



MIDWEST CITY
MEETING AGENDAS FOR
November 13, 2018

STAFF BRIEFING

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

November 13, 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, Memorial Hospital Authority, and Special Economic Development Authority meetings for November 13, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

November 13, 2018 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School Jr. ROTC Cadets Meghan DeBolt and Taylor Lair
- Community-related announcements and comments
- Mayoral Proclamation for Retiree Arval Russel and Small Business Appreciation

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 October 23, 2018, as submitted. (City Clerk - S. Hancock)
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. (Finance - C. Barron)
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. (Human Resources - C. Wilson)

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. (Human Resources - C. Wilson)
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. (Human Resource - C. Wilson)
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. (Public Works - R. P. Streets)
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. (Community Development – P. Menefee)
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. (Community Development – P. Menefee)
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. (Community Development - P. Menefee)
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. (Community Development - P. Menefee)
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. (Community Development - P. Menefee)
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. (Information Technology - R. Rushing)
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. (Police B. Clabes)

- [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. (Police - B. Clabes)
- [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. (Public Works - V. Sullivan)
- [16.](#) Discussion and consideration of the appointment of Mr. Steve Foster to the Plumbing, Gas and Mechanical Board for a three-year term. (Community Development - B. Harless)
- [17.](#) Discussion and consideration of appointing Mr. Ed Schratwieser to fill the unexpired term of Mr. Rick Allison on the Traffic and Safety Commission. (Community Development - P. Menefee)

D. 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. (B. Harless - Community Development)
- [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. (City Manager - G. Henson)
- [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. (City Clerk - S. Hancock)

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

F. FURTHER INFORMATION.

1. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 8, Animals and Fowl, Article III, Domestic Animals Other Than Dogs and Cats, Section 8-42, Area, Enclosure, Location for Large Animals, Except Swine; Section 8-43, Area, Enclosure, Location for Small Animals Except Dogs and Cats; Section 8-66, Required; Application Generally; Section 8-69, Approval Prerequisite; 8-72, Medical Laboratories, Educational Institutions, Veterinary Hospitals exempted from distanced and permit requirements; and providing for repealer and severability. (Police - B. Clabes)

G. ADJOURNMENT.



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

October 23, 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, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

* Councilmember Eads arrived at 6:01 PM.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for October 23, 2018. Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes adjourned the meeting at 6:26 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).

City Council Minutes of the City of Midwest City

October 23, 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, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

Opening Business. Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Midwest City High School Jr. ROTC Cadets Cory Heinrich and Gabriel Briones. Council made community-related announcements. Mayoral proclamations included: retiree James Long, “Extra Mile Day,” “Toll the Bells,” and “Girls in Aviation.”

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

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of October 9, 2018, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of September, 2018.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Grants revenue/Intergovernmental (62) \$44,000; expenses/Police (62) \$44,000. Risk Fund, revenue/Miscellaneous (00) \$1,986; expenses/Risk Insurance (29) \$383,986. Workers Comp Fund, expenses/Risk Insurance (29) \$1,660,000.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Monthly Neighborhood Services report for September 2018.
6. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase III Development Financing Assistance Agreement with Allison's Fun, Inc.
7. Discussion and consideration of accepting a Permanent Utility Easement for the construction of a public water main extension located at and across 9721 S.E. 29th Street. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

8. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

Discussion Items.

