



MIDWEST CITY
MEETING AGENDAS FOR
November 27, 2018

STAFF BRIEFING

City Hall - Midwest City Council Conference Room, second floor
100 N. Midwest Boulevard

November 27, 2018 – 6:00 PM

To make a special assistance request for any meeting, 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.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Memorial Hospital Authority for November 27, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

November 27, 2018 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan Public Works Director
- Pledge of Allegiance by Midwest City High School Jr. ROTC Cadets
- Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 13, 2018, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of October, 2018. (Finance - C. Barron)
3. Discussion and consideration of passing and approving a resolution establishing a comprehensive written policy for investment of municipal funds. (Finance - C. Barron)
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
5. Discussion and consideration of revising the current Administrative Services Agreement with Sun Life Assurance Company of Canada (SunLife) which provides administrative services for the employee dental plan for the fiscal year 2018/2019; approving the resolution designating SunLife Assurance Company of Canada as the Dental Claims Administrator for the City of Midwest City Life and Health Plan; and approving the amendments that are due to SunLife acquiring Assurant Employee Benefits; there are no monetary impacts from these changes to our Service Agreement with SunLife. (Human Resources - C. Wilson)
6. Discussion and consideration of the approval of a Medical Retirement Application made by Employee 2890 through the Oklahoma Municipal Retirement Fund (OMRF).
7. Discussion and consideration approving an assurance agreement and resolution authorizing an application for financial assistance from the Association of Central Oklahoma Governments' (ACOG) Public Fleet Conversion Grants Fund. (City Manager - T. Lyon)

8. Discussion and consideration of approving and entering into an agreement with SPS VAR, LLC from October 22, 2018 to January 31, 2019 in the amount of \$2,125.00 for hardware and software maintenance. (Information Technology - R. Rushing)
9. Monthly Neighborhood Services report for October 2018. (Neighborhood Services - M. Stroh)
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180821 from the State Department of Environmental Quality for the Kanaly's 2nd Addition, Block 2, Lots 1-7 Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
11. Discussion and consideration of accepting a Grant of Easement Agreement for the construction of the West Palmer Loop Trail extension located from S.E. 15th Street to S.E. 29th Street. The easement is located within the corporate limits of the City of Midwest City, located in the West Half of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
12. Discussion and consideration of accepting maintenance bonds from Jordan Contractors, Inc. in the amount of \$23,090.00. (Community Development - P. Menefee)
13. Discussion and consideration of declaring as surplus property One (1) 2006 Diamond Gang mower serial # 32528/3259/3260, One (1) 2006 John Deere tractor 6415 serial # L06415A499876, Two (2) 30' x 50' Celina Brand tents with poles and stakes, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDVR9RHA49269 equipment # 09-03-25, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDTVROFHA48639 equipment # 09-03-27 and One (1) Meyer snow plow. (Public Works - V. Sullivan)

D. DISCUSSION ITEMS.

1. (PC – 1976) Discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the October 23, 2018 Council meeting. (Community Development - B. Harless)
2. (PC – 1982) Discussion and consideration of approval of the Midtown Office Park Section II Preliminary Plat for the property described as a tract of land lying in the NE/4 of Section 11, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
3. Discussion and consideration of a resolution of the Council of City of Midwest City, Oklahoma, authorizing execution of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma (RTA). (City Manager - G. Henson)



CONSENT AGENDA



A notice for staff briefings for the Midwest City Council 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 Staff Briefing Minutes

November 13, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matthew Dukes called the meeting to order at 6:00 PM with the following members present: Councilmembers Susan Eads, Española Bowen, Pat Byrne, *Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for November 13, 2018. Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes recessed the City Council meeting at 6:07 PM and proceeded to Midwest City Hospital Authority meeting. Council returned to City Council Meeting at 6:18 PM.

* Councilmember Reed left the meeting at 6:27 PM.

Mayor Dukes adjourned the meeting at 6:28 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

A notice for staff briefings for the Midwest City Council 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

November 13, 2018 – 7:00 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 7:00 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, *Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

*Councilmember Reed arrived at 7:01 PM.

Opening Business. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Carl Albert High School Jr. ROTC Cadets Meghan DeBolt and Taylor Lair. Council and Staff made community-related announcements. Mayoral proclamations included: retiree Arval Russel, “Veterans Day Parade Grand Marshal Day” for Representative Gary W. Banz, “Small Business Appreciation Day,” and “Native American Month.”

Consent Agenda. Eads made a motion to approve the consent agenda, as submitted, except for items 3, 4, 5, and 6, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 23, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov't Sales Tax Fund, expenses/City Manager (01) \$4,579; expenses/General Gov't (14) \$256. General Fund, expenses/ City Clerk (02) \$988; expenses/ Personnel (03) \$4,838; expenses/City Attorney (04) \$356; expenses/Community Development (05) \$21,053; expenses/Park & Rec (06) \$5,146; expenses/Finance (08) \$7,009; expenses/ Street (09) \$18,469; expenses/Animal Welfare (10) \$3,109; expenses/Municipal Court (12) \$4,887; expenses /Neighborhood Services (15) \$12,838; expenses/I.T. (16) \$5,346; expenses /Emergency Response (18) \$13,361; expenses/Swimming Pool (19) \$2,187; expenses/ Communications (20) \$651. Technology Fund, expenses/General Gov't (14) \$1,747. Street Light Fee Fund, expenses/General Gov't (14) \$194. Police Fund, expenses /Police (62) \$308,833. Juvenile Fund, expenses/Municipal Court (12) \$778. Fire Fund, expenses/Fire (64) \$4,394. Welcome Center Fund, expenses/Tourism (74) \$1,706. CVB Fund, expenses/Visitors Bureau (07) \$1,034; expenses/Economic (87) \$1,238. Emergency Operations Fund, expenses/ Emergency Operations (21) \$5,092. Public Works Fund, expenses/Public Works (30) \$10,134. Fleet Fund, expenses/Fleet (25) \$10,380. Surplus Fund, expenses/Surplus Property (26) \$397. Activity Fund, expenses/Parks (23) \$84; expenses/Recreation (78) \$459. Park & Recreation Fund, expenses/Park & Rec (06) \$983. CDBG Fund, expenses/Grants Management (39) \$7,153. Risk Fund, expenses/Risk Insurance (29) \$2,377. L&H Fund, expenses/ Personnel (03) \$369. Disaster Relief Fund, expenses/Neighborhood Services (15) \$1,985.

3. **Discussion and consideration of revising the current Administrative Services Agreement with Sun Life Assurance Company of Canada (SunLife) which provides administrative services for the employee dental plan for the fiscal year 2018/2019; the amendments are due to SunLife acquiring Assurant Employee Benefits; there are no monetary impacts from these changes to our Service Agreement with SunLife.** No action was taken on this item.
4. **Discussion and consideration of the approval of the Collective Bargaining Agreement with the Fraternal Order of Police (FOP) Lodge #127 as negotiated to be effective for fiscal years 2018-2019 through 2019-2020.** Eads made a motion to approve the agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of approving a .90 percent across the board increase to base salary of city employees not covered by a collective bargaining agreement effective July 1, 2018.** Eads made a motion to approve the increase, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and Consideration of Approving a Resolution Expressing Support for the Title Transfer of the Norman Project (Lake Thunderbird) to the Central Oklahoma Master Conservancy District (COMCD) and Requesting COMCD Undertake a Long-term Operational Analysis and Cost of Service Study to Assist the Board and the Member Cities.** Eads made a motion to approve Resolution 2018-29, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
7. Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 9600 Nawassa Dr. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
8. Discussion and consideration of accepting Permanent and Temporary Drainage Easements for a drainage improvement project partially located at 900 Caldwell Drive, within the corporate limits of the City of Midwest City, in the Southeast Quarter of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180812 from the State Department of Environmental Quality for The Dollar General Sewer Line Extension, Midwest City, Oklahoma.
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180611 from the State Department of Environmental Quality for The Estates at Midwest City Sewer Line Extension, Midwest City, Oklahoma.
11. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180610 from the State Department of Environmental Quality for the Estates Water Line Extension, Midwest City, Oklahoma.

12. Discussion and consideration of entering into an agreement with The Meadows Center for Opportunity, Inc. to securely dispose of hard disk drives pulled from previously declared surplus equipment at a cost of \$2.00 per hard disk drive.
13. Discussion and consideration of approving and entering into an agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the City will participate in a standard services contract to provide access to criminal justice and law enforcement data via “portal” account.
14. Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2018-19 to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$43.78 per day per prisoner.
15. Discussion and consideration of appointing Ms. Susan Boules as a replacement for Ms. Margie Humby, for a three-year term to the Midwest City Tree Board.
16. Discussion and consideration of the appointment of Mr. Steve Foster to the Plumbing, Gas and Mechanical Board for a three-year term.
17. Discussion and consideration of appointing Mr. Ed Schratwiser to fill the unexpired term of Mr. Rick Allison on the Traffic and Safety Commission.

Discussion Items.

1. **(PC – 1981) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to C-3, Community Commercial District for the property described as a part of the SW/4 of Section 30, T-12-N, R-1-W of the Indian Meridian, Oklahoma County, Oklahoma, addressed as 10001 NE 10th Street.** Bowen made a motion to approve Ordinance 3355, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of a presentation by Association of Central Oklahoma Governments (ACOG) regarding an update on the Regional Transit Authority (RTA) Trust Indenture.** ACOG representatives, Mark Sweeney, John Sharp, and Catherine Holmes addressed the Council. No action was needed.
3. **Discussion and Consideration to approve an Ordinance Amending the Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-11; Time of Regular Scheduled Meetings of Council; and Providing for Repealer and Severability.** Reed made a motion to approve Ordinance 3356, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

4. **Discussion and consideration of an ordinance amending certain provisions of Ordinance no. 3291 creating Increment District Number Two, City of Midwest City, Oklahoma (the “Sooner Rose Increment District”) relating to the apportionment of sales taxes from within the Sooner Rose Increment District; amending that certain “project plan relating to Increment District Number Two, City of Midwest City, Oklahoma (Sooner Rose Increment District)” relating to the apportionment of sales taxes from the Warren Theatre facility; providing for severability; declaring an emergency; and containing other provisions relating thereto.** Byrne made a motion to approve Ordinance 3357, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Eads made a motion to approve the Emergency Clause of Ordinance 3357, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

The following people addressed the Council: Shane Bernard, 1812 N. Midwest Blvd., Steve Hough, 13220 Shirley Ln., Ken Drye, 2512 S. Post, Lindsey Hutcheson, 2101 N. Rose Dr., Bob Kllington, 7725 NE 16th, Barry Templeman, 1010 S. Westminster Rd., Terrell Winler, 10408 E. Reno, Donnie Jones, 10200 N.E. 4th, and Mike Stroh, Neighborhood Services Director.

**Mayor Dukes left meeting at 8:18pm and returned at 8:21pm.

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 8:36 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: November 27, 2018

Subject: Discussion and consideration of accepting the City Manager's Report for the month of October, 2018.

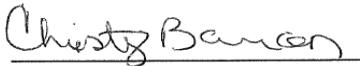
The funds in October that experienced a significant change in fund balance from the September report are as follows:

Water (191) decreased because of the quarterly payment to:
Central Oklahoma Master Conservancy <\$277,821>

Downtown Redevelopment (194) decreased due to the payment to:
A-Tech Paving <\$90,030>

Hotel/Conference Center (195) had an operational gain of \$84,001 in October.

MWC Hospital Authority (425) activities for October:
Compounded Principal (9010) – unrealized loss on investment <\$4,863,728>
Discretionary (9050) – unrealized loss on investment <\$1,001,351>
This item is at Council's discretion.



Christy Barron
Finance Director



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: November 27, 2018

Subject: Discussion and consideration of passing and approving a resolution establishing a comprehensive written policy for investment of municipal funds.

A resolution was approved on October 10, 2006 that granted the City Treasurer authority to invest and reinvest available surplus funds on a continuing basis. That resolution simply stated our investment policy was to follow state, federal, and municipal code restrictions in the investment of funds.

It is my opinion, that a comprehensive written investment policy is necessary to give more guidance on investing surplus operating funds. My plan is to periodically evaluate how the attached policy is working and recommend amendments for Council approval, as necessary.

Staff recommends approval.

Christy Barron
Finance Director

RESOLUTION NO. 2018-_____

A RESOLUTION ESTABLISHING A COMPREHENSIVE WRITTEN POLICY FOR INVESTMENT OF MUNICIPAL FUNDS

WHEREAS, 62 O.S. § 348.1 provides that the City Treasurer, when authorized by the appropriate governing body by resolution, can invest monies in the custody of the treasurer in the manner specified in state statutes.

WHEREAS, Government Finance Officers Association recommends that all governments establish a comprehensive written investment policy, which is adopted by the governing body.

WHEREAS, Resolution 2006-31 approved by Council on October 10, 2006 recognized the necessity to improve procedures by investing available funds to earn additional revenue and granted the duly-appointed treasurer authority to invest and reinvest available surplus funds on a continuing basis.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Midwest City, Oklahoma, the investment policy attached is adopted and all amendments shall require Council approval.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 27th day of November, 2018.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 27th day of November, 2018.

HEATHER POOLE, City Attorney

The City of Midwest City, Oklahoma

POOLED OPERATING FUNDS INVESTMENT POLICY – November 27, 2018

I. **Policy**

It is the policy of the City of Midwest City to invest public funds in a manner which will provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the City in conformance with the constitution and laws of the State of Oklahoma and the Charter, Ordinances, and Resolutions of the City of Midwest City. In order to further ensure that these policy goals are accomplished, the City Council may hire independent professional investment consultants to advise the Council and the City Treasurer.

II. **Scope**

This policy applies to the operating funds of the City and its authorities, except the Hospital Authority compound principle investments, which are governed by a separate investment policy.

The operating funds of the City will be consolidated for investment purposes with investment income periodically allocated to various funds based on their respective participation. These funds will be identified in the accounting system as pooled investments. The Finance Department will maintain records of all pooled investments, showing the amount invested in each fund and the distribution of interest earned by each fund.

It is recognized that the City currently holds investment assets that do not meet all tenets of this investment policy. The tenets of this investment policy will be applied to all investments purchased after formal approval. The investment portfolio will be continuously evaluated to determine if pre-existing investments which do not meet the tenets of this investment policy can be sold.

III. **Authority**

62 O.S. § 348.1 provides that the City Treasurer, when authorized by the appropriate governing body by resolution, can invest monies in the custody of the treasurer in the manner specified in state statutes.

City resolution 2006-31 gives the City Treasurer authority to invest and reinvest available funds on a continuing basis.

IV. **Objectives**

The City Treasurer will follow four major, prioritized objectives in investing funds which are surplus to the current cash needs of the City:

1. **Legality** – All investment transactions will be in accordance with all applicable State and Federal Statutes, City Charter and Municipal Code restrictions and the tenets of this investment policy (subject to the scope section above);
2. **Safety** – Safety of principal is the foremost objective of the City’s investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital of the portfolio. This objective will be to minimize credit risk and interest rate risk. The City will strive to diversify the investment portfolio with respect to maturity, issuer, and security type so that potential losses on individual securities can be minimized. Interest rate risk will be addressed by holding at least 30% of portfolio’s total market value in securities with a maturity of two years or less.
3. **Liquidity** – The investment portfolio shall be sufficiently liquid to enable the City to meet all of the operating cash flow needs reasonably anticipated. This will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.
4. **Return on Investments** – The City’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City’s investment risk constraints, liquidity needs and cash flow characteristics of the portfolio. Return shall be subordinate to safety and liquidity.

V. **Prudence**

- A. Investments shall be made with judgment and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- B. The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio.
- C. The “prudent person” concept discourages speculative transactions; it attaches primary significance to the preservation of capital and secondary importance to the generation of income and capital gains. The “prudent person” is expected to be reasonably well informed, but not a professional investor or market maker, who is obligated to act responsibly.

- D. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with Federal and State Statutes, City Ordinances, proper execution of the investment program, or which could impair their ability to make impartial decisions. Investment officials, including their immediate family or family members, shall disclose to the City Manager and/or City Treasurer any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment portfolio. Investment officials shall subordinate their personal investment transactions to those of the City.

VI. **Authorized and Suitable Investments**

- A. As established in 62 O.S. § 348.1 and § 348.3, the City is authorized to invest in the following securities:
1. Direct obligations of the U.S. Government, its agencies or instrumentalities to the payment of which the full faith and credit of the government is pledged, or obligations to the payment of which full faith and credit of this state is pledged.
 2. Collateralized or insured certificates of deposit or other evidences of deposits of savings and loan associations, banks, savings banks and credit unions located in this state, when the certificates of deposit are secured by acceptable collateral as provided in 62 O.S. § 517.5, or fully insured certificates of deposit at banks, savings banks, savings and loan associations and credit unions located out-of-state.
 3. Savings accounts or savings certificates of savings and loan associations, banks, and credit unions, to the extent that the accounts or certificates are fully insured by the Federal Deposit Insurance Corporation.
 4. County, municipal or school district direct debt obligation for which an ad valorem tax may be levied or bond and revenue anticipation notes, money judgments against such county, municipality or school district ordered by a court of record or bonds or bond and revenue anticipation notes issued by a public trust for which such county, municipality or school district is a beneficiary thereof. All collateral pledged to secure public funds shall be valued at no more than market value. The income received from that investment may be placed in the general fund of the governmental subdivision to be used for general governmental operations, the sinking fund, the building fund, or the fund from which the investment was made. Investments in this category shall be restricted to Oklahoma issues that carry an AA- or above Standard and Poor's rating, or Aa3 or above Moody's Investor Services rating.
 5. Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as

to principal and interest by federal agencies or United States government-sponsored enterprises.

6. Prime banker's acceptances which are eligible for purchase by the Federal Reserve System and which do not exceed 270 days maturity. Purchases of prime banker's acceptances shall not exceed ten percent of the surplus funds of the City which may be invested pursuant to this paragraph. Not more than one-half of the ten percent limit shall be invested in any one commercial bank pursuant to this paragraph. Banker's acceptances purchased by the City should possess the highest credit rating issued by Moody's Investor Services or Standard and Poor's.
 7. Prime commercial paper which shall not have a maturity that exceeds 180 days nor represent more than ten percent of the outstanding paper of an issuing corporation. Purchases of prime commercial paper shall not exceed seven and one-half percent of the surplus funds of the City which may be invested pursuant to this paragraph. The City may invest in commercial paper issued by domestic corporations, which have received the highest short-term rating issued by Moody's Investor Service or Standard and Poor's.
 8. Repurchase agreements that have underlying collateral of direct obligations or obligations of the United States government, its agencies and instrumentalities. Repurchase agreements will only be entered into upon execution of an approved master repurchase agreement. Such master repurchase agreement will provide, among other things, for the delivery of securities to either the City or an approved third party safekeeping organization.
 9. Money market funds regulated by the Securities and Exchange Commission (SEC) and in which investments consist of the investments specified in paragraphs one through six of 62 O.S. § 348.3. The money market fund portfolio must consist of domestic securities. To be eligible for investment pursuant to this section these companies shall either: 1) attain the highest ranking letter or numerical rating provided by at least one nationally recognized statistical-rating organization or 2) have an investment advisor registered or exempt from registrations with the SEC with not less than five years' experience managing money market mutual funds and with assets under management in excess of \$500,000,000.
- B. To the extent possible, the City Finance Department will attempt to match investments with anticipated cash flows. Unless matched to a specific cash flow, investments will not be made in securities maturing no more than five years from the date of purchase. Mortgage-backed securities (MBS), collateralized mortgage obligations (CMO), and pass-thru securities are restricted to securities with a final maturity of five years or less or have a weighted average life of five years or less when analyzed in a +300 basis point interest rate environment. **It should be noted that the City currently owns MBS, CMO, and pass-thru securities with maturity dates exceeding this requirement. As stated in the scope section of the investment policy, this requirement applies to purchases made after adoption of the investment policy. The City's investment portfolio will be**

continuously analyzed to determine if assets not meeting this requirement can be sold. Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.

- C. Because of the inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as demand deposit accounts, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.
- D. Investments with maturities longer than five years from the date of purchase must provide income (e.g. periodic interest payments) on at least an annual basis and shall be limited to securities for which there is an active and immediate secondary market, such as U.S. Treasury Notes.
- E. The City occasionally loans money from one fund to another. Nothing in this investment policy prohibits this practice. Interfund loans will be evidenced by a formal promissory note that is approved by City Council. All intercity loans with terms exceeding five years require careful consideration as to the City's liquidity needs.

VII. **Collateralization**

- A. The City Treasurer is authorized by statute to invest in certain securities when those securities are collateralized, as evidenced by pledge of joint custody. In all cases of collateralization, the collateral shall be held by a third party custodian with whom the City has a current custodial agreement or be held in the name of both parties by the Federal Reserve Bank servicing Oklahoma.

Collateralization shall be required as follows:

- | | |
|---|------|
| 1. Surplus cash in demand deposit amounts | 110% |
| 2. Certificates of deposit | 110% |
| 3. Repurchase agreements | 102% |

According to 62 O.S. § 517.5, acceptable collateral for demand deposit accounts and certificates of deposit are as follows:

- 1. Obligations, including letters of credit of the United States Government, its agencies and instrumentalities;
- 2. Obligations of this state or of a county, municipality, or school district of this state or of an instrumentality of this state or a county, municipality or school district of this state;

3. General obligation bonds of any other state of the United States; and
 4. A surety bond if:
 - a. subject to the terms and conditions of the bond, it is irrevocable and absolute,
 - b. the surety bond is issued by an insurance company authorized to do business in Oklahoma, and which has been approved by the State Treasurer,
 - c. the issuer of the surety bond does not provide surety bonds for any one financial institution in an amount that exceeds ten percent (10%) of the surety bond insurer's policyholders' surplus and contingency reserve, net of reinsurance, and
 - d. the claims-paying ability of the authorized insurance company is rated, at all relevant times, in the highest category by at least two nationally recognized rating agencies acceptable to the State Treasurer.
- B. Acceptable collateral for repurchase agreements are as follows:
1. United States Treasury Bills, Notes, Bonds or Treasury Certificates.
 2. Government National Mortgage Association obligations.
 3. Federal Home Loan Mortgage Corporation obligations.
 4. Federal National Mortgage Association obligations.
 5. Federal Farm Credit Bank obligations.
 6. Federal Land Bank obligations.
 7. Federal Home Loan Bank obligations.
- C. The City Finance Department shall verify the market value of collateral pledged is sufficient to cover the security and any additional deposits at the institution monthly. The City Treasurer shall have discretion to refuse any instrument as appropriate collateral, notwithstanding the tenets of this policy.

VIII. **Diversification**

Investment purchases will be diversified to minimize the risk of loss resulting from over-concentration of assets in a specific maturity period, a single issuer or an individual class of securities.

