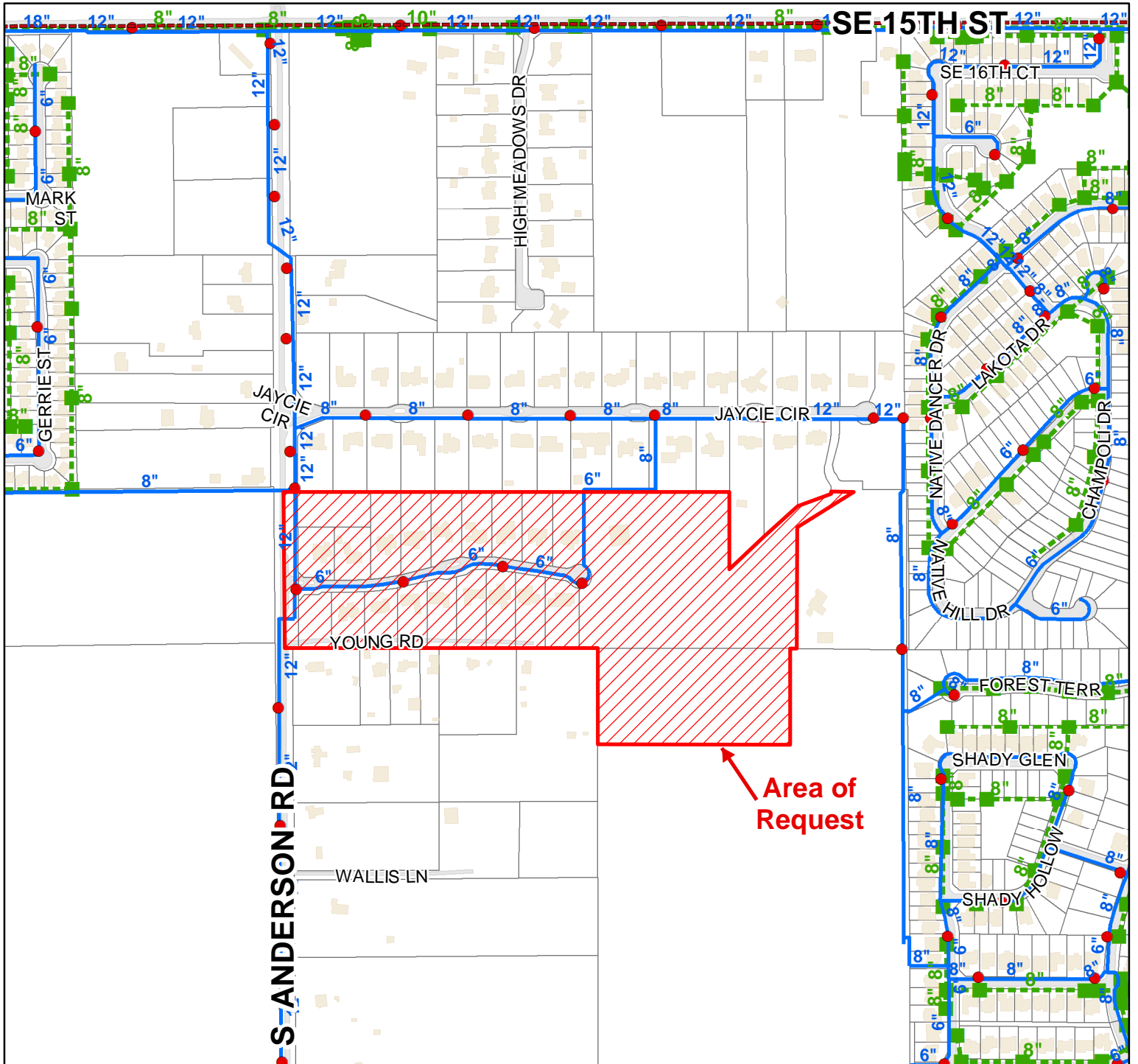
- Single-Family Detached Residential
- Medium Density Residential
- High Density Residential
- Manufactured Home
- Public/Semi-Public
- Parks/Open Space
- Office/Retail
- Commercial
- Industrial
- Town Center

**FUTURE LAND USE
MAP FOR
PC-1984**

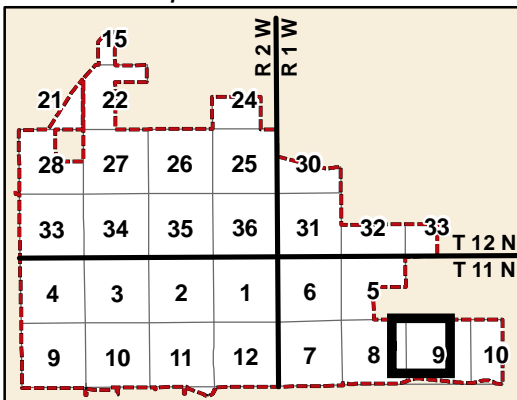
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Locator Map



Water/Sewer Legend

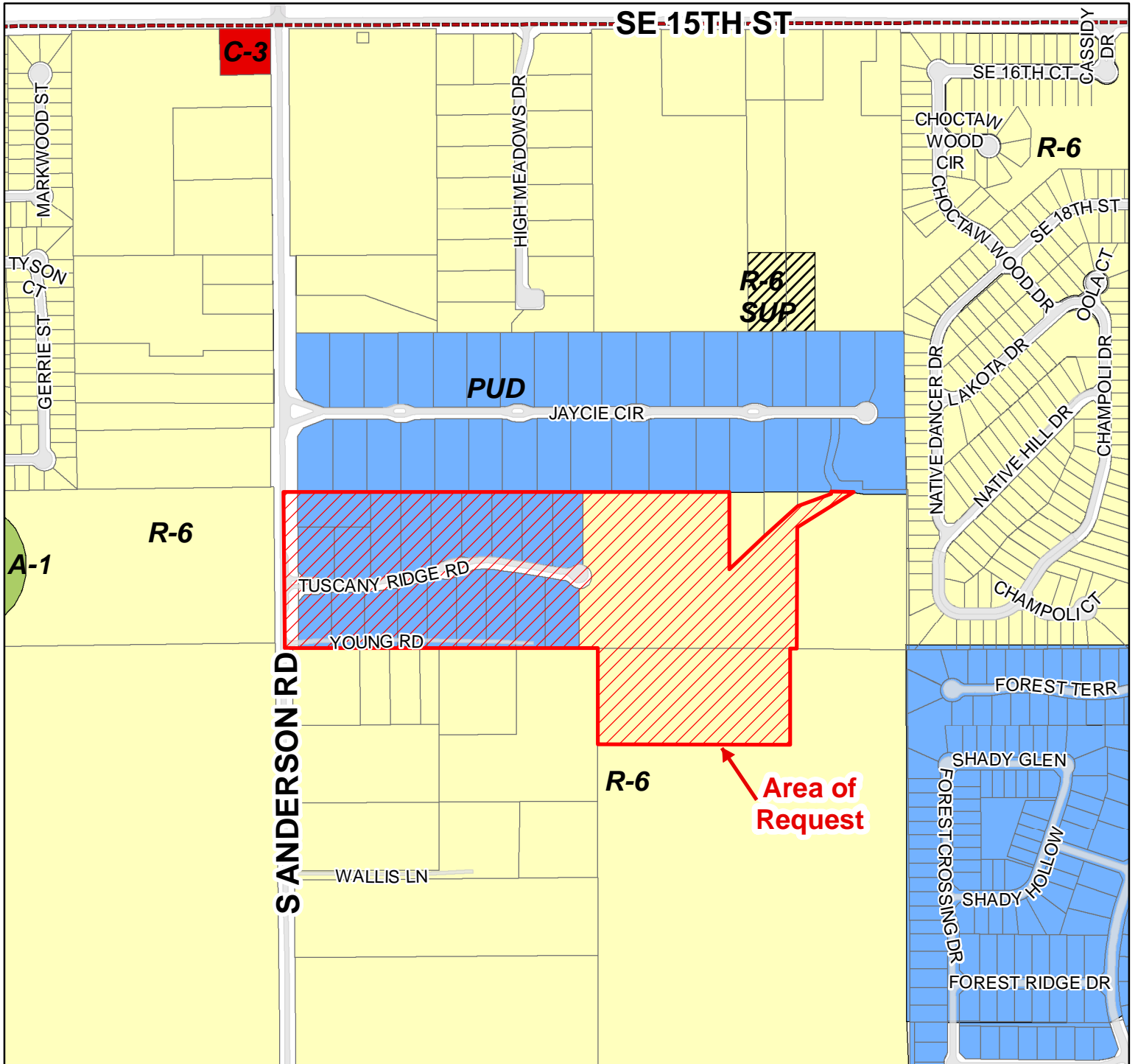
- () Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

WATER/SEWER LINE LOCATION MAP FOR PC-1984

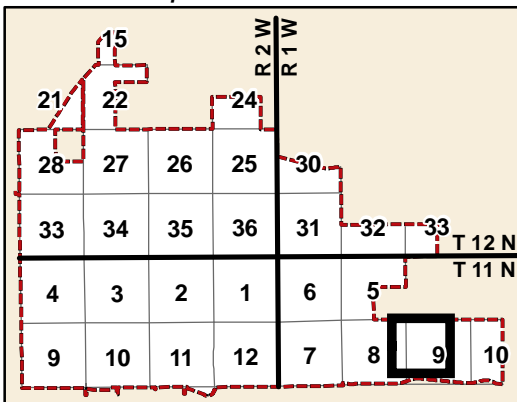
(W/2, Sec. 9, T11N, R1W)



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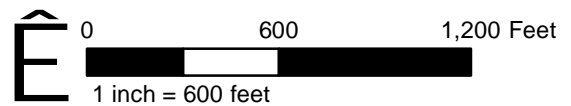
Locator Map



Current Zoning Legend

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

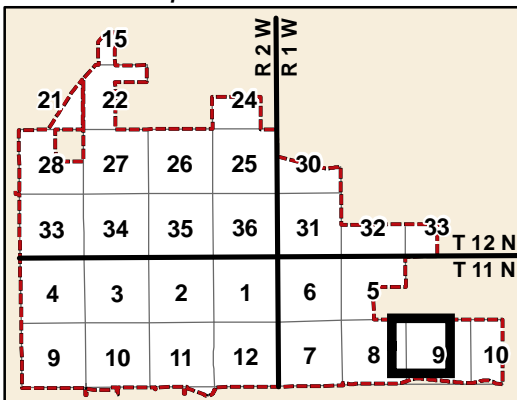
**ZONING MAP FOR
PC-1984
(W/2, Sec. 9, T11N, R1W)**



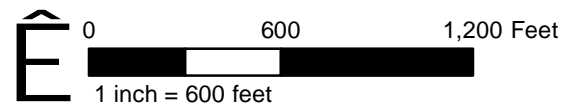
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Locator Map



**2017 DOP (AERIAL) VIEW FOR
PC-1984
(W/2, Sec. 9, T11N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT –
CURRENT PLANNING DIVISION

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

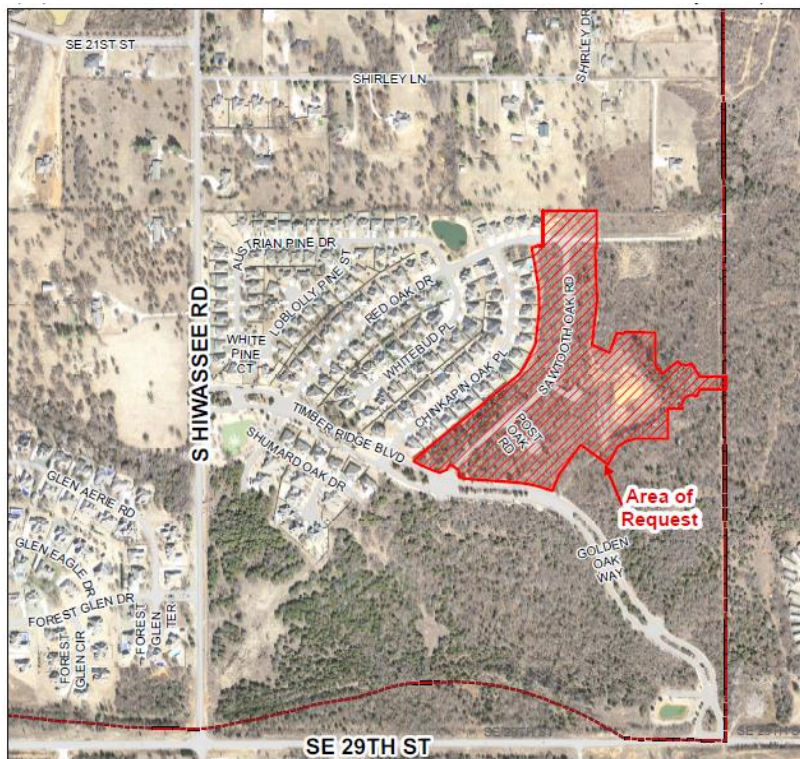
Date: March 26, 2019

Subject: (PC – 1985) Discussion and consideration of approval of the Final Plat of TimberRidge Pointe Section 4 described as a part of the SW/4 of Section 10, T11N, R1W.

Executive Summary

This requested final plat is a continuation of the TimberRidge Pointe Addition. The final plat is consistent with the preliminary plat that was approved for the entire area in 2005. The application is being heard under the 1985 Subdivision Regulations as the preliminary plat was approved under those regulations. This final plat was heard in both October 2007 and October 2014, however, those approvals have become void as the final plats were not filed within one (1) year of approval by the Council as required by code. During the Planning Commission hearing, questions were asked about the maintenance and ownership of the multiple lot retaining walls. Responses to these questions are provided in the retaining wall section of this report. Public improvements are required and plans have

been submitted to and approved by the City Engineer. Staff recommends approval.



Dates of Hearing:

Planning Commission – March 5, 2019

City Council – March 26, 2019

Owner: Kyle Copeland, Packing House Investments, LLC

Engineer: Crafton Tull & Associates. – Brad Reid, Engineer

Proposed Use: single family residential development

Size:

The area of request contains 18.027 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – SFD, Single Family Residential

North, South, East and West – SFD, Single Family Residential

Zoning Districts:

Area of Request – PUD – Planned Unit Development

North – R-6, Single Family Residential

South – PUD, Planned Unit Development

East – PUD, Planned Unit Development and Unincorporated land

West – PUD, Planned Unit Development (Existing Sections of TimberRidge Pointe)

Land Use:

Area of Request – vacant

North – single family residences

South – vacant

East – vacant

West- single family residences (under development)

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continues to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. April 2005 – PUD (PC-1577) and Preliminary Plat (PC-1580) were approved.
2. June 2005 – (PC-1589) Final Plat of TimberRidge Pointe Section 1 was approved.
3. August 2007 – (PC 1642) Final Plat of TimberRidge Pointe Section 2 was approved.
4. August 2007 – (PC-1643) A revised PUD of TimberRidge Pointe was approved.
5. October 2007 – (PC-1651, PC-1652 & PC-1653) Final Plats of TimberRidge Pointe Sections 3, 4 & 5 were approved.
6. June 2008 – (PC – 1672) Amended PUD of TimberRidge Pointe was approved.
7. March 2011 – (PC – 1734) Final Plat of TimberRidge Pointe Section 3 was approved.
8. October 2014 - (PC-1814) Final Plat of TimberRidge Pointe Section 4 was approved.
9. March 5, 2019 – Planning Commission recommended approval of this request.

Staff Comments:

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15. Fire hydrants shall be spaced no more than 500' apart. The minimum road width shall be 26'.

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application and its preliminary plat require the applicant to submit public improvement plans prior to final approval.

Improvement plans have been prepared by a registered professional engineer and have been submitted to staff. Staff has reviewed the plans and the proposed improvements comply with all applicable code requirements for development of the area of request and are currently under construction.

No building permits in the area of request will be issued until the construction of the public improvements is complete and record drawings are submitted to and accepted by the city.

Recapping the drainage plans submitted with this and previous applications, the area of request drains to a large common area located east of the proposed lots. This area is a natural drainage basin that includes an existing country farm pond that has significant capacity and is well suited to receive water from the subdivision. The applicant will install an outflow on the east side of the pond in case a significant event occurs and water does leave the pond. This currently occurs naturally. This installation on the east side of the pond will help reduce water outflow to below historic levels in the case of water leaving the site.

Retaining Walls and Current Construction

Significant retaining walls have been constructed over multiple lots so that the subdivision can meet city code grade requirements. Considerable dialogue has taken place between the developer and the Home Owner’s Association concerning the long term maintenance of these walls. They are private walls that the city will not maintain. As per City code, the retaining wall is located in a common area as it impacts multiple lots.

Several homeowners attended the Planning Commission hearing concerned about the long term care of the walls and the progress of the development. It was explained that multiple lot retaining walls are viewed as an amenity serving the entire home owner’s association, just the same as the fountains in the ponds and the neighborhood signage at the entrances to the subdivision. Long term maintenance is the HOA’s responsibility. Questions were also brought up concerning section of the subdivision being under construction but not complete. Questions were asked about things such as a wood rail fence installation, sodding, erosion repair, etc. that have not been completed. **Note: No building permits in this final plat will be issued until every item is completed.** The developer is scheduling a meeting to answer specific questions concerning these items and is providing a time table to the HOA regarding their completion.



Street Lighting

During the Planning Commission meeting, a question about lighting in the neighborhood was brought up. Staff has been in contact with OG&E to confirm that additional lighting is scheduled to be installed in the neighborhood. The PUD states that “the developer will install ornamental street light poles and signs. The same fixtures will be use throughout the subdivision to provide a uniform, common theme. The poles and signs will upscale the neighborhood. The Property Owner’s Association will provide for the difference in cost, if any, for maintenance of the upgraded fixtures to the City.”



The agreement between the City and OG&E concerning light installations is as follows. OG&E installs, at the city’s request, overhead lighting on plain wooden poles. If a subdivision wishes to install decorative poles, they may do so at their expense. They work out the details directly with OG&E. Once they are put in service, the monthly rate is the same as a standard light. If the light bulb goes out, OG&E replaces it at no cost to the City. If the pole gets damaged and needs to be replaced, the expense is once again the responsibility of the private entity. If no one pays that expense, the city may install a light on a wood pole in its place, once again, at no cost.

Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Planning Comments:

As noted in the history, the request under consideration was originally approved in October 2007 and October 2014, but was never filed at the Oklahoma County Courthouse and therefore, the previously approved final plats of TimberRidge Pointe Section 4 have become null and void.

This Final Plat of TimberRidge Pointe Section 4 is associated with an approved Planned Unit Development and proposes the creation of 50 single family residential lots. The density of this section calculates to 2.77 dwelling units per acre.