1. **(PC – 1971) Discussion and consideration of approval of the Final Plat of Nider Addition described as a part of the SE/4 of Section 31, T12N, R1W, addressed as 10712 NE 4th Street.** Bowen made a motion to approve the final plat, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
2. **(PC –1972) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit- Down, Alcoholic Beverages in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 3 T-11-N, R 2-W, located at 1114 S. Air Depot, Suite 2.** Byrne made a motion to approve Resolution 2018-24, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
3. **(PC – 1973) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property described as Lot 9, of the Beach Acres Addition, addressed as 8707 NE 10th Street.** Reed made a motion to approve Ordinance 3354 and Resolution 2018-25 with the stipulation of any curb cut access be from Beach Street only, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
4. **(PC –1974) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit- Down, Alcoholic Beverages in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 24 T-12-N, R 2-W, located at 9205 NE 23rd Street, Suites 3 & 4.** Allen made a motion to approve Resolution 2018-26, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
5. **(PC –1975) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Drinking Establishment: Sit- Down, Alcoholic Beverages in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 3 T-11-N, R-2-W, located at 904 S. Air Depot Blvd.** Eads made a motion to approve Resolution 2018-27, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
6. **(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.** Reed made a motion to table this item until the November 27, 2018 Council meeting, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
7. **Discussion and Consideration of an update regarding ongoing OG&E Street Lighting maintenance issues.** Nicole Rhodes, representative with OG&E, addressed council. No action was taken.

8. **Discussion and consideration of 1) purchasing Public Safety P25 Communications Equipment in the amount of \$89,975.60 from the Oklahoma State Wide Contract #SW1053 including the purchase of supporting miscellaneous communications equipment not on state contract in the amount of \$3,376.58 from Stolz Telecom LLC, and 2) a resolution for the City Council of the City of Midwest City relating to the expenditure of \$89,975.60 for the purchase of Public Safety P25 Communications Equipment under the Oklahoma State Wide Contract #SW1053 for 2018-2019 with Harris Corporation acting through Stolz Telecom LLC as the authorized dealer including the purchase of supporting miscellaneous communications equipment not on state contract in the amount of \$3,376.58 from Stolz Telecom LLC; indicating the official action of the City Council for the reimbursement of such expenditure by the issuance of tax exempt general obligation bonds of the City of Midwest City, previously authorized at an election held for that purpose on August 28, 2018 authorizing the purchase.** Eads made a motion to approve the purchase and Resolution 2018-28, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
9. **Discussion and consideration of the reappointment of Earl Foster, Dean Hinton, and Christine Allen to the ADA Transition Plan Committee for additional three-year terms.** Reed made a motion to approve the nominees, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

New Business/Public Discussion. There was no new business or public discussion.

At 7:55 PM, Eads made a motion to recess, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried. Council returned at 7:58 PM.

Executive Session.

1. **Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** At 7:58 PM, Eads made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

At 8:28 PM, Eads made a motion to return to open session, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

Reed made a motion to authorize the City Manager and staff to proceed as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:28 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 13, 2018

Subject: 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.

The supplements are needed to budget personnel and benefit expenses for Police contract and non-union City employees retroactive to July 1, 2018.

Christy Barron
Finance Director

SUPPLEMENTS
November 13, 2018

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
01	City Manager			4,579	
14	General Gov't			256	
		<u>0</u>	<u>0</u>	<u>4,835</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
02	City Clerk			988	
03	Personnel			4,838	
04	City Attorney			356	
05	Community Development			21,053	
06	Park & Rec			5,146	
08	Finance			7,009	
09	Street			18,469	
10	Animal Welfare			3,109	
12	Municipal Court			4,887	
15	Neighborhood Svcs			12,838	
16	I.T.			5,346	
18	Emergency Response			13,361	
19	Swimming Pool			2,187	
20	Communications			651	
		<u>0</u>	<u>0</u>	<u>100,238</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
14	General Gov't			1,747	
		<u>0</u>	<u>0</u>	<u>1,747</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS
November 13, 2018

Fund STREET LIGHT FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			194	
		<u>0</u>	<u>0</u>	<u>194</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			308,833	
		<u>0</u>	<u>0</u>	<u>308,833</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for Police contract and non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund JUVENILE (025)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
12	Municipal Court			778	
		<u>0</u>	<u>0</u>	<u>778</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			4,394	
		<u>0</u>	<u>0</u>	<u>4,394</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS
November 13, 2018