Investment Type Limitations
Percentage of Total Invested Principal

<u>Investment Type</u>	<u>Maximum %</u>	<u>Minimum %</u>
Repurchase agreements	100%	0%
U.S. Treasuries	100%	0%
Certificates of deposit	50%	0%
Money market funds	100%	0%
Savings Account	100%	0%
U.S. non-callable agency securities	100%	0%
U.S. callable agency securities	20%	0%
Prime commercial paper	7.5%	0%
Prime banker's acceptances	10%	0%
State, county, municipal or school district securities	20%	0%

IX. Competitive Selection of Investments

Before investments of surplus funds are placed, a competitive "bid" process (consisting of quoted interest or yield rates, dollar prices, or discount rates) shall be conducted. Bids will be secured from at least two institutions. Typically, awards will be made to the bidder offering the highest effective yield consistent with policy restrictions; however, transaction costs, diversification requirements, and other factors may be considered when awarding investments.

X. Delivery vs. Payment (DVP)

Written delivery instructions shall be provided to approved broker/dealers. All security transactions should be accomplished on a delivery versus payment (DVP) basis. Securities being purchased shall be delivered to the City's designated safekeeping agent, in the name of the City, before payment is released. The City Finance Department will provide written notification to the safekeeping agent of the expected delivery of securities with all specific information. The safekeeping agent will then forward written confirmation of the security by acceptable means of delivery to the City Treasurer.

XI. Safekeeping and Custody

- A. All investment securities shall be held in safekeeping at an institution designated by the City Treasurer. The institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP and any other pertinent information. In addition, safekeeping institutions shall send a statement on at least a monthly basis listing all securities held in each safekeeping account with market values.
- B. Certificates of deposit issued by local banks may be held in safekeeping at that institution. The institution shall issue a copy of the certificate of deposit, a safekeeping

receipt, or some other confirmation of purchase to be kept on file in the City Finance Department which indicates the amount, interest rate, issue date and maturity date of the certificate.

XII. **Authorized Depository Institutions/Financial Dealers**

No public deposit of funds shall be made with any depository institution before obtaining a Council approved pledged collateral agreement.

Any financial dealer or institution who desires to become an approved broker/dealer for investment transactions shall respond to the broker/dealer services solicitation questionnaire provided by the City Treasurer. The City Treasurer or designee shall review responses to the solicitation questionnaire and compile a list of eligible broker/dealer institutions. The list of eligible broker/dealers will be submitted to Council for approval.

XIII. **Adoption**

This investment policy may be adopted or amended only by resolution of the City Council.

This policy was adopted by resolution 2018-_____.



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: November 27, 2018

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of October 2018 which is the fourth (4) period of the FY 2018/2019.

This is a staff update

Catherine Wilson, Human Resources Director

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

Oct. 4/FY 2019: \$2,054,713
 Oct. 4/FY 2018: \$2,073,741
 Oct. 4/FY 2017: \$1,644,389
 Oct. 4/FY 2016: \$1,983,503

AUGUST AND MARCH HAVE 3 PAYROLLS

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



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

MEMORANDUM:

To: Honorable Mayor and Council
From: Catherine Wilson, Human Resources Director
Date: November 27, 2018

Re: Discussion and consideration of revising the current Administrative Services Agreement with Sun Life Assurance Company of Canada (SunLife) which provides administrative services for the employee dental plan for the fiscal year 2018/2019; approving the resolution designating SunLife Assurance Company of Canada as the Dental Claims Administrator for the City of Midwest City Life and Health Plan; and approving the amendments that are due to SunLife acquiring Assurant Employee Benefits; there are no monetary impacts from these changes to our Service Agreement with SunLife.

Attached are two communications for your review and action. The first document is our Notice of Assignment of your current Dental Claims Service Administrative Agreement (the "ASA") and our intent to assign the Business Associate Agreement (attached to the ASA) to Sun Life Assurance Company of Canada. Please note that by signing and returning the Notice of Assignment document to us, none of the terms of your ASA or BAA will change. Both the ASA and the BAA are and will remain in force and effect and your plan will continue to be serviced by the same contacts who service your plan today.

There will be no additional fees for making this change in eligibility requirements.
Staff recommends approval.

Catherine Wilson, Human Resources Director

Important change to the ASO Dental plan for The City Of Midwest City, Plan # K1901139

Dear Catherine Wilson,

As you know, Sun Life Assurance Company of Canada (“Sun Life”) acquired Assurant’s employee benefits business in March of 2016. We’ve been working hard to integrate the businesses so you can benefit from continued support from the same sales and service teams in place today.

Attached are two communications for your review and action. The first document is our Notice of Assignment of your current Dental Claims Service Administrative Agreement (the “ASA”) and our intent to assign the Business Associate Agreement (attached to the ASA) to Sun Life Assurance Company of Canada. Please note that by signing and returning the Notice of Assignment document to us, none of the terms of your ASA or BAA will change. Both the ASA and the BAA are and will remain in force and effect and your plan will continue to be serviced by the same contacts who service your plan today.

It is important that you sign and return the Notice of Assignment no later than July 01, 2018 so we can provide an amendment to your plan document naming Sun Life as the Claims Administrator.

The second document is the annual renewal letter for your Dental Plan. That letter includes the changes, if any, to the monthly per employee administration fee. Please note that the amendment to name Sun Life as the Claims Administrator will have no rate impact.

Your plan administered by Sun Life will now offer these great benefits and tools:

- **Online Advantage** will continue to be your plan administration website and offer the same capabilities that you have now.
- Access to the **Sun Life Dental Network®**, one of the nation’s largest dental PPO networks¹ with over 125,000 unique participating providers nationally
- **Online Advantage** for members and dental ID e-cards—Covered employees can access their dental ID card and other important plan information anywhere, anytime through Online Advantage
- Easy-to-use mobile app, **Benefit Tools**, takes Online Advantage mobile and provides members with on-the-go access to their dental plan information, dental ID card, claims history, and more

We are committed to making this process easy for you. If you have questions regarding the documents, please reach out to the contacts noted on the enclosed documents.

Sincerely,
Transition Services Team
Sun Life Financial

Enclosed:
Notice of Assignment
Renewal Letter
Postage-Paid Envelope

¹ Netminder data as of September 2017 and based on unique dentist count. For more information, please visit www.netminder.com.

Administrative Services Only services for self-funded dental plans are administered by Sun Life Assurance Company of Canada (Wellesley Hills, MA) and provided by Union Security Insurance Company (USIC) (Kansas City, MO) in all states except New York.

© 2018 Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481. All rights reserved. Sun Life Financial and the globe symbol are registered trademarks of Sun Life Assurance Company of Canada. Visit us at www.sunlife.com/us.



April 25, 2018

**Re: Notice of Assignment
Dental Claims Service Administration Agreement and Business Associate Agreement (the "BAA")
by and between Union Security Insurance Company ("USIC") and The City Of Midwest City**

Dear Catherine Wilson,

As you are aware, the Assurant Employee Benefits operating segment, which included the group business of USIC, was sold to Sun Life Assurance Company of Canada ("Sun Life") effective March 1, 2016 (the "Transaction").

In connection with the Transaction, effective July 01, 2018, USIC will assign to Sun Life all of USIC's right, title, and interest in, to and under the Dental Claims Service Administration Agreement (the "ASA") and Sun Life will assume, perform and be bound by the terms of the ASA.

In addition, effective July 01, 2018, USIC intends to assign to Sun Life all of the USIC's right, title, and interest in, to and under the BAA and the Sun Life will assume, perform and be bound by the terms of the BAA.

We are sending you this letter to give you notice of the assignment of the ASA and to request your consent to the assignment of the BAA. Kindly acknowledge your receipt of this letter and confirm your consent to the assignment of the BAA to Sun Life by signing below and returning a copy as promptly as practical but in no event later than July 01, 2018. A postage paid envelope is enclosed for your convenience or you can scan the signed letter and return it by email to the email address below. You may also fax this signed letter to the fax number listed below. By returning this to us electronically, you agree that the electronic copy shall act as an original.

Neither this letter nor your signature below will change the terms of the ASA or the BAA. Both the ASA and the BAA are and will remain in full force and effect.

We value our relationship with you. By signing below, we can continue to provide the same services and support from the same contacts you work with today. Once we receive your signed agreement, we will send you an amendment to your plan document naming Sun Life as the Claims Administrator of your plan.

We're committed to helping you through this change with attentive service and detailed information. If you have any questions, you can contact Judy Frisbey or Scott Edie.

Authorized Signature

Date

Best Regards,
Judy Frisbey
Judy.Frisbey@sunlife.com
816-474-2383

Scott Edie
Scott.Edie@sunlife.com
816-474-2728



April 25, 2018

Catherine Wilson
The City Of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

Re: Dental Plan K1901139

Dear Catherine Wilson,

Since March 1, 2016, Sun Life Assurance Company of Canada has administered the above-referenced plan which is provided by Union Security Insurance Company. We look forward to renewing your business for the upcoming year.

Your decision to provide Dental benefits to your employees is an excellent one. A comprehensive benefit package may play an important role in retaining your valued employees, which enhances the future of your business.

A review of your plan has been completed. For your convenience, the table below shows the monthly employee administration fee effective July 01, 2018.

Dental Plan	Current	Renewal
Employee Monthly Administration Fee	\$3.40	\$3.40

The above fee is guaranteed until July 01, 2019 unless your plan is amended prior to that date or in accordance with the administrative service agreement.

The following information is being provided as a courtesy and for informational purposes only. Please review the premium equivalent estimations listed below to help guide you when establishing the cost for your self-funded dental plan. Please feel free to modify, adjust, and/or change the premium equivalents as you deem appropriate for your self-funded dental plan. The premium equivalent information below is only an estimate of the cost for the upcoming year. The premium equivalents take into account the administration fee, any applicable broker fee, and the estimated expected claims for the upcoming year for your plan. Again, based on your own review, please determine the appropriate cost for your self-funded dental plan.

Dental	Monthly Premium Equivalent Rates*
Employee	\$26.36
Employee + Spouse	\$53.17
Employee + Children	\$63.78
Employee + Family	\$90.59

*For individuals utilizing COBRA continuance, a 2% administration fee can be charged in addition to the established premium equivalent for your self-funded dental plan.

Please note: If you have a Sun Life Financial plan that is also renewing, your Sun Life Financial renewal will be sent as a separate communication, consistent with how you have done business with both companies in the past. If you have any questions, please do not hesitate to call your benefits advisor.

Should you have any questions regarding your renewal, please contact the account management team in the Austin sales office. This team is dedicated to servicing your account and employee benefit needs.

Again, thank you for your business.

Sincerely,



Sandra Bryson, - Renewal Underwriter
Sun Life Financial
Phone: 816.474.2544

cc: Kristy Ventimiglia- Broker of Record
Austin Group Sales Office

Enclosure(s):
PPO Claims Savings Summary

Administrative Services Only services for self-funded dental plans are administered by Sun Life Assurance Company of Canada (Wellesley Hills, MA) and provided by Union Security Insurance Company (USIC) (Kansas City, MO) in all states except New York. © 2018 Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481. All rights reserved. Sun Life Financial and the globe symbol are registered trademarks of Sun Life Assurance Company of Canada. Visit us at www.sunlife.com/us.



2323 Grand Boulevard
Kansas City, MO 64108-2670

Catherine Wilson
The City Of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

Resolution 2018 _____

The undersigned, as the duly elected and acting Mayor of THE CITY OF MIDWEST CITY (City), a Municipality organized and existing under the laws of the State of Oklahoma, does hereby certify that the following is a true and correct copy of a Resolution adopted by the City Council of the Municipality through a Resolution with written consent and that the Resolution remains in full force and effect:

WHEREAS the City of Midwest City did on July 1, 2017 establish the THE CITY OF MIDWEST CITY Plan (the "Plan") for the exclusive benefit of employees of the City who become participants therein, and

WHEREAS, the City now desires to designate Sun Life Assurance Company of Canada as Dental Claims Administrator of the Plan.

NOW THEREFORE IT IS HEREBY RESOLVED:

THAT, effective as of July 1, 2018, Sun Life Assurance Company of Canada shall be and hereby is designated as the Plan's Dental Claims Administrator;

FURTHER RESOLVED, that the Plan be amended in the form attached hereto to designate Sun Life Assurance Company of Canada as the Plan's Dental Claims Administrator;

FURTHER RESOLVED, that the [Officers or other authorized person] of the Company are authorized and directed to take any other action deemed necessary or helpful to implement the resolutions set forth herein including, without limitation, by signing such instruments as are necessary to implement the foregoing.

In witness of the foregoing, the hand and seal of the undersigned is set this ____ day of _____ .

Matthew D. Dukes II, City of Midwest City Mayor

ATTEST:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this ____ day of _____, 2018.

CITY ATTORNEY, Heather M. Poole

**Self-Funded Dental Plan
Sponsored by THE CITY OF MIDWEST CITY (Employer)
Amendment to Dental Plan Document**

Designation of Dental Claims Administrator

Effective July 1, 2018

By signing below, the Employer sponsoring this Self-Funded Dental Plan ("Plan") designates Sun Life Assurance Company of Canada as the Plan's Dental Claims Administrator.

THE CITY OF MIDWEST CITY

By: _____
Matthew D. Dukes II

Date: _____

Its: City of Midwest City Mayor

ATTEST:

CITY CLERK, Sara Hancock

APPROVED as to form and legality this ____ day of _____, 2018.

Heather M. Poole, City Attorney



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: 11/27/ 2018

RE: Discussion and consideration of the approval of a Medical Retirement Application made by Employee 2890 through the Oklahoma Municipal Retirement Fund (OMRF).

Employee 2890 was diagnosed with a debilitating medical issue, and has been on leave without pay due to their illness. Employee 2890's physician has certified that their condition has and will keep them from performing the essential functions of their position. Under OMRF an employee can apply for a disability retirement.

Staff has received and reviewed the required documentation and recommends approval of this request.

This is a staff update

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

Catherine Wilson, Human Resources Director



Assistant City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: November 27, 2018

SUBJECT: Discussion and consideration approving an assurance agreement and resolution authorizing an application for financial assistance from the Association of Central Oklahoma Governments' (ACOG) Public Fleet Conversion Grants Fund.

As you may remember, you approved budget funds in the FY 18-19 for a new CNG refuse collection truck. We are seeking reimbursement on the purchase of this vehicle through the ACOG Fleet Conversion Grant Program that allows municipalities to apply for conversion grants. We would like to apply for 100 percent of the incremental cost, approximately \$45,000; however, we will be happy to accept whatever amount ACOG is able to award us.

Staff recommends approval.

TIM LYON,
Assistant City Manager

SECTION 10 - ASSURANCES & RESOLUTIONS

Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
Initial each shaded block below ↓	Incremental cost to equip one (1) new 2020 refuse collection truck with a dedicated CNG fueling system.
	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 20% cost share for eligible expenses.
	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.
I hereby certify that the statements contained within the foregoing Application for ACOG CLEAN AIR Grants for Public Fleets are true and complete to the best of the applicant's knowledge and understanding.	
Name of Applicant Organization The City of Midwest City	
Name of Authorized Official Mr. Tim Lyon	Title Assistant City Manager
Signature	Date

Subscribed and sworn to before me this _____ day of _____, 20__.

(Seal)

NOTARY PUBLIC

My Commission expires: _____

My Commission number: _____

RESOLUTION # _____
**Resolution Authorizing Application for Financial Assistance from the
Association of Central Oklahoma Governments' Public Fleet Conversion Grants
Fund**

WHEREAS, the City of Midwest City desires to seek financial assistance through the ACOG Public Fleet Conversion Grants Fund for the incremental cost to equip one (1) new 2020 refuse collection truck with a dedicated CNG fueling system to be used in residential routes in the City of Midwest City; and

WHEREAS, it is in the best interest of the City of Midwest City to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Conversion Grants Fund in the form of a grant;

NOW THEREFORE BE IT RESOLVED that the Mayor of the City of Midwest City is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Conversion Grants Fund on behalf of the City of Midwest City.

PASSED AND APPROVED by the City of Midwest City this _____ day of _____, 2018.

By: _____
MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2018.

HEATHER POOLE, City Attorney



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: November 27, 2018

SUBJECT: Discussion and consideration of approving and entering into an IBM Maintenance Services Agreement from October 22, 2018 to January 31, 2019 with SPS VAR, LLC in the amount of \$2,125.00 for hardware and software maintenance.

Midwest City has been utilizing CentralSquare's ERP Software System since 1999. As you may recall, this system runs mainly on an IBM iSeries and our current hardware is no longer covered by the original warranty. This agreement will maintain continuous support with IBM on this equipment.

Staff recommends approval.

Ryan Rushing, Information Technology Director



Remarketed IBM Maintenance Agreement

Quote with 1/31/19 Stop Date

Maintenance Services Description

Contract Term : 10/22/18 - 10/21/19
Customer Name: Midwest City

Customer Ad 100 North Midwest Blvd
Midwest City, OK 73110

Description	Type	Mod/Feat	Serial Number	Charge Start Date	Charge Stop Date	Type of Service	Charges
HWMA	9407	515	19DBA	10/22/2018	1/31/2019	24x7	\$475.00
SWMA Subscription with Supportline	9407	515	19DBA	10/22/2018	1/31/2019	24x7	\$450.00
Service Extension for V7R1 Support	9407	515	19DBA	10/22/2018	1/31/2019	24x7	\$450.00
SWMA After License Fee	9407	515	19DBA	10/22/2018	1/31/2019	24x7	\$750.00

Total Charges \$ **2,125.00**



Statement of Work for ServiceElite

Both of us agree to add the following Services as part of our ServiceElite contract.

Service Extension Support

Notwithstanding the IBM Software Maintenance terms of the ServiceElite contract or Passport Advantage Agreement, as applicable, the following terms govern Service Extension Support.

1. Scope of Work

Service Extension Support (Service) includes remote assistance (from IBM's support center or by electronic access as specified below) in response to problems discovered after a Product reaches end of service.

Product-specific terms are in Appendix A. Unless otherwise specified in Appendix A, default Service includes usage, known defect, and newly discovered defect support as described below. IBM Software Maintenance or IBM Passport Advantage coverage are prerequisites for this Service.

1.1 Usage and Known Defect Support

IBM will provide assistance for routine, short-duration installation and usage (how-to) questions and code related questions. IBM will also assist on supported product known defects for which corrective service information and fixes are available. This Service does not include preventive service, or the provision of patches, bypasses, or fixes designed to address security.

1.2 New Defect Support

If the supported Product contains defects such that it does not conform to Program specifications when properly used in the supported operating system environment for which the Program was designed, IBM will attempt to provide a corrective restriction, bypass, or fix package, that may require prerequisite or co-requisite fix packages. IBM may determine that a resolution is not feasible due to size, complexity, or risk factors associated with code implementation and dependent architectural modifications. Any fix is provided at the then-current maintenance level for the supported Product.

2. Client Responsibilities

Client agrees to install fix packages to update software to assist with problem resolution. If the fix package does not pass Client's test, IBM will use reasonable efforts to re-work the problem. Client will maintain IBM Software Maintenance or IBM Passport Advantage coverage as appropriate for the given Product.

3. Termination

IBM may withdraw this Service upon three months' written notice. Client may terminate the Service upon one month's written notice, after the Service has been in effect for at least two months for each of the Eligible Machines and supported Products. Client will receive a credit for any remaining prepaid period associated with the terminated Service. This Service does not automatically renew.

Appendix A: Product Specific Terms

A-1: AIX, i5/OS and IBM i

Refer to the supported Products listing for supported product and end of service details at <https://www-03.ibm.com/services/supline/products/>

Any newly acquired Eligible Machines and supported Products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

A-2: Licensed Program Products

The following support is covered for AIX Licensed Program Products (LPPs) and IBM i LPPs. Refer to the supported products listing for supported product and end of service details at <https://www-03.ibm.com/services/supline/products/>

Any newly acquired Eligible Machines and supported products may be added upon written request, and once accepted by IBM will be reflected in the Schedule and may result in changes to the charge for this Service.

A-2a: AIX Usage and Known Defect Support for (LPPs) Option

If Client has chosen full shift hours of coverage, IBM will use commercially reasonable efforts to respond to all other service calls within four hours.

A-2b: AIX New Defect Support for (LPPs) Option

IBM will provide new defect assistance for Severity 1 and Severity 2 problems on supported Products for which Client is entitled to receive support under the terms of the IBM Program license.

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply and supplement the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to Client Personal Data, as described in the DPA.

This Statement of Work, its applicable Transaction Documents, applicable Attachments, and the Agreement in effect between us comprise the complete agreement regarding the Services described and replace any prior oral or written communications between Client and IBM. Each party accepts the terms of this Statement of Work by signing this Statement of Work by hand or, where recognized by law, electronically.

As used in this Statement of Work, "Client", "Customer", "you" and "your" refer to the contracting entity identified below.

Agreed to:
City of Midwest City (Client)

Agreed to:
International Business Machines Corporation (IBM)

By _____
Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

Enterprise number:

Reference Attachment number:

Statement of Work number: AN0PHT

Enterprise address:

IBM address:

IBM CORPORATION
7100 HIGHLAND PARKWAY
SMYRNA, GA 30082



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

MEMO

To: Tim Lyon, Assistant City Manager
 From: Mike S. Stroh, Neighborhood Services Director
 Date: November 27, 2018
 Subject: Monthly Neighborhood Services report for October 2018

In October 2018, the Code Enforcement Division had 6 officers for the month. City Clerk's, Code Officer started training on October 18th. Together they opened 546 new cases, cleared 391 cases, contracted 42 properties, and wrote 17 new citations. This makes 7,575 cases for the year and we currently have 573 open cases.

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

	October 2017	Total 2017	October 2018	Total 2018
Tall Grass & Weeds	95	1,392	123	2,491
Rubbish	36	582	47	691
Trash & Debris	80	1,213	114	1,528
Other Nuisance	81	1,464	187	1,301
Structures	14	657	31	808
Vehicles	30	313	29	486

This shows a comparison between 2017 and 2018 of the total cases worked by each ward.