Access to the site will be from Timber Ridge Blvd., an existing public street.

As per the PUD, this site will be governed by the Single Family Detached Residential district. Regarding lot sizes, the PUD includes the chart below. Staff has reviewed Sections 1-3 and Section 4 as presented and found that there are currently approximately 42% of lots in the 65-70 ft width range, 52% of lots in the 71-80 ft width range and 6% of lots in the 90-110 ft width range. Staff emailed the applicant on February 11, 2019 to remind them of the required lot widths.

The applicant stated that he and the owner are aware of this requirement and plan to incorporate more lots in the largest range in the southern portion of the subdivision under future final plats.

Approximate Lot Widths			
	65-70 ft	75-80 ft	90-110 ft
Mix	35%	45%	20%
Home Size	1,600 sq ft +	1,900 sq ft +	2,400 sq ft +

All streets will be public roadways once completed and accepted by the city. A 20 ft front building line was approved per the PUD.

During the Planning Commission meeting, a resident asked about the lot sizes and the house sizes. Staff has reviewed the most recent amended PUD, approved in June of 2008, which shows that Section 4 should have 65' wide lots and house sizes no smaller than 1,600 square feet. Staff has reviewed the lot sizes and found that the lot sizes comply with the approved PUD. As building permit applications are received, staff will ensure that the minimum house size of 1,600 square feet is met for each new single family home.

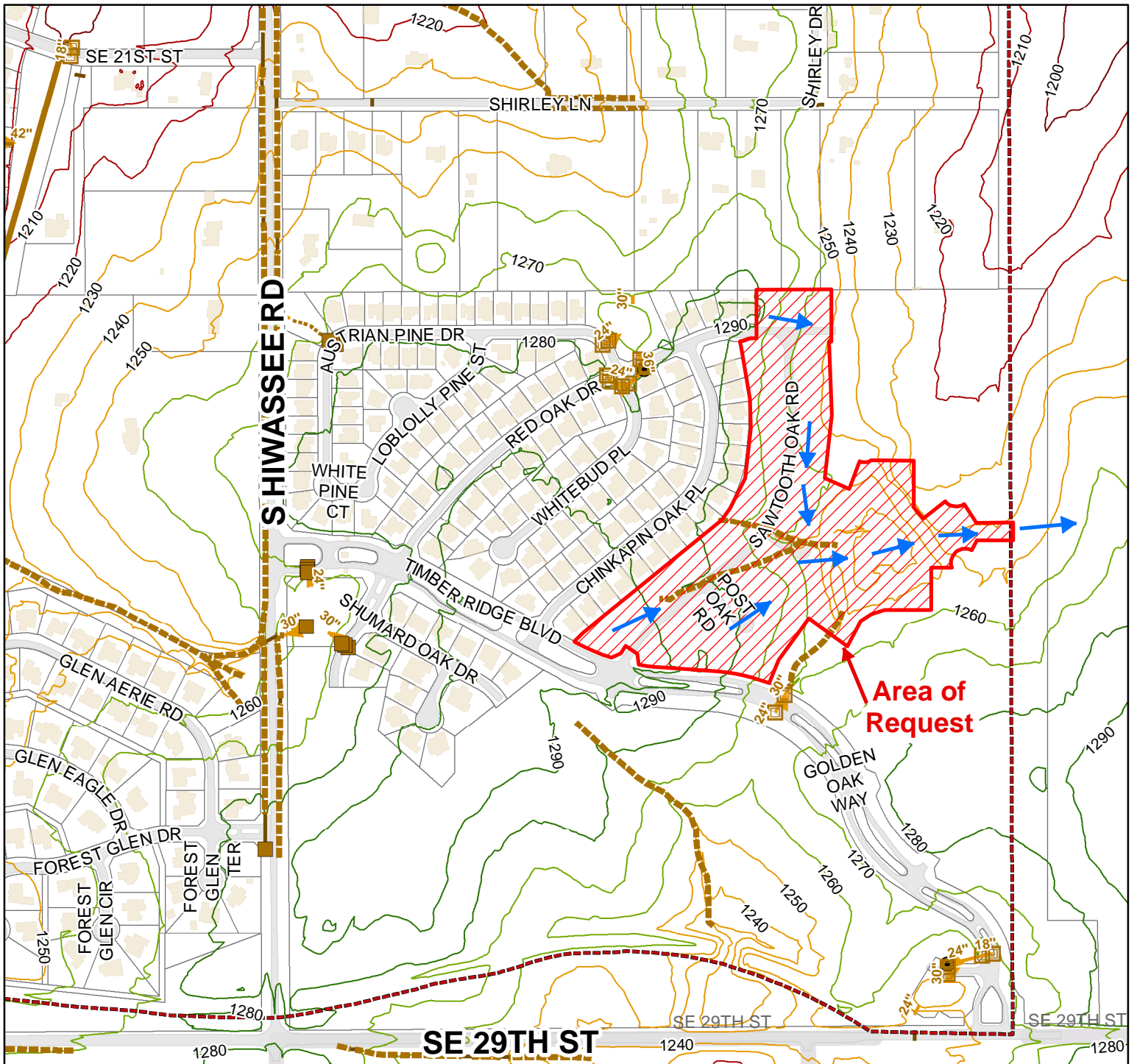
As evident from the portions of this development that has been completed, the owner / developer have and are continuing to create an attractive and quality housing subdivision. Also, the Final Plat, as proposed, is compatible with the previously approved preliminary plat and Planned Unit Development.

Staff recommends approval of the Final Plat of TimberRidge Pointe Section 4, subject to staff's comments and recommendations as noted within this report.

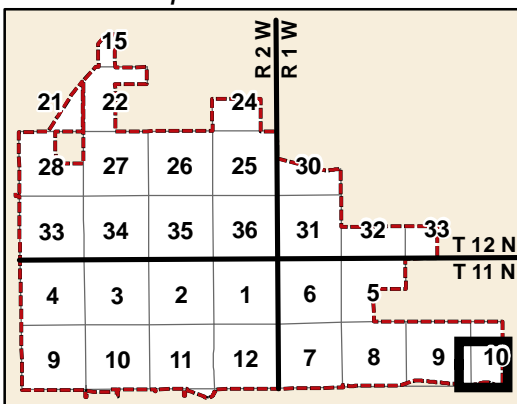
Action Required: Approve or reject the Final Plat for TimberRidge Pointe Section 4, on the property as noted herein, subject to the staff comments and recommendations and found in the March 26, 2019 agenda packet and made a part of PC- 1985 file.



Billy Harless, AICP
Community Development Director
KG



Locator Map



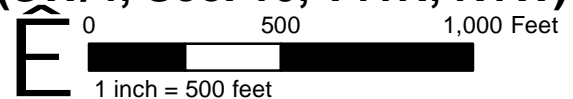
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

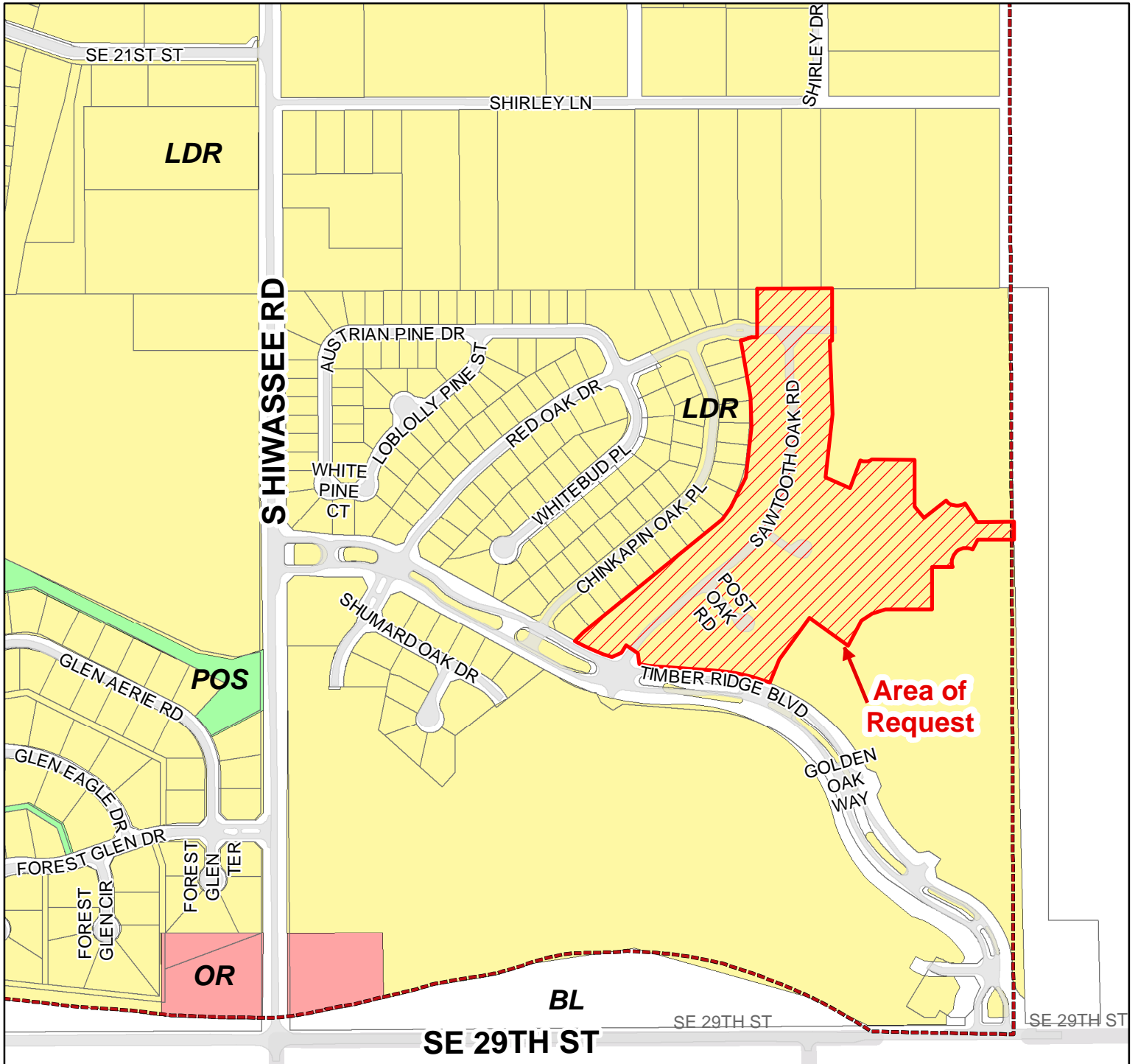
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

**DRAINAGE
LOCATION MAP FOR
PC-1985**

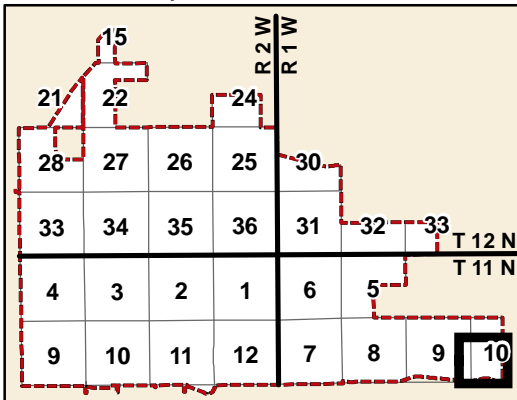
(SW/4, Sec. 10, T11N, R1W)



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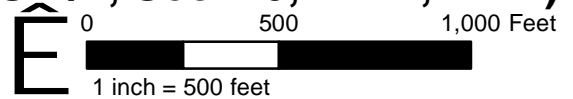
Locator Map



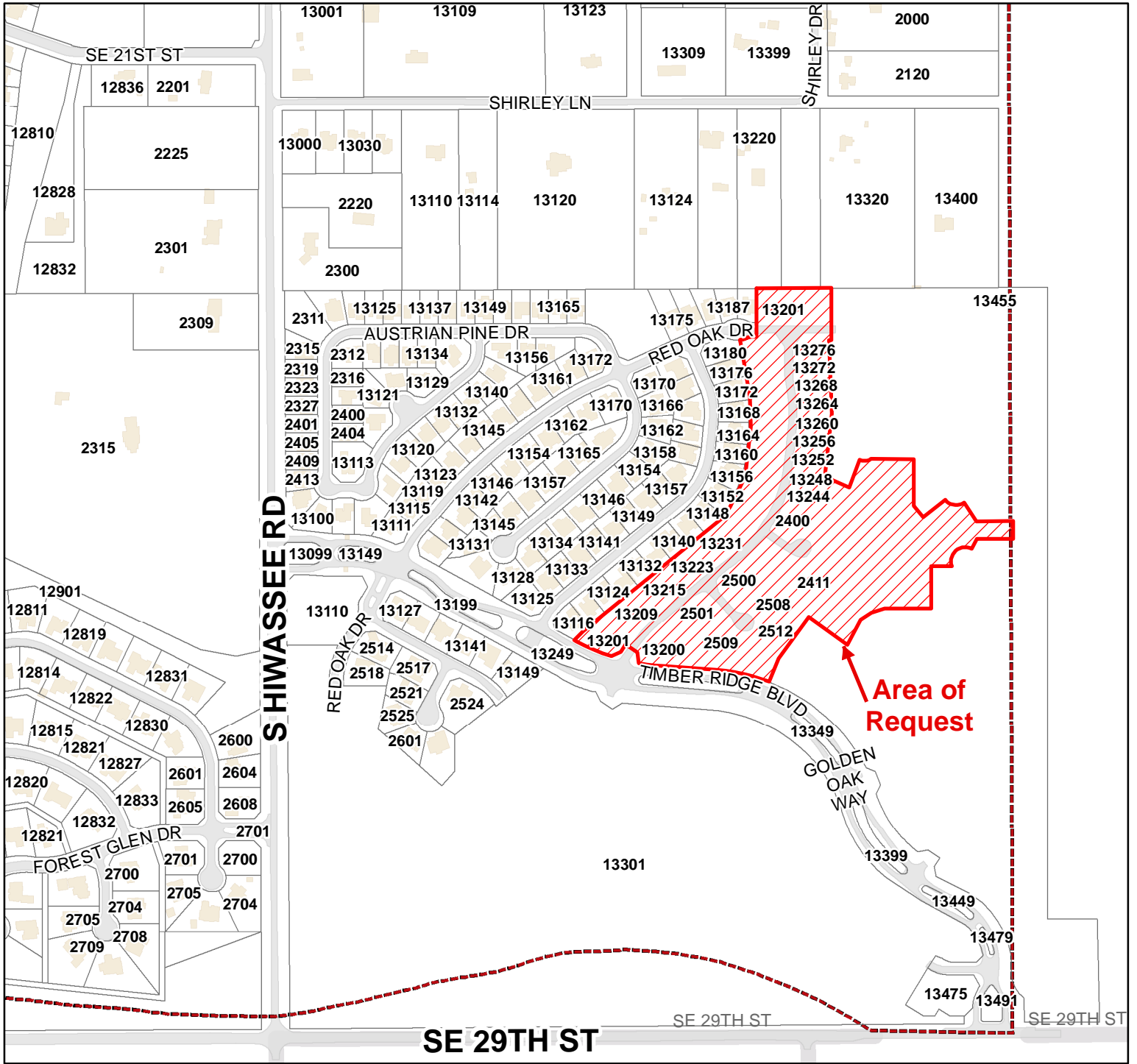
Future Land Use Legend

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

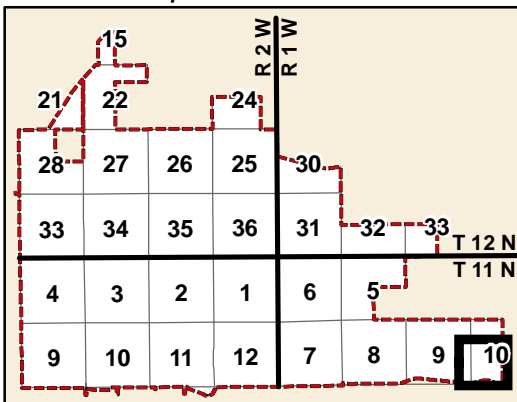
**FUTURE LAND USE
MAP FOR
PC-1985
(SW/4, Sec. 10, T11N, R1W)**








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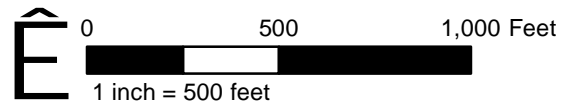
Locator Map



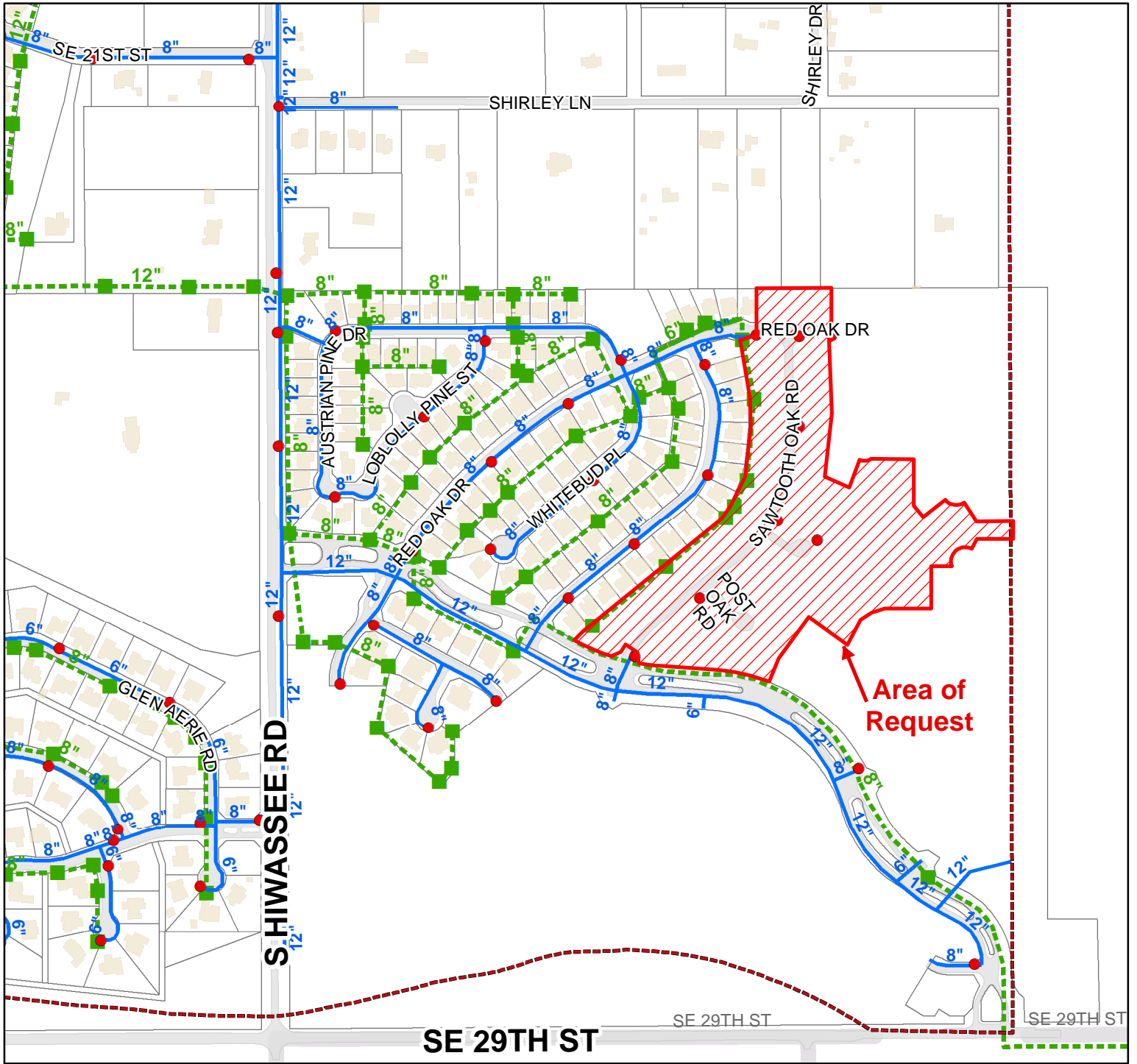
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