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
74	Tourism			1,706	
		<u>0</u>	<u>0</u>	<u>1,706</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
07	Visitors Bureau			1,034	
87	Economic			1,238	
		<u>0</u>	<u>0</u>	<u>2,272</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Emergency Operations			5,092	
		<u>0</u>	<u>0</u>	<u>5,092</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund PUBLIC WORKS (075)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
30	Public Works			10,134	
		<u>0</u>	<u>0</u>	<u>10,134</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS
November 13, 2018

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Fleet			10,380	
		<u>0</u>	<u>0</u>	<u>10,380</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund SURPLUS (081)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
26	Surplus Property			397	
		<u>0</u>	<u>0</u>	<u>397</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund ACTIVITY (115)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
23	Parks			84	
78	Recreation			459	
		<u>0</u>	<u>0</u>	<u>543</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund PARK & REC (123)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec			983	
		<u>0</u>	<u>0</u>	<u>983</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS
November 13, 2018

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
39	Grants Mgmt			7,153	
		<u>0</u>	<u>0</u>	<u>7,153</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk Insurance			2,377	
		<u>0</u>	<u>0</u>	<u>2,377</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund L&H (240)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel			369	
		<u>0</u>	<u>0</u>	<u>369</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Neighborhood Services			1,985	
		<u>0</u>	<u>0</u>	<u>1,985</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.



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 13, 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; the amendments 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.

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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 Ventimiligia- 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

**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

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



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

Memorandum

DATE: November 13, 2018
TO: Honorable Mayor and Council
FROM: Catherine Wilson, HR Director

RE: 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.

Mayor and Council -

On October 30, 2018 the FOP Lodge 127 held a regular meeting and ratified a proposed multi-year Collective Bargaining Agreement to be effective from July 1, 2018 through June 30, 2020. This agreement was tentatively reached between the Lead Negotiator for the City Catherine Wilson, HR Director and FOP President Archie Huston on Wednesday October 24, 2018; changes in the proposed agreement are as follows:

- The Duration of the agreement will be from July 1, 2018 through June 30, 2020 as reflected in Article 3 of the CBA;
- Article 9 - Seniority: language changes with regard to the new time keeping system Executime and Seniority when deciding time off requests (has no monetary impact);
- Article 20 – Wages: the FOP membership will receive a 2.5% across the board increase to the base pay wage scale (Addendum A) to be effective July 1, 2018 through June 30, 2019 (monetary impact is approximately \$208,510); for the second year of this agreement one of the three following must be met for an across the board base wage increase:
 - For the second year of this agreement the total Fund 020 revenues minus other income (such as insurance recoveries, internal budget transfers, grant funds etc.) must exceed original 2018-2019 Fund 020 budget by at least 3% on July 15, 2019; employees covered under the bargaining agreement shall receive a 2.25% across the board increase to the pay scale for FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(1); or if
 - The original 2018-2019 Fund 020 budget is exceeded by 3.5% on July 15 2019; employees covered under this agreement shall receive a 2.5% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(2); or if
 - The original 2018-2019 Fund 020 budget is exceeded by 4.25% on July 15 2019; employees covered under this agreement shall receive a 3.0% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(3). (the example wage scales have been provided in the agenda back-up)



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

- Article 21 – Special Assignments: Language changing the Field Officer Training incentive from \$40.00 per shift when training, to \$50.00 per shift when training.(the monetary impact of this is .06 of one percent or approx. \$5,000 annually)
- Article 25 – Longevity: Adding \$25.00 to each year of the longevity table so that each year would then be \$125.00; for the first year of this agreement Longevity would begin upon the fifth (5) yr. of service; for the second yr. of this agreement Longevity would begin on the fourth (4) yr. of service;
- Article 30 – Education Incentive: Each tier of the incentive will be increased by \$11.75 per pay period (the monetary impact is approx. \$28,400)
- Article 33 – Health Physical: removed one test from the list of tests because it is an outdated test the physician does not perform;
- Article 34 – Remove language that is no longer pertinent to the article since we shifted the funds to the base salaries last year;
- Article 35 – Publication of the CBA: Language changing how the CBA is published and presented to the FOP.

Staff recommends approving the multi-year agreement effective July 1, 2018 through June 30, 2020 as negotiated.

