



MIDWEST CITY

MEETING AGENDAS FOR

April 9, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City YouTube channel: City of Midwest City.



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.





CONSENT AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

April 09, 2019 – 6:00 PM

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Carl Albert JR ROTC Cadets Male and Norton
- Community-related announcements and comments
- Mayoral proclamation for Sgt. Larry Day and Fair Housing Month
- Grant Award Presentation by Mr. Brian Dougherty, OKC Community Foundation; Parks and Public Spaces Initiative
- 2019 National 9-1-1 Proclamation

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 26, 2019, as submitted. (City Clerk - S. Hancock)
- 2.** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Emergency Operations Fund, revenue/Transfers In (00) \$409. Capital Improvements Fund, expenses/Capital Improvements (57) \$4,000. (Finance - C. Barron)
- 3.** Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan. (Finance - C. Barron)
- 4.** Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2019/2020 at the rate of \$2.15 per employee per month for an aggregate attachment point of \$6,774,722 and \$77.75 per employee per month for a specific attachment point of \$150,000 per covered person. (Human Resources - C. Wilson)
- 5.** Discussion and consideration of accepting maintenance bonds from Tri-Sec Plumbing, LLC in the amount of \$500.00 for the water line improvements located at 537 Eddie Dr. (Community Development - P. Menefee)

6. Discussion and consideration of accepting a Temporary Easement for the accessing of property adjacent to the Orchard Addition and the surrounding areas located at 9020 S.E. 25th Street. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (This item is a continuation of the work approved at the March 12th, 2019 Capital Improvements Program Committee meeting.) (Community Development - P. Menefee)
7. Discussion and consideration of awarding the bid to and entering into a contract with Parathon Construction in the amount of \$154,317.25 for the Woodman Drive Cul De Sac construction project from Phase IV of the North Oaks revitalization program. (Community Development - P. Menefee)
8. Discussion and consideration of amending the project agreement for Federal-aid Project Number STPG-255F(482)AG, State Job Number 33739(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$439,810.00 to construct the Midwest City Signals to be installed at the following two intersections: Douglas Boulevard and Orchard Boulevard and Air Depot at the Rail with Trail crossing. (Community Development - P. Menefee)
9. Discussion and consideration of 1) acceptance of a 2019 Oklahoma City Community Foundation (OCCF) grant in the amount of \$7,600 for trees and amenities along the Midwest City Spirit Trails; 2) approving and entering into an agreement with the OCCF which establishes the terms and conditions of the grant; and 3) authorizing the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant. (Grants Management - T. Craft)
10. Discussion and consideration of 1) approving a change order in the amount of \$22,770.00 with SafetyCom, Inc. for additional equipment to encrypt the outdoor warning sirens, and 2) purchasing the necessary encrypted radio equipment from Total Radio in the amount of \$29,973.24 per the Oklahoma State Wide Contract #SW1053M, Public Safety Communication Equipment - Motorola Solutions. (Emergency Management - M. Bower).
11. (TS-436) Discussion and consideration of a request for adding STOP or YIELD controls at the intersection of S.E. 18th Street and Choctaw Wood Drive. (Community Development - P. Menefee)
12. Discussion and consideration of approving the Mayor's appointment of Farley Ward as a Municipal Judge and Alternate Judge. (City Manager - G. Henson)
13. Discussion and consideration of declaring one (1) Sharp MX-350IN copier and (4) Lights, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (Police - B. Clabes)

D. DISCUSSION ITEMS.

- 1.** Discussion and consideration of appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Continued from March 26, 2019 Council meeting) (Community Development - B. Harless)
- 2.** Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission. (Continued from March 26, 2019 meeting.) (Community Development - B. Harless)
- 3.** Discussion and consideration of 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. (J. Horn, City Prosecutor)
- 4.** Discussion and consideration of the potential expansion of the school resource officer program to Carl Albert High School and related funding decisions pertaining to the program. (Police - B. Clabes)
- 5.** Consider and adopt a Resolution authorizing the sale of \$17,250,000 General Obligation Bonds of the City of Midwest City, Oklahoma, fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law and declaring an Emergency. (City Manager - G. Henson)

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

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session as allowed under Title 25 SS 307(B)(1) to discuss the employment, hiring, appointment or promotion for the new City Manager Position and 2) taking action as discussed in executive session. (City Attorney - H. Poole)

G. FURTHER INFORMATION.

1. Discussion and consideration of an ordinance adding Chapter 36.5, Small Wireless Facilities to the Midwest City Municipal Code; adding the following sections in the new chapter: Section 36.5-1, Statement of Purpose; Section 36.5-2, Definitions; Section 36.5-3, Small Wireless Facility Permitting Regulations; Section 36.5-4, Requirements and Conditions; Section 36.5-5, Abandonment; Section 36.5-6, Indemnification; Section 36.5-7, Insurance and Bonds; and Providing for Repealer and Severability; and Declaring an Emergency. (Community Development - B. Harless)

H. ADJOURNMENT.

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 26, 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 6:02 PM with the following members present: Councilmembers 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: Susan Eads.

OPENING BUSINESS. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Reed. Council and Staff made community-related announcements. The MWC Masonic Lodge #532 presented a check to the Police Department for the Homeless Outreach Program. Mayor Dukes presented the MWC Tree Board with a proclamation for Arbor Week.

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

1. Discussion and consideration of approving the minutes of the regular meeting of March 12, 2019, as submitted.
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.
3. Discussion and consideration of accepting the City Manager's Report for the month of February, 2019.
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.

Consent Agenda continued.

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.
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.
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.
8. Discussion and consideration of approving Farley Ward as a candidate for Alternate Judge.
9. Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects.
10. Discussion and consideration of accepting the Monthly Neighborhood Services report for February 2019.
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.
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.
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.
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.
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.

DISCUSSION ITEMS.

1. **(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.** Staff and applicant, Jeremy Christianson, 2416 Forest Glen Dr., addressed the Council. Reed made a motion to approve Ordinance 3366, as submitted, seconded by Moore. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
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.** Staff, Crafton Tull Representative, and Joe Gibbs, 13152 Chickapin Oak Pl., addressed the Council. Reed made a motion to approve the Plat, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
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.** After Council discussion, Byrne made a motion to approve Resolution 2019-08, as submitted, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
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.** After Council discussion, Reed made a motion to reappoint Gary Perkins and Dale Milburn, as submitted, seconded by Bowen. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried. The Council took no action on replacing Travis Jernigan.
5. **Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission.** After Council discussion, Council took no action.
6. **Discussion and consideration of appointing a replacement for Tom Jordan on the Builders' Advisory Board.** After Council discussion, Moore made a motion to appoint Joe Bryant, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
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.** After Staff and Council discussion, Byrne made a motion to approve Ordinance 3365, as submitted, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

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

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

FURTHER INFORMATION.

1. Minutes of the March 5, 2019 Planning Commission meeting.
2. Minutes of the March 8, 2019 Park Land Review Committee Meeting.
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.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 6:52 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: April 9, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Emergency Operations Fund, revenue/Transfers In (00) \$409. Capital Improvements Fund, expenses/Capital Improvements (57) \$4,000.

The first supplement is needed to budget transfer in of unused portion of EMPG Additional Awards from Grants Fund. The second supplement is needed to budget cost of drainage improvements for Caldwell Drive in excess of original estimate.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

April 9, 2019

Fund EMERGENCY OPERATIONS (070)		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	Transfers In	409			
		<u>409</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To budget transfer in of unused portion of EMPG Additional Awards from Grants Fund.					

Fund CAPITAL IMPROVEMENTS (157)		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>
57	Capital Improvements			4,000	
		<u>0</u>	<u>0</u>	<u>4,000</u>	<u>0</u>
Explanation: To budget cost of drainage improvements for Caldwell Drive in excess of original estimate. Funding to come from fund balance.					



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: April 9, 2019

SUBJECT: Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan.

Due to rainy and cold weather conditions, year-to-date revenue collections for the golf course are only at 75% of budget. Therefore, it is necessary to provide a loan from City Fund 45-Welcome Center and City Fund-Parks and Recreation to Municipal Authority Fund 197 – John Conrad Golf to fund continuing operations.

Christy Barron

Christy Barron
Finance Director



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: April 9, 2018

Re: Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2019/2020 at the rate of \$2.15 per employee per month for an aggregate attachment point of \$6,774,722 and \$77.75 per employee per month for a specific attachment point of \$150,000 per covered person.

Attached is a copy of an agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide and administer stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2019/2020. The rates in this agreement reflect an 8.91% increase in fees over last year.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, Human Resources Director



**BlueCross BlueShield
of Oklahoma**



EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name: City of Midwest City
 Employer Group Address: 100 N. Midwest Blvd.
 City: Midwest City State of Situs: OK Zip Code: 73110-4319
 Account Number: 621602
 Employer Group Number(s): 621602
 Current Effective Date of Policy 07/01/2019
 Current Policy Period: These specifications are for the Policy Period commencing on 07/01/2019 and ending on 06/30/2020
 Claim Administrator: Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company.

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. Aggregate Stop Loss Coverage: Yes No

If yes, complete items 1. through 9. below.

1. New Coverage Renewal of Existing Coverage
2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- Dental Claims
- For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Average Claim Value: \$847.68 : (per Employee per month)

- Includes Claim Administrator's Provider Access Fee
- Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% [110% - 125%] of the Average Claim Value

5. Aggregate Attachment Claim Liability:

a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factor(s):

\$1,059.60 for each Coverage Unit

\$1,059.60 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims if any, that exceed the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$6,774,722.

b. The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment shall be the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss Coverage.

8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$2.15 for each Coverage Unit

\$2.15 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of 234 Employee Coverage Units and 358 Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: Yes No

If yes, complete items 1. through 6. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
 Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
 Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
 Dental Claims
 For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims
 Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

- a. The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$150,000 per Covered Person. Such amount shall apply for the current Policy Period.
Point of Attachment: Includes Claim Administrator's Provider Access Fee
 Excludes Claim Administrator's Provider Access Fee
- b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the current Policy Period up to the Point of Attachment specified in item b.4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims):

- a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in item B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on _____ and ending on _____).
- b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlements for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

- Annual Premium (Due on the first day of the current Policy Period): \$_____
 Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$77.75 for each Coverage Unit

\$77.75 for each Family Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of the billing.

7. The premium is based upon a current membership of 234 Coverage Units and 358 Family Coverage Units.

Additional Provisions:

Retirees Covered: Yes No

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Lynnette Davis *Lynnette Davis 03/04/2019*

Sales Representative

Signature of Authorized Purchaser

Ribar Said

Name of Underwriter

Mayor Matthew D. Dulkes II

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Exhibit approved by Underwriting: Name of Underwriter:
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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 : April 9th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from Tri-Sec Plumbing, LLC in the amount of \$500.00 for the water line improvements located at 537 Eddie Dr.

The one year maintenance bonds from Tri-Sec Plumbing, LLC are for the water line improvements installed in conjunction with the new Cox Communications control center located at 537 Eddie Drive.

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

Bond # NOK1115

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Tri-Sec Plumbing, LLC, as Principal, and Merchants Bonding Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Five Hundred and No/Cents dollars (\$ 500.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Fireline In The Vicinity Of 537 Eddie Drive (the "Improvement"), for a period of One years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Patterson & Dewar Engineers, Inc., dated the 28th day of November, 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 28th day of November, 2018.

Tri-Sec Plumbing, LLC
Principal

ATTEST:

By Jerry L. Baker
Jerry Baker, President

Secretary

Merchants Bonding Company
Surety

ATTEST:

By John Cate
John Cate, Attorney-In-Fact

Secretary

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

City Attorney

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

City Clerk

Mayor

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Christine D Walck; John Cate; John Gipson; Lynne E Pierce

of **Norman** and State of **Oklahoma** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

SIX MILLION (\$6,000,000.00) DOLLARS

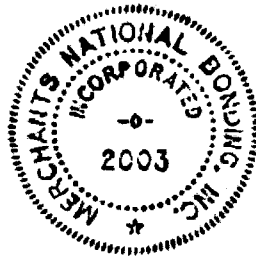
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of August, 2014.



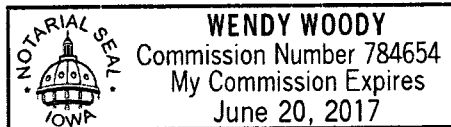
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



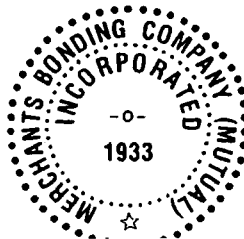
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28 day of November 2018



William Warner Jr.
Secretary

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

PROJECT NAME: COX MIDWEST CITY FACILITY

PROJECT LOCATION: 537 EDDIE DRIVE, MIDWEST CITY OK 73110

TYPE OF CONSTRUCTION: NEW COMMERCIAL

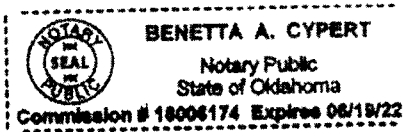
OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 46,355.00 less the City of Midwest City, Engineering Division Inspection Fees.