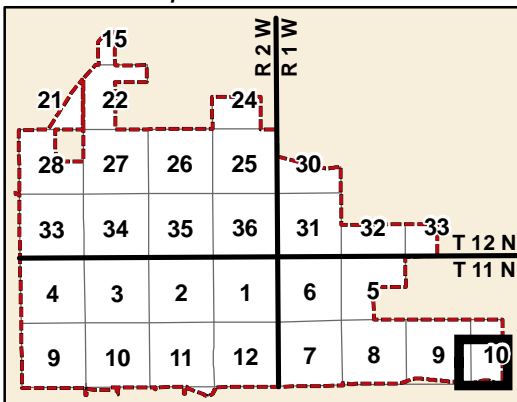
**GENERAL MAP FOR
PC-1985
(SW/4, Sec. 10, T11N, R1W)**



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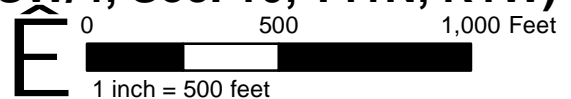
Locator Map



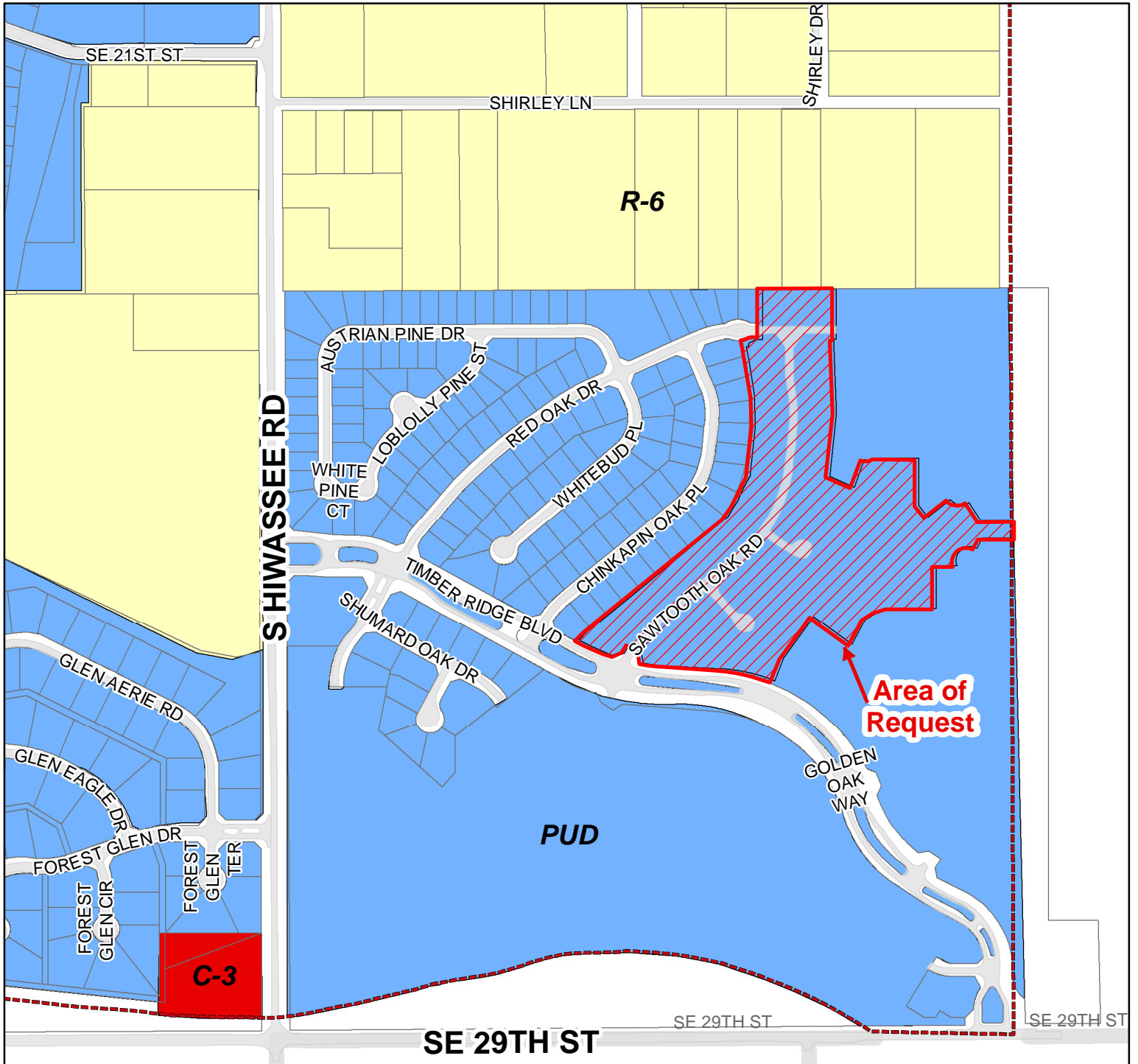
Water/Sewer Legend

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

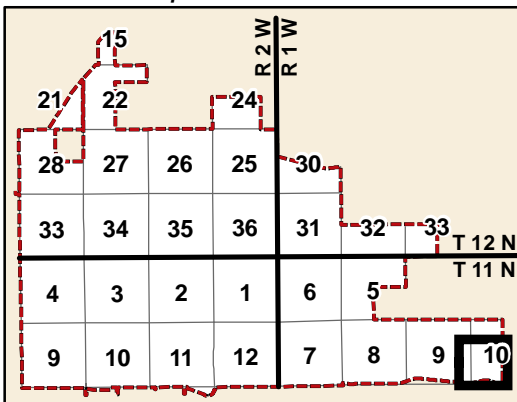
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1985
(SW/4, Sec. 10, T11N, R1W)**



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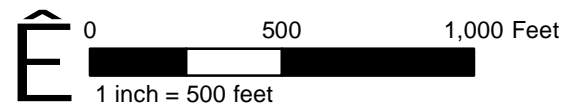
Locator Map



Current Zoning Legend

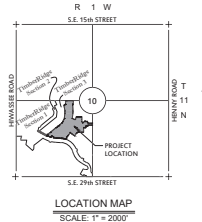
A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

ZONING MAP FOR PC-1985 (SW/4, Sec. 10, T11N, R1W)



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FINAL PLAT
OF
TIMBERRIDGE POINTE
SECTION 4
PART OF THE SW/4 OF SECTION 10, T11N, R1W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

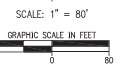


CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	
C1	42.57	50.00	49°32'32"	N89°37'34"E	41.25	
C2	74.00	50.00	80°01'07"	S89°55'17"E	87.57	
C3	130.37	50.00	139°09'07"	S49°55'37"W	134.87	
C4	192.27	50.00	197°32'38"	N77°15'34"W	194.25	
C5	80.37	723.37	87°50'32"	N87°31'10"W	80.37	
C6	134.74	723.37	107°40'24"	N69°45'40"W	134.55	
C7	7.46	72.00	59°02'02"	N87°04'48"E	7.45	
C8	22.57	57.00	22°44'41"	N79°53'40"E	21.99	
C9	15.70	33.00	27°45'36"	N76°24'48"E	15.56	
C10	140.43	500.00	16°52'32"	N42°51'48"E	138.97	
C11	115.88	475.00	17°58'40"	N41°48'33"E	115.50	
C12	30.77	25.00	70°31'44"	N74°17'17"W	28.87	
C13	218.65	50.00	202°51'44"	N57°38'43"E	81.85	
C14	87.87	50.00	173°37'30"	N46°08'38"E	87.85	
C15	30.14	50.00	87°34'46"	N57°15'47"W	30.11	
C16	43.67	50.00	47°45'37"	S57°17'27"E	43.66	
C18	24.81	475.00	37°01'15"	N69°31'47"W	24.80	
C19	31.72	25.00	72°47'04"	S89°37'47"W	29.84	
C20	218.37	50.00	202°51'57"	N57°38'47"W	81.85	
C21	388.37	500.00	47°25'47"	N59°31'17"E	378.95	
C22	84.54	50.00	71°45'47"	N59°15'30"E	84.50	
C24	148.67	500.00	16°52'37"	N42°51'48"E	148.12	
C25	65.97	45.00	89°17'17"	N47°06'47"W	65.95	
C27	88.37	500.00	10°57'30"	N57°01'18"W	88.95	
C28	43.37	475.00	91°32'37"	N7°34'38"W	43.37	

- NOTES:**
- THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
 - CENTERLINE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC NAIL WITH WASHER STAMPED "CTA CA973" FOR ALL PAVING
3/8" IRON ROD WITH A PLASTIC CAP STAMPED "CTA CA973"
 - MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN.

LEGEND	
BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
L.N.A.	LIMITS OF NO ACCESS
(NR)	NONRADIAL LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
RW/E	RETAINING WALL EASEMENT (PRIVATE)

FINAL PLAT TO SERVE TIMBERRIDGE POINTE SECTION 4	
 Crafton Tull architecture engineering surveying 405 780 2270 405 780 2274 www.craftontull.com	SHEET No. 2 of 2 DATE: 03/06/19 PROJECT No. 16614200



SCALE: 1" = 80'
BASIS OF BEARING = WEST LINE OF THE SW/4 OF SECTION 10, T11N, R1W, I.M. (N03°40'20"W)

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	37.87	N07°30'58"W
L2	50.87	N65°16'57"W
L3	35.67	S32°48'58"W
L4	31.81	S89°21'30"W
L5	2.63	S89°57'43"E
L6	15.63	N03°21'27"W
L7	13.70	S89°57'43"E
L8	35.36	S84°05'35"E
L9	25.07	S29°54'30"W
L10	35.36	N09°54'30"E
L11	35.47	N89°14'37"E
L12	38.83	N07°51'50"W
L13	30.37	N69°37'30"W
L14	25.07	S29°38'24"W
L15	34.07	N07°54'30"W
L16	35.36	N69°07'17"E
L17	35.36	S44°57'43"E
L18	43.67	S07°47'47"E

NW CORNER OF SW/4 OF SECTION 10, T11N, R1W, I.M.

POINT OF COMMENCEMENT
SW CORNER OF SW/4 OF SECTION 10, T11N, R1W, I.M.



TYPICAL BLOCK CORNER

2018 OKLAHOMA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 2018 OKLAHOMA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 2018 OKLAHOMA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

TO: Mayor and City Council

FROM: Heather Poole, City Attorney

Date: March 26, 2019

Subject: Discussion and consideration of approving a resolution defining the process and timeframe by which the Council shall select the most qualified person to fill the impending vacancy in the office of the City Manager.

On March 5, 2019, Guy Henson notified the Council of his intention to resign as City Manager of the City of Midwest City. On March 12, 2019, the Council accepted Mr. Henson's resignation agreement with the effective date of June 12, 2019. Pursuant to the terms of Article III, Section 1 of the City of Midwest City Charter, it is the obligation of the Council to select a City Manager for an indefinite term by a vote of a majority of all its members. It shall choose the manager based solely on the basis of his executive and administrative qualifications.

The deadline for submission of applications, resumes and cover letters is April 9, 2019.

The attached Resolution outlines the time frame and process the Council will follow to fill the impending vacancy in the office of the City Manager.

Respectfully,

Heather Poole, Esq., City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : March 26, 2019

SUBJECT : Discussion and consideration of 1) reappointing Gary Perkins and Dale Milburn to the Plumbing, Gas, and Mechanical Board for additional 3-year terms, and 2) appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board.

The terms of Gary Perkins, Dale Milburn, and Travis Jernigan expire 4.9.19. Mr. Perkins and Mr. Milburn wish to be considered for additional 3-year terms. Travis Jernigan does not.

In accordance with Sec. 9-190 of the Municipal Code, the Plumbing, Gas and Mechanical Board shall consist of six (6) members of the plumbing, gas and mechanical trade. The board members shall be appointed by the City Council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner removed for cause.

The Plumbing, Gas and Mechanical Board meets on call. Members of the Board serve 3-year terms and are as follows:

Steve Foster – Gas (expires 11.9.21)
Dale Milburn – Plumbing (expires 4.9.19)
Travis Jernigan – Mechanical (expires 4.9.19)
Steve Franks – Mechanical (expires 2.9.21)
Jerry White – Mechanical (expires 2.9.21)
Gary Perkins – Plumbing (expires 4.9.19)

Action is at the discretion of the Council.

Billy Harless
Community Development Director

BH:lkb



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : March 26, 2019

SUBJECT : Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission. (Continued from March 12, 2019 meeting.)

In accordance with Section 2-94 of the Municipal Code, the members shall be appointed by the Mayor with the concurrence of the City Council.

The Traffic and Safety Commission meets the third Thursday of each month. Members of the Commission serve 2-year terms and are as follows:

Nancy Rice (appointment expires 6/09/20)
Cy Valanejad (appointment expires 9/20/20)
Nick Timme (appointment expires 3/12/21)
Cindy Bullen (appointment expires 6/09/20)
Ed Schratwieser (appointment expires 11/09/20)
Vacant
Vacant

Action is at the discretion of the Council.

Billy Harless
Community Development Director

BH:lkb



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : March 26, 2019

SUBJECT : Discussion and consideration of appointing a replacement for Tom Jordan on the Builders' Advisory Board. (Continued from March 12, 2019 meeting.)

In accordance with Sec. 9-17 of the Municipal Code, the Builders Advisory Board shall consist of seven (7) members to be appointed by the mayor and approved by the city council. The members of the board shall be chosen from the residents of the city at large with reference to their fitness for such office. Ownership, operation or involvement in the building, construction or development business within the city shall also qualify one to serve on the board.

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

Jim Campbell (expires 4-13-21)
Allen Clark (expires 1-12-21)
Mike Castleberry (expires 5-26-20)
Jim McWhirter (expires 3-12-22)
Todd Isaac (expires 5-26-20)
Charlie Hartley (expires 1-12-21)

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director

BH:lkb



Joanne Horn, City Prosecutor
100 N. Midwest Boulevard
Midwest City, OK 73110
JHorn@MidwestCityOK.org
Office: 405.739.1284 / Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

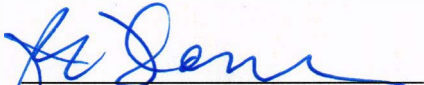
FROM: Joanne Horn, City Prosecutor

DATE: March 26, 2019

SUBJECT: Discussion and consideration of passing an ordinance amending the Midwest City Municipal Code to increase penalties, in Chapter 1, Section 1-15, Specific penalty for violations of Code, stemming from repeated violations to Chapter 24, Section 24-203, Residential parking restrictions, and Chapter 27, Section 27-2, Declared unlawful; penalties, Section 27-28, Accumulation of rubbish declared a nuisance; penalty, Section 27-44, Dumping refuse on property of another, and deleting Section 27-13, Administrative expenses, and deleting Section 27-62, Penalties; and providing for repealer, and severability, and declaring an emergency.

The proposed amendment permits the Neighborhood Services Department to assess increasing penalties for repeat violations within the calendar year, from January 1 to December 31. The assessment would apply to Chapter 24, soft surface parking, and all of Chapter 27, Nuisances.

Staff recommends approval.


Joanne Horn, City Prosecutor

1		<u>January 1 to December 31</u>	<u>500.00</u>	<u>30 days</u>
2	27	<u>All Nuisances</u>		
3		<u>First Violation</u>	<u>100.00</u>	<u>15 days</u>
4		<u>Second Violation within the</u>		
5		<u>Calendar year, January 1 to</u>		
6		<u>December 31</u>	<u>300.00</u>	<u>15 days</u>
7		<u>Third and Subsequent Violations</u>		
8		<u>within the Calendar year,</u>		
9		<u>January 1 to December 31</u>	<u>500.00</u>	<u>30 days</u>
10	28	28-8	800.00	60 days
11		28-9	800.00	60 days
12		28-25	100.00	30 days
13		28-40	300.00	30 days
14		28-41	750.00	60 days
15		28-43	600.00	60 days
16		28-54	300.00	30 days
17		28-57	600.00	60 days
18		28-57.1	600.00	60 days
19		28-58	450.00	30 days
20		28-60	450.00	30 days
21		28-61	450.00	30 days
22		28-62	450.00	30 days
23		28-75	600.00	60 days
24		28-86	750.00	60 days
25		28-86.1	750.00	60 days
26		28-90	750.00	60 days
27		28-90.1	600.00	60 days
28		28-104	750.00	60 days
29		28-122	500.00	30 days
30		28-123	500.00	30 days
31		28-124	750.00	60 days
32		28-125	300.00	30 days
33		28-127	500.00	60 days
34		28-128	800.00	60 days
35		28-133 (a)	800.00	60 days
36		28-133 (b)(3)		
37		First and Second Offenses	100.00	
38		Third and Subsequent Offenses	400.00	
39		28-133 (b)(4)		
40		First and Second Offenses	100.00	10 days
41		Third and Subsequent Offenses	800.00	60 days
42				

43 **SECTION 2.** That the Midwest City Municipal Code, Section 24-203, Residential parking
44 restrictions is hereby amended to read as follows:
45

1 **Sec. 24-203. - Residential parking restrictions.**

2 (a) All vehicles, including those defined in section 24-210, i.e. commercial vehicles,
3 recreational vehicles, manufactured homes, and implements of husbandry, which are parked
4 between the dwelling and the right-of-way, shall be parked in accordance with the following
5 provisions:

6 (1) On lots, tracts or parcels of land containing less than one (1) acre in net area, all
7 vehicles shall be parked upon an improved driveway or parallel to, and within ten (10)
8 feet horizontal distance of, the improved driveway. Only one (1) side of the area
9 parallel to, and within ten (10) feet horizontal distance of the improved driveway can
10 be used as an additional parking area, provided such additional parking area is an
11 allowable unimproved parking surface or improved driveway. The parking area within
12 ten (10) feet horizontal distance of the improved driveway shall be located on the side
13 nearest to the front door of the dwelling on the property.