Respectfully,

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

Catherine Wilson, MPA
HR Director

ARTICLE 20
WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a 2.5% across the board increase to the pay scale ~~COLA additionally \$1400.00 will be shifted from Article 34 Uniform Allowance to the pay scale by adding \$1400.00 to each step of each rank the City has also agreed to add another \$275.00 to each step of each rank increasing the base salary in each step of all ranks by \$1675.00~~ for fiscal year 20178/20189 which will be effective July 01, 20178 as reflected in Addendum A.

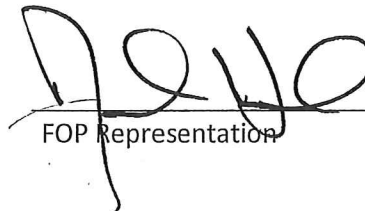
For the second year of this agreement the total Fund 020 revenues minus other income (such as insurance recoveries, internal budget transfers, grant funds etc.) must exceed original 2018-2019 Fund 020 budget by at least 3% on July 15, 2019; employees covered under the bargaining agreement shall receive a 2.25% across the board increase to the pay scale for FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(1); or if

The original 2018-2019 Fund 020 budget is exceeded by 3.5% on July 15 2019; employees covered under this agreement shall receive a 2.5% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(2); or if

The original 2018-2019 Fund 020 budget is exceeded by 4.25% on July 15 2019; employees covered under this agreement shall receive a 3.0% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(3).

Should this not occur, both parties will move to begin negotiations in order to come to an agreement and the 120 day statutory notification requirement is waived. It is understood compensation is the only subject that will be open to negotiations should the above described event occur.


City Representation 10/24/18
Date


FOP Representation 10/24/18
Date

ADDENDUM "A(1)"
MIDWEST CITY POLICE PAY SCALE
EFFECTIVE JULY 01,2019
Across the Board Base Wage Increase 2.25%

	A	B	C	D	E	F	G	H	I	J	K
	1	2	3	4	5	6	7	8	9	10	11
Officer											
Yearly	49,850.37	51,293.31	52,779.50	54,310.13	55,886.92	57,510.83					
Payday	1,917.32	1,972.82	2,029.98	2,088.85	2,149.50	2,211.95					
Hour	23.9665	24.6602	25.3748	26.1106	26.8687	27.6494					
Sgt.											
Yearly	58,162.58	59,798.40	61,452.43	63,153.84	64,903.84	66,703.38	68,554.43	70,182.25	72,416.36	74,430.16	76,501.29
Payday	2,237.02	2,299.94	2,363.56	2,428.99	2,496.30	2,565.51	2,636.71	2,699.32	2,785.24	2,862.70	2,942.36
Hour	27.9628	28.7492	29.5444	30.3624	31.2038	32.0689	32.9589	33.7415	34.8156	35.7837	36.7795
Lt.											
Yearly	80,238.60	82,396.95	84,614.55	86,893.13							
Payday	3,086.10	3,169.11	3,254.41	3,342.04							
Hour	38.5763	39.6139	40.6801	41.7755							
Capt.											
Yearly	90,298.62	92,733.65	95,235.47	97,806.29							
Payday	3,473.02	3,566.68	3,662.90	3,761.78							
Hour	43.4128	44.5835	45.7863	47.0223							
Maj.											
Yearly	98,507.35	100,926.10	103,405.33								
Payday	3,788.74	3,881.77	3,977.13								
Hour	47.3593	48.5222	49.7141								

NOTE:

This pay scale will be utilized if the FUND 020 exceeds the original FY 2018-19 budgeted revenues by 3%.