	October 2017	Total 2017	October 2018	Total 2018
Ward 1	119	1,604	97	2,405
Ward 2	50	982	38	782
Ward 3	55	935	131	1,334
Ward 4	20	632	62	661
Ward 5	66	1,032	116	1,478
Ward 6	28	397	102	917

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

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

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

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

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

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

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
, 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: November 27th, 2018

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180821 from the State Department of Environmental Quality for the Kanaly's 2nd Addition, Block 2, Lots 1-7 Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055180821 is for the construction of 405 L.F. of eight inch (8") sewer line to serve lots located in Kanaly's 2nd Addition, Block 2, on Bonaparte Drive, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 24, 2018

J. Guy Henson, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No.: SL000055180821
Kanaly's 2nd Addition, Block 2, Lots 1-7
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055180821 for the construction of approximately 405 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Kanaly's 2nd Addition, Block 2, Lots 1-7 Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 24, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: John Jackson, P. E., Jackson & Jackson Engineering, Inc.
Travis Mensik, Regional Manager, DEQ
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180821

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

October 24, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 405 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Kanaly's 2nd Addition, Block 2, Lots 1-7 Sewer Line Extension Project, located in part of SE-1/4, SW-1/4, Section 26, T-12-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on October 24, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 7) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180821

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

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

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





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: November 27th, 2018

Subject: Discussion and consideration of accepting a Grant of Easement Agreement for the construction of the West Palmer Loop Trail extension located from S.E. 15th Street to S.E. 29th Street. The easement is located within the corporate limits of the City of Midwest City, located in the West Half of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement agreement is between the Oklahoma Department of Transportation, Stillwater Central Railroad L.L.C., and the City of Midwest City. The agreement is necessary for the construction of the West Palmer Loop Trail where it uses and passes through the abandoned rail corridor.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF EASEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of November, 2018,
by and between Oklahoma Department of Transportation, the Owner, and STILLWATER
CENTRAL RAILROAD, LLC, a Kansas corporation, the Operator, hereinafter referred to as
“Grantors”, and City of Midwest City, hereinafter referred to as “Grantee”.

WHEREAS, Grantee desires to acquire a certain easement (“Easement”) in a portion of
Grantors’ property commonly known as the Stillwater Central Railroad Right Of Way, (the
“Land”), which easement is described in Exhibit “A” (“Easement Area”).

NOW, THEREFORE,

1. Grantors hereby grant to Grantee a nonexclusive easement *over/under/on/across*
the Land located as described in Exhibit A for so long as the Easement Area is used exclusively
for the purpose(s) of installation of a multi-use-path. Grantor expressly reserves for itself, its
successors and its assigns, the right to use the Easement Area or to grant other easements or
licenses at the same location so long as such *use/uses does/do* not unreasonably interfere with the
rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements
constructed or installed thereon by Grantee or associated with Grantee’s use of the Easement
Area. The operation and maintenance of such improvements and of the Easement Area shall be
at Grantee’s sole cost and expense.

3. This Easement is subject to all liens, encumbrances, covenants, conditions,
restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining
to the Land, whether or not of record. The use of the word “grant” shall not imply any warranty
on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

6. A Grantor may relocate the Easement if in the opinion of a Grantor it unreasonably interferes with the present or future use by Grantor of the Land.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantors on the Land, and Grantee shall use such routes and follow such procedures on the Land as result in the least damage and inconvenience to Grantors.

8. Grantee shall be responsible for any damage to the Land or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of the Land, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantors are to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantors, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement

Area by Grantee, however occurring, other than those caused solely by the willful misconduct or gross negligence of Grantors.

10. Grantors may terminate this Easement and all of the rights granted herein any time after six (6) months of continuous non-use of the Easement or the Easement Area by Grantee. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantors, without expense to Grantors, and any and all interest in the portion of the Land conveyed in this Easement shall automatically revert to Grantors or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantors, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantors, all such improvements shall become the personal property of Grantors at no cost to Grantors.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantors' real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of the Land.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

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

GRANTORS: STILLWATER CENTRAL RAILROAD, LLC.

By *[Signature]*

Its Director of Real Estate

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

_____ Date: _____
Rail Programs Division Manager

Reviewed and Approved as to Form
and Legality:

_____ Date: _____
Assistant General Counsel

APPROVED:

_____ Date: _____
Deputy Director

GRANTEE: CITY OF MIDWEST CITY

_____ Date: _____
Mayor – City of Midwest City

ATTEST:

Approved as to form and legality:

_____ Date

_____ Date
Municipal Attorney

(SEAL)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF KANSAS,
COUNTY OF Crawford

On 11-8-18 before me, Barbara Crawford, a notary public in and for said County and State, personally appeared Keith Cameron personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

Rev. 9/29/99

Barbara Crawford
(Signature of Notary Public)



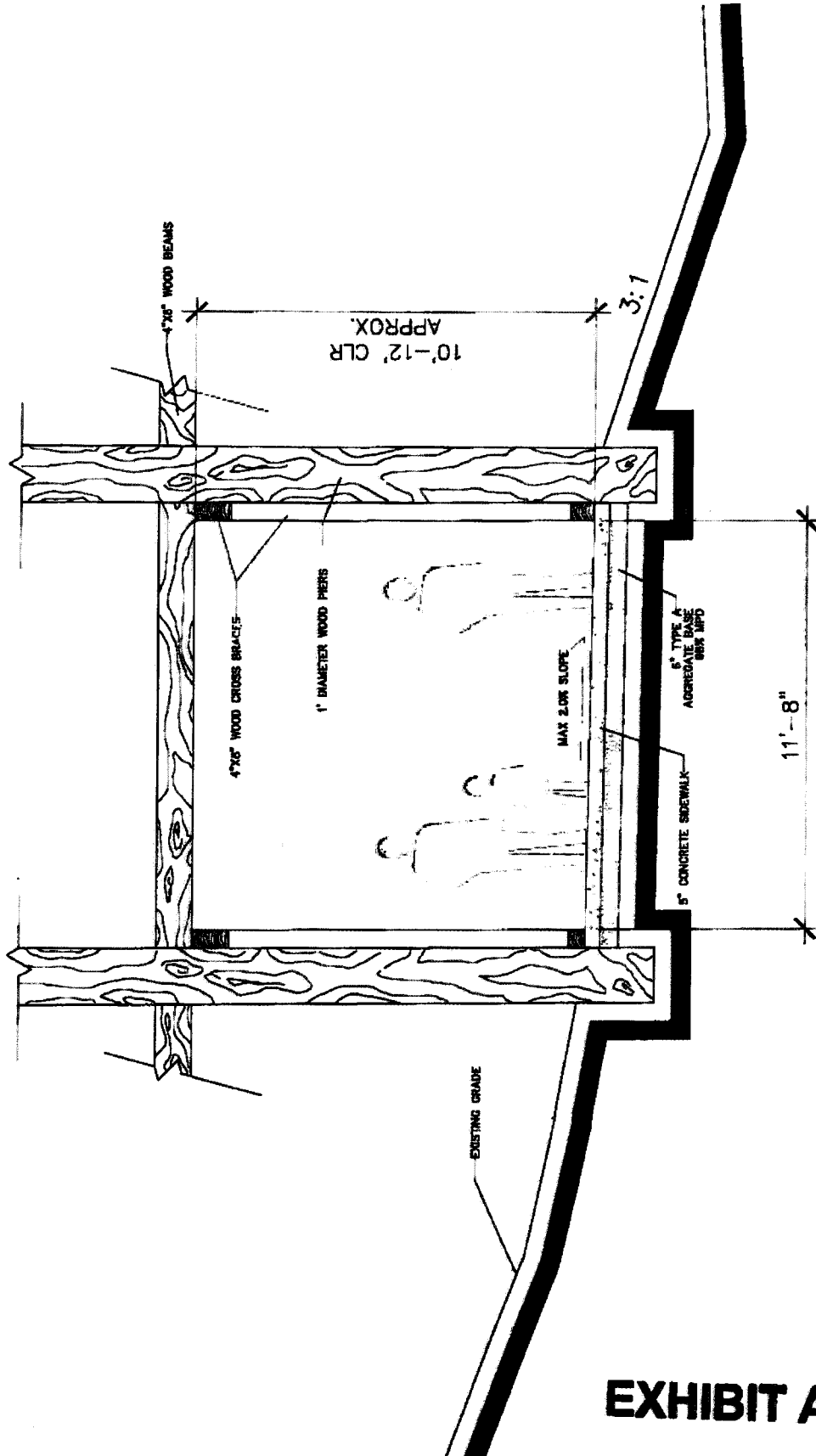


EXHIBIT A

WEST PALMER LOOP TRAIL: EXHIBIT SECTION

SCALE: 1" = 4'-0"

PLAN LEGEND

1.00	EXISTING	1.00	EXISTING
1.01	NEW	1.01	NEW
1.02	REMOVE	1.02	REMOVE
1.03	CONCRETE	1.03	CONCRETE
1.04	ASPHALT	1.04	ASPHALT
1.05	GRAVEL	1.05	GRAVEL
1.06	PAVEMENT	1.06	PAVEMENT
1.07	GRASS	1.07	GRASS
1.08	WOOD	1.08	WOOD
1.09	STEEL	1.09	STEEL
1.10	BRICK	1.10	BRICK
1.11	STONE	1.11	STONE
1.12	GLASS	1.12	GLASS
1.13	PLASTER	1.13	PLASTER
1.14	CEILING	1.14	CEILING
1.15	FLOOR	1.15	FLOOR
1.16	WALL	1.16	WALL
1.17	DOOR	1.17	DOOR
1.18	WINDOW	1.18	WINDOW
1.19	ROOF	1.19	ROOF
1.20	MECHANICAL	1.20	MECHANICAL
1.21	ELECTRICAL	1.21	ELECTRICAL
1.22	PLUMBING	1.22	PLUMBING
1.23	LANDSCAPE	1.23	LANDSCAPE
1.24	UTILITIES	1.24	UTILITIES
1.25	BOUNDARY	1.25	BOUNDARY
1.26	SETBACK	1.26	SETBACK
1.27	RIGHT-OF-WAY	1.27	RIGHT-OF-WAY
1.28	ADJACENT PROPERTY	1.28	ADJACENT PROPERTY
1.29	EXISTING ROAD	1.29	EXISTING ROAD
1.30	NEW ROAD	1.30	NEW ROAD
1.31	RAILROAD	1.31	RAILROAD
1.32	UTILITY	1.32	UTILITY
1.33	WATER	1.33	WATER
1.34	SEWER	1.34	SEWER
1.35	STORM	1.35	STORM
1.36	POWER	1.36	POWER
1.37	TELEPHONE	1.37	TELEPHONE
1.38	CABLE	1.38	CABLE
1.39	TRAIL	1.39	TRAIL
1.40	BIKEWAY	1.40	BIKEWAY
1.41	WALKWAY	1.41	WALKWAY
1.42	DRIVEWAY	1.42	DRIVEWAY
1.43	ALLEY	1.43	ALLEY
1.44	STAIR	1.44	STAIR
1.45	ELEVATOR	1.45	ELEVATOR
1.46	RAMP	1.46	RAMP
1.47	LANDING	1.47	LANDING
1.48	SHAFT	1.48	SHAFT
1.49	MECHANICAL ROOM	1.49	MECHANICAL ROOM
1.50	ELECTRICAL ROOM	1.50	ELECTRICAL ROOM
1.51	PLUMBING ROOM	1.51	PLUMBING ROOM
1.52	STORAGE ROOM	1.52	STORAGE ROOM
1.53	RESTROOM	1.53	RESTROOM
1.54	OFFICE	1.54	OFFICE
1.55	RETAIL	1.55	RETAIL
1.56	INDUSTRIAL	1.56	INDUSTRIAL
1.57	WAREHOUSE	1.57	WAREHOUSE
1.58	FACTORY	1.58	FACTORY
1.59	LABORATORY	1.59	LABORATORY
1.60	SCHOOL	1.60	SCHOOL
1.61	CHURCH	1.61	CHURCH
1.62	SYNAGOGUE	1.62	SYNAGOGUE
1.63	MOSQUE	1.63	MOSQUE
1.64	TEMPLE	1.64	TEMPLE
1.65	COURT	1.65	COURT
1.66	PARK	1.66	PARK
1.67	PLAZA	1.67	PLAZA
1.68	TRAILHEAD	1.68	TRAILHEAD
1.69	BIKEWAY	1.69	BIKEWAY
1.70	WALKWAY	1.70	WALKWAY
1.71	DRIVEWAY	1.71	DRIVEWAY
1.72	ALLEY	1.72	ALLEY
1.73	STAIR	1.73	STAIR
1.74	ELEVATOR	1.74	ELEVATOR
1.75	RAMP	1.75	RAMP
1.76	LANDING	1.76	LANDING
1.77	SHAFT	1.77	SHAFT
1.78	MECHANICAL ROOM	1.78	MECHANICAL ROOM
1.79	ELECTRICAL ROOM	1.79	ELECTRICAL ROOM
1.80	PLUMBING ROOM	1.80	PLUMBING ROOM
1.81	STORAGE ROOM	1.81	STORAGE ROOM
1.82	RESTROOM	1.82	RESTROOM
1.83	OFFICE	1.83	OFFICE
1.84	RETAIL	1.84	RETAIL
1.85	INDUSTRIAL	1.85	INDUSTRIAL
1.86	WAREHOUSE	1.86	WAREHOUSE
1.87	FACTORY	1.87	FACTORY
1.88	LABORATORY	1.88	LABORATORY
1.89	SCHOOL	1.89	SCHOOL
1.90	CHURCH	1.90	CHURCH
1.91	SYNAGOGUE	1.91	SYNAGOGUE
1.92	MOSQUE	1.92	MOSQUE
1.93	TEMPLE	1.93	TEMPLE
1.94	COURT	1.94	COURT
1.95	PARK	1.95	PARK
1.96	PLAZA	1.96	PLAZA
1.97	TRAILHEAD	1.97	TRAILHEAD
1.98	BIKEWAY	1.98	BIKEWAY
1.99	WALKWAY	1.99	WALKWAY
2.00	DRIVEWAY	2.00	DRIVEWAY
2.01	ALLEY	2.01	ALLEY
2.02	STAIR	2.02	STAIR
2.03	ELEVATOR	2.03	ELEVATOR
2.04	RAMP	2.04	RAMP
2.05	LANDING	2.05	LANDING
2.06	SHAFT	2.06	SHAFT
2.07	MECHANICAL ROOM	2.07	MECHANICAL ROOM
2.08	ELECTRICAL ROOM	2.08	ELECTRICAL ROOM
2.09	PLUMBING ROOM	2.09	PLUMBING ROOM
2.10	STORAGE ROOM	2.10	STORAGE ROOM
2.11	RESTROOM	2.11	RESTROOM
2.12	OFFICE	2.12	OFFICE
2.13	RETAIL	2.13	RETAIL
2.14	INDUSTRIAL	2.14	INDUSTRIAL
2.15	WAREHOUSE	2.15	WAREHOUSE
2.16	FACTORY	2.16	FACTORY
2.17	LABORATORY	2.17	LABORATORY
2.18	SCHOOL	2.18	SCHOOL
2.19	CHURCH	2.19	CHURCH
2.20	SYNAGOGUE	2.20	SYNAGOGUE
2.21	MOSQUE	2.21	MOSQUE
2.22	TEMPLE	2.22	TEMPLE
2.23	COURT	2.23	COURT
2.24	PARK	2.24	PARK
2.25	PLAZA	2.25	PLAZA
2.26	TRAILHEAD	2.26	TRAILHEAD
2.27	BIKEWAY	2.27	BIKEWAY
2.28	WALKWAY	2.28	WALKWAY
2.29	DRIVEWAY	2.29	DRIVEWAY
2.30	ALLEY	2.30	ALLEY
2.31	STAIR	2.31	STAIR
2.32	ELEVATOR	2.32	ELEVATOR
2.33	RAMP	2.33	RAMP
2.34	LANDING	2.34	LANDING
2.35	SHAFT	2.35	SHAFT
2.36	MECHANICAL ROOM	2.36	MECHANICAL ROOM
2.37	ELECTRICAL ROOM	2.37	ELECTRICAL ROOM
2.38	PLUMBING ROOM	2.38	PLUMBING ROOM
2.39	STORAGE ROOM	2.39	STORAGE ROOM
2.40	RESTROOM	2.40	RESTROOM
2.41	OFFICE	2.41	OFFICE
2.42	RETAIL	2.42	RETAIL
2.43	INDUSTRIAL	2.43	INDUSTRIAL
2.44	WAREHOUSE	2.44	WAREHOUSE
2.45	FACTORY	2.45	FACTORY
2.46	LABORATORY	2.46	LABORATORY
2.47	SCHOOL	2.47	SCHOOL
2.48	CHURCH	2.48	CHURCH
2.49	SYNAGOGUE	2.49	SYNAGOGUE
2.50	MOSQUE	2.50	MOSQUE
2.51	TEMPLE	2.51	TEMPLE
2.52	COURT	2.52	COURT
2.53	PARK	2.53	PARK
2.54	PLAZA	2.54	PLAZA
2.55	TRAILHEAD	2.55	TRAILHEAD
2.56	BIKEWAY	2.56	BIKEWAY
2.57	WALKWAY	2.57	WALKWAY
2.58	DRIVEWAY	2.58	DRIVEWAY
2.59	ALLEY	2.59	ALLEY
2.60	STAIR	2.60	STAIR
2.61	ELEVATOR	2.61	ELEVATOR
2.62	RAMP	2.62	RAMP
2.63	LANDING	2.63	LANDING
2.64	SHAFT	2.64	SHAFT
2.65	MECHANICAL ROOM	2.65	MECHANICAL ROOM
2.66	ELECTRICAL ROOM	2.66	ELECTRICAL ROOM
2.67	PLUMBING ROOM	2.67	PLUMBING ROOM
2.68	STORAGE ROOM	2.68	STORAGE ROOM
2.69	RESTROOM	2.69	RESTROOM
2.70	OFFICE	2.70	OFFICE
2.71	RETAIL	2.71	RETAIL
2.72	INDUSTRIAL	2.72	INDUSTRIAL
2.73	WAREHOUSE	2.73	WAREHOUSE
2.74	FACTORY	2.74	FACTORY
2.75	LABORATORY	2.75	LABORATORY
2.76	SCHOOL	2.76	SCHOOL
2.77	CHURCH	2.77	CHURCH
2.78	SYNAGOGUE	2.78	SYNAGOGUE
2.79	MOSQUE	2.79	MOSQUE
2.80	TEMPLE	2.80	TEMPLE
2.81	COURT	2.81	COURT
2.82	PARK	2.82	PARK
2.83	PLAZA	2.83	PLAZA
2.84	TRAILHEAD	2.84	TRAILHEAD
2.85	BIKEWAY	2.85	BIKEWAY
2.86	WALKWAY	2.86	WALKWAY
2.87	DRIVEWAY	2.87	DRIVEWAY
2.88	ALLEY	2.88	ALLEY
2.89	STAIR	2.89	STAIR
2.90	ELEVATOR	2.90	ELEVATOR
2.91	RAMP	2.91	RAMP
2.92	LANDING	2.92	LANDING
2.93	SHAFT	2.93	SHAFT
2.94	MECHANICAL ROOM	2.94	MECHANICAL ROOM
2.95	ELECTRICAL ROOM	2.95	ELECTRICAL ROOM
2.96	PLUMBING ROOM	2.96	PLUMBING ROOM
2.97	STORAGE ROOM	2.97	STORAGE ROOM
2.98	RESTROOM	2.98	RESTROOM
2.99	OFFICE	2.99	OFFICE
3.00	RETAIL	3.00	RETAIL

CITY OF MIDWEST CITY - PALMER LOOP TRAIL

R.L. SHENK COMPANY, P.C.
 1000 WEST 10TH AVENUE
 SUITE 1000
 MIDWEST CITY, OKLAHOMA 73102

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 10/1/07

PLAN AND PROFILE (8)

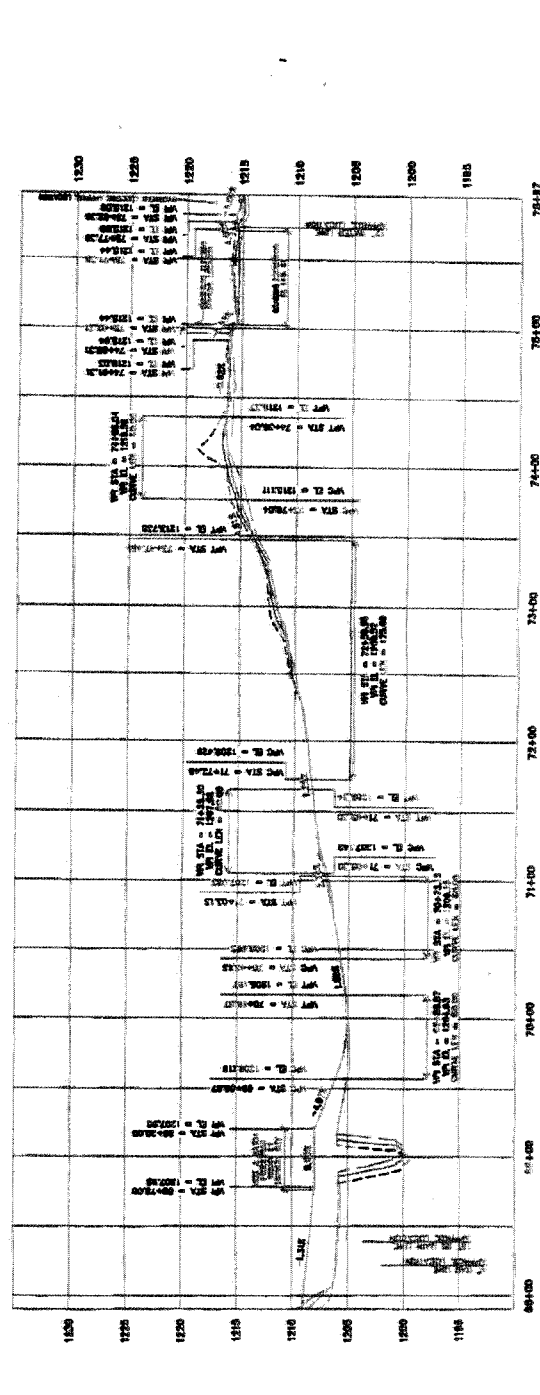
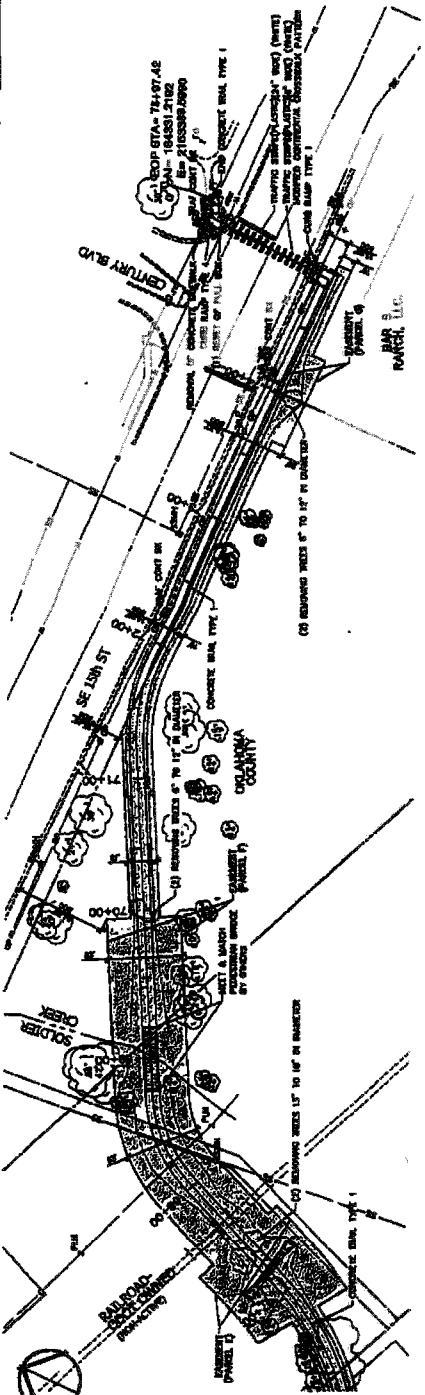