By Michael Berube
OWNER

Date: 3/12/2019
~~6-19-22~~ ^{M.B.}

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 12 day of March, 2019, personally appeared Michael Berube, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-19-22

Benetta A. Cypert
NOTARY PUBLIC

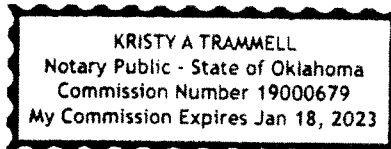
CONTRACTOR'S LIEN WAIVER

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 Jerry L. Baker
CONTRACTOR

Date: 3-14-19

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 14th day of March, 2019, personally appeared Jerry L. Baker, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1-18-23

Kristy A Trammell
NOTARY PUBLIC



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: April 9th, 2019

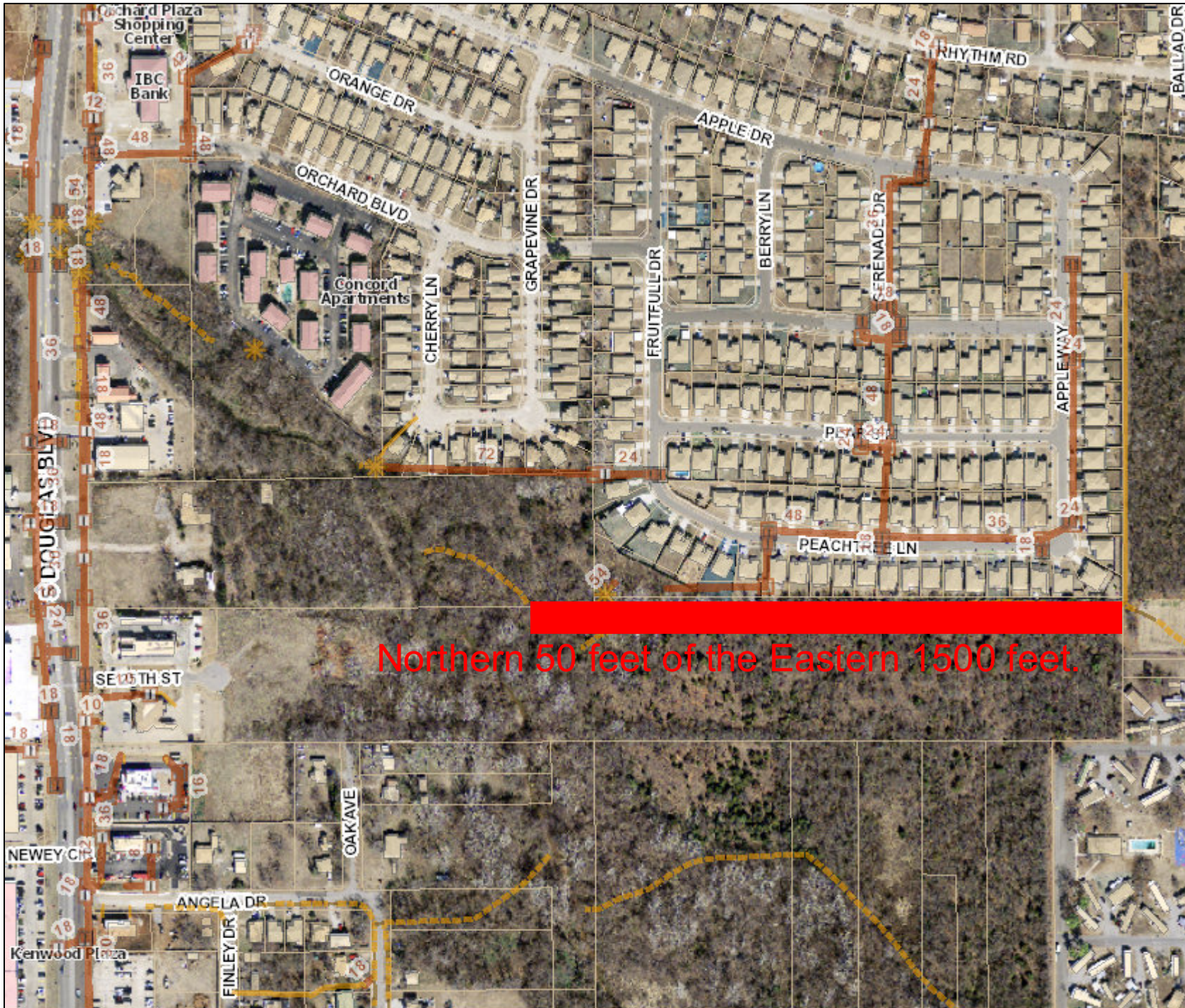
Subject: Discussion and consideration of accepting a Temporary Easement for the accessing of property adjacent to the Orchard Addition and the surrounding areas located at 9020 S.E. 25th Street. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (This item is a continuation of the work approved at the March 12th, 2019 Capital Improvements Program Committee meeting.)

This temporary easement, dedicated by J. Lou Properties, L.L.C., is providing access to the property so that a survey and some potential grade and clearing work can be done to evaluate the best course of action concerning the drainage issues in the area. As noted above, the C.I.P. committee voted their approval to have staff do an assessment of the area. Once this assessment is complete, the committee will be reconvened and options will be presented to them for approval.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments



Northern 50 feet of the Eastern 1500 feet.



1 in = 339 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That J Lou Properties LLC, (grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The northern 50 feet of the eastern 1500 feet of the following described parcel of land.

UNPLTD PT SEC 12 11N 2W 000 000 PT SW4 SEC 12 11N 2W BEG 1428.99FT N & E60FT OF SW/C SW4 TH N100FT SE35.39FT E245FT RIGHT ON CURVE NE59.08FT N115.34FT E2243.82FT S329.98FT W2244.42FT N115.54FT RIGHT ON CURVE NW59.08FT W245FT SW35.32FT TO BEG CONT 17.42ACRS MORE OR LESS

This easement, effective upon the commencement of activity, is granted for the sole purpose of granting access to the City of Midwest City, its officers, agents, contractors and employees access to the above described property to go upon, clean, clear, grade, mow and survey the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF THE ABOVE DESCRIBED ACTIVITIES. aka 9020 SE 15th Street (R153824000)

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor(s) herein by reason of the construction and maintenance of such improvements.

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 26th day of MARCH, 2019

J Lou Properties LLC

[Signature]
MANAGER

STATE OF OKLAHOMA _____)
)ss.
COUNTY OF OKLAHOMA _____)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 26 day of March, 2019 personally appeared JEFF JOHNSON as Manager of J Lou Properties LLC to me known to be the identical person(s) who executed the within and foregoing instrument as Manager of J Lou Properties LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and as the act and deed of J Lou Properties LLC.

WITNESS, my hand and seal this 26th day of March

My Commission expires: 6/15/2020

[Signature]
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110



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: April 9th, 2019

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Parathon Construction in the amount of \$154,317.25 for the Woodman Drive Cul De Sac construction project from Phase IV of the North Oaks revitalization program.

Bids were received on March 26th, 2019 for the above referenced project. Staff recommends award of the bid to Parathon Construction which submitted the lowest and best bid meeting specifications in the amount of \$154,317.25. Attached are the bid tabulations for the four bids received for the project, plus the engineer's estimate. The reason for the bids being higher than the estimate is due to the current rise in concrete material prices. The funds for this project are in the (157) Capital Improvements budget under the description, North Oaks Cul-De-Sac Phase 4.

Staff recommends awarding the bid to Parathon Construction.

Patrick Menefee, P.E.
City Engineer

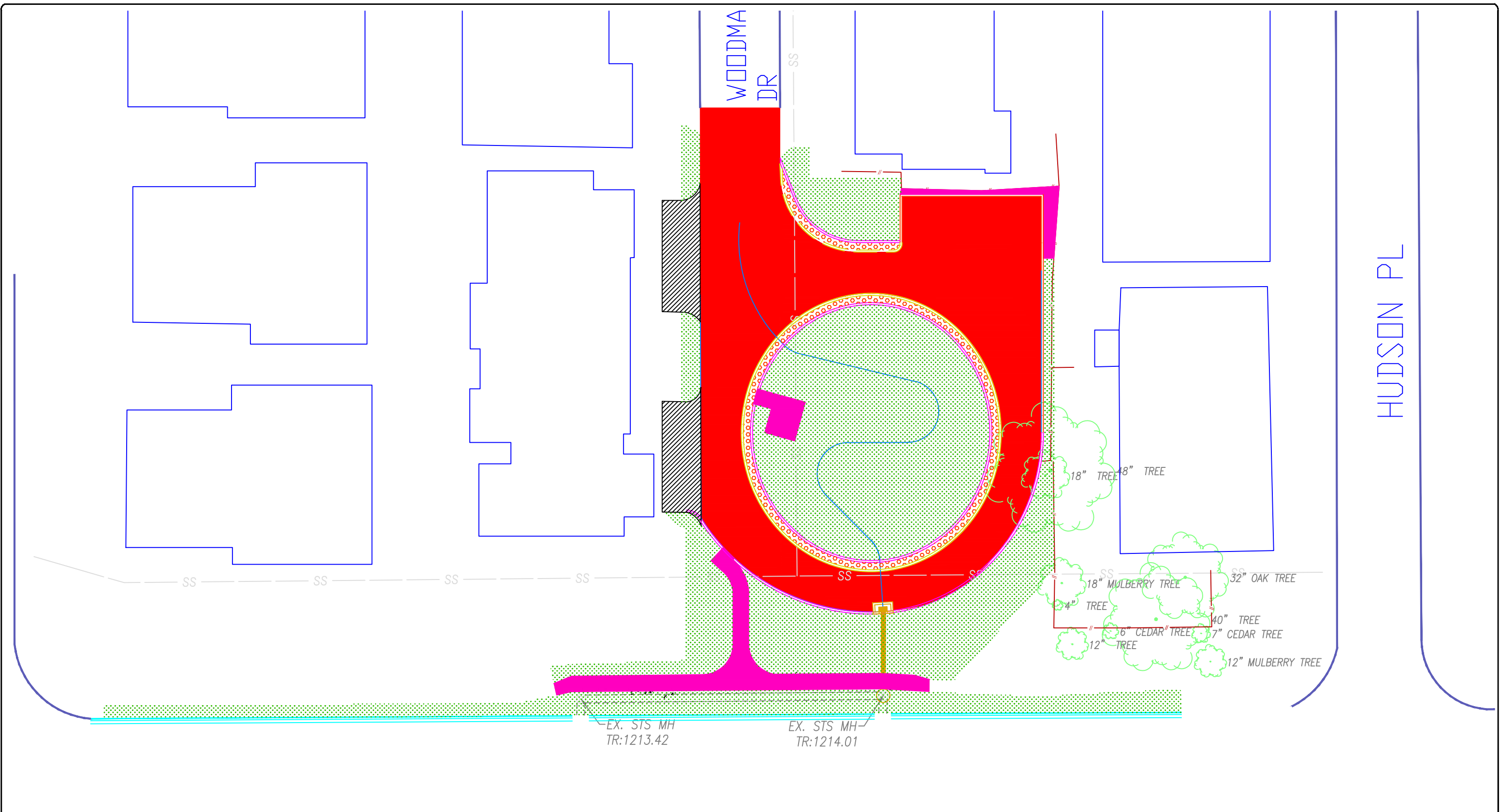
Attachments



1 in = 49 ft

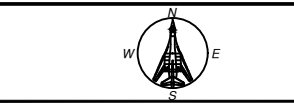
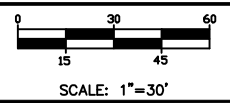
when printed actual size
on 11"x17" paper

DISCLAIMER
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RENO AVE

TUBE #	CITY INSPECTOR
	COMPLETION DATE: 2018
	PROJ. NO. 1295
	CONTRACTOR
	DWG. NAME



PROJECT
**MIDWEST CITY
 WOODMAN DR CUL DE SAC
 NORTH OAKS**

SHT. NAME
 PAVING SHEET

SHT. NO.
 5



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : April 9th, 2019

SUBJECT : Discussion and consideration of amending the project agreement for Federal-aid Project Number STPG-255F(482)AG, State Job Number 33739(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$439,810.00 to construct the Midwest City Signals to be installed at the following two intersections: Douglas Boulevard and Orchard Boulevard, and Air Depot at the Rail with Trail crossing.

This is an item previously heard and approved on February 12th, 2019. The federal funds are needed in connection with the proposed construction of the signals at Douglas Boulevard and Orchard Boulevard, and Air Depot at the Rail with Trail crossing. Being part of ODOT's safety project program, the project will be funded by 100% federal funds.

This item is being re-presented to council due to an accounting error by ODOT's comptroller office. ODOT asked to have the agreement reapproved and submitted back to them to process. The amendment will not have an impact on the project's bid date, scheduled for this June.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**AMENDED PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIDWEST CITY**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of MIDWEST CITY, hereinafter referred to as the “City,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Division	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33739(04)	STPG -255F (482) AG	SAFETY IMPROVEMENT	MIDWEST CITY: SIGNALS TO BE INSTALLED AT THE FOLLOWING LOCATIONS; DOUGLAS BLVD AND ORCHARD ST, AIR DEPOT AND RAIL WITH TRAIL LOCATION

WITNESSETH

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the City has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the City assume certain financial responsibilities; and,

WHEREAS, the City is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the City and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the City, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City funds in the future will be limited to appropriations and available funds in the then current City fiscal year.

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the City do agree as follows:

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and **described as follows:**

Project Type	Division	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33739(04)	STPG -255F (482) AG	SAFETY IMPROVEMENT	MIDWEST CITY: SIGNALS TO BE INSTALLED AT THE FOLLOWING LOCATIONS; DOUGLAS BLVD AND ORCHARD ST, AIR DEPOT AND RAIL WITH TRAIL LOCATION

2. The City shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
 - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

6. **A.** The City certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.

B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.

7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm

water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
 - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
 - (c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
 - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
 - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
 - (f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
 - a Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.

- 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm

sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - (2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - (3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

- 10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
 - a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
 - b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
 - c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
 - d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
 - e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."
13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.

15. Based on an estimated total construction cost plus construction inspection cost of Four-Hundred-Thirty-Nine-Thousand-Eight-Hundred-Ten-Dollars (\$439,810.00), it is agreed the project referenced above will be financed as follows:
- Federal STP funds shall be used to finance 100% of the federally participating construction costs of Four-Hundred-Thirty-Nine-Thousand-Eight-Hundred-Ten-Dollars (\$439,810.00). Federal funds are capped at Four-Hundred-Thirty-Nine-Thousand-Eight-Hundred-Ten-Dollars (\$439,810.00).
 - City funds provided by the City shall be provided to finance the balance of the eligible participating project construction costs, 0%, estimated at Zero-Dollars (\$0.00). The CITY shall also provide 100% of any federally non-participating costs, estimated at Zero-Dollars (\$0.00). Total City funds are currently estimated at Zero-Dollars (\$0.00). The estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
16. a) It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non- participating costs incurred during construction.
- b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- c) The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the City, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.