ADDENDUM "A(2)"
MIDWEST CITY POLICE PAY SCALE
EFFECTIVE JULY 01,2019

Across the Board Base Wage Increase 2.5%

	A	B	C	D	E	F	G	H	I	J	K
Officer	1	2	3	4	5	6	7	8	9	10	11
Yearly	49,972.26	51,418.73	52,908.54	54,442.92	56,023.56	57,651.44					
Payday	1,922.01	1,977.64	2,034.94	2,093.96	2,154.75	2,217.36					
Hour	24.0251	24.7205	25.4368	26.1745	26.9344	27.7170					
Sgt.											
Yearly	58,304.79	59,944.60	61,602.68	63,308.25	65,062.53	66,866.47	68,722.05	70,353.85	72,593.42	74,612.14	76,688.34
Payday	2,242.49	2,305.56	2,369.33	2,434.93	2,502.41	2,571.79	2,643.16	2,705.92	2,792.05	2,869.70	2,949.55
Hour	28.0311	28.8195	29.6167	30.4367	31.2801	32.1473	33.0394	33.8240	34.9007	35.8712	36.8694
Lt.											
Yearly	80,434.78	82,598.41	84,821.44	87,105.59							
Payday	3,093.65	3,176.86	3,262.36	3,350.21							
Hour	38.6706	39.7108	40.7795	41.8777							
Capt.											
Yearly	90,519.40	92,960.39	95,468.32	98,045.42							
Payday	3,481.52	3,575.40	3,671.86	3,770.98							
Hour	43.5189	44.6925	45.8982	47.1372							
Maj.											
Yearly	98,748.20	101,172.86	103,658.16								
Payday	3,798.01	3,891.26	3,986.85								
Hour	47.4751	48.6408	49.8357								

NOTE:

This pay scale will be utilized if the FUND 020 exceeds the original FY 2018-19 budgeted revenues by 3.5%.

ADDENDUM "A(3)"
MIDWEST CITY POLICE PAY SCALE
EFFECTIVE JULY 01,2019
Across the Board Base Wage Increase 3.0%

	A	B	C	D	E	F	G	H	I	J	K
	1	2	3	4	5	6	7	8	9	10	11
Officer											
Yearly	50,216.02	51,669.55	53,166.63	54,708.49	56,296.84	57,932.67					
Payday	1,931.39	1,987.29	2,044.87	2,104.17	2,165.26	2,228.18					
Hour	24.1423	24.8411	25.5609	26.3022	27.0658	27.8522					
Sgt.											
Yearly	58,589.20	60,237.02	61,903.19	63,617.07	65,379.91	67,192.65	69,057.28	70,697.04	72,947.54	74,976.10	77,062.43
Payday	2,253.43	2,316.81	2,380.89	2,446.81	2,514.61	2,584.33	2,656.05	2,719.12	2,805.67	2,883.70	2,963.94
Hour	28.1679	28.9601	29.7611	30.5851	31.4326	32.3042	33.2006	33.9890	35.0709	36.0462	37.0492
Lt.											
Yearly	80,827.15	83,001.32	85,235.20	87,530.49							
Payday	3,108.74	3,192.36	3,278.28	3,366.56							
Hour	38.8592	39.9045	40.9785	42.0820							
Capt.											
Yearly	90,960.96	93,413.85	95,934.01	98,523.69							
Payday	3,498.50	3,592.84	3,689.77	3,789.37							
Hour	43.7312	44.9105	46.1221	47.3672							
Maj.											
Yearly	99,229.90	101,666.39	104,163.81								
Payday	3,816.53	3,910.25	4,006.30								
Hour	47.7067	48.8781	50.0788								

NOTE:

This pay scale will be utilized if the FUND 020 exceeds the original FY 2018-19 budgeted revenues by 4.25%.



Collective Bargaining
Agreement for Fiscal
Year 20178/201820

The Fraternal Order
of Police Lodge #127

City of Midwest City

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ARTICLE 1

PURPOSE AND INTENT

SECTION 1. This Agreement, entered into by the City of Midwest City, hereinafter referred to as Employer, and the Fraternal Order of Police, Lodge #127, as Collective Bargaining Agent, hereinafter referred to as FOP, pursuant to Title 11, Oklahoma Statutes, Section 51-101, et seq., as amended, is made for the following purposes:

- A. To establish wages, hours, benefits, grievance procedures and other conditions of employment of represented officers of the Midwest City Police Department;
- B. To provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the citizens of Midwest City;
- C. To assist in promoting the harmonious relations between the Employer, the FOP and the represented officers, and to assist in the amicable adjustment of labor-management disputes

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes Lodge #127 of the Fraternal Order of Police as the exclusive bargaining agent for all full-time, permanent commissioned police officers of the Midwest City Police Department, except the Chief of Police, his Administrative Assistant and those employees on entry-level probation.