14 (2) In cases where there is no improved driveway on lots, tracts or parcels of land
15 containing less than one (1) acre in net area, all vehicles shall be parked upon an
16 allowable unimproved parking surface in a location where the driveway is implied by
17 the curb cut, approach or evidence of usage, as determined by the city manager, and/or
18 parallel to and within ten (10) feet horizontal distance of the implied driveway. Only
19 one (1) side of the area parallel to, and within ten (10) feet horizontal distance of the
20 implied driveway can be used as an additional parking area, provided such additional
21 parking area is an allowable unimproved parking surface or improved driveway. The
22 parking area within ten (10) feet horizontal distance of the improved driveway shall be
23 located on the side nearest to the front door of the dwelling on the property.

24 (3) On lots, tracts or parcels of land containing less than one (1) acre in net area, all
25 vehicles parked behind or beside the dwelling shall be parked only on an improved
26 area unless located behind a sightproof enclosure constructed in such a manner that
27 such vehicles cannot be seen from the adjacent street.

28 (b) It shall be unlawful and an offense for any person to park a vehicle in a manner contrary
29 to the provisions of this section or for any person occupying such property to allow any
30 person to park upon their property in violation of this section. A citation for a parking
31 violation under this section may, at the discretion of the officer, be issued to the property
32 owner, the property occupant, the owner of the vehicle or the operator of the vehicle parked in
33 violation of this section. Any person who violates this section shall, upon conviction thereof,
34 be guilty of an offense against the city and shall be punished by a fine ~~of one hundred dollars~~
35 ~~(\$100.00)~~as set out in section 1-15. Each day a vehicle is parked in violation of this section
36 shall constitute a separate offense, and the fines associated with the offense shall increase for
37 each subsequent violation that occur within the calendar year, January 1 to December 31, as
38 set out in section 1-15.

39 (c) Any previous waivers under this section are hereby revoked. Any allowable unimproved
40 parking surface may be subject to inspection by an officer for section 24-200 and other
41 provisions of this section at any time, and the officer shall be allowed upon the subject
42 property for the purpose of conducting such inspection without permission from the property
43 owner. In the event the allowable unimproved parking surface shall be deemed noncompliant
44 or has failed, become disrupted or is unable to provided stabilization to the underlying soil as
45 determined by an officer, such additional parking area shall no longer be allowed to be used

1 as an additional parking area, subject to the penalties as prescribed under section (b) of this
2 section.

3
4 **SECTION 3.** That the Midwest City Municipal Code, Section 27-2, is hereby amended to read
5 as follows:
6

7 **Sec. 27-2. - Declared unlawful; penalties.**

8 (a) It shall be unlawful for ~~any person~~ the owner or responsible party to create or maintain a
9 public nuisance within the city or to permit a public nuisance to remain on premises ~~under his~~
10 ~~control~~ within the city.

11 (b) The punishment for ~~a every~~ violation of this chapter shall be as set out in section 1-15 of
12 this Code, a minimum of one hundred dollars (\$100.00) or fifteen (15) days imprisonment or
13 both such fine and imprisonment and shall not exceed two hundred dollars (\$200.00) or thirty
14 (30) days imprisonment or both such fine and imprisonment. Each day a violation of this
15 chapter shall continue shall constitute a separate offense of this chapter, and the fines
16 associated with the offense shall increase for each subsequent violation that occurs within the
17 calendar year, January 1 to December 31, as set out in section 1-15.

18 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property
19 an administrative fine of \$200.00 for each abatement contract for the property.
20

21 **SECTION 4.** That the Midwest City Municipal Code, Section 27-28, is hereby amended to read
22 as follows:
23

24 **Sec. 27-28. - Accumulation of rubbish declared a nuisance; penalty.**

25 (a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It
26 shall thus be unlawful to allow rubbish to remain upon the premises of any private property,
27 except for the following circumstances:

28 (1) Tree limbs or other approved combustible materials piled, stacked and ready for
29 burning and located in a designated area approved for burning by the fire department,
30 after having obtained a city burn permit and awaiting approval from the city to burn said
31 approved materials for a time period not to exceed three (3) months, regardless of the
32 duration of the burn permit, unless an extension has been granted in writing and prior to
33 the expiration of three (3) months from the date the burn pile has been inspected and the
34 permit issued;

35 (2) Rubbish which has been scheduled for pickup by the city or a third party contractor
36 operating within the city;

37 (3) Tree limbs or other vegetative debris which has been gathered and stacked by the
38 curblineline of the property after a naturally occurring disaster or due to inclement weather
39 conditions which affect a significant area of the city and for which the city has
40 established a scheduled pickup for such debris.

41 (b) Debris from storm damage must be cleared from improved and maintained wooded areas
42 where cultivated vegetation or lawn grasses are located within sixty (60) days from the date of
43 the storm causing the damage, unless an extension of the time is granted by the city for good
44 cause demonstrated by the owner or responsible party of the property.

1 (c) Private property in excess of one (1) acre, including unimproved wooded areas, shall be
2 maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along
3 property lines adjacent to neighboring improved property.

4 (d) A ten-day notice shall be given to the owner or responsible party of any property deemed in
5 violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after
6 which the city may abate the nuisance by removing such rubbish with the cost of such removal to
7 be assessed to the owner or responsible party of the property. The notice shall state that any
8 accumulations of trash or weeds on the owner's property occurring within six (6) months after
9 the removal of trash or weeds on the property pursuant to such notice may be summarily abated
10 by the municipal governing body; that the costs of such abatement shall be assessed against the
11 owner; and that a lien may be imposed on the property to secure such payment, all without
12 further prior notice to the property owner. Any chains, locks or other similar devices used to
13 secure any portion of the property where such violation exists shall be removed by the owner
14 and/or responsible party or, such devices will be removed by the city or their representative
15 without liability to the city or it's representative by the owner and/or responsible party. After
16 abatement, the city clerk shall send a statement of the cost of such abatement, including the city's
17 administrative expenses, to the owner of the property. Until paid, such cost shall constitute a debt
18 to the city collectible in any manner as provided under local or state laws, including the filing of
19 a lien, or other available debt collection remedies.

20 (e) In addition to abatement by removal as indicated in subsection (d) of this section, the owner
21 or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance
22 upon the premises, may be fined ~~as set out in section 1-15, in an amount not to exceed two~~
23 ~~hundred dollars (\$200.00), plus court costs, or imprisoned for not to exceed fifteen (15) days, or~~
24 ~~be subject to both such fine and imprisonment.~~

25
26 **SECTION 5.** That the Midwest City Municipal Code, Section 27-44, is hereby amended to read
27 as follows:

28
29 • **Sec. 27-44. - Dumping refuse on property of another.**

30 • (a) It shall be unlawful for any person to dump, deposit, throw, dispose or in any manner leave
31 trash or hazardous waste on any property without permission of the owner of such property,
32 except dumping grounds approved by the city.

33 (b) In the event the trash and/or hazardous waste disposed of in violation of this section
34 contain three (3) or more items bearing a common address, the occupant of that address will
35 be presumed to have unlawfully disposed of the trash and/or hazardous waste. Acceptable
36 evidence of the commission of the offense and the identity of the offender and/or responsible
37 party may be supplied by eyewitness testimony, video, photographic or other reliable tangible
38 evidence that is not hearsay.

39 (c) Any person convicted of violating subsection (a) of this section shall be punished by a fine
40 ~~as set out in section 1-15, of two hundred dollars (\$200.00) and restitution, plus costs, or by~~
41 ~~imprisonment for not more than thirty (30) days,~~ or by any combination of ~~such~~ fine,
42 restitution, ~~plus~~ costs, and imprisonment.

43 (d) As part of a suspended sentence or negotiated plea, with the property owner's permission,
44 the court may order the person convicted of an offense under this section to abate the trash or
45 hazardous waste or order the person convicted to reimburse the property owner for any and
46 all actual and reasonable costs of removing the trash or hazardous waste from his property.

1 **Section 6.** That the following Sections of the Midwest City Municipal Code, 27-13 and 27-62,
2 are deleted as duplicative of the amended Section 27-2.

3
4 • **Sec. 27-13. --Administrative expenses.**

5 ~~In addition to the cost of abatement of the nuisance, there shall be assessed and the owner~~
6 ~~of the property shall pay to the city two hundred dollars (\$200.00) in administrative expenses~~
7 ~~per nuisance.~~

8
9 **Sec. 27-62. --Penalties.**

10 ~~Any person convicted of violating any section of this article, in addition to abatement, may be~~
11 ~~fined an amount up to two hundred dollars (\$200.00), plus court costs. Each day that a violation~~
12 ~~continues after the first violation shall be deemed a separate offense.~~

13
14
15 **Section 7. REPEALER.** All ordinances or parts of ordinances in conflict herewith, including
16 Chapter 27, Article I, Section 27-13, Administrative Expenses, and Chapter 27, Article IV,
17 Section 27-62, Penalties, are hereby repealed:
18

19 **Section 8. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
20 any reason held to be invalid, such decision shall not affect the validity of the remaining
21 provisions of the ordinance.

22
23 THE CITY OF MIDWEST CITY, OKLAHOMA

24
25
26
27 _____
28 MATTHEW D. DUKES, II, Mayor

29 ATTEST:

30 _____
31 SARA HANCOCK, City Clerk

32
33 Approved as to form and legality this _____ day of March, 2019.

34
35
36 _____
37 HEATHER POOLE, City Attorney

38
39 **SECTION 9. EMERGENCY.** The City Council declares this ordinance to be an emergency, it
40 being immediately necessary for the preservation of the peace, health and safety of the City of
41 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full
42 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall
43 take effect and be in full force from and after its passage as provided by law.

44
45 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the
46 City of Midwest City,

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Oklahoma, this _____ day of March, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of March, 2019.

HEATHER POOLE, City Attorney

1		January 1 to December 31	500.00	30 days
2	27	All Nuisances		
3		First Violation	100.00	15 days
4		Second Violation within the		
5		Calendar year, January 1 to		
6		December 31	300.00	15 days
7		Third and Subsequent Violations		
8		within the Calendar year,		
9		January 1 to December 31	500.00	30 days
10	28	28-8	800.00	60 days
11		28-9	800.00	60 days
12		28-25	100.00	30 days
13		28-40	300.00	30 days
14		28-41	750.00	60 days
15		28-43	600.00	60 days
16		28-54	300.00	30 days
17		28-57	600.00	60 days
18		28-57.1	600.00	60 days
19		28-58	450.00	30 days
20		28-60	450.00	30 days
21		28-61	450.00	30 days
22		28-62	450.00	30 days
23		28-75	600.00	60 days
24		28-86	750.00	60 days
25		28-86.1	750.00	60 days
26		28-90	750.00	60 days
27		28-90.1	600.00	60 days
28		28-104	750.00	60 days
29		28-122	500.00	30 days
30		28-123	500.00	30 days
31		28-124	750.00	60 days
32		28-125	300.00	30 days
33		28-127	500.00	60 days
34		28-128	800.00	60 days
35		28-133 (a)	800.00	60 days
36		28-133 (b)(3)		
37		First and Second Offenses	100.00	
38		Third and Subsequent Offenses	400.00	
39		28-133 (b)(4)		
40		First and Second Offenses	100.00	10 days
41		Third and Subsequent Offenses	800.00	60 days
42				

43 **SECTION 2.** That the Midwest City Municipal Code, Section 24-203, Residential parking
44 restrictions is hereby amended to read as follows:
45

1 **Sec. 24-203. - Residential parking restrictions.**

2 (a) All vehicles, including those defined in section 24-210, i.e. commercial vehicles,
3 recreational vehicles, manufactured homes, and implements of husbandry, which are parked
4 between the dwelling and the right-of-way, shall be parked in accordance with the following
5 provisions:

6 (1) On lots, tracts or parcels of land containing less than one (1) acre in net area, all
7 vehicles shall be parked upon an improved driveway or parallel to, and within ten (10)
8 feet horizontal distance of, the improved driveway. Only one (1) side of the area
9 parallel to, and within ten (10) feet horizontal distance of the improved driveway can
10 be used as an additional parking area, provided such additional parking area is an
11 allowable unimproved parking surface or improved driveway. The parking area within
12 ten (10) feet horizontal distance of the improved driveway shall be located on the side
13 nearest to the front door of the dwelling on the property.

14 (2) In cases where there is no improved driveway on lots, tracts or parcels of land
15 containing less than one (1) acre in net area, all vehicles shall be parked upon an
16 allowable unimproved parking surface in a location where the driveway is implied by
17 the curb cut, approach or evidence of usage, as determined by the city manager, and/or
18 parallel to and within ten (10) feet horizontal distance of the implied driveway. Only
19 one (1) side of the area parallel to, and within ten (10) feet horizontal distance of the
20 implied driveway can be used as an additional parking area, provided such additional
21 parking area is an allowable unimproved parking surface or improved driveway. The
22 parking area within ten (10) feet horizontal distance of the improved driveway shall be
23 located on the side nearest to the front door of the dwelling on the property.

24 (3) On lots, tracts or parcels of land containing less than one (1) acre in net area, all
25 vehicles parked behind or beside the dwelling shall be parked only on an improved
26 area unless located behind a sightproof enclosure constructed in such a manner that
27 such vehicles cannot be seen from the adjacent street.

28 (b) It shall be unlawful and an offense for any person to park a vehicle in a manner contrary
29 to the provisions of this section or for any person occupying such property to allow any
30 person to park upon their property in violation of this section. A citation for a parking
31 violation under this section may, at the discretion of the officer, be issued to the property
32 owner, the property occupant, the owner of the vehicle or the operator of the vehicle parked in
33 violation of this section. Any person who violates this section shall, upon conviction thereof,
34 be guilty of an offense against the city and shall be punished by a fine as set out in section 1-
35 15. Each day a vehicle is parked in violation of this section shall constitute a separate offense,
36 and the fines associated with the offense shall increase for each subsequent violation that
37 occur within the calendar year, January 1 to December 31, as set out in section 1-15.

38 (c) Any previous waivers under this section are hereby revoked. Any allowable unimproved
39 parking surface may be subject to inspection by an officer for section 24-200 and other
40 provisions of this section at any time, and the officer shall be allowed upon the subject
41 property for the purpose of conducting such inspection without permission from the property
42 owner. In the event the allowable unimproved parking surface shall be deemed noncompliant
43 or has failed, become disrupted or is unable to provided stabilization to the underlying soil as
44 determined by an officer, such additional parking area shall no longer be allowed to be used
45 as an additional parking area, subject to the penalties as prescribed under section (b) of this
46 section.

1
2 **SECTION 3.** That the Midwest City Municipal Code, Section 27-2, is hereby amended to read
3 as follows:
4

5 **Sec. 27-2. - Declared unlawful; penalties.**

6 (a) It shall be unlawful for the owner or responsible party to create or maintain a public
7 nuisance within the city or to permit a public nuisance to remain on premises within the city.

8 (b) The punishment for every violation of this chapter shall be as set out in section 1-15 of
9 this Code. Each day a violation of this chapter continues shall constitute a separate offense of
10 this chapter, and the fines associated with the offense shall increase for each subsequent
11 violation that occurs within the calendar year, January 1 to December 31, as set out in section 1-
12 15.

13 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property
14 an administrative fine of \$200.00 for each abatement contract for the property.
15

16 **SECTION 4.** That the Midwest City Municipal Code, Section 27-28, is hereby amended to read
17 as follows:
18

19 **Sec. 27-28. - Accumulation of rubbish declared a nuisance; penalty.**

20 (a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It
21 shall thus be unlawful to allow rubbish to remain upon the premises of any private property,
22 except for the following circumstances:

23 (1) Tree limbs or other approved combustible materials piled, stacked and ready for
24 burning and located in a designated area approved for burning by the fire department,
25 after having obtained a city burn permit and awaiting approval from the city to burn said
26 approved materials for a time period not to exceed three (3) months, regardless of the
27 duration of the burn permit, unless an extension has been granted in writing and prior to
28 the expiration of three (3) months from the date the burn pile has been inspected and the
29 permit issued;

30 (2) Rubbish which has been scheduled for pickup by the city or a third party contractor
31 operating within the city;

32 (3) Tree limbs or other vegetative debris which has been gathered and stacked by the
33 curblines of the property after a naturally occurring disaster or due to inclement weather
34 conditions which affect a significant area of the city and for which the city has
35 established a scheduled pickup for such debris.

36 (b) Debris from storm damage must be cleared from improved and maintained wooded areas
37 where cultivated vegetation or lawn grasses are located within sixty (60) days from the date of
38 the storm causing the damage, unless an extension of the time is granted by the city for good
39 cause demonstrated by the owner or responsible party of the property.

40 (c) Private property in excess of one (1) acre, including unimproved wooded areas, shall be
41 maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along
42 property lines adjacent to neighboring improved property.

43 (d) A ten-day notice shall be given to the owner or responsible party of any property deemed in
44 violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after
45 which the city may abate the nuisance by removing such rubbish with the cost of such removal to
46 be assessed to the owner or responsible party of the property. The notice shall state that any

1 accumulations of trash or weeds on the owner's property occurring within six (6) months after
2 the removal of trash or weeds on the property pursuant to such notice may be summarily abated
3 by the municipal governing body; that the costs of such abatement shall be assessed against the
4 owner; and that a lien may be imposed on the property to secure such payment, all without
5 further prior notice to the property owner. Any chains, locks or other similar devices used to
6 secure any portion of the property where such violation exists shall be removed by the owner
7 and/or responsible party or, such devices will be removed by the city or their representative
8 without liability to the city or it's representative by the owner and/or responsible party. After
9 abatement, the city clerk shall send a statement of the cost of such abatement, including the city's
10 administrative expenses, to the owner of the property. Until paid, such cost shall constitute a debt
11 to the city collectible in any manner as provided under local or state laws, including the filing of
12 a lien, or other available debt collection remedies.