19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.
20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

- d. The Secretary determines that such termination is in the best interest of the State.

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IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the City has executed same pursuant to authority prescribed by law for the City.

The City, _____ on this _____ of _____, 2019, and the Department on the _____ day of _____, 2019.

The City of Midwest City,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality:

City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Manager

Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel

Deputy Director



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: April 9, 2019

RE: Discussion and consideration of 1) acceptance of a 2019 Oklahoma City Community Foundation (OCCF) grant in the amount of \$7,600 for trees and amenities along the Midwest City Spirit Trails; 2) approving and entering into an agreement with the OCCF which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.

Grant funds will provide for the planting of (6) trees along the Pecan Grove Trail behind the Midwest City Senior Center and the planting of (16) trees and (1) bench installation along the south side of the Bomber Rail Trail west of Midwest Blvd. Large tree types will be planted to maximize shade along the trails when mature.

Tree planting should begin within (3) weeks by OCCF vendor coordinating with city staff. Staff recommends approval.

Terri L. Craft
Grants Manager

Attachment



GRANT AGREEMENT

- This Grant Agreement between City of Midwest City and the Oklahoma City Community Foundation outlines the proposed activities as defined in the grant application, the time frame for funded activities and reporting requirements.
- This Grant Agreement supersedes any previous communication regarding the grant proposal.
- Any requested changes to the Grant Agreement must be made in writing to your Program Officer and attached as an addendum to this agreement. A written confirmation of changes will be added to the agreement.
- Please review the requirements outlined below with your organization's board of directors/trustees and staff.
- To acknowledge this Grant Agreement and to accept the grant, **PLEASE SIGN AND MAIL THE ORIGINAL AGREEMENT TO PROGRAM OFFICER NOTED BELOW.**

Grantee: City of Midwest City

Grant Number:

(Internal Use Only)

Program or Project Description: Midwest City Spirit Trails - Trees and Amenities

Amount of Grant: \$7,600

Grant Effective as of: 2/21/2019

Grant Ends: 2/21/2020

Funding Schedule (funded project activities must begin with six months of above date. Grant funds will be available when the funded project activities begin or as outlined in Special Conditions below. Grantee must inform Program Officer before funded project activities begin and to schedule the check presentation.). Escrow funds will be available to pay for approved projects as portions of the project are completed or after it is completed in its entirety.

Special Conditions of the Grant: 22 trees and 1 bench for Midwest City Spirit Trails. Final tree species selection, size, and planting locations must be submitted and approved by OCCF prior to installation.

Grant Coordinator/contact information: Brian Dougherty (b.dougherty@occf.org) or 405-606-2908

Reporting:

Mid-term report due by: 08/21/2019

Site visit by Program Officer in conjunction with *submission of the final report completed by: 2/21/2020*

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued hereunder.

GRANT REQUIREMENTS

I. PROMOTION OF PARKS AND PUBLIC SPACES/MARGARET ANNIS BOYS GRANT

The grantee organization is strongly required to make public announcements about the grant and the project it is funding. Promotion of funded programs can benefit your organization, the Oklahoma City Community Foundation and other grant recipients by creating awareness. When publicizing the funded project, the grantee is required to acknowledge the Oklahoma City Community Foundation as a grant maker in all media communications, public announcements or printed/web-based materials. The following paragraph is appropriate to use when referring to the Oklahoma City Community Foundation:

"Founded in 1969, the Oklahoma City Community Foundation works with donors to create charitable funds that will benefit our community both now and in the future. A sample news release and media contacts is provided as a resource to assist in promoting the funded project.

- Contact your Program Officer to schedule the required formal grant check presentation to your directors/trustees.
- While you are required to promote the grant, Oklahoma City Community Foundation staff and trustees cannot accept gifts, plaques, awards, etc. We prefer the funds be utilized by your organization for programs and services.

II. ACCOUNTING OF FUNDS

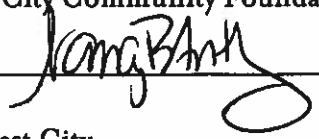
- Expenses charged against this grant may not incur prior to grant approval date or subsequent to the noted termination date.
- Expenses can only be incurred as necessary to carry out the stated and agreed upon purpose and activities of the funded project. If this is not possible, you are required to notify your Program Officer as soon as possible.
- Delays in the agreed upon timing of the grant purpose must be communicated to the Program Officer in writing.

III. REPORTING

- Grantee is required to submit a mid-term report on or before the date noted.
- Grantee is required to submit a Final Evaluation Report on or before the date noted. Please follow closely the enclosed Grant Evaluation Form instructions. This report will help both the grantee and the Oklahoma City Community Foundation realize the impact of the grant on the funded project.
- Grantee is responsible for keeping Program Officer informed of any changes to the funded project or any activities or events that may be of interest to attend and/or see.
- Grantee must notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
- The Grantee will return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein.

Agreed to by the Oklahoma City Community Foundation

Signed: _____ Date: 2-21-2019



Agreed to by: City of Midwest City

Agreement must be reviewed with City of Midwest City Board of Directors and/or Executive Committee

Signed: _____ Date: _____

Please make a photocopy of this agreement and return the signed original to the Oklahoma City Community Foundation in the envelope provided.

Approved by OCCF Trustees 02/21/2019



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: April 9, 2019

Subject: Discussion and consideration of 1) approving a change order in the amount of \$22,770.00 with SafetyCom, Inc. for additional equipment to encrypt the outdoor warning sirens, and 2) purchasing the necessary encrypted radio equipment from Total Radio in the amount of \$29,973.24 per the Oklahoma State Wide Contract #SW1053M, Public Safety Communication Equipment - Motorola Solutions.

As you may recall, the Council awarded the purchase and installation of the outdoor warning sirens and related equipment that were previously bid separately. Since that time, a secure method of communicating and alerting the equipment has become available. Staff recommends upgrading the alerting equipment purchased originally from SafetyCom, Inc. for the necessary encrypted equipment from the same vendor at an additional cost of \$22,770.00.

In addition, each of the ten sirens, as well as dispatch, will require a new encrypted radio to be purchased from Total Radio in the amount of \$29,973.24 which will allow for the secure alerting of the sirens.

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

Mike Bower
Emergency Manager



112 Smarthouse Way
 North Little Rock, AR 72114
 Phone: (888) 375-6355
 Fax: (501) 372-2221

Quotation

DATE	ESTIMATE NO.
3/18/2019	MWC032119...

NAME / ADDRESS
Midwest City, OK. P.O. Box 10570 Midwest City, OK. 73140-1570

PROJECT NAME

P25 Interface Board Upgrade

DESCRIPTION	QTY	COST	TOTAL
BYTEL P25 Package (BWEN/P25 Trunked/Whelen Housing Mounted Door Knob Antenna - Customer provided APX4000 radio)	11	2,070.00	22,770.00T
Sales Tax		0.00%	0.00

Installation & Tax not Included	TOTAL \$22,770.00
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Account Manager:
 1507 Lyndon B. Johnson Freeway Suite 700
 Dallas, TX 75234

Date: 3 1 19
 Quote#: MWC3119
 Contract Number: NASPO SW1053M



Prepared For: Scott Walch Phone Number: Email: Agency: City of Midwest City	Ship to Address:	Ship to Address:
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Qty	Description	Nomenclature	List Price	Contract Price	Extended
11	APX 4000 PORTABLE RADIO 7/800 MHZ	H51UCF9PW6	\$1,963.00	\$1,432.99	\$15,762.89
11	3600/9600 BAUD TRUNKING	QA02756	\$1,570.00	\$1,146.10	\$12,607.10
11	AES ENCRYPTION	Q629	\$475.00	\$346.75	\$3,814.25
1	KVL3000 Cable for APX	WPLN6904	\$110.00	\$99.00	\$99.00
11	3 YEAR WARRANTY	H885	\$90.00	\$90.00	\$990.00
11	P-25 PROMOTION		-\$300.00	-\$300.00	-\$3,300.00
				TOTAL	\$29,973.24

NOTES:

- 1 NASPO CONTRACT #SW1053M
- 2 PURCHASE ORDER TO BE MADE TO MOTOROLA SOLUTIONS, INC.
- 3 PAYMENT TERMS NET 30 DAYS. PURCHASE ORDER MUST REFLECT PAYMENT TERMS.
- 4 P.O. NEEDS TO STATE BILL TO & SHIP TO ADDRESSES

\$0.00

Invitation for Sealed Bids

*****AMENDMENT #1***
CITY OF MIDWEST CITY**

100 N. MIDWEST BLVD., MIDWEST CITY, OKLAHOMA 73110

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

Published in:
Midwest City Beacon

Date Advertised:
December 28, 2018-DECEMBER 21, 2018

Bids must be in the Office of the City Clerk by: **Tuesday, January 8th, 2019, no later than 2:00p.m.**

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price	Volume Pricing
Purchase of Ten (10) Whelen Outdoor Warning Siren Hardware:			
Whelen 2910: 10-bay siren	Ten (10)	\$24,800	\$248,000
Whelen C2030NV: Two-way VHF radio controlled	Ten (10)	\$1,445	\$14,450
Whelen INTRUWPS: Intrusion Detection	Ten (10)	\$170	\$1,700
Whelen SBC280: Solar Power Option	Ten (10)	\$2,100	\$21,000
60' spun concrete pole: Mounting points and covered cable chase for installation of above Whelen 2910 hardware	Ten (10)	\$4,510	\$45,100

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

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

DELIVERY WILL BE MADE IN 60 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 8th DAY OF January, 2019

FIRM SafetyCom, Inc. BY David B. Miller
ADDRESS 112 Smarthouse Way TITLE President

Accepted by the City Council this 22 day of January, 2019.
Sara Hancock City Clerk
[Signature] Mayor

Approved as to form this 23 day of January, 2019.
[Signature] City Attorney



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT-ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: City Council
FROM: Patrick Menefee, P.E.
DATE: April 9th, 2019
SUBJECT: (TS-436) Discussion and consideration of a request for adding STOP or YIELD controls at the intersection of S.E. 18th Street and Choctaw Wood Drive.

DATES OF HEARINGS: Commission March 21st, 2019
City Council April 9th, 2019

APPLICANT/REQUESTOR: Angela Garcia
15100 S Western Ave
405-421-5983

STAFF RECOMMENDATION: The request does meet the warrants outlined by the 2009 MUTCD for a 2 way STOP or YIELD control on the SE 18th Street approaches. **Therefore, staff recommends either a 2 way stop or yield on SE 18th Street.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended adding yield signs on the SE 18th Street approaches as requested.**

ACTION REQUIRED: Approve or deny a request to add 2 way STOP or YIELD controls to the intersection of SE 18th Street and Choctaw Wood Drive.

STAFF COMMENTS:

The applicant, Angela Garcia, on behalf of the Sundance H.O.A., has requested traffic control signs at the intersection of SE 18th Street and Choctaw Wood Drive. Currently, there are no traffic controls at this intersection. The speed limit for both streets is 25 mph. The applicant has 34 signatures of support for the request. The Midwest City Police Department has reported no accidents at the intersection the past calendar year. The petition is included with this application, no request letter was given.

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

Section 2B.09 YIELD Sign Applications

Option:

01 YIELD signs may be installed:

On the approaches to a through street or highway where conditions are such that a full stop is not always required.

At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

Section 2B.06 STOP Sign Applications

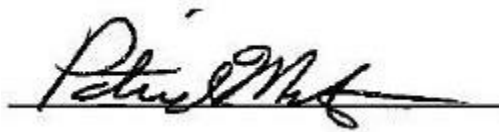
Guidance:

01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see [Sections 2B.08](#) and [2B.09](#)).

02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

There have been previous conversations between staff and citizens of that neighborhood stating that there was confusion between drivers on who had the right of way approaching that intersection. Neither roadway has a high vehicle traffic volume. Staff interprets this request similarly as a result of a restricted view, B. **Therefore, the application does meet requirements for YIELD signs or STOP signs under Section 2B.06, requirement B.**



Patrick Menefee, P.E.
City Engineer

File: TS-436

Proposed Sign Location (TS - 436)



1 in = 76 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.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s): 2 way Stop at SE. 18th and Choctaw Wood

PETITION CONTACT PERSON:	Name: <u>Angela Garcia</u>
	Address: <u>15100 S. Western Ave.</u>
	Phone: <u>405-421-5983</u>

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

Name	Address	Check as appropriate:	
		Are you and owner or a tenant?	Do you agree or disagree with the request?
Chris Prattice	12508 Choctaw Wood Cir	Owner	Agree
Jan Tirkhn	1701 Choctaw Wood Dr	owner	Agree
Leon Strawn	12515 Lakota Dr	owner	agree
Beverly J Reed	2153 Native Dancer	owner	agree
Benjamin Edwards	2145 Native Parker	owner	agree
Michelle Chan	12508 SE 18th St	owner	agree
CYNTHIA HUA	12508 SE 18TH STREET	OWNER	AGREE
Kyle CROAK	12522 SE 16th Ct	OWNER	AGREE
Mike Livingston	2133 Native Dancer Dr	owner	AGREE
Marian Ellsworth	12619 SE. 18th St.	owner	Agree
Cara Phelps	12612 SE 16th St	owner	agree
Leonard Simmons	12488 Lakota Dr	Owner	Agree

Jennifer Jobe	12521 SE 16 th Ct.	owner	agree
Kristen Anders	2211 Champoli Dr.	owner	agree
Brandon Anders	2211 Champoli Dr.	owner	agree
Lindsay Nowlin	12525 SE 16 th Court	owner	Agree
Crystal Sucher	12494 Native Hill	owner	Agree
Kevin Sucher	12494 Native Hill	owner	Agree
Andria Ristey	12499 Lakota Dr	owner	Agree
Charles Ristey	12499 Lakota Dr	owner	Agree
KYLE WESTERMAN	12503 LAKOTA DR	OWNER	AGREE
Lindsey Winans	2208 Champoli	owner	agree
Reid Ellison	12480 Nat. Hill Ct	owner	Agree
Martea White	2101 Native Dancer	owner	agree
Cory Hedrich			
Brandon Hedrich	12486 Native Hill	owner	agree
Lisa Alston	12622 SE 18 th St	owner	agree
Gleaha Bowers	2121 Native Dancer Dr.		<u>AGREE</u>
Dustin Coops	12510 SE 16 th Ct.	owner	agree
Chris Ford	12609 Oola Ct		Agree
Brent Bloyed	12480 Lakota Dr	owner	Agree
→ Susan K Hart	12521 SE 18 th St		agree!!!