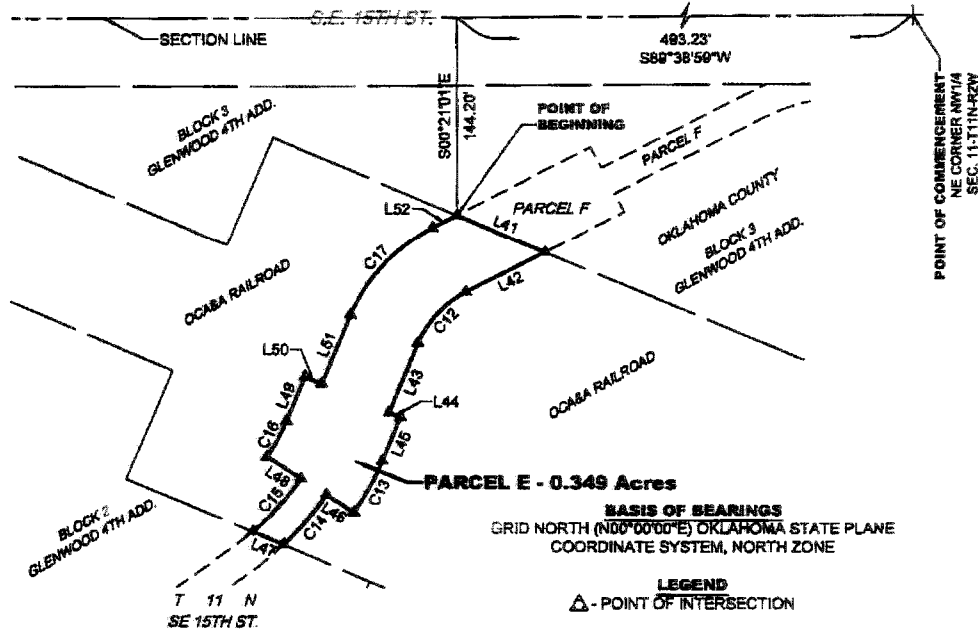
EXHIBIT A

PROFILE LEGEND

—	EXISTING GROUND	---	PROPOSED TRAIL
- - -	PROPOSED GRADE	---	PROPOSED TRAIL
---	PROPOSED GRADE	---	PROPOSED TRAIL
---	PROPOSED GRADE	---	PROPOSED TRAIL
---	PROPOSED GRADE	---	PROPOSED TRAIL

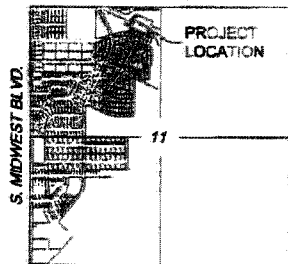


EXHIBIT "A"
PARCEL E-PERMANENT EASEMENT
PART OF THE NW1/4 IN SEC. 11-T11N-R2W
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

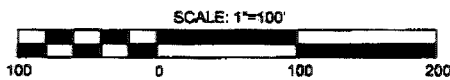


BASIS OF BEARINGS
 GRID NORTH (N00°00'00\"/>

LEGEND
 Δ - POINT OF INTERSECTION



LOCATION MAP
 NOT TO SCALE




LINE TABLE		
LINE NO.	DISTANCE	BEARING
L41	68.95'	S67°07'06\"/>
L42	63.95'	S62°39'04\"/>
L43	53.80'	S22°39'04\"/>
L44	9.00'	S67°20'56\"/>
L45	34.66'	S22°39'04\"/>
L46	24.00'	N56°52'07\"/>
L47	24.20'	N67°07'06\"/>
L48	29.00'	N56°52'07\"/>
L49	34.66'	N22°39'04\"/>
L50	13.00'	S67°20'56\"/>
L51	63.80'	N22°39'04\"/>
L52	19.84'	N62°39'04\"/>

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C12	51.86'	74.00'	40°00'00\"/>		
C13	42.99'	236.00'	10°28'53\"/>		
C14	47.87'	212.00'	12°56'11\"/>		
C15	52.43'	190.00'	15°48'41\"/>		
C16	29.27'	160.00'	10°28'54\"/>		
C17	88.66'	127.00'	40°00'00\"/>		

EXHIBIT A

(SEE EXHIBIT "B" FOR LEGAL DESCRIPTION)

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT


COWAN GROUP ENGINEERING
 7100 N. CLASSEN, SUITE 500
 OKLAHOMA CITY, OK 73116
 405-463-3369 O 405-463-3361 F
 WWW.COWANGROUP.COM
 CA# 6414 EXPIRES 6/30/2018

OWNER:
 OCA&A RAILROAD

DATE PLOTTED:	06/15/2017	DRAWN BY:	JAN
DATE:	06/15/2017	CHECKED BY:	MARK EUBERT 50
REVIEW DATE:			
PART:			

EXHIBIT "B"
PARCEL E-PERMANENT EASEMENT
PART OF THE NW1/4 IN SEC. 11-T11N-R2W
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW¼) OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW¼;

THENCE S89°39'59"W ALONG THE NORTH LINE OF SAID NW¼ FOR A DISTANCE OF 483.23 FEET;

THENCE S00°21'01"E AND PERPENDICULAR TO SAID NORTH LINE FOR A DISTANCE OF 144.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE OCA&A RAILROAD;

THENCE S67°07'06"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 68.85 FEET;

THENCE S82°39'04"W FOR A DISTANCE OF 83.85 FEET TO A CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°00'00", A RADIUS OF 74.00 FEET WITH AN ARC LENGTH OF 51.86 FEET AND A LONG CHORD DISTANCE OF 50.62 FEET, BEARING S42°39'04"W;

THENCE S22°39'04"W FOR A DISTANCE OF 53.80 FEET;

THENCE S67°20'58"E FOR A DISTANCE OF 8.00 FEET;

THENCE S22°39'04"W FOR A DISTANCE OF 34.68 FEET TO A CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°28'53", A RADIUS OF 235.00 FEET WITH AN ARC LENGTH OF 42.98 FEET AND A LONG CHORD DISTANCE OF 42.93, BEARING S27°53'28"W;

THENCE N68°52'07"W FOR A DISTANCE OF 24.00 FEET TO A CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°58'11", A RADIUS OF 212.00 FEET WITH AN ARC LENGTH OF 47.87 FEET AND A LONG CHORD DISTANCE OF 47.76 FEET, BEARING S39°38'58"W TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OCA&A RAILROAD;

THENCE N67°07'06"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 24.20 FEET TO A CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°48'41", A RADIUS OF 180.00 FEET WITH AN ARC DISTANCE OF 52.43 FEET AND A LONG CHORD DISTANCE OF 52.27 FEET, BEARING N41°05'34"E;

THENCE N56°52'07"W FOR A DISTANCE OF 29.00 FEET TO A CURVE TO THE LEFT;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°28'54", A RADIUS OF 160.00 FEET FOR AN ARC LENGTH OF 28.27 FEET AND A LONG CHORD DISTANCE OF 28.23 FEET, BEARING N27°53'28"E;

THENCE N22°39'04"E FOR A DISTANCE OF 34.68 FEET;

THENCE S67°20'58"E FOR A DISTANCE OF 15.00 FEET;

THENCE N22°39'04"E FOR A DISTANCE OF 53.80 FEET TO A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°00'00", A RADIUS OF 127.00 FEET WITH AN ARC LENGTH OF 88.88 FEET AND A LONG CHORD DISTANCE OF 86.87 FEET, BEARING N42°39'04"E;

THENCE N62°39'04"E FOR A DISTANCE OF 18.84 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE.

THE ABOVE DESCRIPTION CONTAINING 0.348 ACRES MORE OR LESS.

BEARINGS ARE BASED ON GRID NORTH (N00°00'00"E) OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

THIS DESCRIPTION WAS PREPARED FROM THE PUBLIC RECORD ON APRIL 03, 2017 BY JUSTIN SMITH, PLS 1888, COWAN GROUP ENGINEERING, LLC. CERTIFICATE OF AUTHORIZATION CA 8414, EXPIRES ON JUNE 30, 2018.



JUSTIN SMITH, PLS 1888 DATE _____

OWNER:
OCA&A RAILROAD

EXHIBIT B

THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

Standard Plan 681 (Rev. 08/01/05) Title: C&A Railroad Parcel Easement



COWAN GROUP ENGINEERING
 7100 N. CLASSEN, SUITE 500
 OKLAHOMA CITY, OK 73116
 405-463-3369 O 405-463-3361 F
 WWW.COWANGROUP.CO
 CA# 6414 EXPIRES 6/30/2018

CLIENT:	CITY OF MIDWEST CITY
PROJECT NO.:	2530
DATE:	04/03/2017
REVISED DATE:	
DRAWN BY:	AWG
CHECKED BY:	BRUCE ROBERTS



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

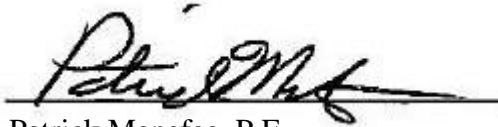
FROM : Patrick Menefee, P.E., City Engineer

DATE : November 27th, 2018

SUBJECT : Discussion and consideration of accepting maintenance bonds from Jordan Contractors, Inc. in the amount of \$23,090.00.

The one year maintenance bonds from Jordan Contractors, Inc. are for the water line improvements installed in conjunction with the new Hibachi Grill restaurant located at 2113 South Air Depot Boulevard.

Staff recommends acceptance as this is consistent with past policy



Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

#87C236055

KNOW ALL BY THESE PRESENTS that we, Jordan Contractors, Inc., 123 S. Broadway, Tecumseh OK 74873 as Principal, and The Ohio Casualty Insurance Company, 62 Maple Ave., Keene NH 03431 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 *****
Twenty Three Thousand Ninety & 00/100***dollars (\$ 23,090.00), such sum being not less than ten percent (10%) of the total contract price to construct or install _____
6" Water Line for Fire Protection, Install New Fire Line for the Hibachi Grill Project
(the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Perfect Piping, LLC dated the 16th day of May 20 18, 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 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.

JORDAN CONTRACTORS, INC.
CORPORATE SEAL

Signed, sealed and delivered this 16th day of May 20 18.

ATTEST:
Sheela J. Jordan
Secretary

Jordan Contractors, Inc.
Principal

By [Signature]
Jimmy N. Jordan - President

ATTEST:
Lisa Osborn
Witness Lisa Osborn

The Ohio Casualty Insurance Company
Surety
By [Signature]
Wendy Hollen - Attorney-in-Fact

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

City Attorney

Accepted by the city council of the City of Midwest City this _____ day of _____, 20 ____.

City Clerk

Mayor

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7896317

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cody McNeill; John L. Birsner; Larry D. Bixler; Susanne Cusimano; Wendy Hollen; W. M. McNeill; Rocky Moore; Kyle D. Reser; John Rogers; Mike Shannon; Lisa Sherman

all of the city of Oklahoma City, state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of September, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of September, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2018

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

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

PRODUCER		CONTACT NAME: Amber Jarman	
Insurance Agency of Mid America Inc		PHONE (A/C, No, Ext): (405) 691-0016	FAX (A/C, No): (405) 691-0415
10009 S. Penn, Building E		E-MAIL ADDRESS: ajarman@midamericainc.com	
P. O. Box 890300		INSURER(S) AFFORDING COVERAGE	
Oklahoma City OK 73189		INSURER A: Peerless Indemnity Ins Co	NAIC # 18333
INSURED		INSURER B: America First Insurance	12696
Jordan Contractors, Inc.		INSURER C:	
123 South Broadway		INSURER D:	
Tecumseh OK 74873		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2017** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKW53644176	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAO53644176	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO53644176	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWA53644176	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Rented/Leased Equipment			IM8957242	7/1/2017	7/1/2018	Limit \$150,000 Deductible \$1,000

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

RE: Install New 6" Fire Line for Protection for the Hibachi Grill Project; Includes Fire Hydrant & Road Bore - 2113 S Air Depot, MWC, OK

CERTIFICATE HOLDER**CANCELLATION**

City of Midwest City
 100 N. Midwest Boulevard
 P.O. Box 10570
 Midwest City, OK 73140-1570

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike McNeill/AJ

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

PROJECT NAME: HIPACHA BUFFET

PROJECT LOCATION: 2113 S. AIR DEPOT MWC OK 73010

TYPE OF CONSTRUCTION: RESTAURANT

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 \$ _____ less the City of Midwest City, Engineering Division Inspection Fees.

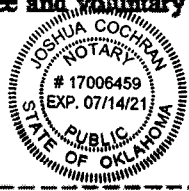
By Henry Pham
OWNER

Date: 11/06/2018

STATE OF Oklahoma)
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 6 day of November, 2018, personally appeared Henry Pham, 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 a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 07/14/2021



Joshua Cochran
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.

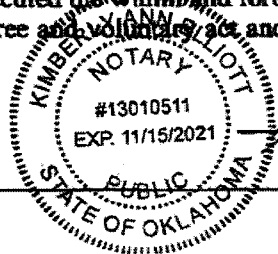
By Jordan Contractor's Inc
CONTRACTOR

Date: 10-26-18

STATE OF Oklahoma)
COUNTY OF Pottawatomie)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 26th day of October, 2018, personally appeared Jordan N. Jordan, 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 owner free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 11/15/2021



Kimberly Ann Elliott
NOTARY PUBLIC



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: November 27, 2018

Subject: Discussion and consideration of declaring as surplus property One (1) 2006 Diamond Gang mower serial # 32528/3259/3260, One (1) 2006 John Deere tractor 6415 serial # L06415A499876, Two (2) 30' x 50' Celina Brand tents with poles and stakes, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDVR9RHA49269 equipment # 09-03-25, One (1) 1985 International S-1900 sand truck with plow serial # 1HTLDTVROFHA48639 equipment # 09-03-27 and One (1) Meyer snow plow.

This equipment listed has been removed from service. There are no other operational applications available within the City.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director



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
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: November 27, 2018

(PC – 1976) Discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the October 23, 2018 Council meeting.

Executive Summary: A PUD and Preliminary Plat for the area of request were denied in November and December of 2017 due to concerns about drainage. Since that time, the applicant and his engineer have provided additional information to staff to review and brought forth a new PUD application to the Planning Commission and City Council in July of 2018. The new application reduces the density by one (1) lot – going from eight (8) proposed lots to seven (7) with an additional area designated for detention. The PUD was approved in 2018, allowing the applicant to move forward and submit a preliminary plat application. The initial drainage improvements design report and site maps have been submitted to and reviewed by staff and outside consultants. After review of the submittal staff and the consultants found that the submittal does not meet the design standards of the Subdivision Regulations.

This application was initially on the October 2, 2018 agenda and the applicant asked to table the item to continue working on the drainage concerns. The Planning Commission tabled the item to November 6, 2018. During the month of October, staff has been in communication with the applicant's engineer and he is continuing to work towards a solution to the drainage concerns. The applicant's engineer has asked to table this application to the January 2, 2019 Planning Commission meeting and therefore, also continued to the January 22, 2019 Council meeting. The Subdivision Regulations require that the Planning Commission act on preliminary plats within 60 days of the filing date of the application. The applicant's engineer has requested to waive the 60 day action.

Staff recommends that this application be tabled to the January 22, 2019 City Council meeting.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

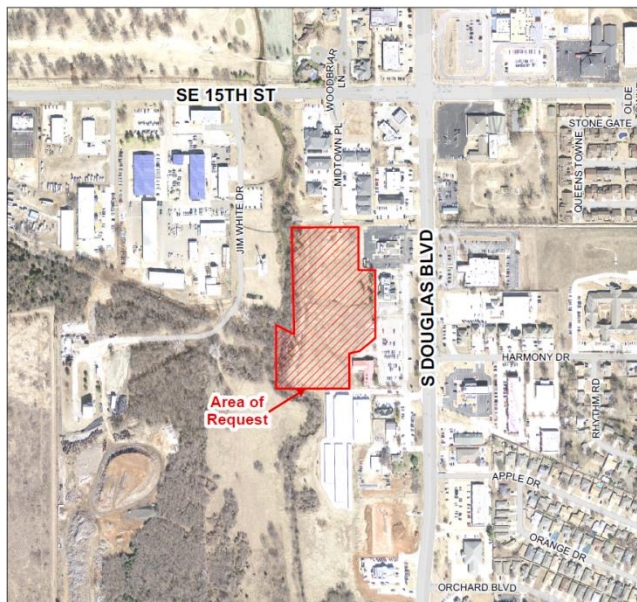
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 27, 2018

Subject: (PC – 1982) Discussion and consideration of approval of the Midtown Office Park Section II Preliminary Plat for the property described as a tract of land lying in the NE/4 of Section 11, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Executive Summary: The original preliminary plat for the Midtown Office Park was approved in October of 2013. The final plat of Section I was approved in November of 2013. Since that time, development has not begun on Section II and so that part of the preliminary plat has expired. A new preliminary plat for Section II of the Midtown Office Park is necessary. This plat includes 15 individual lots, 13 of which are intended for office and commercial uses as listed in the PUD. Lots 7 and 8 of Block 4 are intended for Midtown Flats, a multi-family residential development. The SPUD for these multi-family lots was approved in September of 2017. Approximately 1.56 acres of common area have already been dedicated in association with the Trails Master Plan. Tree Preservation is not necessary as there was not a sufficient amount of trees in the area of request prior to the original preliminary plat being approved. All public improvements must be installed and accepted by the City prior to application of a final plat. Staff recommends approval.



Dates of Hearing: Planning
Commission – November 6, 2018
City Council – November 27, 2018

Council Ward:
Ward 2 – Pat Byrne

Owner/Applicant: Jeff Johnson,
JLou Properties

Engineer: Chuck Twibell, SRB

Proposed Use: Office, Commercial
and Multi-family

Size:
The area of request has a frontage

along Midtown Pl. and contains an area of approximately 7.0873 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and HDR, High Density Residential
North – LDR, Low Density Residential
South –COMM - Commercial
East – OR, Office / Retail
West – PSP – Public/Semi-Public

Zoning Districts:

Area of Request – PUD governed by C-3, Community Commercial and SPUD, governed by R-HD, High Density Residential
North – PUD governed by R6, Single Family Residential
South – PUD governed by I-2, Moderate Industrial and R-MD, Medium Density Residential
East – PUD governed by C3, Community Commercial
West – I-2, Moderate Industrial

Land Use:

Area of Request – Vacant
North – Midtown Office Park Section 1
South –Mini-Storage
East – S&B Burgers, Henry Hudson’s and Rib Crib
West – Soldier Creek and Midwest City Public Works

Municipal Code Citation:

38-18 Preliminary Plat

38-18.1. *Purpose*

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

History:

1. (PC-1287) A PUD was approved for this area in May 1996.
2. (PC1708) A Revised PUD was approved in February 2010.
3. (PC1976) As the PUD approved in February 2010 had expired, a revised PUD was approved in October of 2013.
4. (PC-1795) The preliminary plat of Midtown Office Park was approved in October of 2013.
5. (PC-1979) The final Plat of Midtown Office Park Section I was approved in November of 2013.
6. November 6, 2018 – Planning Commission recommended approval of this item.

Staff Comments:

Engineering Comments:

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat and submitted on a preliminary utility site plan. Note that the public utility line installations required with this application have been constructed and will be dedicated to the city with the final plat application.

Water Supply and Distribution

An eight (8) inch public water main is located in a dedicated utility easement extending to the north side of the area of request.

The applicant has constructed an extension of that public water main south, bisecting the site, providing service to all of the proposed lots.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement extending to the north side of the area of request. An eight (8) inch public sewer main is located in a dedicated utility easement extending along the west side of the area of request.

The applicant has constructed an extension of the northern public sewer main south, bisecting the site, providing service to all of the proposed lots.

Connection to the public sanitary sewer system for domestic service is a building permit requirement per Municipal Code Chapter 43-109 for all lots.

Streets and Sidewalks

Access to the area of request is available from Midtown Place, a private road that extends to the north side of the area of request. Midtown Place is a private road that is located in a forty (40) dedicated public easement. Although being a private road, Midtown Place is constructed to public road standards.

The applicant proposes to construct an extension of Midtown Place south, bisecting the site, providing service to all of the proposed lots.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the east to the west via an underground storm sewer system. Currently, the area of request is undeveloped. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

The area of request lies in the Soldier Creek drainage basin and has both floodplain and floodway impacting the site. The applicant completed a comprehensive drainage study of the site and submitted it to FEMA prior to the start of the development. FEMA issued a C-LOMR permit for the site. This permit acknowledges that the development encroaches into the flood area and it states that development has no impact on the upstream and downstream drainage. The permit also acknowledges that the floodplain and floodway boundary lines were not accurate on the current map and will be redrawn allowing more area of the site to be developed. The adjustment of these boundary lines will be reflected on the new floodplain maps issued by FEMA.

No identified wetlands are located on or abutting the area of request as shown on the Choctaw quadrangle of the 1989 National Wetlands Inventory map as prepared by the United States Department of the Interior Fish and Wildlife Service.

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

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

Easements and Right-of-Way

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

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

Fire Marshal's Comments:

The Fire Marshal has reviewed this preliminary plat. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15. Fire hydrants are required to be spaced every 400 feet.

Plan Comments:

The proposed Midtown Office Park Section II Preliminary Plat has been prepared in order to create fifteen (15) individual lots. The entire plat encompasses approximately 7.09 acres. Lots 1-7 of Block 3 as well as Lots 1-6 of Block 4 are zoned as PUD governed by the C-3, Community Commercial District. Lots 7 and 8 of Block 4 are zoned as a PUD to allow Midtown Flats, a multi-family residential development. The lot sizes, configuration and setbacks are in accordance with the approved PUD and SPUD.

Tree preservation is not required as there were not sufficient trees on the lot prior to the original preliminary plat.

The dedication of parks and open space is only required for residential subdivisions. This subdivision is primarily zoned for commercial and office uses with the exception of two lots that are intended for one multi-family development. The applicant has already dedicated more park land than would be required for the one multi-family lot with the form of common area and a trail easement. Because of this, additional park land will not be required.

The final plat will need to include the name of the subdivision centered at the top of the page along with the name of the city, county, state, section, township and range. The final plat must also include the names and addresses of all owners of property within the plat and signature blocks for the appropriate City and County personnel.