13 (e) In addition to abatement by removal as indicated in subsection (d) of this section, the owner
14 or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance
15 upon the premises, may be fined as set out in section 1-15.

16
17 **SECTION 5.** That the Midwest City Municipal Code, Section 27-44, is hereby amended to read
18 as follows:

19
20 • **Sec. 27-44. - Dumping refuse on property of another.**

21 • (a) It shall be unlawful for any person to dump, deposit, throw, dispose or in any manner leave
22 trash or hazardous waste on any property without permission of the owner of such property,
23 except dumping grounds approved by the city.

24 (b) In the event the trash and/or hazardous waste disposed of in violation of this section
25 contain three (3) or more items bearing a common address, the occupant of that address will
26 be presumed to have unlawfully disposed of the trash and/or hazardous waste. Acceptable
27 evidence of the commission of the offense and the identity of the offender and/or responsible
28 party may be supplied by eyewitness testimony, video, photographic or other reliable tangible
29 evidence that is not hearsay.

30 (c) Any person convicted of violating subsection (a) of this section shall be punished by a fine
31 as set out in section 1-15, or by any combination of fine, restitution, costs, and imprisonment.

32 (d) As part of a suspended sentence or negotiated plea, with the property owner's permission,
33 the court may order the person convicted of an offense under this section to abate the trash or
34 hazardous waste or order the person convicted to reimburse the property owner for any and
35 all actual and reasonable costs of removing the trash or hazardous waste from his property.

36
37 **Section 6.** That the following Sections of the Midwest City Municipal Code, 27-13 and 27-62,
38 are deleted as duplicative of the amended Section 27-2.

39
40 **Section 7. REPEALER.** All ordinances or parts of ordinances in conflict herewith, including
41 Chapter 27, Article I, Section 27-13, Administrative Expenses, and Chapter 27, Article IV,
42 Section 27-62, Penalties, are hereby repealed:
43

44 **Section 8. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
45 any reason held to be invalid, such decision shall not affect the validity of the remaining
46 provisions of the ordinance.

1
2 THE CITY OF MIDWEST CITY, OKLAHOMA
3

4
5
6 _____
7 MATTHEW D. DUKES, II, Mayor

8 ATTEST:
9

10 _____
11 SARA HANCOCK, City Clerk

12 Approved as to form and legality this _____ day of March, 2019.
13

14 _____
15 HEATHER POOLE, City Attorney
16

17
18 **SECTION 9. EMERGENCY.** The City Council declares this ordinance to be an emergency, it
19 being immediately necessary for the preservation of the peace, health and safety of the City of
20 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full
21 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall
22 take effect and be in full force from and after its passage as provided by law.
23

24 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the
25 City of Midwest City,
26

27 Oklahoma, this _____ day of March, 2019.
28

29 THE CITY OF MIDWEST CITY, OKLAHOMA
30

31
32 _____
33 MATTHEW D. DUKES, II, Mayor
34

35 ATTEST:
36

37
38 _____
39 SARA HANCOCK, City Clerk
40

41 Approved as to form and legality this _____ day of March, 2019.
42

43 _____
44 HEATHER POOLE, City Attorney
45



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2019 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2018 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

March 5, 2019 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 5, 2019 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil –Chairman
Dee Collins
Jess Huskey
Russell Smith
Dean Hinton
Jim Campbell
Jim Smith

Staff present: Billy Harless, Community Development Director
Kellie Gilles, Planning Manager
Patrick Menefee, City Engineer
Lora Gwartney, Associate Current Planner

The meeting was called to order by Chairman Greil at 7:00 p.m.

A. MINUTES:

1. Motion was made by Collins, seconded by Campbell, to approve the minutes of the January 2, 2019 Planning Commission meeting as presented. Voting aye: Collins, Campbell, R.Smith, Greil, J. Smith and Huskey. Nay: none. Absent: Hinton. Motion carried.

* Hinton arrived at 7:00, just after item A1 was approved.

B. NEW MATTERS:

1. **(PC-1984) Public hearing with discussion and consideration of approval of an ordinance to amend the Tuscan Ridge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a tract of land lying in the NW/4 of Section 9, T-11-N, R-1-W, of the Indian Meridian, Midwest City, OK.**

Staff presented a brief overview of this item. The applicant, Jeremy Christiansen of 2416 Forest

Glen Drive was present. There was general discussion. A motion was made by Huskey, seconded by Campbell to recommend approval of this item subject to staff comments. Voting aye: Collins, Huskey, Campbell, R. Smith, Hinton, J. Smith and Greil. Voting nay: None. Motion carried.

2 (PC-1985) Discussion and consideration of approval of a Final Plat of TimberRidge Pointe Section 4 described as a part of the SW/4 of Section 10, T-11-N, R-1-W.

Staff presented a brief overview of this item. The applicant, Brad Reid of Crafton Tull, 300 Pointe Parkway Blvd. was present. There was general discussion about this item. Kim Morphis of 2517 Scarlet Oak Ct. was present. Mr. Morphis expressed concern about house size and whether or not development would meet the requirements of the covenants. Staff explained that we cannot enforce covenants but development must meet requirements of the PUD. There was also discussion regarding maintenance of a retaining wall. Chairman Greil and Commissioner Smith advised the neighbors to meet with the applicant to have these discussions. Jeanne Lewis of 13129 Austrian Pine also spoke about maintenance of the retaining wall. Karen Lewis of 13116 Chinkapin Oak stated that no street lights were ever installed on Chinkapin Oak Dr. and stated that there is a need for lighting. City Engineer Menefee asked her to contact his office to discuss this. Joe Gibbs of 13152 Chinkapin Oak Dr. spoke about erosion in his yard due to new development. City Engineer Menefee asked Mr. Gibbs to contact his office and engineering staff will come and inspect the issues. Mike Delevechio of 13172 Austrian Pine stated that the HOA has/will address Mr. Gibbs concern. A motion was made by Campbell, seconded by R. Smith, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil, J. Smith and Huskey. Nay: none. Motion carried.

3 (PC-1987) Public hearing with discussion and consideration of approval of an ordinance to redistrict from I-1, Light Industrial to SPUD, Simplified Planned Unit Development governed by I-1, Light Industrial district and a resolution to amend the Comprehensive Plan to classify the parcel as Industrial for the property described as a part of the SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Rd.

Staff presented a brief overview of this item. A motion was made by Huskey, seconded by Hinton to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil, J. Smith and Huskey. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion among the Commission and staff.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

There being no further matters before the Commission, motion to adjourn was made by R. Smith seconded by Huskey. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil, J. Smith and Huskey. Nay: none. Motion carried.

The meeting adjourned at 7:50 p.m.

Stan Greil, Chairman
(KG)

Copies of the agenda for this meeting were posted at City Hall, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PARK LAND REVIEW COMMITTEE MEETING

March 8, 2019 - 4:00 p.m.

This meeting of the Midwest City Park Land Review Committee was held in the Community Development conference room, Midwest City, Oklahoma County, Oklahoma, on March 8, 2019 at 4:00 p.m., with the following members present:

Present: Carolyn Burkes
Grace Sullivan
Casey Hurt
Jess Huskey

Absent: Todd Issac

Staff present: Kellie Gilles, Current Planning Manager
Lora Gwartney, Associate Current Planner

A. CALL TO ORDER:

The meeting was called to order by Chairperson Burkes at 4:01 p.m.

B. MINUTES:

1. A motion was made by Huskey, seconded by Hurt to approve the minutes of the September 20, 2018. Voting Aye: Huskey, Hurt and Burkes. Absent: Sullivan and Issac. Motion carried.

C. NEW MATTERS:

1. (PC –1990) Discussion and consideration of a request to submit a fee in lieu of park land as allowed by the Subdivision Regulations for the proposed Cassidy Cove Section III Preliminary Plat located in the NW/4 of Section 1, T-11-N, R-2-W, addressed as 500 and 600 Davidson Rd.

Staff presented a brief overview of this request. The applicant, Jim Campbell, was present. There was general discussion about the item. Mr. Campbell stated that he would rather pay a fee in lieu of the park land dedication. He is proposing a common area for detention but may have trouble planting the required amount of trees per code for detention areas as amenities. Mr. Campbell stated he does plan on leaving as much as the natural vegetation as possible but trees would need

to be removed from the actual detention pond. A motion was made by Sullivan, seconded by Hurt, to recommend approval of the request. Voting aye: Hurt, Burkes, Sullivan and Huskey. Nay: None. Motion passed.

C. COMMITTEE DISCUSSION: Staff advised the committee that we may ask the Council to appoint a new member to replace Todd Isaac due to excessive absences from meetings and lack of communication.

Sullivan and Burkes asked how much money has been paid in fees in lieu of park land.

The committee would like to see park land and open space for a new proposal in the Original Mile that will increase density but will not require a preliminary or final plat and therefore not require park land approval.

E. Adjournment: A motion was made by Sullivan, seconded by Huskey to adjourn the meeting. Voting aye: Hurt, Sullivan, Huskey and Burkes. Nay: None. Motion passed.

The meeting adjourned at 4:35 p.m.

KG

Memorandum

TO: Honorable Mayor and Council

FROM: Brandon Clabes

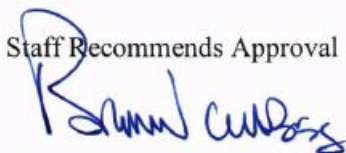
DATE: March 26, 2019

SUBJECT: Discussion and consideration of passing an ordinance amending the Midwest City Municipal Code, Chapter 8, Animals and Fowl: Article II, Impoundment, Title; Section 8-21, Stock Pound Master in Charge of Impounding Animals; Section 8-22, Disposition of Impounded Animals; Section 8-24, Redemption of Impounded Animals; Section 8-26, Fees and Charges; Section 8-42, Area, Enclosure, Location for Large Animals, Except Swine; Section 8-45, Sanitation Standards Generally; Section 8-72, Medical Laboratories, Educational Institutions, Veterinary Hospitals Exempted from Distance Requirements; Section 8-94, Reclaiming Dogs; and Section 8-118, Reclaiming Cats; and Deleting: Section 8-23, Notice of Sale of Impounded Animals; Section 8-25, Monthly Report by Stock Pound Master; Section 8-66, Required, Application Generally; Section 8-67, Contents of Permit Application; Section 8-68, Permit Application to Show Compliance; Section 8-69, Health Approval Prerequisite; Section 8-71, Permits to Keep Pigeons; Section 8-73, Preexisting Nonconforming Commercial Establishments; and Providing for Repealer and Severability.

The proposed amendments and deletions reflect the work of the City of Midwest City's Animal Ordinance Review Committee to review the City's current Chapter 8 ordinance dealing with animals and fowls. The changes encompass:

1. Updating the title of Article II and the language of Section 8-21 regarding the parties responsible for enforcement of the ordinance;
2. Changing the procedure for disposition of animals, in Section 8-22;
3. Deleting the requirement for the city to reimburse an owner if the animal is sold, in Section 8-24;
4. Increasing the fees and charges related to impounding animals, in Section 8-26;
5. Deleting information duplicative of Section 8-44, in Section 8-42;
6. Strengthening the language regarding owner responsibilities, in Section 8-45;
7. Adding a line to Section 8-72 to include commercial establishments;
8. Requiring certain dogs and cats to be spayed or neutered, in Sections 8-94 and 8-118;
9. Deleting Section 8-23, the requirement of notice before sale of impounded animals; Section 8-25, the requirement of a monthly report from Animal Welfare; Section 8-66, which requires a permit to own specific animals within the City; Section 8-67, the contents of the application for the permits required in Section 8-66; Section 8-68, the requirement that a permit show the facilities for animals or fowl are adequate; Section 8-69, the requirement for the city manager or his designee to approve a permit; Section 8-71, the requirement for permits to keep pigeons; and Section 8-73, allowing nonconforming commercial establishments in business before June 25, 1968, to avoid the limitations of Chapter 8.

Staff Recommends Approval



Brandon Clabes, Chief of Police

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 8, ANIMALS AND FOWL: ARTICLE II, IMPOUNDMENT, TITLE; SECTION 8-21, STOCK POUND MASTER IN CHARGE OF IMPOUNDING ANIMALS; SECTION 8-22, DISPOSITION OF IMPOUNDED ANIMALS; SECTION 8-24, REDEMPTION OF IMPOUNDED ANIMALS; SECTION 8-26, FEES AND CHARGES; SECTION 8-42, AREA, ENCLOSURE, LOCATION FOR LARGE ANIMALS, EXCEPT SWINE; SECTION 8-45, SANITATION STANDARDS GENERALLY; SECTION 8-72, MEDICAL LABORATORIES, EDUCATIONAL INSTITUTIONS, VETERINARY HOSPITALS EXEMPTED FROM DISTANCE REQUIREMENTS; SECTION 8-94, RECLAIMING DOGS; AND SECTION 8-118. RECLAIMING CATS; AND DELETING: SECTION 8-23, NOTICE OF SALE OF IMPOUNDED ANIMALS; SECTION 8-25, MONTHLY REPORT BY STOCK POUND MASTER; SECTION 8-66, REQUIRED, APPLICATION GENERALLY; SECTION 8-67, CONTENTS OF PERMIT APPLICATION; SECTION 8-68, PERMIT APPLICATION TO SHOW COMPLIANCE; SECTION 8-69, HEALTH APPROVAL PREREQUISITE; SECTION 8-71, PERMITS TO KEEP PIGEONS; SECTION 8-73, PREEXISTING NONCONFORMING COMMERCIAL ESTABLISHMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 8, Article II, Title, is hereby amended to read as follows:

ARTICLE II. – IMPOUNDMENT OF LIVESTOCK

SECTION 2. That the Midwest City Municipal Code, Chapter 8, Section 8-21, is hereby amended to read as follows:

Sec. 8-21. - ~~Stock pound master in charge of i~~Impounding animals; dogs and cats excepted.

(a) ~~The stock pound master, appointed by the city manager or by contract approved by council and under the administrative control of the city manager or his designee, shall~~ be and is hereby authorized as the keeper of the pound, pen, building, enclosure or other place used and occupied for the impounding of animals.

(b) ~~The stock pound master~~ city manager or his designee, shall take into his custody all animals, other than dogs or cats, found running at large in the city, and confine them in the place designated by the city council.

(c) ~~He also shall provide, at his cost,~~ The City of Midwest City shall provide suitable and necessary sustenance for the animals confined; ~~†The cost of providing such sustenance shall be paid to the city stock pound master before any animal is released,~~ as outlined in section 8-26 by him.

1 SECTION 3. That the Midwest City Municipal Code, Chapter 8, Section 8-22, subsection (a) is
2 hereby amended, subsection (b) is deleted, and a new subsection (b) is substituted, to read as
3 follows:
4

5 **Sec. 8-22. - Disposition of impounded animals by public sale.**

6 (a) Any animal taken into custody and impounded shall not be disposed of advertised for
7 public sale by the stock pound master until after the expiration of five (5) days from the
8 time of impounding.

9 (b) ~~The stock pound master under supervision and control by the city manager, or his~~
10 ~~designated representative, shall personally attend to the selling of all animals and shall~~
11 ~~give five (5) days' previous notice of the time and place of any sale by causing written~~
12 ~~notice thereof to be posted in three (3) public places in the city, giving a description of~~
13 ~~the property to be sold, the excess of monies arising from the sale after deducting the~~
14 ~~cost, charges and expenses allowed by sections 8-24 and 8-26 shall be paid into the city~~
15 ~~treasury. Upon payment, the stock pound master shall make duplicate receipts, one of~~
16 ~~which he shall file with the city clerk.~~

17 (b) Animals abandoned to the Midwest City Animal Welfare Shelter or for whom the
18 municipal court has divested ownership due to neglect or abuse may be:

19 1. Sold or adopted to the public;

20 2. Transferred to a nonprofit animal shelter, pound, rescue, or society for the
21 protection of animals, from which the animals so transferred may be sold or
22 adopted; or

23 3. Humanely destroyed,

24 a. if the court determines it is in the best interests of the animal, public
25 health, or public safety; or

26 b. the designee of the city manager determines it is in the best interests of
27 the animal, public health, or public safety.

28
29 SECTION 4. That the Midwest City Municipal Code, Chapter 8, Section 8-24, is hereby
30 amended to read as follows:
31

32 **Sec. 8-24. - Redemption of impounded animals.**

33 (a) If the owner of any animal ~~applies to and pays the stock pound master~~ proves
34 ownership and pays the associated his fees and charges ~~at any time before the~~ date the
35 animal is disposed of, as outlined in section 8-26. ~~sale of his animal, the stock pound~~
36 ~~master shall release the animal.~~

37 (b) ~~If the owner of any animal applies to the stock animal pound master after the animal~~
38 ~~has been sold and proves his ownership thereof to the satisfaction of the pound master~~
39 ~~before payment into the city treasury, the pound master shall pay the balance due from~~
40 ~~the sale of the animal to the applicant, taking his receipt therefor.~~

41 (c) ~~If the owner of any animal applies to the pound master after payment into the city~~
42 ~~treasury and proves his ownership thereof to the pound master's satisfaction, then a~~
43 ~~warrant shall be drawn upon the treasury in favor of the claimant for the amount so~~
44 ~~certified by the pound master. The city clerk shall file and preserve the certificate by the~~
45 ~~pound master, with claimant's receipt in full endorsed thereon. If the owner fails to~~

1 appear within ninety (90) days from the date of the sale and apply for the amount
2 deposited in the city treasury, it shall be forfeited to the city.
3

4 **SECTION 5.** That the Midwest City Municipal Code, Chapter 8, Section 8-26, is hereby
5 amended to read as follows:
6

7 **Sec. 8-26. – Impoundment Fees and charges.**

8 The following charges shall be allowed for impounded taking animals, except for dogs
9 and cats, into custody under sections 8-1, 8-6, and this article for taking animals into
10 custody and impounding any animal mentioned in such provisions:

11 (1) Twenty-five dollars (\$25.00) for impounding such animal.

12 (2) Five Ten dollars (\$510.00) per day for boarding ~~providing protection and sustenance~~
13 for each animal.

14 (3) Fees and charges related to impounding dogs and cats are located in section 8-162.