2019
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14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

12518 SE 18th
Residence Signature
Shante Manning
Shante Manning

Evening



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: April 9, 2019
SUBJECT: Discussion and consideration of approving the Mayor's appointment of Farley Ward as a Municipal Judge and 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.

As you may recall, the Council approved the Mayor's nominee of Farley Ward at the March 26, 2019 meeting. Approval of this appointment by the Council is required. Action is at the Council's discretion.

J. GUY HENSON, AICP, City Manager



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Police Chief

DATE: April 9, 2019

SUBJECT: Discussion and consideration of declaring one (1) Sharp MX-350IN copier and (4) Lights, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed as surplus. There are no other operational applications available within the City.

- (1) Sharp MX-350IN Color Copier. Serial number: 8T207254.
- (4) working Hubbell Florissant 400 W lights. CAT NO: BLA400P8WHEX.

Staff recommends approval.

Brandon Clabes, Police Chief



DISCUSSION ITEMS





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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : April 9, 2019

SUBJECT : Discussion and consideration of appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Continued from March 26, 2019 Council meeting)

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 3.26.22)
Steve Franks – Mechanical (expires 2.9.21)
Jerry White – Mechanical (expires 2.9.21)
Gary Perkins – Plumbing (expires 3.26.22)
Vacant – Mechanical

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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : April 9, 2019

SUBJECT : Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission. (Continued from March 26, 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



Brandon Clabes, Chief of Police
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1302
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council
FROM: Brandon Clabes, Chief of Police
DATE: April 9, 2019
SUBJECT: Discussion and consideration of 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 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, 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.

Staff Recommends Approval

Brandon Clabes, Chief of Police

J. Guy Henson, General Manager/Administrator

Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore

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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~~ 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 Animal Welfare Shelter 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; and
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
2 or 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 MATTHEW D. DUKES, II, Mayor
22

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

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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. - Impounding animals; dogs and cats excepted.

- (a) 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 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) 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 before any animal is released, as outlined in section 8-26.

SECTION 3. That the Midwest City Municipal Code, Chapter 8, Section 8-22, subsection (a) is hereby amended, subsection (b) is deleted, and a new subsection (b) is substituted, to read as follows:

1
2 **Sec. 8-22. - Disposition of impounded animals.**

3 (a) Any animal taken into custody and impounded shall not be disposed of until after the
4 expiration of five (5) days from the time of impounding.

5 (b) Animals abandoned to the Midwest City Animal Welfare Shelter or for whom the
6 municipal court has divested ownership due to neglect or abuse may be:

7 1. Sold or adopted to the public;

8 2. Transferred to a nonprofit animal shelter, pound, rescue, or society for the
9 protection of animals, from which the animals so transferred may be sold or
10 adopted; or

11 3. Humanely destroyed,

12 a. if the court determines it is in the best interests of the animal, public health, or
13 public safety; or

14 b. the designee of the city manager determines it is in the best interests of the
15 animal, public health, or public safety.
16

17 SECTION 4. That the Midwest City Municipal Code, Chapter 8, Section 8-24, is hereby
18 amended to read as follows:
19

20 **Sec. 8-24. - Redemption of impounded animals.**

21 If the owner of any animal proves ownership and pays the associated fees and charges
22 before the date the animal is disposed of, as outlined in section 8-26, the Animal Welfare
23 Shelter shall release the animal.
24

25 SECTION 5. That the Midwest City Municipal Code, Chapter 8, Section 8-26, is hereby
26 amended to read as follows:
27

28 **Sec. 8-26. – Impoundment Fees and charges.**

29 The following charges shall be allowed for impounded animals, except for dogs and cats:

30 (1) Twenty-five dollars (\$25.00) for impounding such animal: and

31 (2) Ten dollars (\$10.00) per day for boarding and sustenance for each animal.

32 (3) Fees and charges related to impounding dogs and cats are located in section 8-162.
33

34 SECTION 6. That the Midwest City Municipal Code, Chapter 8, Section 8-42, is hereby
35 amended to read as follows:
36

37 **Sec. 8-42. - Area, enclosure, location for large animals, except swine.**

38 Horses, mules, donkeys, goats, sheep, cattle and other similar size large animals, except
39 swine, may not be kept on any parcel of land containing an area of less than one (1) acre
40 in size, and must be fenced properly in accordance with section 8-44. For those parcels
41 with a net area of one (1), two (2), or three (3) properly enclosed acres, a maximum of
42 two (2) large animals per whole net acre may be kept. An additional large animal may be
43 kept for each additional one-fifth-acre above three (3) acres. The boundaries of the area
44 of enclosure shall be a minimum of seventy-five (75) feet from the exterior of a church,
45 business, school or residence other than that of the owner.
46

1 SECTION 7. That the Midwest City Municipal Code, Chapter 8, Section 8-45, is hereby
2 amended to read as follows:
3

4 **Sec. 8-45. - Sanitation standards generally.**

- 5 (a) It shall be the duty of owner or leasee of a property where animals or fowl are kept, to
6 maintain and operate the housing and premises in such a manner as not to create a
7 health nuisance or disturb the repose of any other persons living on properties not that
8 of the animal owner. This includes proper disposal and clean-up of all refuse
9 including, but not limited to, feces, feathers, and any other remnants involved in
10 keeping or rendering of such animals.
11 (b) Each pen or enclosure shall be sprayed with a suitable residual spray as often as
12 necessary to control flies and other insects.
13 (c) It is unlawful to dump or place large amounts of manure or other wastes from such
14 pens or enclosures in the garbage cans serviced by the sanitation department of the
15 city; however small amounts may be deposited, provided the person first deposits the
16 waste in a plastic bag and securely ties the bag closed.
17 (d) Exterior limits of animal or fowl enclosures shall be at least fifty (50) feet from any
18 private water well.
19 (e) The failure of any keeper of animals or fowl to comply with the sanitation standards
20 shall be cause for the issuance of a citation to the keeper.
21

22 SECTION 8. That the Midwest City Municipal Code, Chapter 8, Section 8-72, is hereby
23 amended to read as follows:
24

25 **Sec. 8-72. - Medical laboratories, educational institutions, veterinary hospitals, and
26 commercial boarding establishments exempted from distance requirements.**

27 Where the application is for the keeping of animals or poultry within the limited number
28 herein set forth, in medical laboratories or educational institutions for medical research,
29 or in veterinary hospitals for treating, or for licensed, commercial boarding, they shall be
30 kept under the same conditions prescribed by the health officer for such limited purposes
31 without the necessity of compliance with the distance requirements herein otherwise set
32 forth.
33

34 SECTION 9. That the Midwest City Municipal Code, Chapter 8, Section 8-94, is hereby
35 amended to read as follows:
36

37 **Sec. 8-94. - Reclaiming dogs.**

- 38 (a) No person shall be entitled to reclaim any dog found to be a nuisance except as herein
39 provided, nor shall any person be entitled to reclaim any dog found to be rabid or
40 vicious; but the owner may reclaim any other dog seized under the terms of this
41 article within the times and under the conditions stated herein. After the expiration of
42 the ten-day term as to every dog held under observation and not showing symptoms
43 of rabies and as to every other dog within forty-eight (48) hours from the time of
44 seizure, excluding Sundays and all city holidays, the owner may reclaim any dog
45 seized hereunder by submitting proof of ownership of such dog and by paying any
46 license fees then due for the current year in addition to any applicable fees for any
47 dog. In the event the dog reclaimed has not been vaccinated for rabies in accordance

1 with the terms of this chapter, the person reclaiming it must have the dog properly
2 vaccinated and submit proof of such vaccination to the city. Failure to submit such
3 proof within three (3) days of the dog being reclaimed will constitute a violation of
4 this article.

- 5 (b) No dog shall be released without satisfactory proof of ownership and without
6 payment of the applicable fees, nor shall the payment of such fees constitute any
7 defense in any prosecution that may be instituted for violation of the terms of this
8 article.
- 9 (c) Any dog that has been impounded by the City of Midwest City more than once shall
10 be spayed or neutered at the owner's expense before the animal is released. If done
11 through the City of Midwest City, the charge will be the current price the City of
12 Midwest City pays to its contracted veterinarian to perform such service. Persons may
13 request to use their choice of veterinarian at their full expense and arrangements will
14 be made for the City of Midwest City to deliver the animal to said veterinarian at an
15 agreed upon time.
- 16 (d) No fees shall be charged for any licensed dog surrendered to the owner on acquittal or
17 dismissal of the charges of harboring such dog as a nuisance or as a vicious dog.

18
19 SECTION 10. That the Midwest City Municipal Code, Chapter 8, Section 8-118, is hereby
20 amended to read as follows:

21
22 **Sec. 8-118. - Reclaiming cats.**

- 23 (a) No person shall be entitled to reclaim any cat found to be a nuisance except as herein
24 provided, nor shall any person be entitled to reclaim any cat found to be rabid or
25 vicious; but the owner may reclaim any other cat seized under the terms of this article
26 within the times and under the conditions stated herein. After the expiration of the
27 ten-day term as to every cat held under observation and not showing symptoms of
28 rabies and as to every other cat within forty-eight (48) hours from the time of seizure,
29 excluding Sundays and all city holidays, the owner may reclaim any cat seized
30 hereunder by submitting proof of ownership of such cat and by paying any license
31 fees then due for the current year in addition to any applicable fees for any cat. In the
32 event the cat reclaimed has not been vaccinated for rabies in accordance with the
33 terms of this chapter, the person reclaiming it must have the cat properly vaccinated
34 and submit proof of such vaccination to the city. Failure to submit such proof within
35 three (3) days of the cat being reclaimed will constitute a violation of this article.
- 36 (b) No cat shall be released without satisfactory proof of ownership and without payment
37 of the applicable fees, nor shall the payment of such fees constitute any defense in
38 any prosecution that may be instituted for violation of the terms of this article.
- 39 (c) Any cat that has been impounded by the City of Midwest City more than once shall be
40 spayed or neutered at the owner's expense before the animal is released. If done
41 through the City of Midwest City, the charge will be the current price the City of
42 Midwest City pays to its contracted veterinarian to perform such service. Persons may
43 request to use their choice of veterinarian at their full expense and arrangements will
44 be made for the City of Midwest City to deliver the animal to said veterinarian at an
45 agreed upon time.

(d) No fees shall be charged for any licensed cat surrendered to the owner on acquittal or dismissal of the charges of harboring such cat as a nuisance or as a vicious cat.

SECTION 11. That the Midwest City Municipal Code, Chapter 8, Section 8-23, is hereby deleted.

SECTION 12. That the Midwest City Municipal Code, Chapter 8, Section 8-25, is hereby deleted.

SECTION 13. That the Midwest City Municipal Code, Chapter 8, Section 8-66, is hereby deleted.

SECTION 14. That the Midwest City Municipal Code, Chapter 8, Section 8-67, is hereby deleted.

SECTION 15. That the Midwest City Municipal Code, Chapter 8, Section 8-68, is hereby deleted.

SECTION 16. That the Midwest City Municipal Code, Chapter 8, Section 8-69, is hereby deleted.

SECTION 17. That the Midwest City Municipal Code, Chapter 8, Section 8-71, is hereby deleted.

SECTION 18. That the Midwest City Municipal Code, Chapter 8, Section 8-73, is hereby deleted.

Section 19. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
Oklahoma, this _____ day of April, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

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ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



Police Department
100 N. Midwest Blvd.
Midwest City, OK 73110
bclabes@midwestcityok.org
Office: 405-739-1302
www.midwestcityok.org

To: Honorable Mayor and Council

From: Chief Brandon Clabes

Subject: Discussion and consideration of the potential expansion of the school resource officer program to Carl Albert High School and related funding decisions pertaining to the program.

Date: April 9, 2019

During the fall of 2018 and earlier this year, I have met with Dr. Rick Cobb, Mid-Del School Superintendent and his staff multiple times to discuss our existing School Resource Officer (SRO) program and the possibility of adding another. When I became police chief in 1999, one of my goals was to implement the SRO program and that came to fruition five years ago when we established an officer at Midwest City High School from the existing manpower numbers.

The mission of the SRO program is a collaborative effort between the city and school district—through certified law enforcement officers, educators, students, parents, and the community to offer law related education to reduce crime, drug abuse, violence, truancy, and provide a safe environment. It is a multi-faceted position.

Our current agreement has been in place for five years and been an excellent template to address requirements for both mutual parties. It also dictates the financial responsibilities, including benefits, training, and equipment for the city and the school district. All of us agree that some minor language changes need to be made to any future agreement, including who is responsible for overtime or compensatory time accrued by the SRO.