SECTION 2. For purposes of conducting performance evaluations and qualifications to be a Midwest City police officer, employees hired after July 1, 1989 will serve an entry-level probation period of eighteen (18) months. Provided however, this article does not conflict with any provision pursuant to Oklahoma Statutes, Title 11, Section 51-101, et seq., as amended.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 1. The duration of this Agreement shall be from July 1, 2017~~8~~ to June 30, 2018~~20~~. In the event an agreement has not been reached by June 30, 2018~~20~~, this Agreement may remain in full force

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and effect by mutual agreement of the Employer and the FOP until such time as a new agreement is attained.

SECTION 2. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the FOP to serve written notice of request for collective bargaining not later than February 15 of each year.

ARTICLE 4

MUTUAL RESPONSIBILITY

SECTION 1. No employee shall be favored or subject to discrimination by the Employer or by the FOP because of race, creed, size, color, sex, religion, age, national origin, disability (as defined by the Americans with Disabilities Act, the Oklahoma State Police Pension Act and any other applicable law) or relationship to any person or persons, political affiliations or FOP activities.

SECTION 2. The Employer and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP, and further agree that there will be no discrimination against nor coercion of any employee because of FOP membership or non-membership.

SECTION 3. The Employer and the FOP agree to comply with the objectives set forth in the Employer's Affirmative Action Program to insure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The FOP recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement, are retained by the Employer and remain exclusively the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the state of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and ordinance's and regulations promulgated there under. These rights shall include, but shall not be limited to, the rights:

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- A. To determine and enforce Police Department policy, rules, regulations and orders, including the right to manage the affairs of the Police Department, so long as the same are not punitive in nature and so long as they do not affect mandatory subjects of bargaining which are required to be negotiated;
- B. To assign working hours, including overtime;
- C. To direct the members of the Police Department, including the right to promote, transfer discipline, suspend, demote or terminate for the good of the service, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 10. The FOP recognizes the standard "Just Cause"/ "for the good of the service" when its use is fair, proper, and reasonable under the circumstances.
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however, such actions by the Employer shall not be punitive in nature. If any new rank is established, it will be filled as otherwise provided in this Agreement. In the event a new classification is established, the selection for that classification will be a competitive process designed by management to meet the needs of management;
- E. To establish or determine new job classifications and ranks based upon duties assigned, provided, however, such new job classifications shall not reduce the pay of any current officer;
- F. To determine the location, means, methods and personnel by which operations are to be conducted;
- G. To determine the safety, health and property protection measures for the Police Department. In making such determinations, due regard will be given to the safety of the officers of the Midwest City Police Department;
- H. To be sole judge of the qualifications of applicants and training of employees;
- I. To set the standards for services to be Offered to the public;

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- J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;
- K. To determine reasonable means and methods of effective communication of any and all rules, regulations and orders to members of the Police Department, provided, however, new rules and regulations shall be reduced, to writing and be made available;
- L. To determine the amount of supervision necessary;
- M. To control the departmental budget, subject to the mandates of this contract;
- N. To take whatever actions may be reasonably necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the, operation and administration of the Midwest City Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement. Such prevailing rights shall include, but not be limited to, the present "86" policy (rides to and from work).

ARTICLE 7

BARGAINING AGENT SECURITY

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

SECTION 2.

A. The FOP president's duty assignment shall be in accordance with Article 19. The FOP President may be assigned to a day-shift position during his/her term of office, by mutual agreement of the FOP President and the Chief of Police. The president shall

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report directly to the Chief of Police or his designee regarding FOP business.