As the proposed Midtown Office Park Section II Preliminary Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

Action Required: Approve or reject the Midtown Office Park Section II Preliminary Plat for the property noted in this report and subject to staff's comments as found in the November 27, 2018 agenda packet, and as noted in PC – 1982 file.

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

Billy Harless, AICP
Community Development Director

KG

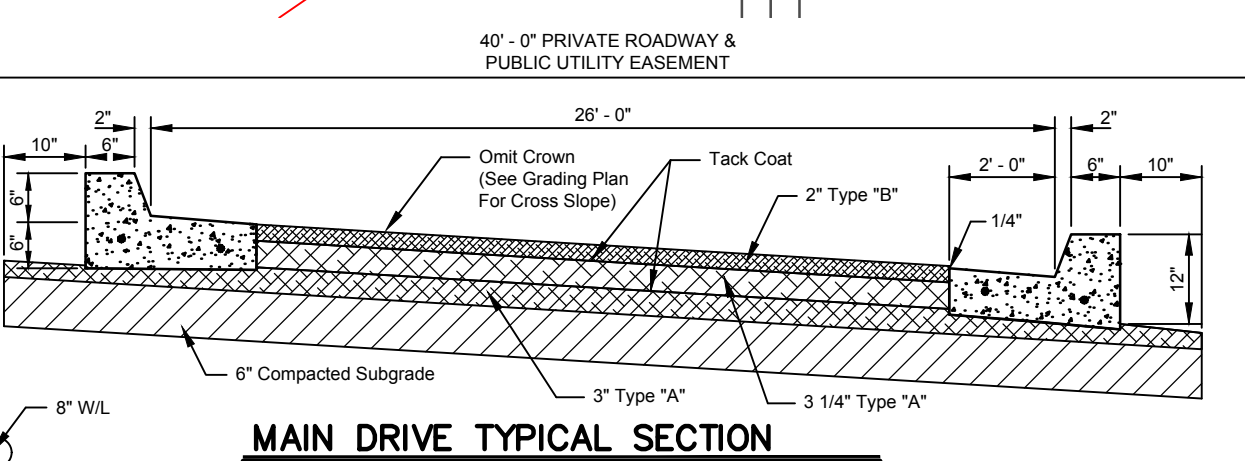
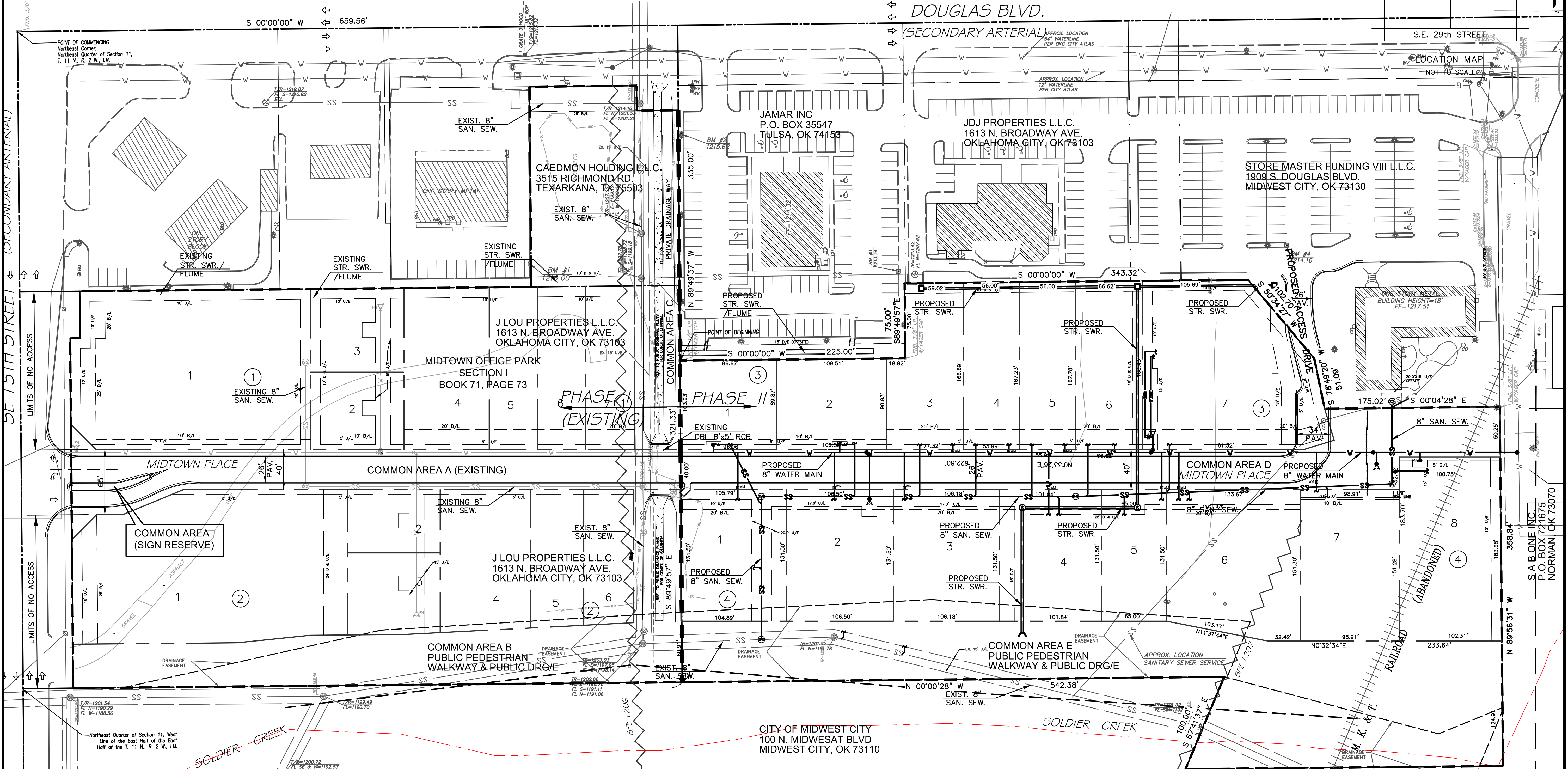
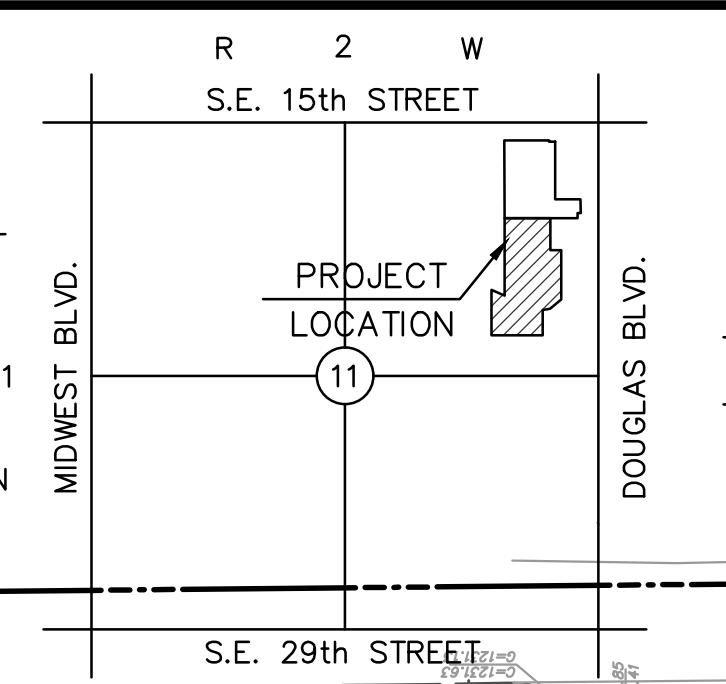
LEGAL DESCRIPTION

A part of the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:
 COMMENCING at the Northeast Corner of the Northeast Quarter (NE 1/4) of said Section Eleven (11),
 THENCE South 00°00'00" West, along the East line of the Northeast Quarter (NE 1/4) of said Section Eleven (11), a distance of 659.56 feet;
 THENCE North 89°49'57" West a distance of 335.00 feet to the POINT OF BEGINNING;
 THENCE South 00°00'00" West and parallel with the East line of the Northeast Quarter (NE 1/4) of said Section Eleven (11), a distance of 225.00 feet;

THENCE South 89°49'57" East a distance of 75.00 feet;
 THENCE South 00°00'00" West and parallel with the East line of the Northeast Quarter (NE 1/4) of said Section Eleven (11), a distance of 343.32 feet;
 THENCE South 50°34'27" West a distance of 102.70 feet;
 THENCE South 78°49'20" West a distance of 51.09 feet;
 THENCE South 00°04'28" East a distance of 175.02 feet;
 THENCE North 89°56'31" West a distance of 358.84 feet;
 THENCE North 00°00'28" West a distance of 317.19 feet to the North right of way line of the abandoned M.K. & T. railroad;

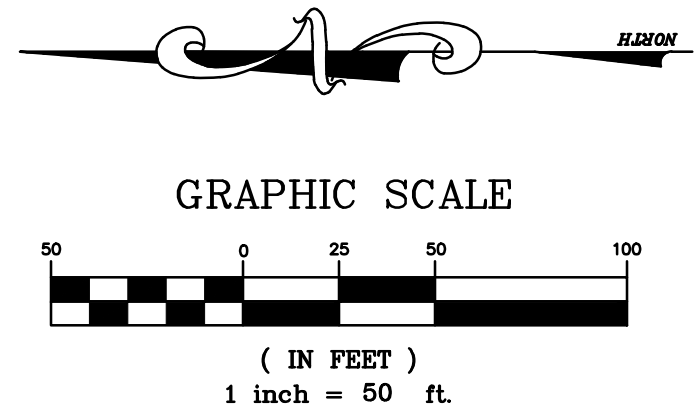
THENCE South 66°41'37" East along the North right of way line of the abandoned M.K. & T. railroad a distance of 100.00 feet, to the West line of the East Half (E1/2), of the Northeast Quarter (NE 1/4), of said Section Eleven (11);
 THENCE North 00°00'28" West, along the West line of the East Half (E1/2), of the East Half (E1/2), of the Northeast Quarter (NE 1/4) of said Section Eleven (11), a distance of 542.38 feet;
 THENCE South 89°49'57" East a distance of 321.33 feet to the POINT OF BEGINNING.
 Said described tract contains an area of 308,723 square feet or 7.0873 acres more or less.

PROPERTY OWNER / DEVELOPER INFORMATION:
 J. LOU PROPERTIES, LLC
 1431 PINERIDGE RD.
 MIDWEST CITY, OK 73130
 PH. 405/702/1748



TOTAL AREA: 308,723 S.F. OR 7.0873 ACRES
 15 OFFICE/COMMERCIAL LOTS & 2 COMMON AREA LOTS
 OFFICE/COMMERCIAL LOT AREA: 203,733 S.F. OR 4.68 ACRES
 PROPOSED PUBLIC STREETS 0.0 L.F. / PROPOSED PRIVATE STREETS 840 L.F.
 COMMON AREA "D" (PRIVATE DRIVE ACCESS EASEMENT) 36,703 S.F. OR 0.84 ACRES
 COMMON AREA "E" (PRIVATE DRAINAGE EASEMENT) 68,287 S.F. OR 1.56 ACRES

Federal Emergency Management Agency (FEMA),
 Flood Insurance Rate Map No. 40109C0405 G, with an effective date of July 2, 2002, for Community No. 400405, in Oklahoma County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which said premises is situated.



MIDTOWN OFFICE PARK - SECTION II
 NEAR S.E. 15TH ST & DOUGLAS BOULEVARD
 MIDWEST CITY, OKLAHOMA CO., OKLAHOMA
 PRELIMINARY PLAT

PROJ. 115201
 DATE: 9/28/18
 DRAWN BY: CT
 DESIGNED BY: CT
 CHECKED BY: GW

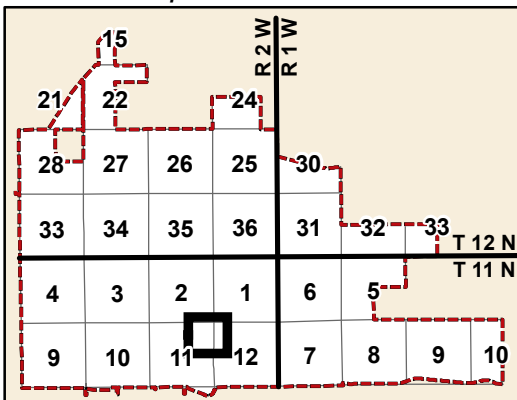
SCALE:
 HOR. 1"=50'
 SHEET
 C-3

ENGINEERING SURVEYING PLANNING
 SFB
 1101 N. W. 10th St., Suite 100
 Norman, Oklahoma 73069
 (405) 881-1111
 www.sfb-engineering.com

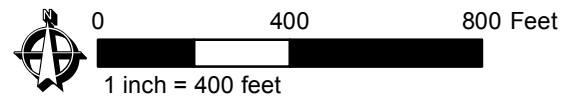
2. 115201 Drawings 115201-LAYOUT.mxd 10-15-18 08:42am



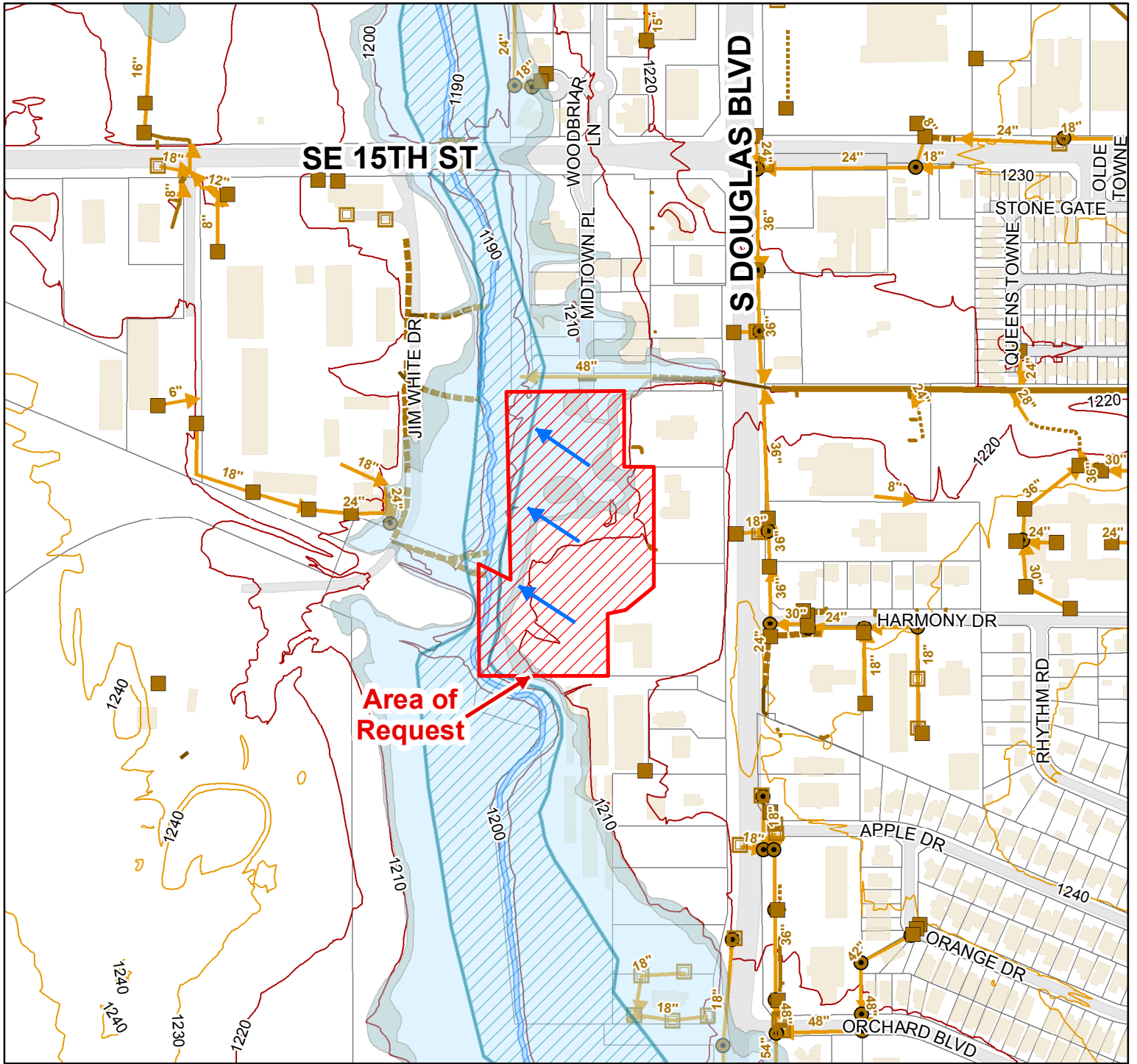
Locator Map



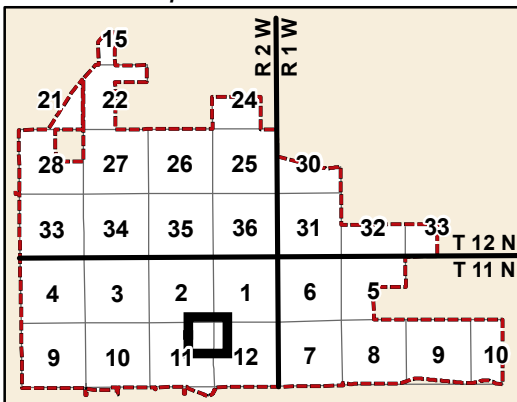
**2017 DOP (AERIAL) VIEW FOR
PC-1982
(NE/4, Sec. 11, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Locator Map



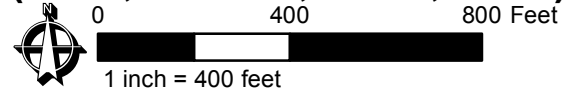
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

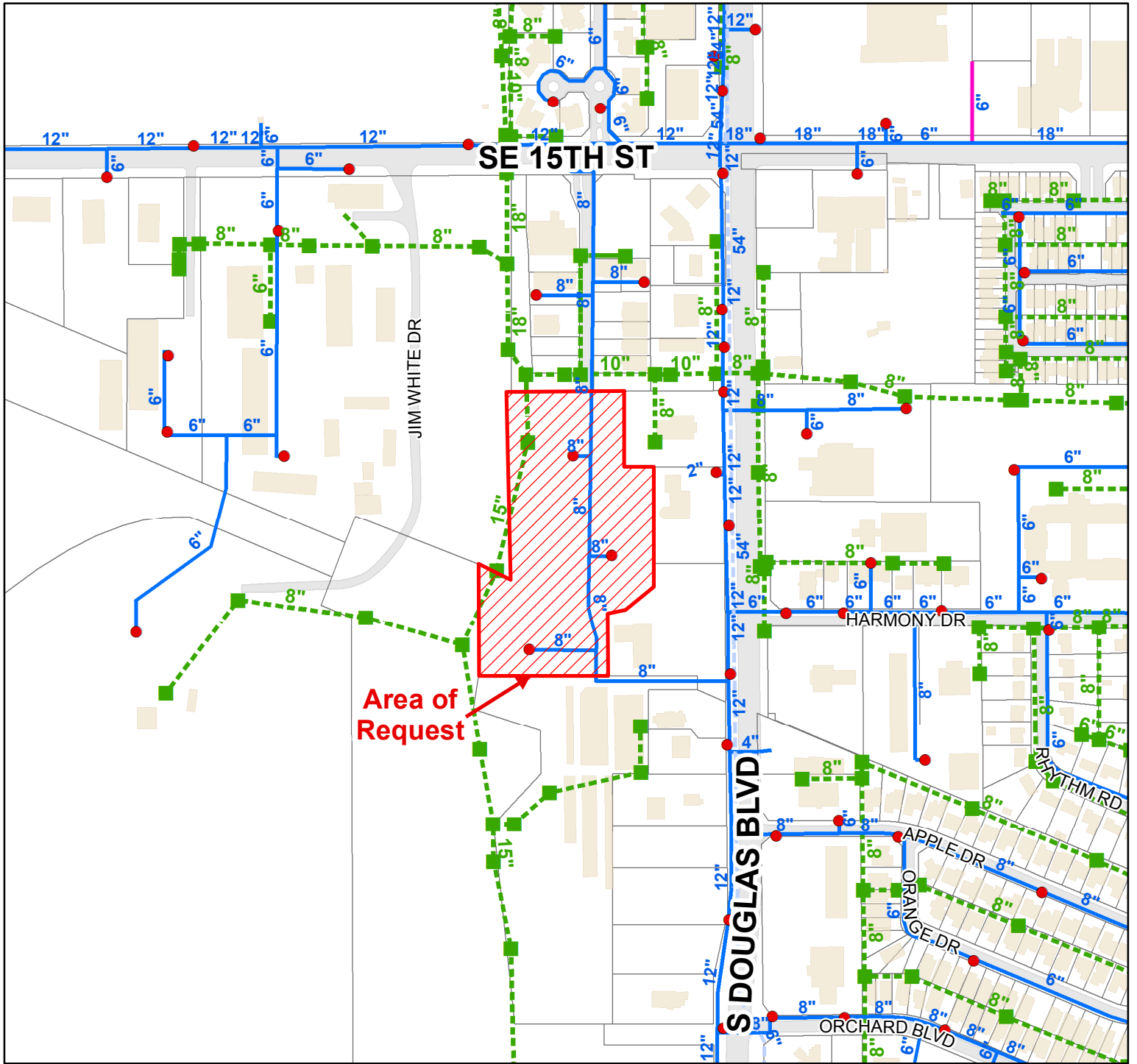
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1982

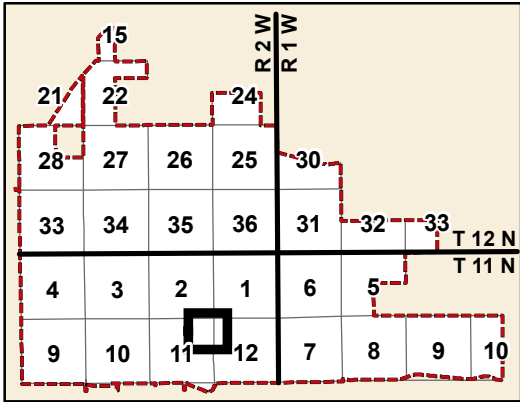
(NE/4, Sec. 11, T11N, R2W)