With that said, Dr. Cobb and I have a vision to expand the SRO program from its current staffing of one and add an officer at Carl Albert High School. This would be a new police officer position in FY 2019/20 which has not been budgeted under commissioned personnel within the police department. Our current compensation program with the school district to offset expenditures of the SRO at Midwest City High School is a flat rate of \$65,000.00 for a ten month period.

The original agreement in 2014 only asked for \$50,000.00 for a ten month period and that rate held steady for four years until fiscal year 2018/2019 when it was increased by \$15,000.00. Our standard calculations utilize a police officer in the rank of Sergeant at mid-level in that pay scale and we realize that the costs have not been evenly distributed over the terms of our partnership. This was a commitment by the city to ensure the program was a success, which it has been.

All of these issues have been verbally negotiated in good faith with better financial numbers, including the expenses of startup equipment for a new police officer. As a direct result, the cost of the program for the Mid-Del School District will increase if agreed upon. This is where our conversations have led us to what would be fair and equitable.

I want to address the unbudgeted, new police officer position and costing. For fiscal year 2019/2020, I have infused the maximum exposure to the city and am utilizing the pay scale of a topped out Sergeant because prerequisites of the SRO position require it to come from this rank. This pay scale also anticipates that the city sales tax revenues will meet certain benchmarks to provide an additional 3% cost of living expense. In layman terms, we are including base salary, retirement, taxes (social security and Medicare), life insurance, family medical, family dental, initial physicals, psychological testing, uniforms, bullet proof vest, shoes, duty belt, new car with a police package (equipment), fuel, parts, labor and a hand held radio. This amounts to \$184,139.37 (See Exhibit A).

Taking that number and dividing it by 365 days in the year equals \$504.40 per day. Multiply that figure by 171 school days which equals \$86,252.40 as hard startup cost for a new SRO. The Mid-Del School District is willing to commit to a long term agreement in theory for budgetary and personnel purposes. In fact, the forward thinking strategy would be to add two more SRO's when the middle schools are combined and if those positions and this position are approved, our agency would have 4 SRO's by 2022.

It would be the school district's desire to negotiate the following costs for the current SRO and the new SRO.

Current SRO \$70,000.00 per ten months

New SRO \$75,000.00 per ten months

Obviously we would not recoup our initial expense but as a reminder, this is a partnership which certainly benefits the city and the school district as a whole. Annualized cost of the police officer position will have to be absorbed within the department's budget. A rough estimate of those costs based on the schools' financial commitment and costs are as follows:

Salary:	\$106,256.00 Per Year
Uniform Cost divided over Ten years:	\$216.83 Per Year
Hand Held Radio Cost divided over Ten years:	\$1,000.00 Per Year
Fuel, Parts, and Labor:	\$7,000.00 Per Year
Vehicle Cost divided over Ten years:	\$6,303.00 Per Year
Total:	\$120,775.83 Annual Cost

Mid-Del School Financial Commitment would be \$75,000.00 per year leaving a deficit for the city of \$45,775.83 per year. In speaking with Mr. Henson, it would be important for the council to understand how this shortfall would be allocated within future budgets of the police agency. We

have increased cost coverage by the Mid-Del administration on the original SRO at Midwest City High School by \$5,000.00, from \$65,000.00 per year to \$70,000.00 per year. (Or \$20,000 over the original school commitment of \$50,000 for the officer in 2014.)

The other \$45,000.00 can be offset through the following accounts: Transfer \$25,000.00 from the Impound Fee Fund to 020 Personnel Cost and make up the remaining \$20,000.00 balance in a reduction of Capital Outlay requests.

Also, timing is of the essence from the department standpoint in regards to implementation of the program. We still have to post the positions within the department, conduct personal interviews with potential candidates as outlined in our agreement, make a final selection and then ensure each officer is SRO certified before the start of the next school year.

If it is the desire of the Mayor, Council and city management to move forward, we would like to infuse the SRO's into the school district in August of 2019. The police department would operate internally with a minimal deficit until the new officers hired in May of this year complete CLEET and the FTO program. There would be an approximate six month gap until we are fully staffed, again barring any unforeseen circumstances such as retirements or other separations.

I am available for any questions and look forward to your discussions.

As stated earlier, this is purely at the discretion of the Mayor and Council on how we proceed.

Respectfully,

Chief Brandon Clabes

CC: Guy Henson, City Manager
Dr. Rick Cobb, Mid-Del School Superintendent
Cordell Ehrich, Executive Director of Secondary Education

FY 19/20

**NEW SCHOOL RESOURCE OFFICER (TOPPED OUT Sgt.)
WITH 3% PAY INCREASE**

Retirement - 13%
Taxes (ss & Med) 7.65%

	current					
	BiWeekly	Yearly	Yearly	Initial hire		
Salary	\$ 2,963.94	\$ 77,062.44	\$ 77,062.44		Vehicle Expense:	
Retirement	\$ 385.31	\$ 10,018.60	\$ 10,018.60		New Car	\$34,475
Taxes (SS & Medicare)	\$ 226.74	\$ 5,895.24	\$ 5,895.24		Police Car Package includes:	\$28,560
Life Insurance	\$ 3.90	\$ 101.40	\$ 101.40		LED Lighting	
Insurance (Family)	\$ 455.37	\$ 11,839.62	\$ 11,839.62		Radio	
Dental (Family)	\$ 51.49	\$ 1,338.74	\$ 1,338.74		In-Car Camera	
Physicals /MMPI	not included	not included	not included	\$ 680.00	Radar	
Uniform & Vest, shoes, duty belt	not included	not included	not included	\$ 2,168.33	Printer	
					Siren Box	
					MCT	
					Fuel, Parts, Labor	\$7,000
					Hand-held Radio	\$5,000
	<u>\$ 4,086.75</u>	<u>\$ 106,256.04</u>	<u>\$ 106,256.04</u>	<u>\$ 2,848.33</u>		<u>\$75,035</u>

Hourly rate	
With Insurances	\$ 51.08
Without Insurances	\$ 44.70



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
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Office: 405-739-1207/Fax: 405-739-1208
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MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Guy Henson, City Manager

DATE: April 9, 2019

SUBJECT: Consider and adopt a Resolution authorizing the sale of \$17,250,000 General Obligation Bonds of the City of Midwest City, Oklahoma, fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law and declaring an Emergency.

The Resolution represents the second phase of the General Obligation Bond Issues, which was approved by the voters in 2018. Phase II consists of the following projects:

- John Conrad Course Renovation and Maintenance Equipment for \$5,051,000
- Multipurpose Athletic Facility for \$5,690,750
- Fire truck ladder for \$951,500
- Booster Station Renovation for \$5,560,000

Staff recommends approval. Action is at the Council's discretion. A simple majority vote is required.


Guy Henson, City Manager

From: Greg Nieto <gnieto@gobaker.com>
To: Guy Henson <ghenson@midwestcityok.org>
Date: 4/3/2019 11:55 AM
Subject: Tuesday

Hello Guy,

I wanted to give you an update and what is on the agenda for Tuesday night the 9th involving the setting the sale date for the next series of bonds to be sold. I apologize, I have a conflict. The resolution will need to be passed by a simple majority of the council. It will authorize the sale of \$17,250,000 of GO's. This amount will enable us to receive the funds in late June. It will also keep the millage just under the 10.00 cap. Let me know if you or the council have any question prior to the meeting. I will also be available on my mobile in the event of an unexpected question right before or even during the meeting.

Thanks
GN

Sent from my iPhone

This email has been scanned by the Symantec Email
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fSecurity.cloud&c=E,1,6BtZv0bHpLH-ga8DmXCpl1JA8Ng9TT8UXFOJCoCzz7coWKLgzh0A5r7sl6mwboPRjni6QCofQVqw1Tk-llbYCOTI6pc_r6ifJFaQRwsH59ZFdN1TNLhUw_2ivAXj&typo=1 service.

The information in this e-mail, and any attachment therein, is confidential and for use by the addressee only. If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer. Although The Baker Group and Baker Asset Management attempt to sweep e-mail and attachments for viruses, it does not guarantee that either are virus-free and accepts no liability for any damage sustained as a result of viruses.

Performance quoted represents past performance and cannot guarantee future results. Current performance may be lower or higher than the performance shown.

**THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, STATE OF OKLAHOMA,
MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS AT THE CITY HALL, 100
NORTH MIDWEST BOULEVARD, IN SAID CITY ON THE 9TH DAY OF APRIL, 2019,
AT 6:00 O'CLOCK P.M.**

PRESENT:

ABSENT:

Notice of the regular meetings of the City Council for calendar year 2019 having been given in writing to the City Clerk of Midwest City, Oklahoma prior to December 15, 2018, and public notice having been posted in prominent public view at the City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

Thereupon there was introduced a resolution which was read in full by the Clerk and considered by sections. Upon motion by _____, seconded by _____, the resolution was adopted by the following vote:

AYE:

NAY:

And upon motion by _____, seconded by _____, the question of the emergency was ruled upon separately and approved by the following vote:

AYE:

NAY:

THEREUPON, the resolution was signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

RESOLUTION NO. 2019-

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND DECLARING AN EMERGENCY.

WHEREAS, the issuance of \$53,650,000,000.00 of General Obligation Bonds by the City of Midwest City, Oklahoma, described as follows: \$5,560,000 bonds for the purpose of acquiring, constructing, reconstructing, extending, enlarging, improving and repairing the municipal water system within said City all to be owned exclusively by said City; \$21,635,000.00 bonds for the purpose of purchasing, constructing, equipping, improving, extending, renovating, repairing and beautifying public parks and parklands, cultural and recreational facilities, all to be owned exclusively by said City; and \$10,490,000.00 bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling, and repairing public safety buildings and facilities and acquiring necessary lands therefor and purchasing and installing public safety equipment all to be owned exclusively by said City, has been duly authorized at an election held on August 28, 2018; and

WHEREAS, The Council of the City of Midwest City, Oklahoma, pursuant to Title 62, Oklahoma Statutes 2011, Section 354, desires to sell at this time \$17,250,000.00 in General Obligation Bonds consisting of a combined issue of \$5,555,000.00 bonds for the purpose of acquiring, constructing, reconstructing, extending, enlarging, improving and repairing the municipal water system within said City all to be owned exclusively by said City; \$10,740,000.00 bonds for the purpose of purchasing, constructing, equipping, improving, extending, renovating, repairing and beautifying public parks and parklands, cultural and recreational facilities, all to be owned exclusively by said City; and \$955,000.00 bonds for the purpose of acquiring, constructing, reconstructing, improving, remodeling, and repairing public safety buildings and facilities and acquiring necessary lands therefor and purchasing and installing public safety equipment all to be owned exclusively by said City as authorized in the 2018 election.

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

Section 1. That \$ 17,250,000.00 of General Obligation Bonds of the City of Midwest City, Oklahoma, voted on the 28th day of August, 2018, shall be offered for sale at City Hall, 100 North Midwest Boulevard, in said municipality on the 14th day of May, 2019, at 10:30 o'clock A .M. Central Standard Time, by receipt of sealed bids and electronic bids as set forth in the Notice of Sale and Instructions to Bidders to be used in connection with the sale of the Bonds and that said Bonds shall become due \$575,000.00 in two years from their date and \$725,000.00 annually each year thereafter until paid.

Section 2. That the Clerk of said City is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

Section 3. That by reason of said City being without adequate public facilities, it is deemed and hereby declared necessary for the preservation of the public health, peace and safety that this Resolution shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect immediately from and after its passage and approval.

ADOPTED AND APPROVED this 9th day of April, 2019.

Mayor

ATTEST:

SARA HANCOCK, City Clerk

(SEAL)

APPROVED as to form and legality this 9th day of April, 2019.

HEATHER POOLE, City Attorney

I, the undersigned, the duly qualified and acting Clerk of the City of Midwest City, Oklahoma hereby certify that the foregoing is a true and complete copy of a Resolution calling for the sale of Bonds adopted by the governing body of said municipality and transcript of proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I hereby certify that a true and complete copy of the Public Notice, attached hereto as Exhibit "A", was posted in prominent public view at the city Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma, twenty-four (24) hours prior to the date of the meeting therein described, excluding Saturdays, Sundays and legal holidays. I further certify that a true, correct and complete copy of the schedule of regularly scheduled meetings of the City Council of the City for calendar year 2019 was filed in the office of the City Clerk of Midwest City, Oklahoma, as proscribed by law and in accordance with the Oklahoma Open Meeting Act.

WITNESS my hand and seal this 9th day of April, 2019.

City Clerk



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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: April 9, 2019

Subject: Discussion and consideration of 1) entering into executive session as allowed under Title 25 §307(B)(1) discussing the employment, hiring, appointment or promotion for the new City Manager Position and 2) taking action as discussed in executive session.

At the March 26, 2019 City Council meeting, you approved the attached Resolution 2019-08 defining the process and timeframe for selecting a new City Manager.

The Resolution indicates that the City Council shall retire into executive session at the City Council meeting on April 9, 2019 to review the selection materials and to identify qualified applicants, who submitted their application packets by noon on April 9, 2019.

Also, stated in Resolution 2019-08, further action is at the Council's discretion regarding the process and timeframe by which they shall proceed.

Respectfully,

Heather Poole, Esq., City Attorney



FURTHER INFORMATION





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, Community Development Director

Date: April 9, 2019

SUBJECT : Discussion and consideration of an ordinance adding Chapter 36.5, Small Wireless Facilities to the Midwest City Municipal Code; adding the following sections in the new chapter: Section 36.5-1, Statement of Purpose; Section 36.5-2, Definitions; Section 36.5-3, Small Wireless Facility Permitting Regulations; Section 36.5-4, Requirements and Conditions; Section 36.5-5, Abandonment; Section 36.5-6, Indemnification; Section 36.5-7, Insurance and Bonds; and Providing for Repealer and Severability; and Declaring an Emergency.