- B. It is understood that the FOP president's first duty is that of a Midwest City Police Officer and that interference with those duties should be minimized. The president or his designee may conduct FOP business for short periods of time during his/her normal duty shift so long as it does not interfere with police business. In the event that a designee is conducting FOP business, he/she shall obtain prior approval from his/her immediate supervisor.

In the event of absence of the president of the FOP for any period scheduled in excess of five (5) working days, the rights of the president under this article shall be extended to the first vice-president of the FOP, should the need arise. In the event of a change in the presidency of the FOP, the newly elected president shall receive no loss of pay.

- C. It shall, be the responsibility and right of the president of the FOP, or his designee, to communicate directly with any City Official or other employee, after proper notification of the Chief of Police, if deemed necessary to avoid potential grievances or other potential personnel problems.

SECTION 3.

- A. Scheduled Leave. Lodge #127 shall be granted a bank of 270 hours, effective July 1, for the purpose of conducting SCHEDULED Lodge business.

SCHEDULED meetings shall include, but are not limited to: preparation for or attending labor conferences, court action, arbitrations or PERB hearings. The FOP president shall ensure all hours used under this section are documented on a monthly report to the Chief of Police by the Administrative assistant and/or secretary.

In the event the bank of 270 hours of SCHEDULED union leave cited above is exhausted, the FOP president may have additional hours of union leave granted to him/her for scheduled arbitration, court or PERB hearings on an actual hour for hour basis while said hearings are conducted. Additional union leave hours may be granted at the discretion of the City Manager.

Executive Board officers and elected delegates shall be given primary consideration for granting of leave for attendance at local, state or national meetings.

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B. **Unscheduled Leave.** The FOP president shall be allowed up to five (5) hours per week to conduct unscheduled union business.

SECTION 4. The Employer shall permit five (5) members of the FOP bargaining team time off without loss of pay for the purpose of contract negotiation preparations, table negotiations with the Employer and debriefing following negotiation sessions. Said member shall have one (1) hour to return to work following the conclusion of the negotiating session. If the negotiation sessions are on a bargaining team member's normal off duty hours they shall receive straight time in the form of Compensatory time or Pay for the time that they are in preparations, table, and debriefing negotiations with the Employer. Negotiation sessions will be scheduled during a majority of the committee member's on duty time when possible.

SECTION 5. Upon written authorization from the employee, Employer agrees to deduct regular monthly FOP dues from the earned wages of FOP members.

The deductions shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer and/or the secretary of the FOP. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

All FOP members desiring dues deduction shall sign an authorization form provided by the FOP and approved by the Employer. The employee may withdraw any such authorization by providing written notice to the Employer and the FOP at least thirty (30) days prior to the effective date of withdrawal. Unless revoked in writing by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewed with the adoption of each new contract.

In the event the FOP should endorse an illegal job action as defined in Article 8 or if a court should determine the FOP had endorsed such an action, and then the Employer shall terminate the automatic dues deduction.

The Employer will provide the FOP treasurer with the monthly report showing the employee's name and the amount of deduction. The FOP will refund all deductions refundable at the time of termination or resignation.

The FOP shall pay the Employer a monthly service fee of 1% of the amount remitted to the FOP. Said amount shall be remitted within fifteen (15) calendar days after the deductions are made. In case an error or improper deduction is made by the Employer, a proper

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adjustment of same shall be made by the FOP with the employee affected.

The FOP shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise against the Employer on account of FOP error or negligence in furnishing information to the Employer upon which said dues deductions are based.

ARTICLE 8

STRIKES

SECTION 1. Employees shall have no right to engage in any work stoppage, slowdown or strike. "Strike" shall be defined in accordance with the state law as the concerted failure to report for duty and willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In applying the provisions of this article, all of the terms used herein shall be given the meaning commonly understood or as defined by statute. The FOP shall not be in breach of this Agreement here the acts or actions hereinbefore enumerated are not caused or authorized directly by the FOP.