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



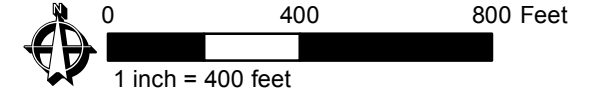
Locator Map



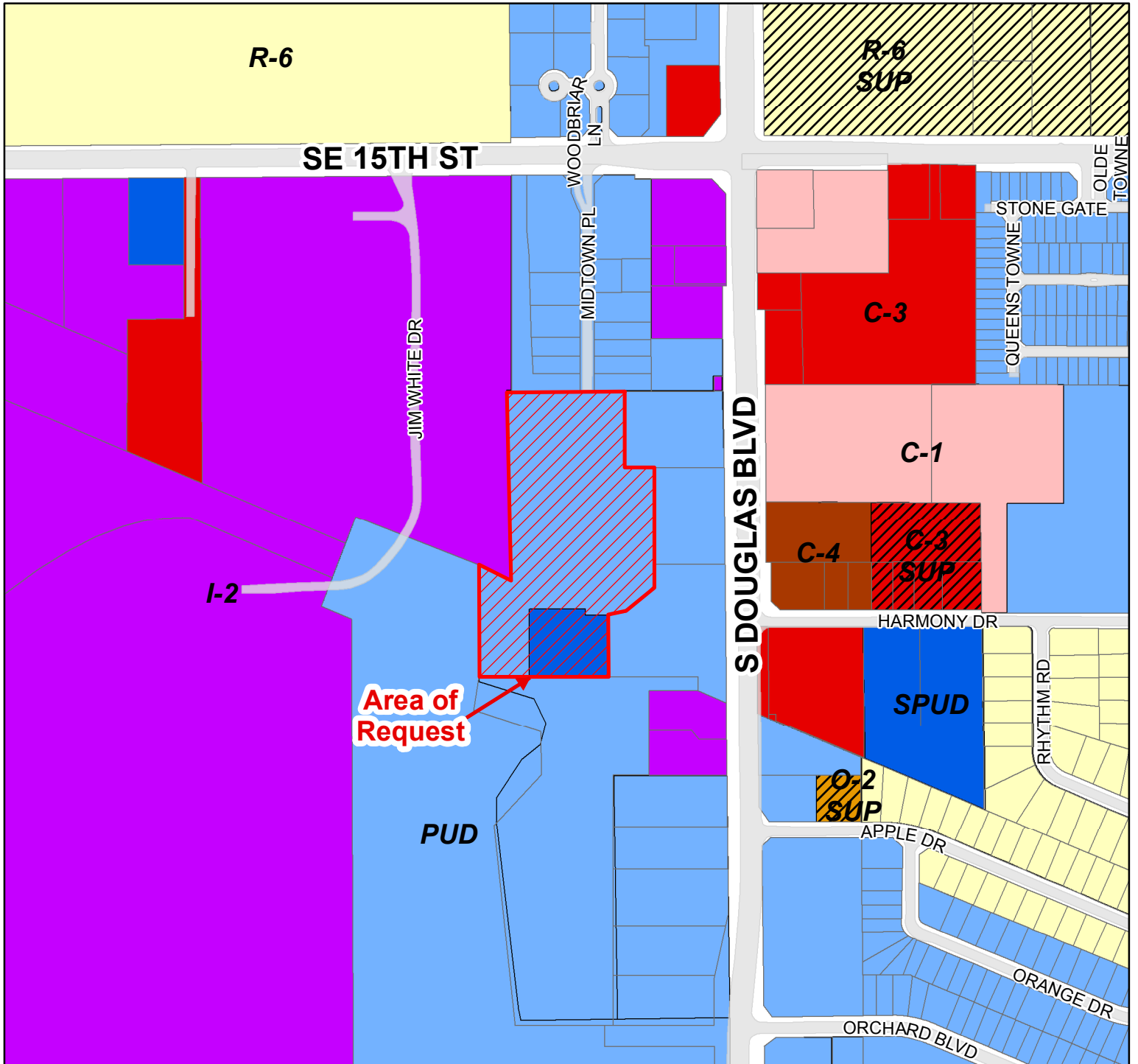
Water/Sewer Legend

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

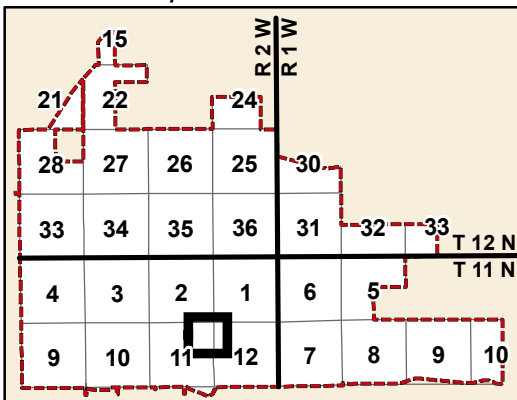
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1982
(NE/4, Sec. 11, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



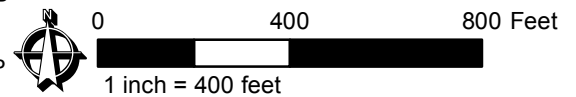
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1982
(NE/4, Sec. 11, T11N, R2W)**



THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Revised Midtown Prelim Plat

Applicant: Jeff Johnson
 Phone Number: _____
 Address: _____

Preliminary Plat Requirements/Checklist – Planning

- Lot to be subdivided is less than 5 acres
- Lot to be subdivided has an area of more than 10,000 square feet

38-48.2	Zoning Compliance	
38-48.2	All lots shall conform to zoning district compliance.	X PUD
38-48.4	Lot Shape	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	Lot Lines	
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X
38-48.6	Lot Orientation Restrictions	
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	NA
38-48.6 (B)	Lots are prohibited from backing to local streets.	X
38-48.7	Limits-of-No-Access – shown on preliminary plat	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	NA
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	NA
38-48.8	Lot Frontages	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	NA
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	X
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	Need to show BL on Lot 8, Block 4
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	X
38-48.10	Lot and Block Numbering	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X

-BL needs to conform to PUD as a provision



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	within each block. Each block shall have alpha or numeric designations.	
38-48.11	Building Lines	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	Block Requirements	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	NA
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	NA
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	NA
38-48.12(C)(2)	Exceptions to the prescribed block width shall be permitted for blocks adjacent to major streets, railroads or waterways.	NA
38-48.12(C)(3)	Blocks intended for business and industrial use should be of a width suitable for the intended use, with due allowance for off-street parking and loading facilities.	X
38-48.14	Subdivision Name Requirement	
38-48.14(A)(1)	New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with names of other subdivisions.	X
38-48.14(A)(2)	Subdivisions with similar names shall be located in proximity to each other.	X
38-49.3	Subdivision Amenities – Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:	
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	NO amenities prop. Entry signage & trail dedicated with original prelim plat & phase I Final Plat
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	
38-49.3(C)	Lighting plans for all outdoor amenities	
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	
38-49.4	Design of Amenities	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	
38-	No entry feature, other than screening walls or extensions of screening walls,	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome	NA										
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.											
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.											
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.											
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.											
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.											
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:											
38-49.4(D)(1)	Located between the building and street or completely bounded by streets											
38-49.4(D)(2)	Viewable from public space											
38-49.4(D)(4)	Accessible by patrons											
38-49.4(D)(5)	Seating area, public art or fountain											
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.											
38-50.2	Homeowners' Association (HOA) Applicability											
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:											
38-50.2(A)(1)	Amenity											
38-50.2(A)(2)	100-year Floodplain											
38-50.2(A)(3)	Private streets											
38-50.2(A)(4)	Thoroughfare screening											
38-50.2(A)(5)	Detention or retention ponds											
38-50.2(A)(6)	Private park											
38-51.2	Applicability of Parks and Open Space Dedication											
	This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre	NA -										
38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:	2+ acres already dedicated for trail/open space. Entire area (Phase I & II) is commercial/office w/ only 1 resider lot. revised 03/25/2014										
	<table border="1"> <tr> <td>Two acres</td> <td>X (multiplied by)</td> <td>Each 1,000 persons projected to occupy the fully developed subdivision</td> <td>=</td> <td>Amount of land to be contributed</td> </tr> <tr> <td colspan="5" style="text-align: center;">Which is</td> </tr> </table>		Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed	Which is				
Two acres	X (multiplied by)		Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed							
Which is												



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	.002 acres	X (multiplied by)	Number of person per dwelling unit	X (multiplied by)	# of dwelling units projected for subdivision	=	Amount of land to be contributed	
38-51.6	Suitability of land							NA
38-51.6(A)(1)	The dedicated land should form a single parcel or tract of land at least 3 acres in size unless the Parkland Review Committee determines that a smaller tract would be in the public interest.							
38-52.3	Design requirements for parks and open space							
38-52.3(A)	Parks and open spaces shall be bounded by a street or by other public uses.							
38-52.3(B)(1)	Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces but do not back to them.							
38-52.3(B)(2)	Residential lots shall only be allowed to back onto a park or open space when:							
38-52.3(B)(2)(a)	A trail is provided within the related park or open space.							
38-52.3(B)(2)(b)	The sites physical character does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the use of park or open space (e.g., lots backing to a golf course.)							
38-52.3(C)(1)	A proposed development adjacent to a park of open space shall not be designed to restrict public visibility or reasonable access from other area developments.							
38-52.3(C)(2)	Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.							
38-52.3(D)(1)	Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back onto the park or open space area if at all possible							
38-52.3(D)(2)	Nonresidential uses shall be separated from the park or open space by a minimum 6 foot tall decorative metal fence with an irrigated living screen.							
38-52.3(E)	Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.							
38-52.3(F)(1)	Public access into parks and open spaces shall not be less than 50' in width at the public Right-of-Way line, at the street curb, and at any other public access point.							
38-52.3(F)(2)	Such access shall not be part of a residential lot or other private property.							
38-52.8	Hike-and-Bike Trail Requirements							
38-52.8(B)	Hike-and-Bike trails, especially those providing access too and along 100-year Floodplains and other open spaces, shall be in accordance with the following design criteria:							X
38-52.8(B)(1)	A minimum 30' wide level ground surface shall be provided for a 10' wide public hike-and-bike trail. The 30' wide level ground surface (compliant with ADA) may be provided within and/or outside of the 100-year floodplain.							X
38-52.8(B)(2)	The Right-of-Way of a public street may count towards the 30' wide, ADA compliant level ground surface upon approval from the Director of Community Services.							NA



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

38-52.8(B)(4)	The hike-and-bike trail shall be designed to minimize visibility blind spots from public streets for public safety purposes.	X
38-52.8(C)(1)	The Director of Community Services shall have the authority to determine the placement of a public hike-and-bike trail at the time of the preliminary plat review and approval.	X
38-52.8(C)(2)	The location of such trails shall be safe and economical.	X
38-52.8(C)(3)	No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail.	X
38-52.8(D)(1)	The location of trails within developments adjacent to or within a 100-year Floodplain recognized on the Trails Master Plan shall be coordinated with the Director of Community Services and shall be staked in the field by the developer and approved by the Director of Community Services prior to the submittal of a preliminary plat.	X
38-52.8(D)(2)	The location of the trail shall be specified on the preliminary plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the preliminary plat and final plat for any portions of the trail that traverse private property.	X
38-52.8(E)	When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments as indicated on the Trails Master Plan.	X
38-53.4	Tree Canopy Management Plan	NA - Not significant # of trees on the lot prior to approval of initial Prelim Plat
38-53.4	A Tree Canopy Management Plan shall be required as part of the preliminary plat. This only applies to sites five acres or larger.	
38-53.5(B)(1)	The applicant shall prepare a Tree Canopy Management Plan and shall submit the plan as part of the preliminary plat application.	
38-53.5(B)(2)	Within the Tree Canopy Management Plan, the applicant shall provide the following information:	
38-53.5(B)(2)(a)	Pre-development tree canopy coverage (as determined by the City)	
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)	
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.	
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.	
38-53.5(C)(2)	After reviewing the Tree Canopy Management Plan, the Director of Community Development shall make a recommendation to the Planning Commission and City Council. The Director must act within 30 days of the official filing date of the preliminary plat application.	
38-53.6	Tree Preservation Requirements	
38-53.6(A)	Option A (Standard Option) – Only trees in the following areas may be removed:	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

38-53.6(A)(1)	The Tree Canopy or any tree located within any street Right-of-Way may be removed.	NA
38-53.6(A)(2)	The Tree Canopy or any tree located within any area dedicated for water, wastewater, drainage and other similar infrastructure needs may be removed.	
38-53.6(A)(3)	The Tree Canopy or any tree located within any area required by the subdivision ordinance for a site feature, such as a screening wall, may be removed.	
38-53.6(B)	Option B (Alternative Compliance)	
38-53.6(B)(1)	The applicant may elect to develop a site using the Residential Cluster Development option.	
38-53.6(B)(2)	In the design of the Tree Canopy Management Plan, if a Residential Cluster Development Option is used, only the Tree Canopy or trees within the designated open space areas shall be preserved.	
38-53.7	Tree Mitigation Plan – Required if trees are removed prior to approval of a Tree Canopy Management Plan	
38-53.7(B)(2)	Tree Mitigation Requirements:	
38-53.7(B)(2)(a)	The applicant shall calculate the area of Tree Canopy that should have been preserved under Option A or Option B.	
38-53.7(B)(2)(b)	The resulting calculation shall be the amount of Tree Canopy that shall be restored.	
38-53.7(B)(2)(c)	Replacement trees shall be required to cover an area equal to the calculated restoration area.	
38-53.7(B)(2)(d)	The applicant shall calculate the number of replacement trees needed to cover the calculated restoration area.	
38-53.7(B)(2)(e)	In calculating the area for replacement trees, the mature size of replacement trees shall be used.	
38-53.7(B)(2)(f)	In calculating the area for replacement trees, only large trees shall be used.	
38-53.7(B)(2)(g)	Tree Canopy coverage at maturity is to be obtained through the planting of 2.5 inch caliper trees at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(h)	Replacement trees shall be a minimum 2.5 inch caliper trees.	
38-53.7(B)(2)(i)	Replacement trees shall be planted at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(j)	The Tree Canopy Management Plan shall show graphically the location of each replacement tree.	
38-53.7(B)(2)(k)	The number of replacement trees shall be shown in a tabular format and indicated the tree species and area of coverage assumptions for each tree species at maturity.	
38-53.7(B)(2)(l)	Replacement trees shall be planted prior to the approval of a final plat.	
38-53.7(B)(3)	Alternative Tree Mitigation Requirements	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

	Administrative	
	One digital copy of the preliminary plat	X
	Three 24x36 copies of the preliminary plat to scale	
	Name of subdivision centered at the top of the preliminary plat.	NO - Name is on side
	Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.	NO
	Name and address of the owner of record, the subdivider, the owners engineer and the registered surveyor preparing the plat.	NO
	Legal description of the property to be subdivided, including the acreage and number of proposed lots in the subdivision.	X
	Key map showing the location of the property to be subdivided referenced to existing or proposed arterial streets or highways.	X

Preliminary Plat Requirements/Checklist - Zoning

5.14.1	Lot Variety Required (required for areas 5 acres or larger)	NA - Commercial
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	NA - Commercial
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	

Additional Notes:

Landscaping will be req with building permits. A minimum of 6 trees & 12 shrubs are req. with each building plus two trees and 2 shrubs for every 10 parking spaces installed. Parking must be sufficient for all uses



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Applicant: PC-1982
 Phone Number: _____
 Address: _____

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	✓
Administrative	The total number of lots	✓
Administrative	The total area of development	✓
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	✓
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	✓
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	✓
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	✓
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	✓
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	✓
Administrative	The legal metes and bounds of the property being developed.	✓
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	✓
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	✓



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	✓
Administrative	Location of Floodplain if adjacent or within development	✓
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	✓
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	✓
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	✓
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	✓
Administrative	Finish floor elevations for all pad sites	✓
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	✓
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	✓
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	✓
Administrative	Show the proposed street layout and right of ways.	✓
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	✓
38-45.4(d)	All access points to existing roadways and be of the required number.	✓
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	✓
38-45.4(n)	The names of all new proposed streets.	✓
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	✓
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	✓
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	YES
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	YES
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:	YES
38-44.5(a)	No Development within a floodway.	
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition	
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	
38-18.2(a)(3) 38-43.3	Preliminary utility plan	COMPLETE
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	
38-38.43.2(2)	Width of all proposed utility easements	
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	
38-43.4(d)	No utility or service lines shall cross another lot.	
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	
38-18.2(a)(5)	Preliminary site development plan	YES
Administrative	Finish floor elevations for all pad sites	
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	
38-18.2(a)(6)	Street layout plan	YES
Administrative	The classification of every street within or adjacent to the development.	
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	
38-18.2 (a) (7)	Street signage and striping plan	YES
Administrative	Proposed signage of development	
Administrative	Proposed striping if required	
38-18.2 (a) (9)	Other plans	
Engineering Comments and Recommendations:		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		



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 Council

FROM: J. Guy Henson, City Manager

DATE: November 27, 2018

SUBJECT: Discussion and consideration of a resolution of the Council of City of Midwest City, Oklahoma, authorizing execution of the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma (RTA).

Please see the attached resolution, proposed Agreement and Trust Indenture, which was included in materials provided by the Association of Central Oklahoma Governments during their presentation to the City Council at the November 13, 2018 meeting. I have also attached a Summary of Issues associated with the RTA Draft Trust Indenture prepared by Holmes & Associates.

As you may know, the Association of Central Oklahoma Governments (ACOG) and its member cities began talking about the development of regional transit opportunities a number of years ago. In 2009, the Regional Transit Dialogue was established and led by a steering committee of locally elected officials and volunteer private sector representatives. The purpose of the steering committee was to discuss, analyze, design and develop a regional public transportation system.

In 2010, ACOG, the Central Oklahoma Transportation and Parking Authority (COTPA) and the City of Oklahoma City partnered to commission a study to assess the best location and conceptual lay-out for an intermodal transportation hub facility that could accommodate COTPA's fixed-route bus service, possible future bus transit improvements, potential commuter rail lines to Edmond, Midwest City and Norman, and potential future high speed rail. This plan was completed in June 2011.

In 2013, ACOG initiated the Central Oklahoma Commuter Corridors Study to lay the foundation for an integrated, high-capacity, commuter system connecting the metro communities for employment, entertainment and housing opportunities. The goal of this study was to identify the most suitable transit technology and route alignment.

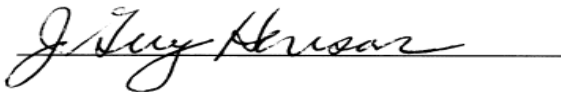
The Regional Transit Dialogue determined and recommended that the development of a Regional Transit Authority (RTA) was necessary to plan, finance, implement and operate a regional public transportation system. In 2015, a Memorandum of Understanding between ACOG and the cities of Oklahoma City, Norman, Edmond, Moore, Midwest City and Del City was approved to create a RTA Task Force. The goal of the RTA Task Force established the structure, design and rules of operation of the proposed RTA, including the following specific tasks:

- Determine geographic boundaries, directing, and rules for modification of a regional public transportation district.
- Create a Memorandum of Agreement outlining and establishing municipal roles/relationship with an established RTA.
- Determine the form of governance and board representation on the RTA.
- Recommend an organizational structure and staffing (short and long term) for the RTA.
- Recommend the structure of the relationship with existing transit systems.
- Determine the role of the RTA as a recipient of federal funds.

On September 27, 2018, the Task Force unanimously approved the draft Trust Agreement and indenture of the Regional Transportation Authority of Central Oklahoma (RTACO) which will serve to create the RTACO.

Based on the recommendation from Holmes and Associates as discussed with City Council on November 13, 2018, Staff recommends approval of the resolution.

Action is at the Council's discretion.



J. GUY HENSON
City Manager



SUMMARY OF ISSUES

RTA DRAFT TRUST INDENTURE

No.	Section	Issue	Comments
1.	Opening paragraph	Initial beneficiaries	Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City are identified as the initial beneficiaries creating the RTA.
2.	Opening paragraph	Board of directors acting in the capacity of trustees for the trust	The RTA authorizing legislation directs that the RTA is governed by a board of directors. The language that the directors are acting in the capacity of trustees is provided to bridge this statutory requirement (director) to the language more commonly used (trustee) for a public trust.
3.	Opening paragraph, Article IV, Section 10.1	Appointment to board of directors are made by member jurisdictions that created the RTA.	There are important distinctions between beneficiaries who are also member jurisdictions (they have the right to appoint a director), and beneficiaries who are not also a member jurisdiction (without rights to appoint a director).
4.	Article II	Name of the trust	The name of the trust is the Regional Transportation Authority of Central Oklahoma.
5.	Article V	Purposes of the trust	This article establishes broad purposes for the RTA that is consistent with other transportation trusts in OK (e.g., EMBARK, Tulsa Transit Authority) as well as legislation common to transit authorities in other regions.
6.	Section 6.1	Appointment of directors	There are seven directors of the RTA.
7.	Section 6.2	Staggered terms for directors beginning on June	This approach allows for consistency in leadership during

		30 in the year following a successful referendum establishing a dedicated funding source for RTA operations.	the early phases of the RTA and transitions to staggered terms to allow for continuity and orderly transitioning of the board. There are no term limits so directors can continue their service for an unlimited number of terms but they must be re-nominated and confirmed by their municipality.
8.	Sections 6.3-6.9	Director eligibility requirements	
9.	Section 6.10	Voting protocols	
10.	Section 6.10 (i)	Voting protocol for bonded indebtedness	The approval of bonded indebtedness is a requirement of the public trust act.
11.	Article VII	Powers and duties of directors	This article is consistent with other transportation trusts in OK (e.g., EMBARK, Tulsa Transit Authority) as well as legislation common to transit authorities in other regions.
12.	Article VIII	Duration of trust	This language is from the RTA authorizing legislation.
13.	Article IX	Trust estate	This article is consistent with other transportation trusts in OK (e.g., EMBARK, Tulsa Transit Authority).
14.	Article X	Annexation and withdrawal	This article details how municipalities can join or withdraw from the RTA over time. This provision is similar to the procedure used in other transit authorities, however it is specific to what is required by the Oklahoma Tax Commission to assess sales tax.
15.	Section 11.1	Fiscal year ending on June 30	

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

TRUST AGREEMENT AND INDENTURE

THIS TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the ___ day of ___, 2018, by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing ~~boards~~ city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity as trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, and upon the following trusts, terms and conditions herein stated.

ARTICLE I CREATION OF TRUST

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

**ARTICLE II
NAME**

The name of this Trust is "**Regional Transportation Authority of Central Oklahoma.**" Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

**ARTICLE III
DEFINITIONS**

- A. "**Beneficiaries**" means the member cities, towns, or counties that comprise the Authority.
- B. "**Board**" means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. "**Bus rapid transit**" means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. "**Commission**" means the Oklahoma Tax Commission.
- E. "**Commuter rail**" means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.

- F. **"Complementary paratransit transportation services"** means comparable transportation services required by the Federal Transit Administration to comply with the American's with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed-route services. **"Director"** means a board member.
- G. **"Fiscal year"** means the time period between July 1 of a calendar year through June 30 of the following calendar year.
- H. **"Light rail transit"** means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- I. **"Member jurisdiction"** means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.
- J. **"Operation"** includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.
- K. **"Public transportation"** means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.
- L. **"Public transportation facilities"** means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment,

work instrumentalities, and real and personal property and rights used or useful for public transportation.