In April of 2018, the State created the Oklahoma Small Wireless Facilities Deployment Act. This Act became effective on November 1, 2018. This Act allows for small wireless facilities to collocate on existing utility poles or construct new utility poles in order for telecommunications providers to provide better and faster services to customers.

In creating this ordinance, staff spent much time researching the approved Act as well as other ordinances approved in other cities in Oklahoma and throughout the US. Staff members involved in this process included staff from Community Development, Public Works, Information Technology, the City Attorney and City Management. The ordinance before you today establishes a process for permitting, requirements and conditions, abandonment and indemnification. The permitting process is consistent with that allowed by the Act.

This ordinance is coming before you as an emergency as the Act became effective November 1, 2018 and staff has had contact with wireless providers who are prepared to submit applications for small wireless facilities in Midwest City as soon as possible.

The permit application form and the approved Act are attached.

Staff recommends approval.

Billy Harless, AICP
Community Development Director
KG

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 36.5, SMALL WIRELESS FACILITIES TO THE MIDWEST CITY MUNICIPAL CODE; ADDING THE FOLLOWING SECTIONS IN THE NEW CHAPTER: SECTION 36.5-1, STATEMENT OF PURPOSE; SECTION 36.5-2, DEFINITIONS; SECTION 36.5-3, SMALL WIRELESS FACILITY PERMITTING REGULATIONS; SECTION 36.5-4, REQUIREMENTS AND CONDITIONS; SECTION 36.5-5, ABANDONMENT; SECTION 36.5-6, INDEMNIFICATION; SECTION 36.5-7, INSURANCE AND BONDS; AND PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDEST CITY, OKLAHOMA:

SECTION 1. That Chapter 36.5 Small Wireless Facilities is hereby added and reads as follows to wit:

SECTION 36.5-1. Statement of Purpose

The purpose of this Chapter is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on or outside of rights-of-way within the City's jurisdiction in a manner that is consistent with the Oklahoma Small Wireless Facilities Deployment Act.

SECTION 36.5-2. Definitions

Collocate or Collocation: to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Decorative pole: a pole that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a small wireless facility, light fixtures or specially designed informational or directional signage or temporary holiday or special even attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal rules or codes.

Micro wireless facility: means a small wireless facility that meets the following qualifications:

- is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height.
- Any exterior antenna is no longer than eleven (11) inches;

Permit: written authorization required by the City to perform an action or initiate, continue or complete a project.

Small wireless facility: a wireless facility that meets both of the following qualifications:

- Each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- All other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

Utility pole: pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures.

Wireless facility: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- The structure or improvements on, under or within which the equipment is collocated, or
- Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

SECTION 36.5-3. Small Wireless Facility Permitting Regulations

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for office, commercial or industrial use.
2. Permit required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements.

A. Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocated small wireless facilities on a utility pole or wireless support structure:

- (1) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
- (2) Specifications and drawings prepared by a structural engineer for each proposed small wireless facility covered by the application as it is proposed to be installed;
- (3) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- (4) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- (5) When a proposed small wireless facility is proposed to be attached to an existing pole not owned by the wireless provider, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

B. Application Process. The City shall process applications as follows:

- (1) Within twenty (20) days of receiving an application, the City must notify the applicant in writing if the application is complete. If an application is incomplete, the City must specifically identify the missing information in writing. If the City does not notify the applicant of missing information, the application is deemed approved within seventy-five (75) days of receipt of the application.
- (2) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within seventy-five (75) days after the submission of a completed application.

- (3) The City may deny a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole if the proposed application:
- (a) Materially interferes with the safe operation of traffic control equipment or public safety systems or devices;
 - (b) Materially interferes with sight lines or clear zones for transportation or pedestrians;
 - (c) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
 - (d) Materially interferes with Federal Aviation Administration requirements or the operation of an airport or air traffic;
 - (e) With respect to ground-mounted equipment, fails to comply with reasonable and nondiscriminatory requirements of general application adopted by ordinance that concern spacing of the ground-mounted equipment; interference with sight lines, clear zones or pedestrian access or movement; unhindered use of the right-of-way by other right-of-way occupants, including the City; or design or concealment measures as required in this ordinance;
 - (f) Fails to comply with applicable codes, including without limitation the most recent version of the City adopted National Electric Safety Code;
 - (g) Causes the utility pole or wireless support structure to become structurally unsound, unless the applicant demonstrates that it will address the problem adequately, such as by modifying or replacing the structure
- (4) If an application is denied, the City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the application is denied.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once, within thirty (30) days after notice of denial is sent to the applicant. The City shall approve or deny the revised application within thirty (30) days after the applicant resubmits the application. Failure to resubmit the revised application within thirty (30) days of denial shall require the

applicant to submit a new application and recommencement of the City's review period.

- C. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- D. Duration of Permits. The duration of a permit shall be for a period of not less than ten (10) years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in the approved permit.

3. Fees.

- a) The application and permit fees for collocation of small wireless facilities on an existing or replacement City pole shall not exceed Two Hundred Dollars (\$200) each for the first five (5) small wireless facilities on the same application and One Hundred Dollars (\$100) for each additional small wireless facility on the same application.
- b) The application and permit fees for collocation of small wireless facilities on existing or replacement non-City poles or new poles within the right-of-way shall not exceed Two Hundred Dollars (\$200) each.
- c) The application and permit fees for the installation, modification or replacement of a utility pole and the collocation of an associated small wireless facility shall be Two Hundred Dollars (\$2000) per pole for access to the right-of-way.
- d) The rate for occupancy of the right-of-way shall be Twenty Dollars (\$20.00) per year per small wireless facility.
- e) The rates to collocate on authority poles in the right-of-way shall be Twenty Dollars (\$20.00) per authority pole per year.
- f) Fees collected for Small Wireless Facilities will be placed in a separate fund established for reimbursed projects.

SECTION 36.5-4. Requirements and Conditions

1. **Installation and Maintenance.** The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of the permit and this Code. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
2. **No interference with public safety communication equipment.** The wireless provider's operation of the small wireless facilities shall not interfere with the equipment used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, the wireless provider will be notified and agrees to use its best effort to promptly eliminate the interference. In the event the wireless provider is unable to eliminate the interference within twenty-four hours, the equipment will be deactivated and will not be reactivated until the interference has been corrected.

The wireless provider, at its own expense, shall remedy the interference.

3. **Design Standards.** The wireless provider shall comply with the following design standards:
 - a) **Screening.** Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
 - b) **Color and stealth.** All wireless facilities subject to this Section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities.
 - c) **Wiring and Cabling.** Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the National

Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.

- d) **Signage and Labeling.** The antenna structure, equipment structure and power demarcation structure shall each be clearly marked with current and up-to-date point-of-contact information and telephone number of the entity responsible for maintenance and repair of the wireless facility in addition to the following information:

Midwest City issued Permit Number:

Owner Name:

Site Name and/or Site ID:

Carrier Name and/or Carrier Site ID:

4. **Height Limitations.** The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures of which small wireless facilities are collocated may not exceed the higher of:

- a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 500 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City or,
- b) 50 feet above ground level.

5. **Undergrounding Regulations.** Wireless providers shall comply with reasonable and nondiscriminatory requirements that prohibit communications services providers from installing utility poles or other structures in the right-of-way in an area designated solely for underground or buried cable and utility facilities where:

- a) The City has required all cable and utility facilities other than authority poles and attachments to be placed underground (i) by a date certain before the application is submitted or (ii) by a date certain within two (2) years after the application is submitted, if relocation of facilities has commenced;
- b) The City does not prohibit the replacement of City poles in the designated area; and
- c) The City permits wireless providers to seek a waiver of the undergrounding requirements for the placement of a new utility pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner.

SECTION 36.5-5. Abandonment.

A small wireless facility that is not operated for a continuous period of 90 days shall be considered abandoned. A small wireless facility missing the required signage and labeling will be considered abandoned. A small wireless facility with incorrect or out-of-date (un-useable) information will be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

An owner and/or wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new owner and/or wireless provider.

Send to: CITY OF MIDWEST CITY
ATTN: City Clerk
100 North Midwest Boulevard
Midwest City, OK 73110

With a copy to: CITY OF MIDWEST CITY
ATTN: Information Technology Department
100 North Midwest Boulevard
Midwest City, OK 73110
405.869.8600 POC Ryan Rushing; or designee

SECTION 36.5-6. Indemnification.

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

SECTION 36.5-7. Insurance and Bonds

1. Insurance. The City may require a wireless provider to furnish proof of insurance naming the City and its officers, agents and employees as additional insureds against claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees prior to the effective date of any permit issued for a small wireless facility.
2. Bonds. The City may require a bond for small wireless facilities located in the right-of-way. The purpose of such bonds shall be to:
 - a) Provide for the removal of abandoned or improperly maintained small wireless facilities including those that the City determines need to be removed to protect public health, safety or welfare,
 - b) Restoration of the right-of-way in connection with removals,
 - c) Recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the City of any noncompliance and an opportunity to cure.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of _____, 2019.

HEATHER POOLE, City Attorney

SECTION 4. EMERGENCY. The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force and after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this _____ day of _____ 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 _____, 2019.

HEATHER POOLE, City Attorney

An Act

ENROLLED SENATE
BILL NO. 1388

By: Treat and Pittman of the
Senate

and

Thomsen of the House

An Act relating to telecommunications; creating the Oklahoma Small Wireless Facilities Deployment Act; defining terms; establishing procedures for the deployment of small wireless facilities and utility poles within a right-of-way; establishing the permitting process for wireless providers utilizing small wireless facilities in certain areas; establishing permitting process for wireless providers installing and maintaining utility poles in certain areas; establishing exceptions to the permitting process; establishing procedures for wireless provider access to utility poles in certain areas; establishing permissible rates and fees for certain activities related to small wireless facility deployment; exempting certain entities from application of act; establishing procedures for agreements and ordinances adopted by certain entities for implementation of this act; establishing jurisdiction for dispute resolutions related to this act; authorizing certain entities to adopt requirements related to indemnification insurance and bonding in implementation of this act; establishing procedures for requirements related to indemnification, insurance and bonding in implementation of this act; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-501 of Title 11, unless there is created a duplication in numbering, reads as follows:

This act shall be known and may be cited as the "Oklahoma Small Wireless Facilities Deployment Act".

SECTION 2. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-502 of Title 11, unless there is created a duplication in numbering, reads as follows:

As used in the Oklahoma Small Wireless Facilities Deployment Act:

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

2. "Applicable codes" means uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with this act;

3. "Applicant" means any person who submits an application and is a wireless provider;

4. "Application" means a request submitted by an applicant to an authority:

- a. for a permit to collocate small wireless facilities, or
- b. to approve the installation, modification or replacement of a utility pole;

5. "Authority" means a municipality or a municipal electric utility;

6. "Authority pole" means a utility pole owned, managed or operated by or on behalf of an authority;

7. "Collocate" means to install, mount, maintain, modify, operate or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning;

8. "Communications service provider" means a cable operator as defined in 47 U.S.C., Section 522(5), a provider of information service as defined in 47 U.S.C., Section 153(24), a telecommunications carrier as defined in 47 U.S.C., Chapter 153(51), or a wireless provider;

9. "Decorative pole" means an authority pole that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a small wireless facility, light fixtures or specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal rules or codes;

10. "Electric distribution pole" means an authority pole used to support an electric distribution system;

11. "FCC" means the Federal Communications Commission of the United States;

12. "Fee" means a one-time, nonrecurring charge;

13. "Historic district" means a group of buildings, properties or sites that are zoned by the authority as a historic district on or before March 31, 2018; included in the State Register of Historic Places in accordance with Section 355 of Title 53 of the Oklahoma Statutes; or are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C;

14. "Law" means federal, state or local law, statute, common law, code, rule, regulation, order or ordinance;

15. "Micro wireless facility" means a small wireless facility that meets the following qualifications:

- a. is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and
- b. any exterior antenna is no longer than eleven (11) inches;

16. "Permit" means a written authorization required by an authority to perform an action or initiate, continue or complete a project;

17. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including an authority;

18. "Rate" means a recurring charge;

19. "Right-of-way" means the area within the jurisdiction of the authority that is on, below or above a public roadway, highway, street, sidewalk, alley or similar property or a public easement that authorizes the deployment sought by the wireless provider, but does not include a federal interstate highway;

20. "Small wireless facility" means a wireless facility that meets both of the following qualifications:

- a. each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- b. all other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-

off switch and vertical cable runs for the connection of power and other services;

21. "Technically feasible" means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

22. "Utility pole" means a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures. Utility poles controlled by an investor-owned electric utility or electric cooperative are subject to Section 7 of this act;

23. "Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- a. the structure or improvements on, under or within which the equipment is collocated, or
- b. coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna;

24. "Wireless infrastructure provider" means any person authorized to provide telecommunications service in the state that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures but that is not a wireless services provider;

25. "Wireless provider" means a wireless infrastructure provider or a wireless services provider;

26. "Wireless services" means any services, whether at a fixed location or mobile, provided to the public using wireless facilities;

27. "Wireless services provider" means a person who provides wireless services; and

28. "Wireless support structure" means a structure such as a monopole; tower, either guyed or self-supporting; billboard; building; or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

SECTION 3. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-503 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall only apply to the collocation of small wireless facilities by a wireless provider in the right-of-way and the deployment of utility poles to support small wireless facilities by a wireless provider in the right-of-way.

B. An authority may not enter into an exclusive arrangement with any person for use of the right-of-way for the collocation of small wireless facilities or the installation, operation, marketing, modification, maintenance or replacement of utility poles.

C. An authority may only charge a wireless provider a rate or fee for the use of the right-of-way with respect to the collocation of small wireless facilities or the installation, maintenance, modification, operation or replacement of a utility pole in the right-of-way, if the authority charges nonpublic entities for use of the right-of-way. Notwithstanding the foregoing, an authority is permitted, on a nondiscriminatory basis, to refrain from charging any rate to a wireless provider for the use of the right-of-way. The rate for use of the right-of-way is provided in Section 6 of this act.