15 ~~For posting notice of sale for each animal, three dollars (\$3.00).~~
16

17 **SECTION 6.** That the Midwest City Municipal Code, Chapter 8, Section 8-42, is hereby
18 amended to read as follows:
19

20 **Sec. 8-42. - Area, enclosure, location for large animals, except swine.**

21 Horses, mules, donkeys, goats, sheep, cattle and other similar size large animals, except
22 swine, may not be kept on any parcel of land containing a ~~net~~ an area of less than one (1)
23 acre in size; and must be fenced properly in accordance with section 8-44. For those
24 parcels with a net area of one (1), two (2), or three (3) ~~net~~ properly enclosed acres, a
25 maximum of two (2) large animals per whole net acre may be kept. An additional large
26 animal may be kept for each additional one-fifth-acre above three (3) acres. ~~The area of~~
27 ~~enclosure within the requisite total acreage owned shall be a minimum of five thousand~~
28 ~~(5,000) square feet for the first large animal, plus an additional two thousand (2,000)~~
29 ~~square feet for each additional large animal.~~ The boundaries of the area of enclosure shall
30 be a minimum of seventy-five (75) feet from the exterior of a church, business, school or
31 residence other than that of the owner.
32

33 **SECTION 7.** That the Midwest City Municipal Code, Chapter 8, Section 8-45, is hereby
34 amended to read as follows:
35

36 **Sec. 8-45. - Sanitation standards generally.**

37 (a) It shall be the duty of ~~the holder of any permit provided for in this article~~ owner or
38 leasee of a property where animals or fowl are kept, to maintain and operate the housing
39 and premises in such a manner as not to create a health nuisance or disturb the repose of
40 any other persons living on properties not that of the animal owner. This includes proper
41 disposal and clean-up of all refuse including, but not limited to, feces, feathers, and any
42 other remnants involved in keeping or rendering of such animals.

43 (b) Each pen or enclosure shall be sprayed with a suitable residual spray as often as
44 necessary to control flies and other insects.

45 (c) It is unlawful to dump or place ~~any~~ large amounts of manure or other wastes from
46 such pens or enclosures in the garbage cans serviced by the sanitation department of the

1 city; however small amounts may be deposited, provided the person first deposits the
2 waste in a plastic bag and securely ties the bag closed.

3 (d) Exterior limits of animal or fowl enclosures shall be at least fifty (50) feet from any
4 private water well.

5 (e) The failure of any keeper of animals or fowl to comply with the sanitation standards
6 shall be cause for the issuance of a citation to the keeper ~~revocation of permits.~~

7
8 **SECTION 8.** That the Midwest City Municipal Code, Chapter 8, Section 8-72, is hereby
9 amended to read as follows:

10
11 **Sec. 8-72. - Medical laboratories, educational institutions, veterinary hospitals, and**
12 **commercial boarding establishments exempted from distance requirements.**

13 Where the application is for the keeping of animals or poultry within the limited number
14 herein set forth, in medical laboratories or educational institutions for medical research,
15 or in veterinary hospitals for treating, or for licensed, commercial boarding, they shall be
16 kept under the same conditions prescribed by the health officer for such limited purposes
17 without the necessity of compliance with the distance requirements herein otherwise set
18 forth.

19
20 **SECTION 9.** That the Midwest City Municipal Code, Chapter 8, Section 8-94, is hereby
21 amended to read as follows:

22
23 **Sec. 8-94. - Reclaiming dogs.**

24 (a) No person shall be entitled to reclaim any dog found to be a nuisance except as herein
25 provided, nor shall any person be entitled to reclaim any dog found to be rabid or vicious;
26 but the owner may reclaim any other dog seized under the terms of this article within the
27 times and under the conditions stated herein. After the expiration of the ten-day term as to
28 every dog held under observation and not showing symptoms of rabies and as to every
29 other dog within forty-eight (48) hours from the time of seizure, excluding Sundays and
30 all city holidays, the owner may reclaim any dog seized hereunder by submitting proof of
31 ownership of such dog and by paying any license fees then due for the current year in
32 addition to any applicable fees for any dog. In the event the dog reclaimed has not been
33 vaccinated for rabies in accordance with the terms of this chapter, the person reclaiming
34 it must have the dog properly vaccinated and submit proof of such vaccination to the city.
35 Failure to submit such proof within three (3) days of the dog being reclaimed will
36 constitute a violation of this article.

37 (b) No dog shall be released without satisfactory proof of ownership and without
38 payment of the applicable fees, nor shall the payment of such fees constitute any defense
39 in any prosecution that may be instituted for violation of the terms of this article.

40 (c) Any dog that has been impounded by the City of Midwest City more than once shall
41 be spayed or neutered at the owner's expense before the animal is released. If done
42 through the City of Midwest City, the charge will be the current price the City of
43 Midwest City pays to its contracted veterinarian to perform such service. Persons may
44 request to use their choice of veterinarian at their full expense and arrangements will be
45 made for the City of Midwest City to deliver the animal to said veterinarian at an agreed
46 upon time.

1 (d) No fees shall be charged for any licensed dog surrendered to the owner on acquittal or
2 dismissal of the charges of harboring such dog as a nuisance or as a vicious dog.
3

4 **SECTION 10.** That the Midwest City Municipal Code, Chapter 8, Section 8-118, is hereby
5 amended to read as follows:
6

7 **Sec. 8-118. - Reclaiming cats.**

8 (a) No person shall be entitled to reclaim any cat found to be a nuisance except as herein
9 provided, nor shall any person be entitled to reclaim any cat found to be rabid or vicious;
10 but the owner may reclaim any other cat seized under the terms of this article within the
11 times and under the conditions stated herein. After the expiration of the ten-day term as to
12 every cat held under observation and not showing symptoms of rabies and as to every
13 other cat within forty-eight (48) hours from the time of seizure, excluding Sundays and
14 all city holidays, the owner may reclaim any cat seized hereunder by submitting proof of
15 ownership of such cat and by paying any license fees then due for the current year in
16 addition to any applicable fees for any cat. In the event the cat reclaimed has not been
17 vaccinated for rabies in accordance with the terms of this chapter, the person reclaiming
18 it must have the cat properly vaccinated and submit proof of such vaccination to the city.
19 Failure to submit such proof within three (3) days of the cat being reclaimed will
20 constitute a violation of this article.

21 (b) No cat shall be released without satisfactory proof of ownership and without payment
22 of the applicable fees, nor shall the payment of such fees constitute any defense in any
23 prosecution that may be instituted for violation of the terms of this article.

24 (c) Any cat that has been impounded by the City of Midwest City more than once shall be
25 spayed or neutered at the owner's expense before the animal is released. If done through
26 the City of Midwest City, the charge will be the current price the City of Midwest City
27 pays to its contracted veterinarian to perform such service. Persons may request to use
28 their choice of veterinarian at their full expense and arrangements will be made for the
29 City of Midwest City to deliver the animal to said veterinarian at an agreed upon time.

30 (d) No fees shall be charged for any licensed cat surrendered to the owner on acquittal or
31 dismissal of the charges of harboring such cat as a nuisance or as a vicious cat.
32

33 **SECTION 11.** That the Midwest City Municipal Code, Chapter 8, Section 8-23, is hereby
34 deleted:
35

36 ~~Sec. 8-23. - Notice of sale of impounded animals.~~

37 ~~(a) - Prior to the public sale of impounded animals as provided in section 8-22, the~~
38 ~~pound master shall post notices of sale at three (3) public places for at least five (5) days~~
39 ~~prior to sale. The notice shall read as follows:~~
40

41 ~~NOTICE OF SALE OF IMPOUNDED ANIMALS~~

42 ~~Notice is hereby given that the following animals were found running at large contrary to~~
43 ~~the provisions of the laws of the City of Midwest City and have been taken up and~~
44 ~~impounded in the stock pound of said city.~~

45 ~~Unless redeemed within five (5) days of the date of this notice said animals shall be sold~~
46 ~~at public auction for cash to the highest bidder at the city stock pound.~~

1 _____ at the hour of _____ o'clock on the _____ day of
2 _____, 19 _____.

3 Such animals are described as follows: _____.

4 DATED at Midwest City, Oklahoma, this _____ day of _____, 19
5 _____.

6 _____
7 Stock Pound Master
8 of the City of
9 Midwest City

10 (b) If the owner of the impounded animal is known, a copy of the notice shall be served
11 on him by delivering the copy to the owner or by leaving a copy at his residence with
12 some member of his family over the age of fourteen (14) years.

13
14 SECTION 12. That the Midwest City Municipal Code, Chapter 8, Section 8-25, is hereby
15 deleted:

16
17 **~~Sec. 8-25.-- Monthly report by stock pound master.~~**

18 Upon the tenth day of every month the stock pound master shall account to the city
19 treasurer for all moneys received by him by virtue of his office for the preceding month
20 and shall render the chief of police a full statement on all animals received into the pound
21 during the preceding month, describing the animals with the name of the owner, if
22 known, the date all redeemed animals were received, the date of redemption of those sold
23 and the time of sale. Forms for such reports shall be prescribed by the city clerk.

24
25 SECTION 13. That the Midwest City Municipal Code, Chapter 8, Section 8-66, is hereby
26 deleted:

27
28 **~~Sec. 8-66.-- Required; application generally.~~**

29 (a) A permit as hereinafter referred to is required to be had as a prerequisite to the
30 keeping, owning, maintaining, using or having in possession any horses, mules, donkeys,
31 cattle, goats, swine, sheep or other similar large size animals or any turkeys, geese, ducks,
32 guineas, rabbits, chinchillas, pigeons or other domestic fowl, or similar size small animals
33 excluding dogs and cats.

34 (b) A permit as required by subsection (a) may be obtained from the city clerk by written
35 application and compliance with the sanitary requirements as set forth in this chapter.

36 (c) Such permits shall expire on the thirtieth day of April of each year and be renewable
37 on the first day of May of each year. The owner shall present certificates or affidavits of
38 vaccination as required.

39
40 SECTION 14. That the Midwest City Municipal Code, Chapter 8, Section 8-67, is hereby
41 deleted:

42
43 **~~Sec. 8-67.-- Contents of permit application.~~**

44 An application for a permit for an animal or fowl pen shall contain the address of the
45 applicant, names of abutting property owners, a certificate of vaccination on horses at
46 least once each year for "sleeping sickness" (Eastern and Western Equine Encephalitis),
47 and a certificate of vaccination on horses and other animals where required by Oklahoma

1 ~~Agricultural Code, state department of agriculture or the statutes of the state; size of~~
2 ~~property in square feet, distance from dwelling resided in by anyone other than the~~
3 ~~applicant, and any other such information as the city clerk shall require; provided, that an~~
4 ~~affidavit of the owner will be acceptable stating that the animals have been vaccinated,~~
5 ~~where the owner is permitted by law to vaccinate such animals, in lieu of the certificate~~
6 ~~of vaccination.~~

7
8 SECTION 15. That the Midwest City Municipal Code, Chapter 8, Section 8-68, is hereby
9 deleted:

10
11 **~~Sec. 8-68.-- Permit application to show compliance.~~**

12 ~~Application for a permit shall show that the applicant has facilities for keeping the~~
13 ~~animals or fowl in quarters meeting the standards set up in this article and which will~~
14 ~~confine said animals or fowl within the area limits provided by this article.~~

15
16 SECTION 16. That the Midwest City Municipal Code, Chapter 8, Section 8-69, is hereby
17 deleted:

18
19 **~~Sec. 8-69.-- Health approval prerequisite.~~**

20 ~~No permit required by this article shall be issued without the prior approval of the city~~
21 ~~manager or his designee.~~

22
23 SECTION 17. That the Midwest City Municipal Code, Chapter 8, Section 8-71, is hereby
24 deleted:

25
26 **~~Sec. 8-71.-- Permits to keep pigeons.~~**

27 ~~Permits may be obtained for the keeping of Antwerp messenger pigeons, commonly~~
28 ~~called carrier or homing pigeons, by filing written application showing the following:~~
29 ~~(1) That such pigeons will be confined to closed lofts and released therefrom only for~~
30 ~~training and exercise flights, and not allowed to fly at will.~~
31 ~~(2) That no other breed of pigeons will be kept in the same loft.~~
32 ~~(3) That the pigeons shall not be raised for any commercial or business purposes.~~

33
34 SECTION 18. That the Midwest City Municipal Code, Chapter 8, Section 8-73, is hereby
35 deleted:

36
37 **~~Sec. 8-73.-- Preexisting nonconforming commercial establishments.~~**

38 ~~Where the application is for the keeping of animals or poultry beyond the limited number~~
39 ~~herein set forth in commercial establishments such as produce plants, broiler houses,~~
40 ~~sales barns, etc., established and in operation before June 25, 1968, and which are~~
41 ~~contrary to the provisions of this chapter, they shall be kept under the conditions~~
42 ~~prescribed by the health officer as set forth by this chapter without the necessity of~~
43 ~~compliance with the distance and limited number requirements herein otherwise set forth.~~
44 ~~Those commercial establishments such as produce plants, broiler houses, laying houses,~~
45 ~~sales barns, etc., established and put in operation on and after June 25, 1968, which under~~
46 ~~the legal provisions of the zoning ordinance are granted a permit to keep animals or~~

1 ~~poultry beyond the limited number herein set forth, shall keep animals or poultry under~~
2 ~~the conditions prescribed by the health officer as set forth by this chapter without the~~
3 ~~necessity of compliance with the limited number requirements herein otherwise set forth.~~
4

5 Section 19. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
6 repealed.
7

8 Section 20. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is
9 for any reason held to be invalid, such decision shall not affect the validity of the remaining
10 provisions of the ordinance.
11

12 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
13

14 Oklahoma, this _____ day of April, 2019.
15

16
17 THE CITY OF MIDWEST CITY, OKLAHOMA
18

19
20
21 _____
22 MATTHEW D. DUKES, II, Mayor
23

24 ATTEST:
25

26 _____
27 SARA HANCOCK, City Clerk
28

29 Approved as to form and legality this _____ day of April, 2019.
30

31 _____
32 HEATHER POOLE, City Attorney

1 SECTION 3. That the Midwest City Municipal Code, Chapter 8, Section 8-22, subsection (a) is
2 hereby amended, subsection (b) is deleted, and a new subsection (b) is substituted, to read as
3 follows:

4
5 **Sec. 8-22. - Disposition of impounded animals.**

- 6 (a) Any animal taken into custody and impounded shall not be disposed of until after the
7 expiration of five (5) days from the time of impounding.
8 (b) Animals abandoned to the Midwest City Animal Welfare Shelter or for whom the
9 municipal court has divested ownership due to neglect or abuse may be:
10 1. Sold or adopted to the public;
11 2. Transferred to a nonprofit animal shelter, pound, rescue, or society for the
12 protection of animals, from which the animals so transferred may be sold or
13 adopted; or
14 3. Humanely destroyed,
15 a. if the court determines it is in the best interests of the animal, public health, or
16 public safety; or
17 b. the designee of the city manager determines it is in the best interests of the
18 animal, public health, or public safety.
19

20 SECTION 4. That the Midwest City Municipal Code, Chapter 8, Section 8-24, is hereby
21 amended to read as follows:
22

23 **Sec. 8-24. - Redemption of impounded animals.**

24 If the owner of any animal proves ownership and pays the associated fees and charges
25 before the date the animal is disposed of, as outlined in section 8-26.
26

27 SECTION 5. That the Midwest City Municipal Code, Chapter 8, Section 8-26, is hereby
28 amended to read as follows:
29

30 **Sec. 8-26. – Impoundment Fees and charges.**

31 The following charges shall be allowed for impounded animals, except for dogs and cats:
32 (1) Twenty-five dollars (\$25.00) for impounding such animal.
33 (2) Ten dollars (\$10.00) per day for boarding and sustenance for each animal.
34 (3) Fees and charges related to impounding dogs and cats are located in section 8-162.
35

36 SECTION 6. That the Midwest City Municipal Code, Chapter 8, Section 8-42, is hereby
37 amended to read as follows:
38

39 **Sec. 8-42. - Area, enclosure, location for large animals, except swine.**

40 Horses, mules, donkeys, goats, sheep, cattle and other similar size large animals, except
41 swine, may not be kept on any parcel of land containing an area of less than one (1) acre
42 in size; and must be fenced properly in accordance with section 8-44. For those parcels
43 with a net area of one (1), two (2), or three (3) properly enclosed acres, a maximum of
44 two (2) large animals per whole net acre may be kept. An additional large animal may be
45 kept for each additional one-fifth-acre above three (3) acres. The boundaries of the area

1 of enclosure shall be a minimum of seventy-five (75) feet from the exterior of a church,
2 business, school or residence other than that of the owner.

3
4 SECTION 7. That the Midwest City Municipal Code, Chapter 8, Section 8-45, is hereby
5 amended to read as follows:

6
7 **Sec. 8-45. - Sanitation standards generally.**

- 8 (a) It shall be the duty of owner or leasee of a property where animals or fowl are kept, to
9 maintain and operate the housing and premises in such a manner as not to create a
10 health nuisance or disturb the repose of any other persons living on properties not that
11 of the animal owner. This includes proper disposal and clean-up of all refuse
12 including, but not limited to, feces, feathers, and any other remnants involved in
13 keeping or rendering of such animals.
14 (b) Each pen or enclosure shall be sprayed with a suitable residual spray as often as
15 necessary to control flies and other insects.
16 (c) It is unlawful to dump or place large amounts of manure or other wastes from such
17 pens or enclosures in the garbage cans serviced by the sanitation department of the
18 city; however small amounts may be deposited, provided the person first deposits the
19 waste in a plastic bag and securely ties the bag closed.
20 (d) Exterior limits of animal or fowl enclosures shall be at least fifty (50) feet from any
21 private water well.
22 (e) The failure of any keeper of animals or fowl to comply with the sanitation standards
23 shall be cause for the issuance of a citation to the keeper.
24

25 SECTION 8. That the Midwest City Municipal Code, Chapter 8, Section 8-72, is hereby
26 amended to read as follows:

27
28 **Sec. 8-72. - Medical laboratories, educational institutions, veterinary hospitals, and
29 commercial boarding establishments exempted from distance requirements.**

30 Where the application is for the keeping of animals or poultry within the limited number
31 herein set forth, in medical laboratories or educational institutions for medical research,
32 or in veterinary hospitals for treating, or for licensed, commercial boarding, they shall be
33 kept under the same conditions prescribed by the health officer for such limited purposes
34 without the necessity of compliance with the distance requirements herein otherwise set
35 forth.
36

37 SECTION 9. That the Midwest City Municipal Code, Chapter 8, Section 8-94, is hereby
38 amended to read as follows:

39
40 **Sec. 8-94. - Reclaiming dogs.**

- 41 (a) No person shall be entitled to reclaim any dog found to be a nuisance except as herein
42 provided, nor shall any person be entitled to reclaim any dog found to be rabid or
43 vicious; but the owner may reclaim any other dog seized under the terms of this
44 article within the times and under the conditions stated herein. After the expiration of
45 the ten-day term as to every dog held under observation and not showing symptoms
46 of rabies and as to every other dog within forty-eight (48) hours from the time of
47 seizure, excluding Sundays and all city holidays, the owner may reclaim any dog

1 seized hereunder by submitting proof of ownership of such dog and by paying any
2 license fees then due for the current year in addition to any applicable fees for any
3 dog. In the event the dog reclaimed has not been vaccinated for rabies in accordance
4 with the terms of this chapter, the person reclaiming it must have the dog properly
5 vaccinated and submit proof of such vaccination to the city. Failure to submit such
6 proof within three (3) days of the dog being reclaimed will constitute a violation of
7 this article.