- M. **"Public transportation provider"** means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.
- N. **"Public transportation system"** means a system of providing public transportation and public transportation facilities to individuals.
- O. **"Regional district"** means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.
- P. **"Streetcar"** means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.
- Q. **"Trust"** means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May, 2014.
- R. **"Unit of election"** means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

ARTICLE IV BENEFICIARIES OF TRUST

- 4.1 **Beneficiaries.** The jurisdictions of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 **Rights of Beneficiaries.** The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to

any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

**ARTICLE V
PURPOSES OF TRUST**

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to

comply with the terms and conditions of any such lease.

- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.
- 5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions

creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. Two Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. One Director shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. One Director shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.
- d. One Director shall be appointed by the Mayor of Moore, subject to the approval of the governing board of the City of Moore.
- e. One Director shall be appointed by the Mayor of Del City, subject to the approval of the governing board of the City of Del City.
- f. One Director shall be appointed by the Mayor of Midwest City, subject to the approval of the governing body of the City of Midwest City.

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.
- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of

the Directors shall be appointed for a term of two years and the second of the Directors shall be appointed for a term of four years. For the remaining Directors appointed by the municipalities under Section 6.1 (b) - (f), the Directors appointed under section 6.1 (b), (d), and (f) shall be appointed for an initial term of two years and the Directors appointed under section 6.1 (c) and (e) shall be appointed for an initial term of four years.

- c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
- d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
- e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
- f. A Director may continue to serve until a successor is appointed and qualified.

6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.

6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.

6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.

6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of

article XV of the state constitution of Oklahoma.

- 6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.
- 6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:
- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
 - b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
 - c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant

economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.

d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

DRAFT

e. When applicable, votes shall be weighted as follows:

Tier	City	Members	Weighted Vote
Tier I	Oklahoma City (1)	1	26%
Tier I	Oklahoma City (2)	1	26%
Tier II	Norman	1	14%
Tier II	Edmond	1	14%
Tier III	Moore	1	6.6%
Tier III	Midwest City	1	6.6%
Tier III	Del City	1	6.6%

f. The following matters require approval by a 67% weighted vote:

- Pledge assets
- Approve budget
- Major service change
- Determine tax rate to be placed on ballot
- Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot

g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.

h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.

i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of

2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

~~i.~~

j. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business

hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

**ARTICLE VII
POWERS AND DUTIES OF THE DIRECTORS**

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state

procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:

- a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
- b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
- c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;
- d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;
- e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
- f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the

financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and

iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:

i. Committing current year funds, future tax revenues, or cancellation charges; and

ii. Making the contract subject to the future availability of funds.

h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates

and feasibility reports as are required in the opinion of the Directors;

i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;

j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;

k. To accept a grant or loan from any person; and

l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.

7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.

7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.

7.7 To operate a public transportation system:

a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of

the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;

- b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately-owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
- c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
- d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
- e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.

7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.

7.9 To use or alter a railroad with the permission of the railroad.

7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any

suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
 - a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and

contract disputes, and other aspects of the procurement process for domestic and international contracts;

- c. Establish appropriate personnel policies, procedures, and benefit systems;
- d. Employ such persons as are necessary to operate the business of the Authority;
- e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
- f. Adopt a seal;
- g. Establish a complete system of accounts;
- h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and
- i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.

7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.
- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X
ANNEXATION AND WITHDRAWAL

- 10.1 Addition of City, Town, or County by Election or Annexation
- a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:
- i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
 - ii. the unit of election does not divide an election precinct;
 - iii. prior to the effective date of the admission of the territory into the regional district of the

- Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
- iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority; and
 - v. a majority of the votes cast in the election favor the proposition.

b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.

c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:

- i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
- ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C) (ii) (a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which

is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.

iv. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:

- i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
- ii. a map of the Authority showing clearly the territory added.

b. The board of the Authority shall send the order, which must include the effective date of the tax, and map

required under Section 10.2(a)(ii) to the Commission by certified or registered mail.

- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.
- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.
- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the

time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.

c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:

- i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
- ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
- iii. certify to the Commission the total financial obligation of the unit to the Authority.

d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:

- i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and
- ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.

e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the

Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.

- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
 - i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;

- iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;
 - iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
- d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
- e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

**ARTICLE XI
FINANCIAL PROVISIONS**

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.
- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

**ARTICLE XII
AMENDMENT OF TRUST INDENTURE**

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

**ARTICLE XIII
TERMINATION OF TRUST**

13.1 This Trust shall terminate:

- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
- b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.

13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

**ARTICLE XIV
ACCEPTANCE OF TRUST**

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on

their part to be performed.

APPROVED by the governing bodies and mayors of the member jurisdictions this ___ day of _____, 2018.

[SIGNATURE BLOCKS - Governing Bodies of Member Jurisdictions]

[SIGNATURE BLOCKS - Initial Directors]

DRAFT

REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

TRUST AGREEMENT AND INDENTURE

THIS TRUST AGREEMENT AND INDENTURE of the Regional Transportation Authority of Central Oklahoma, hereinafter referred to as Authority, is made and entered into as of the ___ day of ___, 2018, by the governing city councils of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, hereinafter referred to as Beneficiaries. The Authority shall be governed by a board of directors appointed by the governing city councils of the member jurisdictions creating the Authority, hereinafter referred to as Directors. The Directors act in the capacity as trustees for the Trust.

WITNESSETH: That in consideration of the payment by the trustors to the Directors of the sum of Ten Dollars (\$10.00), the mutual covenants herein set forth, and other valuable considerations, the said Directors agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized, and directed, such property as trustors, or others, may from time to time assign, transfer, lease, convey, give, bequeath, devise, or deliver into this Trust or the Directors thereof.

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto said Directors, and said Directors' successors and assigns, but nevertheless in trust, for the use and benefit of the cities of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, and upon the following trusts, terms and conditions herein stated.

ARTICLE I CREATION OF TRUST

The undersigned trustors created and established a Trust for the use and benefit of the Authority and for the public purposes hereinafter set forth, under the provisions of Title 68, Oklahoma Statutes 2014, Section §1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district.

**ARTICLE II
NAME**

The name of this Trust is "**Regional Transportation Authority of Central Oklahoma.**" Under that name it shall, so far as practicable, conduct all business and execute all instruments, and otherwise perform its duties and functions in the execution of this Trust.

**ARTICLE III
DEFINITIONS**

- A. "**Beneficiaries**" means the member cities, towns, or counties that comprise the Authority.
- B. "**Board**" means the board of directors who are the governing body of the Authority appointed by the governing boards of the cities, towns, or counties creating such Authority.
- C. "**Bus rapid transit**" means a high-capacity bus transit system operating on a wide variety of rights-of-way, including mixed traffic, dedicated lanes on surface streets, and busways separated from traffic.
- D. "**Commission**" means the Oklahoma Tax Commission.
- E. "**Commuter rail**" means urban passenger train service for local travel between a central city and adjacent suburbs and regional passenger service between cities. Commuter rail often shares track or right of way with a freight railroad.

- F. **"Complementary paratransit transportation services"** means comparable transportation services required by the Federal Transit Administration to comply with the American's with Disabilities Act, which is available to eligible individuals with a disability who are functionally unable to use fixed-route services. **"Director"** means a board member.
- G. **"Fiscal year"** means the time period between July 1 of a calendar year through June 30 of the following calendar year.
- H. **"Light rail transit"** means a system that uses a fixed guideway rail with electric power propelling mass transit passenger vehicles that is constructed by an Authority.
- I. **"Member jurisdiction"** means those cities, towns, or counties that created the Authority and are authorized to appoint a member of the board under Article VI.
- J. **"Operation"** includes but is not limited to leasing services, contracting for services, planning, staffing, operating, financing, construction, and maintenance of a transportation project regardless of the source of funding.
- K. **"Public transportation"** means the movement of individuals and goods by publicly owned traditional bus, bus rapid transit, streetcar, light rail transit, commuter rail or other high capacity transit vehicle, complementary paratransit transportation services, or other conveyance that provides general or special service to the public. Public transportation includes the movement of individuals and goods by privately owned bus, railroad car, high capacity transit vehicle, or other conveyance that, under a contract with the Authority, provides general or special service to the public.
- L. **"Public transportation facilities"** means any real property, facilities or equipment necessary for public transportation services including rolling stock, locomotives, stations, vehicle parking areas and facilities, rail lines, plants, equipment,

work instrumentalities, and real and personal property and rights used or useful for public transportation.

- M. **"Public transportation provider"** means a public or private entity that provides public transportation services and includes a contractor providing services to a public transportation provider. Public transportation provider includes an authority or agency existing on or created after the effective date of this agreement.
- N. **"Public transportation system"** means a system of providing public transportation and public transportation facilities to individuals.
- O. **"Regional district"** means the specific governing and assessment district created by the member jurisdictions of the Regional Transportation Authority of Central Oklahoma for the purpose of providing regional transportation services.
- P. **"Streetcar"** means a vehicle on rails used primarily for transporting passengers and typically operating on city streets.
- Q. **"Trust"** means the Regional Transportation Authority created by Central Oklahoma municipalities pursuant to Title 68, Oklahoma Statutes §1370.7, as amended by House Bill 2480 in May, 2014.
- R. **"Unit of election"** means a city, town, or county, or portion thereof, that holds an election to annex or withdraw from the regional district of the Authority.

**ARTICLE IV
BENEFICIARIES OF TRUST**

- 4.1 **Beneficiaries.** The jurisdictions of Oklahoma City, Edmond, Norman, Moore, Midwest City, and Del City, are designated the Beneficiaries of the Trust. Additional beneficiaries may be added in accordance with the provisions set forth in Section 10.1.
- 4.2 **Rights of Beneficiaries.** The Beneficiaries shall have no legal title, claim, or rights to the Trust Estate, its income, or to

any part hereof, or to demand or require any partition or distribution hereof except as provided in Article XIII. Neither shall the Beneficiaries have any authority, power, or right whatsoever to do or transact any business for, or on behalf of, or binding upon the Directors or upon the Trust Estate, nor the right to control or direct the actions of the Directors, except as required by the laws of the State of Oklahoma. The Beneficiaries shall be entitled solely to the benefits of this Trust, as administered by the Directors hereunder; and upon the termination of the Trust, as provided hereinafter, and only then, the Beneficiaries shall receive the residue of the Trust Estate.

**ARTICLE V
PURPOSES OF TRUST**

The purposes of the Trust are:

- 5.1 To plan, establish, develop, acquire, construct, purchase, own, install, repair, enlarge, improve, maintain, equip, finance and refinance, operate and regulate public transportation systems and facilities within the boundaries of the regional district of the Authority including but not limited to the purchase, lease, construction, installation, equipping, maintenance, and operation of such buildings and other facilities necessary for the servicing of such public transportation systems and facilities or for the comfort and accommodation of patrons of such public transportation systems and facilities or for use by authorities or agencies of the United States of America, the State of Oklahoma, or other political subdivisions of government or for other uses that the Authority may undertake as to public transportation and the buildings and facilities thereof.
- 5.2 To hold, maintain, and administer any leasehold rights in and to physical properties demised to the Beneficiaries and to

comply with the terms and conditions of any such lease.

- 5.3 To acquire by lease, purchase or otherwise, and to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, and regulate any and all physical properties designated or needful for utilization in the furnishing and providing of services, in connection with public transportation systems and facilities properties, and to dispose of, rent, or otherwise make provisions for properties owned by the Trust but no longer needful for Trust purposes.
- 5.4 To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, and operating such public transportation systems and facilities and buildings and other improvements thereto, and all properties, real, personal, or mixed, required for execution and fulfilling the Trust purposes as set forth in this instrument, and all other charges, costs, and expenses necessarily incurred in connection therewith, and in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues.
- 5.5 To expend all funds coming into the hands of the Directors as revenue or otherwise in the payment of any indebtedness incurred by the Directors for purposes specified herein, and in the payment of the aforesaid costs and expenses, and in the payment of any other obligation properly chargeable against the Trust Estate, and to distribute the remainder of such funds to the municipal Beneficiaries.

ARTICLE VI DIRECTORS

6.1 Appointment of Directors

There shall be seven Directors of this Trust who shall be appointed by the governing boards of the member jurisdictions

creating such Authority. A Director shall be subject to removal only by action of the governing board appointing the Director.

- a. Two Directors shall be appointed by the Mayor of Oklahoma City, subject to the approval of the governing board of the City of Oklahoma City.
- b. One Director shall be appointed by the Mayor of Edmond, subject to the approval of the governing board of the City of Edmond.
- c. One Director shall be appointed by the Mayor of Norman, subject to the approval of the governing board of the City of Norman.
- d. One Director shall be appointed by the Mayor of Moore, subject to the approval of the governing board of the City of Moore.
- e. One Director shall be appointed by the Mayor of Del City, subject to the approval of the governing board of the City of Del City.
- f. One Director shall be appointed by the Mayor of Midwest City, subject to the approval of the governing body of the City of Midwest City.

6.2 Terms of the Directors

- a. The initial term of the Directors shall begin concurrent with the creation of the Authority and end on June 30 in the year following a successful referendum establishing a dedicated funding source for Authority operations.
- b. Effective July 1 in the year following a successful referendum establishing a dedicated funding source for Authority operations, the term of the Directors shall be established on a staggered basis with four Directors serving a transitional term of four years and three Directors serving a transitional term of two years as follows: Of the members appointed by Oklahoma City, one of

the Directors shall be appointed for a term of two years and the second of the Directors shall be appointed for a term of four years. For the remaining Directors appointed by the municipalities under Section 6.1 (b) - (f), the Directors appointed under section 6.1 (b), (d), and (f) shall be appointed for an initial term of two years and the Directors appointed under section 6.1 (c) and (e) shall be appointed for an initial term of four years.

- c. After completion of the transitional term by the Directors, all Directors shall be appointed for four-year terms beginning on July 1.
- d. A Director may be reappointed for additional terms subject to approval by the governing body of the member jurisdiction.
- e. If a vacancy occurs on a board other than by expiration of a term, the vacancy shall be filled in the same manner as the original appointment for the remainder of the term.
- f. A Director may continue to serve until a successor is appointed and qualified.

6.3 A Director shall not be an employee of the county or city appointing the Director under Section 6.1 or an employee of a public transportation provider operating in a public transit region.

6.4 A Director shall not be a currently serving elected officer of this state or a political subdivision of this state.

6.5 To be eligible to serve as a Director, a person must be a bona fide resident of the municipality which the Director is to represent for at least one year before the date of the appointment and shall continue in that residency to remain qualified to serve as a Director.

6.6 Upon appointment to the board, a Director shall take and subscribe to the oath of office required under section 1 of

article XV of the state constitution of Oklahoma.

6.7 An individual who has been convicted of, pled guilty or no contest to, or forfeited bail concerning a felony under the laws of this state, any other state, or the United States shall not be appointed or remain as a member of the board.

6.8 A Director shall discharge the duties of the position in a nonpartisan manner, in good faith, in the best interests of the regional district, and with the degree of diligence, care, and skill that an ordinarily prudent person would exercise under similar circumstances in a like position. A Director shall not make or participate in making a decision, or in any way attempt to use his or her position as a Director to influence a decision, on a matter before the Authority in which the member is directly or indirectly interested. A Director shall not be interested directly or indirectly in any contract with the Authority or the department that would cause an actual or potential conflict of interest between a public duty and a private interest. A Director shall comply by all applicable constitutional provisions, statutes, and ethical rules relating to conflicts of interest. To the extent not covered by applicable constitutional provisions, statutes, or rules, a Director shall also be prohibited from the following:

- a. Improperly disclosing or using private, controlled, or protected information that has been gained by reason of a person's position as a Director;
- b. Receiving or agreeing to receive compensation for assisting any person or business entity in any transaction involving the Authority; and
- c. Knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly for themselves or another a gift of significant value or significant

economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties.

6.9 Election of Officers

- a. The Directors shall elect a chair from their members who shall preside at all meetings and perform other duties designated by the Directors. The Directors shall elect one or more vice chairs from their members who shall act as a chair during the temporary absence or disability of the chair. If a permanent vacancy occurs in the office of the chair or vice chair, the Directors shall elect a successor thereto from its members.
- b. The Directors shall keep minutes of all meetings of the Directors and shall maintain complete and accurate records of all their financial transactions, all such minutes, books, and records to be on file in the office of the Trust.

6.10 Voting Protocols

- a. Each voting member may cast one vote on all questions, orders, resolutions, and ordinances coming before the board of directors.
- b. A majority of all voting members of the board of directors are a quorum for the transaction of business.
- c. The affirmative vote of a majority of all voting members present at any meeting at which a quorum is present shall be necessary and, except as otherwise provided, is sufficient to carry a motion, resolution, ordinance, or proposition before the board of directors.

d. After a vote of members is taken, a weighted vote may be called by the voting members of any three jurisdictions.

DRAFT

e. When applicable, votes shall be weighted as follows:

Tier	City	Members	Weighted Vote
Tier I	Oklahoma City (1)	1	26%
Tier I	Oklahoma City (2)	1	26%
Tier II	Norman	1	14%
Tier II	Edmond	1	14%
Tier III	Moore	1	6.6%
Tier III	Midwest City	1	6.6%
Tier III	Del City	1	6.6%

f. The following matters require approval by a 67% weighted vote:

- Pledge assets
- Approve budget
- Major service change
- Determine tax rate to be placed on ballot
- Call for the governing bodies of the municipalities comprising the Authority to put a referendum on ballot

g. A motion to approve the acquisition, construction, or operation of a rail line must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities through which the rail line traverses.

h. A motion to approve the acquisition of a transit provider and associated liability and assets must receive the affirmative vote of 67% of the weighted vote including a majority of representatives of member cities in the service area.

i. A motion to issue debt must receive the affirmative vote of 67% of the weighted vote. In addition, the indebtedness must be approved by a 2/3 vote of the governing body of

2/3 of the Beneficiaries of the Trust; provided, however, that a municipal beneficiary with a governing body consisting of fewer than seven members shall be required to approve the issuance of debt by a 3/5 vote of the governing body.

j. After each decennial census beginning in 2030, the governing boards of the Beneficiaries shall review the apportionment of the board of directors and associated voting protocols to make such adjustments, if any, as may be appropriate to account equitably for the population and sales tax distribution among the member jurisdictions.

6.11 Compensation

No Director shall be paid any compensation of any kind for providing services as a Director of this Trust. However, Directors may be reimbursed for expenses incurred in the performance of their duties hereunder.

6.12 No Personal Liability

The Directors, the State of Oklahoma, and the Beneficiaries hereof shall not be personally liable whatsoever by reason of an act or omission committed or suffered in good faith or in the exercise of their honest discretion of the performance of such Trust or the operation of the Trust Estate.

6.13 Meetings and Records

The Directors shall designate the time and place of all regular meetings, which meetings shall be public. All meetings of the Directors shall be open to the public to the extent provided by the Oklahoma Open Meeting Act. The books, records, and minutes of the Directors shall be considered public records and available for inspection during normal business

hours by any interested party to the extent provided by the Oklahoma Open Records Act.

6.14 No Power to Bind

Notwithstanding any other provisions of this Trust Indenture which shall appear to provide otherwise, no Director or Directors shall have the power or authority to bind or obligate any other Director, or any Beneficiary, nor can any Beneficiary bind or obligate the Trust or any individual Director.

**ARTICLE VII
POWERS AND DUTIES OF THE DIRECTORS**

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in this Trust Indenture, the Directors shall have all powers necessary or convenient to carry out the purposes of the Trust and, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Trust Indenture, the following rights, power, duties, authority, discretion, and privileges, all of which may be exercised by them without any order or authority from any court:

- 7.1 To designate by resolution a description of the boundary of the Authority which boundary shall be coterminous with the entirety of the boundaries of the jurisdictions which have joined the Authority.
- 7.2 To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store, and administer any of the public transportation systems and facilities determined by the Directors to be necessary for the benefit and development of the Beneficiaries.
- 7.3 To enter into contracts, leases, and agreements of every kind, in accordance with all applicable federal and state

procurement regulations and requirements of Section 176 of Title 60 relating to public trusts, including:

- a. To acquire, construct, enlarge, and improve buildings and works, including but not limited to, transportation vehicle terminals and weigh stations, garages and repair shops, and facilities authorized to be acquired and constructed, enlarged and improved pursuant to the terms of this Trust Indenture;
- b. To acquire rolling stock or other property under a contract or trust agreement, including a conditional sales contract, cooperative purchasing agreement, lease, and equipment trust certificate;
- c. To hold, use, sell, lease, dispose of, and acquire, by any means, any interest in real property, licenses, patents, rights, and other interests necessary, convenient, or useful to the providing of regional transportation services;
- d. To acquire, construct, develop, own, operate, and maintain transit facilities necessary to serve high capacity, intercity, or other types of passenger rail services, within the Authority;
- e. For the furnishing of any services or the performance of any duties that they deem necessary or proper and pay for the same as they see fit;
- f. For the sale of bonds, notes or other evidences of indebtedness or obligations of the Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Trust Indenture and for that purpose may:
 - i. Employ financial advisors and underwriters to advise and assist the Directors in finalizing the

financing plan, developing offering documents, preparing for any rating agency and investor presentations, marketing and selling the bonds, notes or other evidences of indebtedness or obligations, and presenting financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Directors concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

ii. Sell all bonds, notes or other evidences of indebtedness or obligations of the Trust in installments or series and on such terms and conditions and in such manner as the Directors shall deem to be in the best interest of the Trust Estate; and

iii. Appoint and compensate attorneys, paying agencies and corporate Directors in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of the Trust.

g. For payment with debt obligations and for performance and payments to extend longer than one fiscal year if the contract provides for the discharge of the contractual obligations by any method, including:

i. Committing current year funds, future tax revenues, or cancellation charges; and

ii. Making the contract subject to the future availability of funds.

h. With such architectural and engineering firm or firms as the Directors deem necessary to prepare such preliminary or detailed studies, plans, specifications, cost estimates

and feasibility reports as are required in the opinion of the Directors;

i. With such attorneys and accountants and other professional service providers or firms as are required to further the purposes of the Trust in the opinion of the Directors;

j. With the United States, this state and its agencies and political subdivisions, public or private corporations, and any other person;

k. To accept a grant or loan from any person; and

l. As otherwise may be necessary for the furtherance of the authorized Trust purposes set out herein.

7.4 To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods, and commodities as are incident to the operation of its properties.

7.5 Subject to voter approval, to levy a sales tax upon the gross proceeds or gross receipts derived from all sales or services in the regional district and/or such other tax or assessment as maybe authorized by law.