D. Subject to the provisions of this section and approval of an application pursuant to Section 4 of this act, a wireless provider

shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate and replace utility poles along, across, upon and under the right-of-way. Such structures and facilities shall be so installed and maintained as not to obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by other occupants of the right-of-way, including public utilities, or violate right-of-way regulations of general application that are consistent with this act.

E. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of:

1. Ten (10) feet in height above the tallest existing utility pole in place as of the effective date of this act located within five hundred (500) feet of the new pole in the same right-of-way; or
2. Fifty (50) feet above ground level.

New small wireless facilities in the right-of-way may not extend more than ten (10) feet above an existing utility pole in place as of the effective date of this act or, for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under this section.

F. A wireless provider shall have the right to collocate a small wireless facility and install, maintain, modify, operate and replace a utility pole that exceeds the height limits in subsection E of this section along, across, upon and under the right-of-way, subject to applicable zoning or other land-use regulations.

G. An authority may adopt written guidelines establishing reasonable and objective stealth or concealment criteria for small wireless facilities in designated areas, reasonable and objective design criteria for small wireless facilities to be collocated on decorative poles and reasonable and objective design criteria for utility poles deployed in areas with decorative poles. Such guidelines may be adopted by any appropriate means, including without limitation by inclusion in the authority's zoning code, but such inclusion shall not subject small wireless facilities and utility poles classified as permitted uses in subsection D of this

section to zoning review. Such guidelines may be adopted only if they apply on a nondiscriminatory basis to all other occupants of the right-of-way, including the authority. A wireless provider that seeks to collocate small wireless facilities on a decorative pole shall comply with Section 4 of this act. A wireless provider that is required to replace a decorative pole at its expense in compliance with Section 5 of this act shall conform the new decorative pole to the design aesthetics and material of the decorative pole(s) being replaced.

H. Wireless providers shall comply with reasonable and nondiscriminatory requirements that prohibit communications service providers from installing utility poles or other structures in the right-of-way in an area designated solely for underground or buried cable and utility facilities where:

1. The authority has required all cable and utility facilities other than authority poles and attachments to be placed underground (i) by a date certain before the application is submitted or (ii) by a date certain within two (2) years after the application is submitted, if relocation of facilities has commenced;

2. The authority does not prohibit the replacement of authority poles in the designated area; and

3. The authority permits wireless providers to seek a waiver of the undergrounding requirements for the placement of a new utility pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner.

I. Subject to Section 4 of this act and subsection D of this section, and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R., Section 1.1307(a)(4) of the FCC rules, an authority may require reasonable, technically feasible, nondiscriminatory and technologically neutral design or concealment measures in a historic district. Any such design or concealment measures may not have the effect of prohibiting any provider's technology, nor may any such measures be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility.

J. The authority, in the exercise of its administration and regulation related to the management of the right-of-way, must be competitively neutral with regard to other users of the right-of-way, including that terms may not be unreasonable or discriminatory and may not violate any applicable law.

K. The authority may require a wireless provider to repair all damage to the right-of-way directly caused by the activities of the wireless provider in the right-of-way and to return the right-of-way to its functional equivalence before the damage pursuant to the competitively neutral, reasonable requirements and specifications of the authority. If the wireless provider fails to make the repairs required by the authority within a reasonable time after written notice, the authority may effect those repairs and charge the applicable party the reasonable, documented cost of such repairs. A wireless provider shall be required to comply with right-of-way and vegetation management practices adopted by the authority that apply to all occupants of the right-of-way.

L. Nothing in this act precludes an authority from adopting reasonable and nondiscriminatory requirements with respect to the removal of abandoned small wireless facilities. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the facility must remove the small wireless facility within ninety (90) days after receipt of written notice from the authority notifying the owner of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the authority to the owner at the last-known address of the owner. If the owner neither provides the authority written notice that the small wireless facility has not been out of operation for a continuous period of twelve (12) months nor removes the small wireless facility within the ninety-day period, the authority may remove the small wireless facility, take ownership of the small wireless facility and assess the cost of removal to the owner.

SECTION 4. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-504 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall apply to the permitting of small wireless facilities by a wireless provider in or outside

the right-of-way as specified in subsection C of this section and to the permitting of the installation, modification and replacement of utility poles by a wireless provider inside the right-of-way.

B. Except as provided in this act, an authority may not prohibit, regulate or charge for the collocation of small wireless facilities classified as permitted uses in subsection C of this section.

C. Small wireless facilities shall be classified as permitted uses and not subject to zoning review or approval if they comply with the height requirements in subsection E of Section 3 of this act and are collocated in the right-of-way in any zone or outside the right-of-way in property not zoned exclusively for residential single-family or duplex use. Utility poles installed to support small wireless facilities shall be classified as permitted uses and not subject to zoning review or approval if they comply with the height requirements in subsection E of Section 3 of this act and are collocated in the right-of-way in any zone.

D. An authority may require an applicant to obtain one or more permits to collocate a small wireless facility or install a new, modified or replacement utility pole associated with a small wireless facility as provided in Section 3 of this act, provided such permits are of general applicability for nongovernmental users of the right-of-way and do not apply exclusively to wireless facilities. An authority shall receive applications for, process and issue such permits subject to the following requirements:

1. An authority may not directly or indirectly require an applicant to perform services or provide goods unrelated to the permit, such as in-kind contributions to the authority including reserving fiber, conduit or pole space for the authority;

2. An applicant shall not be required to provide more information to obtain a permit than communications service providers that are not wireless providers, provided that an applicant may be required to include construction and engineering drawings and information demonstrating compliance with the criteria in paragraph 8 of this subsection and, for an application to collocate on an authority pole, a wireless provider may be required to provide at its expense engineering analysis demonstrating compliance with

applicable standards and codes, construction drawings stamped by a professional engineer registered in Oklahoma and a description of any recommended make-ready work, including any modification or replacement of the authority pole;

3. An authority may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole;

4. Subject to subparagraphs e and f of paragraph 8 of this subsection, an authority may not limit the placement of small wireless facilities by minimum separation distances;

5. The authority may require an applicant to include an attestation that the small wireless facilities will be operational for use by a wireless services provider within one (1) year after the permit issuance date, unless the authority and the applicant agree to extend this period or delay is caused by lack of commercial power or communications transport facilities to the site;

6. Within twenty (20) days of receiving an application, an authority must determine and notify the applicant in writing whether the application is complete. If an application is incomplete, an authority must specifically identify the missing information in writing. The processing deadline in paragraph 7 of this subsection is tolled from the time the authority sends the notice of incompleteness to the time the applicant provides the missing information. That processing deadline also may be tolled by agreement of the applicant and the authority;

7. An application shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within seventy-five (75) days of receipt of the application;

8. An authority may deny a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the height requirements in subsection E of Section 3 of this act only if the proposed application:

- a. materially interferes with the safe operation of traffic control equipment or emergency management systems or devices,
- b. materially interferes with sight lines or clear zones for transportation or pedestrians,
- c. materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement,
- d. materially interferes with Federal Aviation Administration requirements or the operation of an airport or air traffic,
- e. fails to comply with reasonable and nondiscriminatory spacing requirements of general application adopted by ordinance that concern the location of new utility poles. Such spacing requirements shall not prevent a wireless provider from serving any location,
- f. with respect to ground-mounted equipment, fails to comply with reasonable and nondiscriminatory requirements of general application adopted by ordinance that concern spacing of the ground-mounted equipment; interference with sight lines, clear zones or pedestrian access or movement; unhindered use of the right-of-way by other right-of-way occupants, including the authority; or design or concealment measures in a historic district required under subsection I of Section 3 of this act,
- g. fails to comply with applicable codes, including without limitation the most recent version of the National Electrical Safety Code,
- h. fails to comply with subsections D, G, H and I of Section 3 of this act,
- i. causes the utility pole or wireless support structure to become structurally unsound, unless the applicant

demonstrates that it will address the problem adequately, such as by modifying or replacing the structure, or

- j. materially interferes with the intended use of an authority pole;

9. The authority shall document the basis for a denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant on or before the day the authority denies an application. The applicant may cure the deficiencies identified by the authority and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The authority shall approve or deny the revised application within thirty (30) days. Any subsequent review shall be limited to the deficiencies cited in the denial;

10. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority shall be allowed at the applicant's discretion to file a consolidated application for the collocation of up to twenty-five small wireless facilities and receive a single permit; provided, however, the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch;

11. Installation or collocation for which a permit is granted pursuant to this section shall be completed within one (1) year after the permit issuance date, unless the authority and the applicant agree to extend this period, or a delay is caused by the lack of commercial power or communications facilities at the site. Approval of an application authorizes the applicant to:

- a. undertake the installation or collocation, and
- b. subject to applicable relocation requirements and the applicant's right to terminate at any time, operate and maintain the small wireless facilities and any associated utility pole covered by the permit for a period of not less than ten (10) years, which must be renewed for equivalent durations so long as they are

in compliance with the criteria set forth in paragraph 8 of this subsection;

12. Wireless providers shall comply with relocation requirements that apply to similarly situated occupants of the right-of-way; and

13. An authority may not institute, either expressly or de facto, a moratorium on:

- a. filing, receiving or processing applications, or
- b. issuing permits or other approvals, if any, for the collocation of small wireless facilities or the installation, modification or replacement of utility poles to support small wireless facilities.

E. An authority shall not require an application for the following:

1. Routine maintenance;
2. The replacement of small wireless facilities with small wireless facilities that are substantially similar or the same size or smaller; or
3. For the installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code.

An authority may, however, require a permit to work within the right-of-way for such activities, if applicable. Any such permits shall not be subject to the requirements provided in subsections C and D of this section.

SECTION 5. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-505 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall apply to activities of the wireless provider within the right-of-way.

B. A person owning, managing or controlling authority poles in the right-of-way may not enter into an exclusive arrangement with any person for the right to attach to such poles. A person who purchases or otherwise acquires an authority pole is subject to the requirements of this section.

C. An authority shall allow the collocation of small wireless facilities on authority poles subject to the application process in Section 4 of this act and the make-ready process in this section. The rates, fees and terms for such collocations shall be nondiscriminatory regardless of the services provided by the collocating person, comply with this act and be made available to wireless providers under Section 10 of this act.

D. The rates, fees and terms and conditions for the make-ready work to collocate on an authority pole described in the application shall be nondiscriminatory, competitively neutral and commercially reasonable and must comply with this act. The authority may perform the make-ready work necessary to enable the pole to support the requested collocation by a wireless provider or require the wireless provider to perform the make-ready work. If the authority elects to perform the make-ready work, it shall provide a good-faith estimate for the work, including pole replacement if necessary, within sixty (60) days after receipt of a complete application. The authority shall complete any make-ready work it elects to perform, including any pole replacement, within sixty (60) days of written acceptance of the good-faith estimate by the applicant. An authority may require replacement of the authority pole only if it demonstrates that the collocation would make the authority pole structurally unsound. The authority may require that the replaced authority pole have the same functionality as the pole being replaced. If the authority pole is replaced, the authority shall take ownership of the new pole and operate authority fixtures on the pole.

The person owning, managing or controlling the authority pole shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work shall not include costs related to preexisting or prior damage or noncompliance. Fees for make-ready work including any pole replacement shall be reasonable and nondiscriminatory and shall not exceed actual costs, which may include the amount the authority pays

a professional engineer registered in Oklahoma to review the wireless provider's make-ready work plans.

E. A wireless provider shall comply with the following requirements and specifications:

1. Requirements and specifications of the National Electrical Safety Code, the National Electrical Code and the Occupational Safety and Health Act, including amendments or revisions to such requirements or specifications, and in the event of conflict, the most stringent of such requirements and specifications;

2. Requirements and specifications of general application adopted by the authority that do not conflict with this act, including requirements and specifications that concern how equipment shall be attached to electric distribution poles so they may be climbed safely; and

3. Notwithstanding subsection D of this section, requirements and specifications of general application adopted by the authority concerning make-ready work for authority electric distribution poles.

SECTION 6. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-506 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. This section shall govern an authority's rates and fees for the placement of a wireless facility, wireless support structure or utility pole.

B. An authority may not require a wireless provider to pay any rates, fees or compensation to the authority or other person other than what is expressly authorized by this act for the right to use or occupy a right-of-way, for collocation of small wireless facilities on utility poles in the right-of-way or for the installation, maintenance, modification, operation and replacement of utility poles in the right-of-way.

C. Application fees shall be subject to the following requirements:

1. An authority may charge an application fee only if such fee is required for similar types of commercial development or construction within the authority's jurisdiction;

2. An application fee may not include:

- a. travel expenses incurred by a third party in its review of an application, or
- b. direct payment or reimbursement of third-party rates or fees charged on a contingency basis or a result-based arrangement;

3. An application fee for a collocation shall be limited to the cost of granting a permit for similar types of commercial development or construction within the authority's jurisdiction. The application and permit fees for collocation of small wireless facilities on an existing or replacement authority pole shall not exceed Two Hundred Dollars (\$200.00) each for the first five small wireless facilities on the same application and One Hundred Dollars (\$100.00) for each additional small wireless facility on the same application; and

4. The application and permit fees for the installation, modification or replacement of a utility pole and the collocation of an associated small wireless facility that are permitted uses in accordance with the specifications in subsection D of Section 3 of this act shall not exceed Three Hundred Fifty Dollars (\$350.00) per pole for access to the right-of-way.

D. The rate for occupancy of the right-of-way shall not exceed Twenty Dollars (\$20.00) per year per small wireless facility.

E. The rates to collocate on authority poles in the right-of-way shall not exceed Twenty Dollars (\$20.00) per authority pole per year.