- 8 (b) No dog shall be released without satisfactory proof of ownership and without
9 payment of the applicable fees, nor shall the payment of such fees constitute any
10 defense in any prosecution that may be instituted for violation of the terms of this
11 article.
- 12 (c) Any dog that has been impounded by the City of Midwest City more than once shall
13 be spayed or neutered at the owner's expense before the animal is released. If done
14 through the City of Midwest City, the charge will be the current price the City of
15 Midwest City pays to its contracted veterinarian to perform such service. Persons may
16 request to use their choice of veterinarian at their full expense and arrangements will
17 be made for the City of Midwest City to deliver the animal to said veterinarian at an
18 agreed upon time.
- 19 (d) No fees shall be charged for any licensed dog surrendered to the owner on acquittal or
20 dismissal of the charges of harboring such dog as a nuisance or as a vicious dog.

21
22 **SECTION 10.** That the Midwest City Municipal Code, Chapter 8, Section 8-118, is hereby
23 amended to read as follows:
24

25 **Sec. 8-118. - Reclaiming cats.**

- 26 (a) No person shall be entitled to reclaim any cat found to be a nuisance except as herein
27 provided, nor shall any person be entitled to reclaim any cat found to be rabid or
28 vicious; but the owner may reclaim any other cat seized under the terms of this article
29 within the times and under the conditions stated herein. After the expiration of the
30 ten-day term as to every cat held under observation and not showing symptoms of
31 rabies and as to every other cat within forty-eight (48) hours from the time of seizure,
32 excluding Sundays and all city holidays, the owner may reclaim any cat seized
33 hereunder by submitting proof of ownership of such cat and by paying any license
34 fees then due for the current year in addition to any applicable fees for any cat. In the
35 event the cat reclaimed has not been vaccinated for rabies in accordance with the
36 terms of this chapter, the person reclaiming it must have the cat properly vaccinated
37 and submit proof of such vaccination to the city. Failure to submit such proof within
38 three (3) days of the cat being reclaimed will constitute a violation of this article.
- 39 (b) No cat shall be released without satisfactory proof of ownership and without payment
40 of the applicable fees, nor shall the payment of such fees constitute any defense in
41 any prosecution that may be instituted for violation of the terms of this article.
- 42 (c) Any cat that has been impounded by the City of Midwest City more than once shall be
43 spayed or neutered at the owner's expense before the animal is released. If done
44 through the City of Midwest City, the charge will be the current price the City of
45 Midwest City pays to its contracted veterinarian to perform such service. Persons may
46 request to use their choice of veterinarian at their full expense and arrangements will

1 be made for the City of Midwest City to deliver the animal to said veterinarian at an
2 agreed upon time.

3 (d) No fees shall be charged for any licensed cat surrendered to the owner on acquittal or
4 dismissal of the charges of harboring such cat as a nuisance or as a vicious cat.
5

6 SECTION 11. That the Midwest City Municipal Code, Chapter 8, Section 8-23, is hereby
7 deleted.
8

9 SECTION 12. That the Midwest City Municipal Code, Chapter 8, Section 8-25, is hereby
10 deleted.
11

12 SECTION 13. That the Midwest City Municipal Code, Chapter 8, Section 8-66, is hereby
13 deleted.
14

15 SECTION 14. That the Midwest City Municipal Code, Chapter 8, Section 8-67, is hereby
16 deleted.
17

18 SECTION 15. That the Midwest City Municipal Code, Chapter 8, Section 8-68, is hereby
19 deleted.
20

21 SECTION 16. That the Midwest City Municipal Code, Chapter 8, Section 8-69, is hereby
22 deleted.
23

24 SECTION 17. That the Midwest City Municipal Code, Chapter 8, Section 8-71, is hereby
25 deleted.
26

27 SECTION 18. That the Midwest City Municipal Code, Chapter 8, Section 8-73, is hereby
28 deleted.
29

30 Section 19. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
31 repealed.
32

33 Section 20. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is
34 for any reason held to be invalid, such decision shall not affect the validity of the remaining
35 provisions of the ordinance.
36

37 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
38

39 Oklahoma, this _____ day of April, 2019.
40
41

42 THE CITY OF MIDWEST CITY, OKLAHOMA
43
44

45 _____
46 MATTHEW D. DUKES, II, Mayor
47

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ATTEST:

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of April, 2019.

HEATHER POOLE, City Attorney



MUNICIPAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



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 739-1215 or email pmenefee@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.



NEW NOTICE: The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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.



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

March 26, 2019 - 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 of approving the minutes of the regular meeting of March 12, 2019 as submitted. (City Clerk - S. Hancock)
 - 2.** Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: 2018 Election G.O. Bonds Municipal Authority Fund, revenue/Golf (47) \$309,000; expenses/Golf (47) \$390,125.(Finance - C. Barron)
 - 3.** Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2019. (City Manager - T. Lyon)
 - 4.** Consider and approve the contracts for services of the Baker Group LLC as financial advisor and Hilborne & Weidman, a professional corporation as bond counsel in connection with the issuance, sale and delivery of the not to exceed \$35,000,000 Capital Improvement Refunding Revenue Bond, Series 2019 and authorizing execution and delivery of such contracts by the Chairman. (City Manager - G. Henson)
- 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



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

Midwest City Municipal Authority Minutes

March 12, 2019 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:22 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

CONSENT AGENDA.

Eads made a motion to pull item number 2 and approve the remainder of the Consent Agenda, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of February 26, 2019 as submitted.
2. **Discussion and consideration of accepting the resignation agreement between the Midwest City Municipal Authority and the City Manager Guy Henson.** After recognition for Mr. Henson for his forty years of service to the Midwest City Community, Eads made a motion to accept the agreement, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 7:28 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: March 26, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: 2018 Election G.O. Bonds Municipal Authority Fund, revenue/Golf (47) \$309,000; expenses/Golf (47) \$390,125.

The supplement is needed to budget revenue and expenses from 2018 G.O. Bond Issuance #1.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

March 26, 2019

Fund 2018 ELEC GO BONDS MUNICIPAL AUTHORITY (271)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	Golf	309,000		390,125	
		<u>309,000</u>	<u>0</u>	<u>390,125</u>	<u>0</u>

Explanation:
 To budget revenue and expenses from 2018 G.O. Bond issuance #1. Funding to come from bond proceeds and loan from Capital Outlay Reserve Fund (\$81,125).



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: March 26, 2019

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2019.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2018-2019	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463				
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910				
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938				
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789				
Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945				
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961				
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612				
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907				
Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518				
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950				
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)				
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)				
Key Indicators												
Hotel Room Revenue	243,661	218,190	192,145	252,000	200,126	94,847	104,491	198,527				
Food and Banquet Revenue	114,062	191,794	115,059	291,647	183,751	189,707	114,039	161,848				

Fiscal Year 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330	547,825	516,519	495,730	425,810
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947	529,803	530,409	402,933	502,338
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576	3,888,401	4,404,920	4,900,650	5,326,460
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412	3,728,215	4,258,624	4,661,557	5,163,895
Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180	494,172	482,514	455,507	418,995
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587	482,215	465,386	418,445	482,536
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605	3,866,777	4,349,291	4,804,798	5,223,793
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584	3,707,800	4,173,185	4,591,630	5,074,166
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)	53,653	34,005	40,223	6,815
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360	47,587	65,023	(15,512)	19,802
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)	21,624	55,629	95,852	102,667
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)	20,415	85,439	69,926	89,729



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Municipal Authority

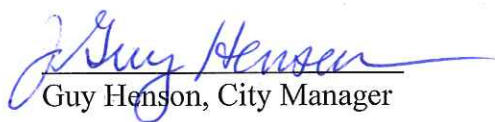
FROM: Guy Henson, City Manager

DATE: March 12, 2019

SUBJECT: Consider and approve the contracts for services of the Baker Group LLC as financial advisor and Hilborne & Weidman, a professional corporation as bond counsel in connection with the issuance, sale and delivery of the not to exceed \$35,000,000 Capital Improvement Refunding Revenue Bond, Series 2019 and authorizing execution and delivery of such contracts by the Chairman.

As you know, John Weidman has been our bond counsel and instrumental in executing our Bond process and Greg Nieto has been our financial advisor leading us to a very successful start for funding. Attached you will find their contracts for continued service. Staff recommends approving the contracts, as our bond effort results have been good for the City.

Action is at the Authority's discretion.


Guy Henson, City Manager

HILBORNE & WEIDMAN
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
2405 EAST 57TH STREET
TULSA, OKLAHOMA 74105-7548

TELEPHONE:
(918) 749-0111
TELECOPIER:
(918) 749-0335

March 21, 2019

Chairman and Trustees of the
Midwest City Municipal Authority

Trustees:

It is our pleasure to submit herewith our proposal to serve as Bond Counsel to the Midwest City Municipal Authority, regarding your proposed issuance of revenue bonds in the approximate principal amount of not to exceed \$35,000,000.00 to provide funds for the refunding of the Authority's outstanding Capital Improvement Refunding Revenue Bonds, Series 2011. As your Bond Counsel, we will work closely with your financial consultants and staff in structuring the proposed financing in order to maximize savings and achieve the lowest possible interest cost on the bonds. In this connection, we shall provide such legal services as may be required to assist in the preparation of all loan documents and other documents and opinions necessary to successfully receive the approval of all necessary parties. In addition we will prepare all documents, closing papers and opinions necessary for the closing of the transaction, including the transcript of proceedings. We will also provide our market legal opinion to the purchase of any bonds issued without charge to such purchaser.

For such services in connection with each issue or series of such bonds our fee would be eight tenths of one percent (0.8%) of the principal amount of bonds issued plus reimbursement for our reasonable documented out-of-pocket expenses incurred in connection with such bond issue, such sum to be paid when such bonds are issued. Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered in connection therewith; provided that we shall receive reimbursement for accrued documented out-of-pocket expenses. You agree to pay all publication and printing expenses.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation

John D. Weidman, President

The above proposal is hereby approved and accepted this _____ day of March, 2019.

Chairman



CONTRACT FOR MUNICIPAL ADVISORY SERVICES

This Contract for Municipal Advisory Services (the "Contract") is made and entered into by and between the **Midwest City Municipal Authority (the "Issuer")** and **The Baker Group LP, ("Municipal Advisor")** effective as of the date executed by the Issuer as set forth on the signature page hereof.

Recitals

- 1.** The Issuer is contemplating borrowing funds from time to time in amounts to be determined for various purposes.
- 2.** This Contract shall apply to all evidences of indebtedness or debt obligations ("Obligations") that may be authorized and issued or otherwise created or assumed by the Issuer from time to time during the time in which the Contract shall be effective.
- 3.** The Issuer has retained, or will retain, a recognized firm of municipal bond attorneys ("Bond Counsel") who will prepare the proceedings and advise the steps necessary to be taken in the legal issuance and final delivery of Obligations and who will issue an opinion approving the legality of such Obligations.

Now, therefore, in consideration of the promises and other good and valuable consideration and of the mutual benefits, covenants and respective agreements hereinafter set forth and expressed, the Issuer and Municipal Advisor agree as follows:

I.

Professional Services

The Baker Group LP will serve as Municipal Advisor to the Issuer in connection with the sale of Obligations by the Issuer and in such capacity The Baker Group LP will perform those services normally performed by Municipal Advisors, and such other services as, in our judgment, may be necessary or advisable including, but not limited to, the following:

- 1.** Provide our professional services and our facilities as Municipal Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized while the Contract is in effect.
- 2.** Review existing and potential future financing commitments of the Issuer, the financial resources of the Issuer in order to devise a plan of financing, a maturity schedule for each issue of Obligations, options of prior payment and other such matters of a financial

nature, all in order to issue Obligations under terms and conditions most advantageous to the Issuer consistent with a minimum effective interest rate.

3. Recommend financing programs designed to fit the resources and requirements of the Issuer.
4. Recommend the type or types of Obligations to be utilized.
5. Attend meetings, as requested by the Issuer, in connection with the sale of the Obligations.
6. Inform the Issuer of (a) the material risks, potential benefits, and other characteristics of each recommendation; (b) the basis upon which the Municipal Advisor believes each recommendation is suitable for the Issuer; and (c) whether the Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommendation that might also alternatively serve the Issuer's objectives.
7. Advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data that might be normally expected to influence bids and interest rates and to recommend the best method of sale, the date and conditions for sale.
8. Coordinate the preparation of the offering documents approved for use in the sale of the Obligations (the "Offering Documents") containing information and data ordinarily found in such documents and to arrange for the publication and distribution of the Offering Documents. The Offering Documents shall be approved by the Issuer upon or prior to the sale of the Obligations.
9. Recommend the advisability of obtaining a credit rating or ratings and coordinate the preparation of such information required for submission to the rating agencies. Where the advisability of personal presentation of information to the rating agencies is appropriate, arrange for such personal presentations and be represented at such presentations.
10. Represent the Issuer at the sale of the Obligations by negotiating with the lender(s) and/or underwriter(s) to ensure the bonds/loans are sold on favorable terms and conditions or, if bonds are sold at competitive sale, tabulate the bids and make a recommendation as to the best bid.
11. Consult with bond counsel and with counsel of the Issuer's choice relative to minutes, resolutions, and proceedings necessary to authorize the Obligations supporting the Issue.
12. Coordinate with Bond Counsel to make appropriate arrangements for the delivery of the Obligations to the purchaser and lender/underwriter.

13. Assist in the closing process of the financial transactions and delivery of the proceeds.
14. Perform such other duties as are customary in the performance of Municipal Advisory services as necessary, in the judgment of the Municipal Advisor, or as requested by the Issuer.

II.

Compensation

As full compensation for its services as Municipal Advisor in connection with said indebtedness, the Issuer agrees to pay the Municipal Advisor an amount equal to .80 of one percent (.80%) of the principal amount of said indebtedness incurred by the Issuer, plus the out-of-pocket expenses incurred in printing and distributing the offering material for such indebtedness. Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the Issuer and only out of such proceeds. Said compensation shall be the only compensation payable to the Municipal Advisor under this Contract; and the Municipal Advisor shall not be entitled to claim or receive any amount from the Issuer for its duties hereunder unless and until evidences of indebtedness of the Issuer shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the Issuer shall not give rise to or increase the compensation of Municipal Advisor thereunder.

III.

Term

This Contract shall become effective at the date of acceptance by the **Midwest City Municipal Authority** set out herein and below and continue in effect until terminated. This Contract may be terminated with or without cause by the **Midwest City Municipal Authority** upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to the Municipal Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Contract.

IV.

Municipal Advisor Fiduciary Duty

As a municipal advisor registered as such with the U.S. Securities and Exchange Commission ("SEC"), the Municipal Advisor acknowledges its fiduciary duty, including both a duty of care and a duty of loyalty, to the **Midwest City Municipal Authority**.

- exercising due care in performing Municipal Advisory activities,
- possessing the degree of knowledge and expertise needed to provide the client with informed

advice,

- making a reasonable inquiry as to the facts that are relevant to a customer's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the customer,
- Undertaking a reasonable investigation to determine that the Municipal Advisor is not basing a recommendation on materially inaccurate or incomplete information,
- For engagements involving the issuance of municipal securities or a municipal financial product that is related to an issuance of municipal securities, undertaking a thorough review of the official statement unless otherwise directed by the customer and documented in writing,
- Having a reasonable basis for any advice provided, any representations made in certificates The Municipal Advisor signs that will be relied upon by the customer, other parties or investors, and any information provided to the customer or other parties when participating in the preparation of an official statement,
- Dealing honestly and with the utmost good faith with a municipal entity or not-for-profit customer,
- Acting in the customer's best interests without regard to the financial or other interest of the Municipal Advisor,
- Eliminating or providing full and fair disclosure of all material conflicts, and
- Considering other alternatives to any recommended municipal securities transaction or municipal financial product that might serve the customer's objectives.

Conflicts of Interest

Municipal Securities Rule Board (“MSRB”) rules require that a municipal advisor must disclose to the Issuer all material conflicts of interest that exist between it and the Issuer.

The Municipal Advisor has no known conflicts of interest with the **Midwest City Municipal Authority**.

Disclosure of Information Regarding Legal Event and Disciplinary History

The U.S. Securities and Exchange Commission (“SEC”) requires that municipal advisors provide their municipal advisory clients with certain disclosures of legal or disciplinary events material to the Issuer’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Disclosures that a municipal advisor is to make available on its SEC Form MA consist of information regarding any criminal action, regulatory actions,

investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations and civil litigation.

The date of the last addition to the legal and disciplinary event disclosures on SEC Form MA was October 22, 2018. The basis for this addition was to disclose a regulatory disciplinary event administered by the SEC and resolved on June 18, 2015.

The Municipal Advisor's most recent SEC Form MA and Form MA-I filings may be electronically accessed utilizing the search feature available through the SEC Edgar website at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

V.

Execution and Acknowledgement

In Witness Whereof, the parties hereto have caused the Contract to be signed in duplicate originals as of the date and year specified herein.

The Baker Group LP (“Municipal Advisor”)

By: _____

Name: J. Greg Nieto

Title: Senior Vice President & Director of Public Finance

Midwest City Municipal Authority (“Issuer”)

By: _____

Name: _____

Title: Chairman of Trustees

DATE EFFECTIVE: _____



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



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 739-1215 or email pmenefee@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.



NEW NOTICE: The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

March 26, 2019 - 6:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
1. Discussion and consideration of approving the minutes of the regular meeting of March 12, 2019, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
 3. Discussion and consideration to enter into a contract to purchase 2905 N Woodside DR from Felix & Allen, Inc, for a total cost not to exceed \$121,000; to authorize payment for the purchase price and Closing costs; and to authorize the Chairman to execute all documents associated with this transaction. (Economic Development - R. Coleman)
- 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.



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

March 12, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:28 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: none.

CONSENT AGENDA. Allen made a motion to approve the Consent Agenda, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of February 26, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$2,244,250.

DISCUSSION ITEM.

1. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2018 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** After discussion, Eads made a motion to accept the report, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 7:31 PM, Eads made a motion to go into executive session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

At 8:28 PM, Eads made a motion to return to open session and take no action, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:28 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

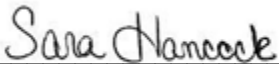
From: Sara Hancock, Secretary

Date: March 26, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.