7.6 To utilize the provisions of the Local Development Act, Title 62 Oklahoma Statutes §853, and such other acts as may be authorized relating to the financing of regional transportation projects.

7.7 To operate a public transportation system:

a. With the consent of a political subdivision, may use streets, alleys, roads, highways, and other public ways of

the political subdivision as necessary or useful in the construction, reconstruction, repair, maintenance, and operation of the system;

- b. With the consent of a political subdivision, may relocate, raise, reroute, change the grade of, or alter, at the Trust's expense, the construction of a public owned or privately-owned street, alley, highway, road, railroad, electric line or facility, or telephone property or facility, pipeline or facility, conduit or facility, and other property.
 - c. Contract with a municipality, county, other political subdivision, or federally recognized tribe for the Trust to provide public transportation services;
 - d. Make agreements with a public utility, private utility, communication system, common carrier, state agency, or transportation system for the joint use of facilities, installations, or property inside or outside the district; and
 - e. Lease all or a part of the public transportation system to, or contract for the operation of all or a part of the public transportation system by, an operator.
- 7.8 To use or alter a road, highway, or turnpike with the permission of the Oklahoma Department of Transportation or the Oklahoma Turnpike Authority.
- 7.9 To use or alter a railroad with the permission of the railroad.
- 7.10 To compromise any debts or claims of or against the Trust Estate and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon any evidence deemed by the Directors to be sufficient. The Directors may bring any

suit or action, which in their judgment is necessary or proper to protect the interest of the Trust Estate, or to enforce any claim, demand or contract for the Trust; and they shall defend, in their discretion, any suit against the Trust, or the Directors or employees, agents or servants thereof. They may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees.

- 7.11 To require an audit of the Authority's financial records, financial controls, and annual financial report.
- 7.12 To file annually, with the governing body of the Beneficiaries, copies of financial documents and reports sufficient to demonstrate the fiscal activity of the Trust, including, but not limited to, budgets, financial reports, bond indentures, and audits.
- 7.13 To file for the next fiscal year a proposed operating and capital budget no later than March 15 of each year and a final operating and capital budget within 30 days after adoption by the Authority with the governing bodies of the Beneficiaries.
- 7.14 To adopt rules to govern the operation of the Trust, its employees, the public transportation system, service provided by the Authority, and any other necessary matter concerning its purposes including to:
 - a. Employ and prescribe the compensation for a chief executive officer of the Authority;
 - b. Adopt and enforce procurement procedures, guidelines, and rules consistent with procurement requirements of applicable state and federal laws and regulations covering the appointment of contracting officers, the solicitation for and award of contracts, the resolution of protests and

contract disputes, and other aspects of the procurement process for domestic and international contracts;

- c. Establish appropriate personnel policies, procedures, and benefit systems;
- d. Employ such persons as are necessary to operate the business of the Authority;
- e. Delegate to designated persons the power to contract for construction, services, and property, within budgeted amounts approved by the Directors;
- f. Adopt a seal;
- g. Establish a complete system of accounts;
- h. Designate by resolution an authorized representative of the Authority to invest Authority funds and withdraw money from Authority accounts for investment; and
- i. Designate by resolution an authorized representative of the Authority to supervise the substitution of securities pledged to secure Authority funds.

7.15 To do all other acts in their judgment necessary or desirable for the proper and advantageous management, investment, and distribution of the Trust Estate and income therefrom.

ARTICLE VIII DURATION OF TRUST

The Trust shall exist for the duration of the operation and no longer than one (1) year after cessation of the operation.

ARTICLE IX TRUST ESTATE

The Trust Estate shall consist of:

- 9.1 The funds and property presently under the control of the Directors or to be acquired or constructed by Directors and dedicated by the trustor and others to be used for Trust purposes.
- 9.2 Any and all leasehold rights demised to the Directors by any Beneficiary as authorized and empowered by law.
- 9.3 Any and all money, property, real, personal or mixed, rights, choses in action, contracts, leases, privileges, immunities, franchises, benefits, and all other things of value coming into the possession of the Directors pursuant to the provisions of this Trust Indenture.
- 9.4 The instruments executed for each project, and each issuance of Directors' bonds and other indebtedness, shall set out the specific property of the Trust Estate exclusively pledged and mortgaged for the payment of such indebtedness.

ARTICLE X
ANNEXATION AND WITHDRAWAL

- 10.1 Addition of City, Town, or County by Election or Annexation
- a. The territory of any unit of election that is not part of the Authority may be added as a beneficiary of the Trust and receive transportation services provided by the regional district of the Authority on a date determined by the board if:
- i. any part of the unit of election is located adjacent to a city, town, or county that is part of the regional district;
 - ii. the unit of election does not divide an election precinct;
 - iii. prior to the effective date of the admission of the territory into the regional district of the

- Authority, the board states, by resolution, the Authority's intention to provide transportation services in the territory of the unit of election;
- iv. the governing body of the unit of election calls an election under this section on whether the territory of the unit of election should be added to the Authority; and
 - v. a majority of the votes cast in the election favor the proposition.

b. The governing body of the unit of election shall certify to the board the result of an election in which the addition is approved.

c. No later than 120 days after the date of the election approving the addition of the unit of election to the regional district of the Authority, the board of the Authority and the governing body of the unit of election shall enter into an interlocal agreement that:

- i. establishes an effective date for the annexation of the territory of the unit, which date will be concurrent with the implementation of the sales tax in the added territory by the Commission; and
- ii. evidences the unit's agreement to accept a financial obligation in an amount equal to:
 - a. the unit's apportioned share of the Authority's outstanding obligations; and
 - b. the amount, not computed in Section 10.1(C) (ii) (a), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- iii. The unit's apportioned share of the Authority's outstanding obligations is the amount of the obligation times a fraction, the numerator of which

is the combined population and sales tax of the annexing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the annexing unit.

iv. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of annexation. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.

d. When a city, town, or county that is part of the Authority annexes territory that, before the annexation is not part of the Authority, the annexed territory becomes part of the Authority.

10.2 Added Territory: Effective Date of Taxes

a. A sales tax imposed by the Authority takes effect in the territory added to the Authority by election or by annexation on the first day of the first calendar quarter following voter approval that begins after the date the Commission receives:

- i. a certified copy of an order annexing the territory or of an order canvassing the returns and declaring the result of the election; and
- ii. a map of the Authority showing clearly the territory added.

b. The board of the Authority shall send the order, which must include the effective date of the tax, and map

required under Section 10.2(a)(ii) to the Commission by certified or registered mail.

- c. The Commission may delay implementation of the sales tax in the added territory for one calendar quarter by notifying the board of the Authority that the Commission requires more time to provide notice of the rate change to vendors. If implementation is delayed, the tax takes effect on the first day of the second calendar quarter that begins after the date on which the Commission receives the order and map.

10.3 Withdrawal of Territory from Authority by Election

- a. The governing body of a unit of election may order an election to withdraw the unit from the Authority.
- b. If a majority of the votes cast in the election favor the proposition to withdraw from the regional district, the governing body of the unit of election shall certify to the board the result of the election and the effective date of the withdrawal.

10.4 Effect of Withdrawal

- a. On the effective date of a withdrawal from the Authority:
 - i. the Authority shall cease providing transportation services in the withdrawn unit of election; and
 - ii. the financial obligations of the Authority attributable to the withdrawn unit of election cease to accrue.
- b. Until the amount of revenue from an Authority's sales tax collected in a withdrawn unit of election after the effective date of withdrawal and paid to the Authority equals the total financial obligation of the unit at the

time of withdrawal, the sales tax will continue to be collected in the territory of the election unit.

c. After the board receives certification of an election favoring withdrawal from the Authority, the board shall:

- i. calculate the total financial obligation of the unit at the time of withdrawal as set forth in Section 10.5;
- ii. certify to a withdrawn unit of election the total financial obligation of the unit to the Authority; and
- iii. certify to the Commission the total financial obligation of the unit to the Authority.

d. After receipt of certification from the board of the total financial obligation of the unit, the Commission shall:

- i. continue to collect sales tax in the withdrawn unit and remit it to the Authority until the amount of the total financial obligation of the unit at the time of withdrawal has been collected; and
- ii. discontinue collecting the tax in the territory of the withdrawn unit of election after the total financial obligation has been collected and remitted to the Authority.

e. On the effective date of a withdrawal from the Authority, title to all real estate and improvements located in the unit of election owned or partially owned by the Authority shall immediately vest in the Authority, and the Authority may continue to use the real estate and improvements in the withdrawn unit of election as necessary for the continuation of service to the remaining units of election for a period of 25 years or the duration of the

Authority's remaining federal grant obligation for the facility, whichever is longer, provided that the Authority shall be responsible for all operation and maintenance costs of the facility during the period of use. At the end of the period, the real estate and improvements will revert to the unit of election.

- f. Withdrawal from the Authority does not affect the right of the Authority to travel through the territory of the unit of election to provide service to a unit of election that is a part of the Authority.

10.5 Determination of Total Amount of Financial Obligations of Withdrawn Unit

- a. The total financial obligation of a withdrawn unit of election to the Authority is an amount equal to:
 - i. the unit's apportioned share of the Authority's outstanding obligations; and
 - ii. the amount, not computed in Section 10.5 (a) (i), that is necessary and appropriate to allocate to the unit because of financial obligations of the Authority that specifically relate to the unit.
- b. An Authority's outstanding obligations under Section 10.5 (a) (i), is the sum of:
 - i. the obligations of the Authority authorized in the budget of, and contracted for by, the Authority;
 - ii. outstanding contractual obligations for capital or other expenditures, including expenditures for a subsequent year, the payment of which is not made or provided for from the proceeds of notes, bonds, or other obligations;

- iii. payments due or to become due in a subsequent year on notes, bonds, or other securities or obligations for debt issued by the Authority;
 - iv. the amount required by the Authority to be reserved for all years to comply with financial covenants made with lenders, note or bond holders, or other creditors or contractors; and
 - v. the amount necessary for the full and timely payment of the obligations of the Authority, to avoid a default or impairment of those obligations, including contingent liabilities.
- c. The apportioned share of a unit's obligation or assets is the amount of the obligation or assets times a fraction, the numerator of which is the combined population and sales tax of the withdrawing unit of election and the denominator of which is the combined population and sales tax in the regional district of the Authority, including the number of inhabitants of the withdrawing unit.
- d. The board shall determine the amount of each component of the computations required under this section, including the components of the unit's apportioned share, as of the effective date of withdrawal. The population shall be determined according to the most recent and available applicable data of an agency of the United States. The sales tax shall be determined by the Commission.
- e. The board shall certify to a withdrawn unit of election and to the Commission the total financial obligation of the unit to the Authority as determined under this section.

10.6 Reapportionment

In the event that a beneficiary from the member jurisdictions withdraws from Authority, the governing boards of the remaining member jurisdictions shall restructure the board of directors and associated voting protocols to account equitably for the population and sales tax distribution among the remaining member jurisdictions.

**ARTICLE XI
FINANCIAL PROVISIONS**

11.1 General provisions

- a. Fiscal year. The Authority's fiscal year ends on June 30.
- b. Tax exemption. Authority property, material purchases, revenue, and income, and the interest on bonds and notes issued by the Authority are exempt from any tax imposed by this state or a political subdivision of this state.

11.2 Annual budget

- a. Before beginning the operation of public transportation facilities, the board shall adopt an annual operating budget including a program of work specifying the Authority's anticipated revenue and expenses for the fiscal year.
- b. The board must hold a public hearing before adopting each budget except the initial budget. Notice of the hearing must be published at least seven days before the date of the hearing in a newspaper of general circulation in the district.
- c. A budget may be amended at any time if notice of the proposed amendment is given in the notice of meeting.

**ARTICLE XII
AMENDMENT OF TRUST INDENTURE**

The Trust Indenture creating the Trust may be amended, altered, revised, modified, revoked or terminated only in writing with the consent of all parties in interest.

**ARTICLE XIII
TERMINATION OF TRUST**

13.1 This Trust shall terminate:

- a. When the purposes set out in Article V of this instrument shall have been fully executed; or
- b. In the manner provided by Title 68, Oklahoma Statutes 2014, Section §1370.7, and any amendment or additions thereto.

13.2 This Trust shall not be terminated by voluntary action if there is outstanding indebtedness or fixed term obligations of the Directors, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

13.3 Upon the termination of this Trust, the Directors shall proceed to wind up the affairs of this Trust and, after payment of all debts (including any bonded indebtedness), expenses, and obligations out of the moneys and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiaries hereunder based on the total amount of sales tax contributed by each Beneficiary over the life of the Authority. Upon final distribution, the power, duties, and authority of the Directors hereunder shall cease.

**ARTICLE XIV
ACCEPTANCE OF TRUST**

The Directors accept the Trust herein created and provided for and agree to carry out the provisions of this Trust Indenture on

their part to be performed.

APPROVED by the governing bodies and mayors of the member jurisdictions this ___ day of _____, 2018.

[SIGNATURE BLOCKS - Governing Bodies of Member Jurisdictions]

[SIGNATURE BLOCKS - Initial Directors]

DRAFT

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MIDWEST CITY,
OKLAHOMA AUTHORIZING EXECUTION OF THE TRUST AGREEMENT
AND INDENTURE OF THE REGIONAL TRANSPORTATION AUTHORITY OF
CENTRAL OKLAHOMA**

WHEREAS, the City of Midwest City, Oklahoma, together with other interested Central Oklahoma municipalities, formed the Regional Transit Authority Task Force (Task Force) of the Association of Central Oklahoma Governments (ACOG) for the purpose of developing a Regional Transportation Authority (RTA); and

WHEREAS, the Task Force has worked diligently since August 2015 to study the issues involved in developing an RTA including the structure, design, and rules of operation of the RTA; the geographic boundaries, districting, and rules of modification of the RTA; the form of governance and board representation on the RTA; the organizational structure and staffing for the RTA; and the structure of the relationship among the RTA and existing transit systems; and

WHEREAS, on September 27, 2018, the Task Force unanimously approved the draft Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma which will serve to create the RTA;

WHEREAS, the Council has had the opportunity to consider the draft Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma;

NOW THEREFORE BE IT RESOLVED that the Trust Agreement and Indenture of the Regional Transportation Authority of Central Oklahoma which will serve to create the RTA under the provisions of Title 68, Oklahoma Statutes 2014, § 1370.7; Title 60, Oklahoma Statutes §176, et seq., as amended by Title 60, Chapter 4, Oklahoma Session Laws 1953; and the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma for the purpose of planning, financing, constructing, maintaining, and operating transportation projects located within the boundaries of the regional transportation district is the result of a long, deliberate, and collaborative process among the Central Oklahoma municipalities and should be adopted.

PASSED AND APPROVED this _____ day of _____, 2018.

Attest:

MATTHEW D DUKES II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form this ____ day of _____, 2018.

HEATHER POOLE, City Attorney



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 City Council

FROM: Brandon Clabes, Chief of Police

DATE: November 27, 2018

SUBJECT: Discussion and consideration of establishing a committee to review and make recommendations regarding Midwest City ordinance, Chapter 8-Animals and Fowl, Section 8-42 through 8-72.

A recommendation was made by Councilmember Sean Reed to amend the above ordinance in several different sections. The “further discussion” item was placed on the Midwest City council agenda for its regularly scheduled November 13, 2018 meeting. During the public comment portion of the council meeting, several individuals made remarks regarding the possibility of creating a committee to review portions of Chapter 8 for suggestions. Councilmember Reed suggested we form a committee.

Staff suggests that the committee be formed and comprised of two council members, and three to five citizens from the city. It is further suggested that lay members represent the large animals and the small animals as described within the ordinance language. Councilmember Reed suggested that the committee should have their findings completed by the end of January 2019 and be prepared to present those to the full council for consideration in February.

Action on this item is up to the discretion of the council.

Respectfully,

Brandon Clabes
Chief of Police



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 Council

FROM: J. Guy Henson, City Manager

DATE: November 27, 2018

SUBJECT: Discussion and consideration of 1) establishing an Ad-Hoc General Obligation Bond (G.O. Bond) Oversight Council Committee; and 2) appoint three members of the City Council.

Mayor Dukes is requesting this item for the purpose of receiving updates on the various projects. He anticipates quarterly meetings. He is recommending the original members of the G.O. Bond Council Committee, which would include Christine Allen, Jeff Moore and himself.

Action as the Council's discretion.

J. GUY HENSON
City Manager



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 Council

FROM: J. Guy Henson, City Manager

DATE: November 27, 2018

SUBJECT: Discussion and consideration of 1) establishing an Ad-Hoc Ordinance Oversight Council Committee to oversee ordinance updates; and 2) appoint three members of the City Council.

Mayor Dukes is requesting this item for the purpose of receiving updates on ordinance change suggestions. He anticipates quarterly meetings. He is recommending Susan Eads, Pat Byrne, and himself.

Action is at the Council's discretion.

J. GUY HENSON
City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Attorney
100 N. Midwest Blvd.
Midwest City, OK 73110
hpoole@midwestcityok.org
Office: 405-739-1203
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Heather Poole, City Attorney

DATE: November 27, 2018

SUBJECT: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Bahreini, et al v. City of Midwest City, Case No. CV-2018-2374.

Appropriate information will be dispersed during executive session.

City Attorney, Heather Poole



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: November 27, 2018

SUBJECT: Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(4) to be briefed on potential litigation.

Appropriate information will be disbursed at the meeting.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP
City Manager



FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2018 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2017 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

November 6, 2018 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on November 6, 2018 at 7:00 p.m., with the following members present:

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

Commissioner absent: Jim Smith

Staff present: Kellie Gilles, Planning Manager
Patrick Menefee, City Engineer

The meeting was called to order by Chairman Greil at 7:02 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Collins, to approve the minutes of the October 3, 2018 Planning Commission meeting as presented. Voting aye: Collins, Campbell, R.Smith, Greil, Hinton and Huskey. Nay: none. Abstain: Collins. Motion carried.

B. NEW MATTERS:

1. **(PC-1976) Discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the October 2, 2018 Planning Commission meeting and the October 23, 2018 Council meeting.**

Staff presented a brief overview of this item. A motion was made by Collins, seconded by Campbell to recommend to table this item to the January Planning Commission meeting. Voting aye: Collins, Huskey, Campbell, R. Smith, Hinton and Greil. Motion carried.

- 2 (PC – 1981) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to C-3, Community Commercial District for the property described as a part of the SW/4 of Section 30, T-12-N, R-1-W of the Indian Meridian, Oklahoma County, Oklahoma, addressed as 10001 NE 10th Street.**

Staff presented a brief overview of this item. The applicant, Kashif Murtaza of 10001 NE 10th Street was present. There was general discussion about this item. A motion was made by Huskey, seconded by Hinton, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil and Huskey. Nay: none. Motion carried.

- 3 (PC-1982) Discussion and consideration of approval of the Midtown Office Park Section II Preliminary Plat for the property described as a tract of land lying in the NE/4 of Section 11, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Staff presented a brief overview of this item. The applicants representative, Bo Schlotzhauer of 1613 N. Broadway, OKC, was present. There was general discussion about this item. A motion was made by R. Smith, seconded by Collins to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil and Huskey. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion. Staff explained that as there will not be a quorum for the regularly scheduled December 4, 2018 meeting and that no complete applications were submitted for that agenda, the Planning Commission will not meet in December. As the first Tuesday in January is January 1, the Planning Commission will meet on Wednesday, January 2, 2019.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

There being no further matters before the Commission, motion to adjourn was made by R. Smith seconded by Huskey. Voting aye: Hinton, Campbell, R. Smith, Collins, Greil and Huskey. Nay: none. Motion carried.

The meeting adjourned at 7:15 p.m.



MUNICIPAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



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



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

November 27, 2018 - 7:01 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 13, 2018 as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of declaring as surplus property Three (3) drums of Shell Omala S2 G 680 Oil (equivalent to 90 weight oil never been opened), Two (2) drums of Chevron Meropa ISO 680 Oil (equivalent to 90 weight oil never been opened) and One (1) CAT Towmotor fork lift model # 760PG0024 serial # 760P660143 equipment id # 42-08-02. (Public Works - R. Paul Streets)
- C. **NEW BUSINESS/PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**



CONSENT AGENDA



A notice for staff briefings of the 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 Staff Briefing Minutes

November 13, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matthew Dukes called the meeting to order at 6:28 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Sean Reed.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for November 13, 2018. The Trustees had no questions regarding the agenda.

Chairman Dukes adjourned the meeting at 6:28 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

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

November 13, 2018 – 7:01 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 8:42 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

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

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meetings of October 23, 2018 as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$4,259. Stormwater Fund, expenses/Stormwater (61) \$4,744. Utilities Services Fund, expenses/Utility Services (50) \$10,635. Sanitation Fund, expenses/ Sanitation (41) \$18,298. Water Fund, expenses/Water (42) \$30,248. Wastewater Fund, expenses/Sewer (43) \$43,364. Golf Fund, expenses /John Conrad Regional Golf (47) \$9,269; expenses/Municipal Golf (48) \$4,165.
3. Discussion and consideration of declaring twelve (12) 2012 model electric-powered golf cars surplus and authorizing their disposal by trade-in.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 8:43 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Assistant Public Works Director

Date: November 27, 2018

Subject: Discussion and consideration of declaring as surplus property Three (3) drums of Shell Omala S2 G 680 Oil (equivalent to 90 weight oil never been opened, Two (2) drums of Chevron Meropa ISO 680 Oil (equivalent to 90 weight oil never been opened) and One (1) CAT Towmotor fork lift model #760PG0024 serial # 760P660143 equipment id # 42-08-02.

This equipment listed has been removed from service. There are no other operational applications available within the City.

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



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



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 27, 2018 - 7:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of November 13, 2018, 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. (City Manager - G. Henson)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



DISCUSSION ITEMS



A notice for staff briefings of the 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 Staff Briefing Minutes

November 13, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matthew Dukes called the meeting to order at 6:07 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Sean Reed.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 13, 2018.

Jim Garrels, President of Fiduciary Capital Advisors gave an Investment Performance Review for the periods ending September 30, 2018.

Chairman Dukes recessed the meeting at 6:18 PM and returned at 6:28 PM.

The Trustees had no questions regarding the remaining individual agenda items.

Chairman Dukes adjourned the meeting at 6:28 PM.

ATTEST:

MATTHEW D. Dukes II, Chairman

SARA HANCOCK, Secretary

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

November 13, 2018 – 7:02 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 8:43 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, *Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of October 23, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.

*Trustee Allen joined the meeting at 8:44 PM.

2. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending September 30, 2018 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Eads made a motion to accept the report, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$67,734. Hospital Authority Fund, expenses/Hospital Authority (90) \$101,667.** Eads made a motion to approve the supplements, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:45 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

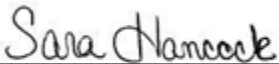
From: Sara Hancock, Secretary

Date: October 27, 2018

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