F. There shall be no rate charged for the installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code.

G. Rates provided in this section do not include any applicable charges for electric power. A wireless provider must pay separately for such services.

H. An authority may adjust the fees and rates it adopts under this section ten percent (10%) every five (5) years rounded to the nearest dollar.

SECTION 7. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-507 of Title 11, unless there is created a duplication in numbering, reads as follows:

This act does not impose or otherwise affect any tariff, contractual obligation or right, or federal or state law regarding utility poles, similar structures or equipment of any type owned or controlled by an investor-owned electric utility or electric cooperative.

SECTION 8. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-508 of Title 11, unless there is created a duplication in numbering, reads as follows:

This section applies to activities in the right-of-way only. Nothing in this act shall be interpreted to allow any entity to provide services regulated under 47 U.S.C., Sections 521 to 573, without compliance with all laws applicable to such providers nor shall this act be interpreted to impose any new requirements on cable providers for the provision of such service in this state.

SECTION 9. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-509 of Title 11, unless there is created a duplication in numbering, reads as follows:

Subject to the provisions of this act and applicable federal law, an authority may continue to exercise zoning, land use, planning and permitting authority within its territorial boundaries with respect to wireless support structures and utility poles. No authority shall have or exercise any jurisdiction or authority over the design, engineering, construction, installation or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium or athletic facility not owned or controlled by the authority, other than to comply with applicable

codes. An authority shall evaluate the structure classification for wireless support structures under the latest version of ANSI/TIA-222. Nothing in this act authorizes the state or any political subdivision, including an authority, to require wireless facility deployment or to regulate wireless services.

SECTION 10. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-510 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. An authority may adopt an ordinance, resolution or standard agreement that makes available to wireless providers rates, fees and other terms that comply with this act.

1. Subject to subsections B, C, D and E of this section, in the absence of an ordinance, resolution or standard agreement that fully complies with this act and until such a compliant ordinance, resolution or standard agreement is adopted, if at all, wireless providers may collocate small wireless facilities on wireless support structures and utility poles other than electric distribution poles and may install and operate utility poles under the requirements of this act.

2. Upon request, an authority shall enter into a pole attachment agreement with a wireless provider for the collocation of small wireless facilities on electric distribution poles. The rates, fees and terms of the pole attachment agreement shall be reasonable and nondiscriminatory and shall comply with this act. If the wireless provider and the authority are not able to reach agreement within ninety (90) days of the request for a pole attachment agreement, the authority shall make a best-and-final offer to the wireless provider within fifteen (15) days of the expiration of the ninety-day period. The best-and-final offer shall be in the form of a pole attachment agreement that is reasonable and nondiscriminatory, complies with this act and may be accepted and signed by the wireless provider. If the authority fails to make such a best-and-final offer within fifteen (15) days of the expiration of the ninety-day period, the wireless provider may collocate small wireless facilities on the authority's electric distribution poles under the requirements of this act until the authority makes such a best-and-final offer.

B. Agreements between an authority and a wireless provider for the deployment of small wireless facilities in the right-of-way under the terms of this act are public/private agreements.

C. An agreement, ordinance or resolution that does not fully comply with this act may apply only to small wireless facilities and utility poles that became operational or were installed before the effective date of this act. An agreement, ordinance or resolution that applies to small wireless facilities and utility poles that became operational or were constructed before the effective date of this act is invalid and unenforceable beginning on the one-hundred-eighty-first day after the effective date of this act unless it fully complies with this act. If an agreement, ordinance or resolution is invalid in accordance with this subsection, in the absence of an agreement, ordinance or resolution that fully complies with this act and until such a compliant agreement or ordinance is entered or adopted, small wireless facilities and utility poles that became operational or were constructed before the effective date of this act may remain installed and be operated under the requirements of this act.

D. An agreement, ordinance or resolution that applies to small wireless facilities and utility poles that become operational on or after the effective date of this act may not be enforced beginning on the effective date of this act unless it fully complies with this act. If an agreement, ordinance or resolution is invalid in accordance with this subsection, in the absence of an agreement, ordinance or resolution that fully complies with this act and until such a compliant agreement, ordinance or resolution is entered or adopted, small wireless facilities and utility poles may be installed and operated in the right-of-way or become operational under the requirements of this act.

E. Notwithstanding the requirements in subsections C and D of this section, a communications service provider that has executed an agreement with an authority relating to small wireless facilities and utility poles prior to the effective date of this act may choose to continue to be subject to the rates, terms and conditions of that agreement for up to five (5) years beyond the effective date of this act.

SECTION 11. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-511 of Title 11, unless there is created a duplication in numbering, reads as follows:

A court of competent jurisdiction shall have jurisdiction to determine all disputes arising under this act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on authority poles and nonauthority poles, the person owning or controlling the pole shall allow the collocating person to collocate on its poles at annual rates of no more than Twenty Dollars (\$20.00) with rates to be tried up upon final resolution of the dispute.

SECTION 12. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-512 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. An authority may adopt indemnification, insurance and bonding requirements related to small wireless facility permits subject to the requirements of this section.

B. An authority may require a wireless provider to defend, indemnify and hold harmless the authority and its officers, agents and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees resulting from the installation, construction, repair, replacement, operation or maintenance of wireless facilities, wireless support structures or utility poles to the extent caused by the wireless provider, its contractors, subcontractors and their officers, employees or agents. A wireless provider has no obligation to defend, indemnify or hold harmless an authority, its officers, agents or employees against any liabilities or losses due to or caused by the sole negligence of the authority or its employees or agents.

C. An authority may require a wireless provider to have in effect insurance coverage naming the authority and its officers, agents and employees as additional insureds against the claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees described in subsection B of this section, so long as the authority imposes similar requirements on

other right-of-way users and such requirements are reasonable and nondiscriminatory.

D. An authority may require a wireless provider to furnish proof of insurance, if required, prior to the effective date of any permit issued for a small wireless facility.

E. An authority may adopt bonding requirements for small wireless facilities if the authority imposes similar requirements in connection with permits issued for other right-of-way users.

1. The purpose of such bonds shall be to:

- a. provide for the removal of abandoned or improperly maintained small wireless facilities, including those that an authority determines need to be removed to protect public health, safety or welfare,
- b. restoration of the right-of-way in connection with removals under this paragraph, or
- c. recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the authority of any of the noncompliance listed above and an opportunity to cure.

2. An authority shall not require either of the following under paragraph 1 of this subsection:

- a. a cash bond, unless any of the following apply:
 - (1) the wireless provider has failed to obtain or maintain a bond required under this section, or
 - (2) the surety has defaulted or failed to perform on a bond given to the authority on behalf of the wireless provider, or
- b. a bond in an amount exceeding One Thousand Dollars (\$1,000.00) per small wireless facility.

SECTION 13. This act shall become effective November 1, 2018.

Passed the Senate the 19th day of April, 2018.

Presiding Officer of the Senate

Passed the House of Representatives the 17th day of April, 2018.

Presiding Officer of the House
of Representatives

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____

Approved by the Governor of the State of Oklahoma this _____

day of _____, 20_____, at _____ o'clock _____ M.

Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____



Wireless Facility Permit Application

Return Permit application packet & submittals to:

Community Development
100 N. Midwest Blvd.
Midwest City, OK 73110
(405)739-1210 or (405)739-1211
commdev@midwestcityok.org

Work Site Information	<i>*For multiple site locations, please attach additional pages*</i>
Address:	
Legal Description:	

Applicant	<input type="checkbox"/> Responsible for Project (permittee)	<input type="checkbox"/> Primary Contact
Company:		
Contact Name:		Phone:
Address:		
Email:		Alt. Phone:

Contractor <input type="checkbox"/> Same as above	<input type="checkbox"/> Responsible for Project (permittee)	<input type="checkbox"/> Primary Contact
Business Name:		
Contact Name:		Phone:
Address:		
Email:		Alt. Phone:

Proposed Start Date: _____ Estimated Completion Date: _____

GIS Coordinates: _____

Reason for Work

- Construct New Facility Repair/Replace/Modify Existing Facility

Construction Method

- Bore Open Trench Aerial Facility Plow
 Cut in Roadway: Yes No Cut in Sidewalk: Yes No
 Size of Excavation: Length (ft): _____ Width (ft): _____ Depth (ft): _____ Bore Line (ft): _____
 Description/Location of Work: _____

Traffic Control: No Traffic Control Plan Traffic Control Plan Included
 Within State or Federal ROW? State Federal

Type of Pole or Structure: _____

Interference Certification I, the undersigned, certify that the operation of the proposed wireless facility shall not cause any interference with the City’s traffic signal system, public safety radio system, private police cell system, or other City communication infrastructure.

Operating Frequencies of Wireless Facility: _____

Printed Name _____ Signature _____

24 Hour Emergency Phone Contacts

Name _____ Phone Number _____
 Name _____ Phone Number _____

Minimum Submittal Requirements Checklist

	Item/Description
<input type="checkbox"/>	Completed Application (Signed and dated)
<input type="checkbox"/>	Construction and/or Site Plans should include the following: <ol style="list-style-type: none"> 1. Aerial map and street view image of existing pole or structure 2. Stamped drawings/certification or pole or structure stability 3. Drawings and calculations for size conformity 4. Stamped electrical plans 5. Drawings or pictures of proposed attachments – before and after images 6. Scaled dimensional drawings for current right of way 7. Proposed schedule for the installation & completion of each wireless facility included in application 8. Evidence of consent of owner of such pole of proposed collocation if owner is other than applicant 9. Construction and/or site plans shall be to a uniform engineering scale (1:10, 1:20)

I certify that I am an authorized signer for this permit application. Once the permit is issued, I accept and agree to comply with all requirements, terms, conditions and provisions associated with the permit. I also agree to abide by Midwest City Ordinances regarding wireless facilities and work being done in the right of way. I certify that this application and the included documents are accurate and complete to the best of my knowledge.

Applicant Printed Name: _____

Applicant Signature: _____ **Date:** _____

FOR CITY USE ONLY:

Planning: Approved/Denied _____

Engineering: Approved/Denied _____

Building: Approved/Denied _____

IT: Approved/Denied _____




MUNICIPAL AUTHORITY


AGENDA


April 9, 2019

 The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City YouTube channel: City of Midwest City.

 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

April 09, 2019 - 6:01 PM

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.

A. **CALL TO ORDER.**

B. **DISCUSSION ITEMS.**

- 1.** Discussion and consideration of approving the minutes of the regular meeting of March 26, 2019 as submitted. (City Clerk - S. Hancock)
- 2.** Discussion and consideration of awarding the bid to PDI Communications, Inc. for one hundred and fifty-eight (158) new 55" hospitality televisions at a cost not to exceed \$94,531.40 for the Sheraton/Reed Convention Center. (Secretary - S. Hancock)
- 3.** Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan. (C. Barron - Finance)

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 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 26, 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 6:52 PM with the following members present: Trustees 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: Trustee Susan Eads.

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

1. Discussion and consideration of approving the minutes of the regular meeting of March 12, 2019 as submitted.
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.
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.
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.

NEW BUSINESS/PUBLIC DISCUSSION.

Greg Neito with the Baker Group spoke to the Council.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 6:55 PM.

ATTEST:

MATT DUKES, Chairman

SARA HANCOCK, Secretary



Memorandum

TO: Honorable Chairman and Trustees

FROM: Sara Hancock, Secretary

DATE: April 9, 2019

SUBJECT: Discussion and consideration of awarding the bid to PDI Communications, Inc. for one hundred and fifty-eight (158) new 55” hospitality televisions at a cost not to exceed \$94,531.40 for the Sheraton/Reed Convention Center.

Bids were received on February 26, 2019 for 150 or more new 55” hospitality televisions for the Sheraton/Reed Convention Center. Unit cost per television is \$598.30, which includes removal and installation. Staff recommends award of the bid to PDI Communications, Inc., whom submitted the lowest and best bid per specifications.

Attached is the bid tabulation for all bids received.

Staff recommends awarding the bid to PDI Communications, Inc.

Sara Hancock
Sara Hancock, Secretary

Bid Tabulation

One hundred fifty (150) or more new 55" hospitality televisions

Opened: February 26, 2019

Awards: March 26, 2019 or after

	Model Bid:	Amount:	Quantity:
2M Solutions	LG Hospitality Lite 55LV340H	\$1,020.00 per unit \$153,000 Total Net Price	150
PDI Communications, Inc.	Samsung Hospitality Lite HG55NJ670UFXZA	\$598.30 per unit \$89,745 Total Net Price	150
Best Buy Business		Incomplete bid	
LG Electronics, USA - Hospitality		No Bid	
Commercial Sales & Service		No Bid	
KniTec Inc.		No Bid	
SHI International Corp.		No Bid	
Troxell Communications, Inc		No Bid	



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: April 9, 2019

SUBJECT: Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan.

Due to rainy and cold weather conditions, year-to-date revenue collections for the golf course are only at 75% of budget. Therefore, it is necessary to provide a loan from City Fund 45-Welcome Center and City Fund-Parks and Recreation to Municipal Authority Fund 197 – John Conrad Golf to fund continuing operations.

Christy Barron

Christy Barron
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

April 9, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City YouTube channel: City of Midwest City.



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

April 09, 2019 - 6:02 PM

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.

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the 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 26, 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)
- 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 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 26, 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 6:56 PM with the following members present: Trustees: 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: Trustee Susan Eads.

DISCUSSION ITEM.

1. **Discussion and consideration of approving the minutes of the regular meeting of February 26, 2019, as submitted.** Allen made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was taken.
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.** After Staff and Council discussion, Bowen made a motion to enter into the contract, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:58 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

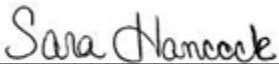
From: Sara Hancock, Secretary

Date: April 9, 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



NEW BUSINESS/
PUBLIC DISCUSSION