Sara Hancock, Secretary



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

MEMORANDUM

To: Honorable Chairman Dukes and Trustees

From: Robert Coleman / Director of Economic Development

Date: March 26, 2019

Subject: Discussion and consideration to enter into a contract to purchase 2905 N Woodside DR from Felix & Allen, Inc, for a total cost not to exceed \$121,000; to authorize payment for the purchase price and Closing costs; and to authorize the Chairman to execute all documents associated with this transaction.

Architectural Design Group (“ADG”) is in charge of designing the proposed Midwest City Animal Center as part of its scope of work related to the Moving Forward 2018 Bond Issue. The MCMHA already owns the neighboring lots at 8485 E Reno AV (2.33 acres) and 2901 N Woodside DR (1.21 acres), but ADG felt it was also necessary to purchase 2905 N Woodside DR (1.32 acres) to ensure there was enough property for the project.

Brandon Bundy, assistant city engineer, and Robert Coleman, director of economic development approached the owners, Dewan Felix and Matthew Allen, about selling 2905 N Woodside DR. They agreed to do so for current market value (\$121,000) plus Closing costs. They also asked for permission to remove the structures from the property since the City would have to demolish them anyway.

The attached Contract for Sale outlines terms and conditions in accordance with the Owners’ requests. If approved, we estimate Closing on the Property to occur between May 15 – June 14, 2019.

Air & Earth Environmental conducted a Phase 1 Environmental Site Assessment and Chicago Title Co. has executed a title search on the property. Staff finds no reason for concerns with purchasing the site at this time, and recommends approving the execution of the attached Contract for Sale in accordance with ADG’s suggestion.

Please contact my office at (405) 739-1218 with any question.

ROBERT COLEMAN
Director of Economic Development

Attachments: Contract
Map of General Vicinity, Site Photos
Draft Site Plan of Future Midwest City Animal Shelter

2905 N Woodside Avenue

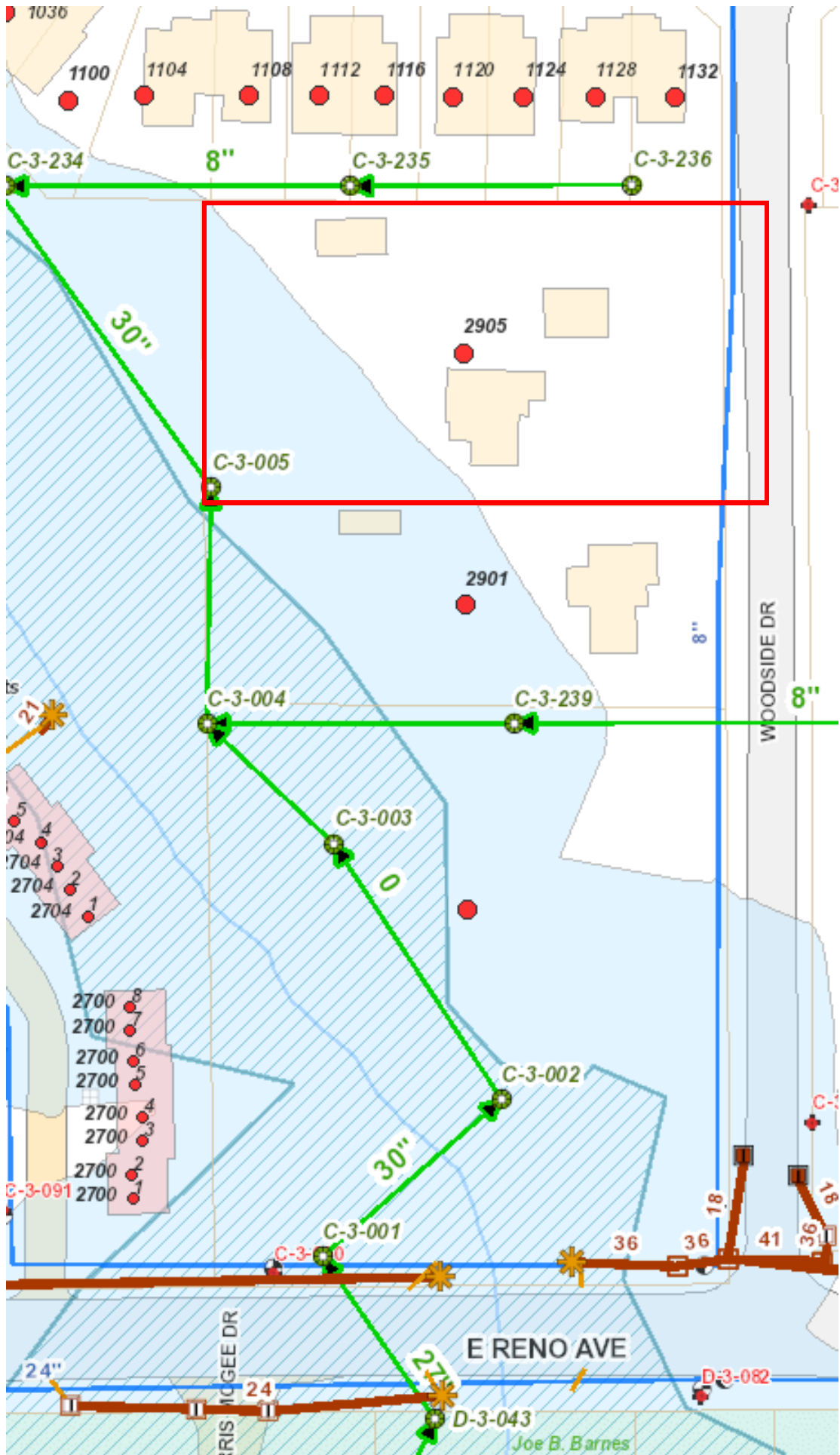
Real Property Display - Screen Produced 2/6/2019 8:29:47 AM								
Account: R156507910	Type: Residential		Location:	2905 N WOODSIDE DR				
Building Name/Occupant:				Map Parcel	MIDWEST CITY			
Owner Name 1:	FELIX & ALLEN INC		1/4 section #:	2539				
Owner Name 2:				Parent Acct:				
Billing Address 1:	409 W BLUERDIGE DR		Tax District:	TXD 552				
Billing Address 2:				School System:	Mid-De1 #52			
City, State, Zip	MIDWEST CITY, OK 73110		Land Size:	1.32 Acres				
Associated	Land Value: 9,768		Lot Dimensions:	Width Depth				
Personal Property				Treasurer:	Click to View Taxes			
Sect 35-T12N-R2W Qtr SW		UNPLTD PT SEC 35 12N 2W Block 000 Lot 000		Subdivision Sales				
Full Legal Description: UNPLTD PT SEC 35 12N 2W 000 000 PT OF SW4 SEC 35 12N 2W N175FT OF E 1/2 OF SE4 OF SW4 TR 5								
Photo & Sketch (if available)		Comp Sales Address/Date/Price (ordered by relevancy)			Report Coming Soon			
		8912 NE 4TH ST MIDWEST CITY, OK 73110-7718			09/02/2016	\$80,000		
		8813 NE 2ND ST MIDWEST CITY, OK 73110-7701			06/09/2017	\$100,000		
		8809 E MAIN MIDWEST CITY, OK			02/14/2017	\$115,000		
		329 N DOUGLAS BLVD MIDWEST CITY, OK 73130-3201			08/19/2015	\$40,000		
		3124 DEL REY DR, MIDWEST CITY, OK			10/25/2014	\$100,000		
		1121 CEDAR HILL PL, MIDWEST CITY, OK 73110-7623			02/16/2016	\$99,000		
Valuation History (*2018 Tax amounts are estimates only, please see the County Treasurer for actual tax.)								
Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Tax	Tax Savings
2018	121,000	87,929	9,672	0	9,672	110.22	1,066.07	400.96
2017	110,500	83,742	9,211	0	9,211	111.95	1,031.24	329.51
2016	101,000	79,756	8,772	0	8,772	115.06	1,009.44	268.88
2015	75,959	75,959	8,355	0	8,355	119.81	1,001.07	0.00
2014	79,697	79,697	8,766	0	8,766	119.67	1,049.11	0.00
--	--	>	>	[1/4]				
Property Account Status/Adjustments/Exemptions								
Account #	Grant Year	Exemption Description			Amount			
R156507910	2015	5% Capped Account			0			
Property Deed Transaction History (Recorded in the County Clerk's Office)								
Date	Type	Book	Page	Price	Grantor	Grantee		
8/4/2016	Hmstd Off &	13200	485	0	INNOVATIVE HOME RENONVATIONS INC	FELIX & ALLEN INC		
8/9/2013	Deeds	12335	1052	34,500	FANNIE MAE	INNOVATIVE HOME RENOVATIONS INC		
3/5/2013	Deeds	12215	818	56,500	NELON PAULA KAY	FANNIE MAE		
12/8/2004	Hmstd Off &	9560	1983	0	NELON J L TRUST NELON PAULA KAY CO TRS	NELON PAULA KAY		
11/24/2004	Hmstd Off &	9560	1981	0	NELON J L CO TRUSTEES NELON STEVEN B CO TRS ETAL	NELON PAULA KAY		
--	--	>	>	[1/2]				
Last Mailed Notice of Value (N.O.V.) Information/History								
Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed		
2018	04/16/2018	121,000		87,929	9,672	0		
2017	03/17/2017	110,500		83,742	9,211			
2016	03/28/2016	101,000		79,756	8,772	0		
2014	04/02/2014	79,697		79,697	8,766	0		
2013	03/27/2013	83,429		74,917	8,240	0		
--	--	>	>	[1/2]				
Property Building Permit History								
Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status		
No Building Permit records returned.								
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	1958	1,544	1 Stories		



N WOODSIDE AVENUE

E RENO AVENUE

97 ft





2905 N Woodside AV	\$121,000.00
Phase 1 ESA	\$ 2,100.00
Boundary Survey	\$ 750.00
Legal	\$ 650.00
Other Closing Costs	\$ 2,150.00
Contingency	\$ 350.00
Total Estimated Cost	\$127,000.00

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of _____, 2019, by and between Felix & Allen, Inc., an Oklahoma corporation (the "Seller"), and Midwest City Memorial Hospitality Authority, an Oklahoma public trust (the "Buyer"), is made with reference to the following facts:

- (i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, located at 2905 N. Woodside Drive, Midwest City, Oklahoma and more particularly described on Exhibit "A," attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereunto belonging.
- (ii) Seller desires to sell and Buyer desires to purchase such real property, all improvements thereon and appurtenances thereunto belonging in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the real property described on Exhibit "A" attached hereto, all improvements thereon and appurtenances thereunto belonging, together with all minerals owned by Seller, (the "Property"), for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be One Hundred Twenty One Thousand Dollars (\$121,000.00), payable in cash at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place determined by the Buyer after the expiration of the Access and Feasibility Study period set forth below, but no sooner than sixty (60) days after the expiration Access and Feasibility Study period and no later than ninety (90) days after the expiration of the Access and Feasibility Study period.

4. Title Material. Buyer shall obtain a commitment for title insurance from First American Title Insurance Company on said Property showing a merchantable title in the Seller, according to the standards adopted by Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown herein. The Buyer shall have ten (10) days to have the commitment examined and furnish any objections in writing to the Seller, or its agents herein, and the Seller shall have not to exceed thirty (30) days from the notice thereof to correct such defects, unless such time is further extended by

agreement in writing. Said commitment is to be delivered to the attorney for Buyer, Katharine C. Oakley, 3048 N. Grand Boulevard, Oklahoma City, Oklahoma, 73107, for examination.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) **Title.** Seller has good and marketable title to the Property, subject to no mortgage, pledge, lien, encumbrance, security interest, charge or rights of others, which will not be satisfied out of the proceeds at Closing.

(b) **Leases.** There is a lease on the Property which Seller shall terminate prior to Closing.

(c) **Litigation.** There is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(d) **Labor and Materials.** All bills for work done or material furnished with respect to the Property have been paid in full and discharged by law.

(e) **Options.** Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(f) **Taxes.** All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2019 shall have been paid in full and discharged prior to Closing.

(g) **Hazardous Substances.** Seller has not received notice of noncompliance of applicable environmental statutes, regulations, orders, decisions and restrictions from any governmental authority.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; that Buyer is acquiring the Property for a public purpose; and that the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing.

6. Access and Feasibility Study. Seller shall provide Buyer, its agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which it shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property and that appropriate percolation tests may be conducted. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, within forty-five (45) days after the execution of this Agreement, Buyer should determine that the Property is unsuitable, Buyer may, at its option, (i) accept the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event neither party shall have any further obligations to the other hereunder.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted, except as set forth in Paragraph 21(b) below. Buyer accepts the Property in its current state and condition without any further work, repairs, treatment or improvements.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at its option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest, charge or rights of others, except such matters as shall have been approved by Buyer in writing. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing, except as set forth in Paragraph 21(b) below.

8.6. Minerals. Seller shall convey to Buyer all oil, gas and other mineral rights owned by Seller in connection with the Property.

8.7. Environmental Audit. Buyer shall have the absolute right to conduct, at Buyer's expense, a Phase I and/or Phase II Environmental Audit to determine that the Property is suitable for the needs of Buyer. Buyer shall have until the expiration of the Access and Feasibility Study period to notify Seller of the acceptability of such Audit. If no notice is given to Seller by Buyer within such time, the Audit shall be deemed acceptable.

8.8. Survey. Buyer may obtain a survey of the Property in a form acceptable to induce survey protection under the title commitment called for herein, said survey to reflect that the Property is not within any flood plain and is not affected by any easements or rights of way that would render the Property unsuitable for utilization by the Buyer. The cost of such Survey shall be paid by Buyer.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all its obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Seller's Default. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder.

10.3. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at its option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded attorney fees and costs.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Buyer shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law, if any.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2019 shall be prorated on the basis of the calendar year 2019 between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under Paragraph 2 hereof.

11.5. Possession. Seller shall deliver possession and Buyer shall take possession of the Property upon the closing of this transaction.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, any surveys, prior title policies, building plans, environmental reports, or soil reports, pertaining to the Property, that the Seller has in its possession or to which it is entitled to possession or access.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and title policy: Buyer; b) Survey: Buyer; c) Closing or escrow fee: Buyer; d) Documentary Stamps: Buyer. Each party will bear and pay its own expenses of negotiation and consummating the transactions contemplated hereby.

14. Brokers. The parties agree that there has been no broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the nondefaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, confirmed facsimile, e-mail, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Felix & Allen, Inc.
409 W. Blueridge Drive
Midwest City, OK 73110

E-mail: felixandallenrealty@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

City of Midwest City
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
E-mail: rcoleman@midwestcityok.org

Copy to:

Katharine C. Oakley
3048 N. Grand Blvd.
Oklahoma City, OK 73107
E-mail: katieoakley786@gmail.com

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Miscellaneous Provisions. The parties agree as follows:

(a) Real Property Disclosure. The Seller is unaware of any material facts that would affect the value of the Property, except those observable by the Buyer or known to the Seller and disclosed in this Agreement.

(b) Seller's Option to Remove Structures. The parties acknowledge there are two existing structures on the Property - (1) a 1544 sq. ft. single-family dwelling, and (2) a 624 sq. ft. detached two-car garage. Buyer agrees that

Seller may remove these structures from the Property prior to Closing, subject to the following conditions:

- (i) Seller is solely responsible (from which it shall indemnify and hold Buyer harmless) for all aspects associated with the removal of the structures from the Property, including but not limited to permitting, insurance, transportation, costs, utility disconnection and liability;
- (ii) If Seller elects to remove structures, all removal must be completed prior to Closing. Any materials or structures remaining on the Property at Closing shall remain a part of the Property and become the property of Buyer upon the Closing of this transaction;
- (iii) Seller shall not allow any liens to attach to the Property, which cannot be satisfied out of the proceeds at Closing. All bills associated with the removal of the structures shall be paid and discharged at or prior to Closing;
- (iv) Seller shall provide Title Company with any requested documentation including lien releases, lien waivers, affidavits, etc. so that Title Company is able to issue an Owner's Policy at Closing; and
- (v) The removal of any structures shall not cause Closing to be delayed.

(c) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(d) Tenant and Lease. The parties acknowledge there is currently a tenant occupying the Property pursuant to a lease which expires in October 2019. Seller, at its sole cost and expense, shall be responsible for terminating the lease and relocating the tenant prior to Closing. Seller shall deliver the Property free and clear of any leases and tenants and shall indemnify Buyer with regards to same. Seller shall provide Title Company with any requested documentation with respect to said lease and tenant so that Title Company may issue an Owner's Policy at Closing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“SELLER”

FELIX & ALLEN, INC.,
an Oklahoma corporation

By: _____

Name: Matthew Allen

Title: _____

By: _____

Name: Dewan Felix

Title: _____

“BUYER”

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, an Oklahoma public trust

By: _____

Matthew D. Dukes II, Chairman

EXHIBIT "A"

The North 175 feet of the East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, State of Oklahoma, as shown by the Government Survey thereof.



NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on YouTube and the City's website within 48 hours at www.youtube@midwestcityok.org.



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 739-1215 or email pmenefee@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.



NEW NOTICE: The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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.



MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

March 26, 2019 - 6:03 PM

A. CALL TO ORDER.

B. DISCUSSION ITEM.

1. Discussion and consideration of approving the minutes of the special meeting of February 12, 2019, as submitted. (City Clerk - S. Hancock)

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. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)



DISCUSSION ITEM



A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Special Midwest City Economic Development Authority Meeting Minutes

February 12, 2019 – 6:03 PM

This meeting was held in the Midwest City Council Chambers, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Vice Chairman Pat Byrne called the meeting to order at 6:39 PM with the following members present: Trustees: Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Chairman Dukes.

CONSENT AGENDA. Bowen made a motion to approve the Consent Agenda, as submitted, seconded by Moore. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

1. Discussion and consideration of approving the minutes of the special meeting of January 22, 2019, as submitted.
2. Discussion and consideration of approving and entering into an engagement letter with Grant Thornton, LLP to perform GAAP audits for the calendar year ending December 31, 2018 for Sooner Town Center (STC), LLC and STC Lowe's, LLC in an amount not to exceed \$45,200 in audit fees plus \$3,164 in administrative fees and authorizing the city manager to act on behalf of the Authority during the audit to provide information, oversee the audit process and make determinations as required.

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

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** No executive session was needed.
2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** No executive session was needed.

ADJOURNMENT. There being no further business, Acting Chairman Byrne adjourned the meeting at 6:41 PM.

ATTEST:

SARA HANCOCK, Secretary

PAT BYRNE, Acting Chairman



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218/Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: March 26, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman
Economic Development Director