SECTION 2. Upon notification confirmed in writing by the Employer to the FOP that certain of its members are engaging in a strike, the FOP shall immediately order such members in writing to return to work at once and shall provide the Employer with a copy of such an order, and a responsible official of the FOP shall publicly order its members to work. Such characterization of the "strike" by the Employer shall not establish the existence of a strike. Such notification by the FOP shall not constitute an admission by it that a strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall commence from the date which the employee is employed in the Midwest City Police Department; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Initial probationary period for the officers of the Midwest City Police Department shall be eighteen (18) months from the date of their employment.

SECTION 3. Seniority shall be determined as between two or more employees by highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the rank. As between two or more employees of the same rank who have the same length of service in said rank, seniority shall be determined by the earliest date of employment with the Midwest City Police Department, as a police officer.

As between two or more employees of the same rank with the same length of service in the same rank, and who were initially employed by the Midwest City Police Department on the same date, their seniority shall be determined by the date of their employment application with said City.

The rank structure in order of seniority is:

1. Major
2. Captain
3. Lieutenant
4. Sergeant
5. Police Officer

The rank structure above Police Officer is by promotion through the promotion system as specified in Article 30 with the first level of supervision beginning with the rank of Lieutenant.

In the event an officer is demoted, said officer shall be restored to the same seniority status held just prior to being promoted to the classification from which said officer was demoted.

SECTION 4. Seniority shall determine the priority of each employee in the following:

- A. Time when annual vacation is ~~granted~~ submitted to ExecuTime;
- B. Time when compensatory time is ~~granted~~ submitted to ExecuTime;
- C. Time when PTO Leave is ~~granted~~ submitted to ExecuTime.

Paid time off, compensatory time, and vacation leave may be scheduled ninety (90) days prior to the day or the dates requested.

Pre-approved leave (paid time off, compensatory time, and vacation leave) shall not be affected by seniority.

- D. Leave which has been requested at least thirty (30) days prior to the day requested off once approved shall be cancelled only by the Chief of Police.

SECTION 5. If, in the opinion of the Chief of Police, all other factors are equal, then seniority shall determine the priority of each employee in the following:

- A. Shift and duty assignments;
- B. Transfer;
- C. Assignment of days off;
- D. Layoffs and recalls, provided, however, the Employer may elect, based on the merit of employees of the same rank, to retain a less senior employee. If said election is made, the senior employee shall be notified in writing within ten (10) calendar days of the reasons therefore, have access to the grievance procedures set out in Article 10 of this Agreement and shall be recalled to duty / employment prior to hiring of new employees. It shall be a violation of this contract for the Employer to change the classification of an employee for the purpose of avoiding following the strict rule of seniority in determining layoffs and recalls.

Management may depart from the use of seniority due to "needs of the service." Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position, shall state in writing his reasons for departing there from. A copy of the supervisor's reasons shall be forwarded to the officer, lodge, president and the Chief of Police within seven (7) calendar days of the questioned assignment.

SECTION 6. A sixty (60) day notice shall be given to any employee who will be affected by a reduction in force prior to any reduction in force going into effect.

ARTICLE 10

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 1. The purpose of this procedure is to promote communication, encourage a thorough review of employee issues and to provide a just and equitable method, for the prompt resolution of the disputes without discrimination, coercion, or reprisal against any employee who submits a Grievance or Disciplinary Appeal.

The FOP, or any employee, may initiate a Grievance or Disciplinary Appeal within fifteen (15) calendar days of the act or action giving rise to the Grievance or Disciplinary Appeal including, but not limited to, written reprimands, and above, a recommendation of disciplinary action based on the allegation of misdeed or misconduct by the employee, or within fifteen (15) calendar days of the date knowledge is gained of said act or actions giving rise to the Grievance or Disciplinary Appeal. This shall not include oral

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counseling given to the employee, nor shall it include criminal investigations as outlined by Article, 11, Section 4.

It shall be the right of the employee to request a member of the/bargaining unit to be present and aid him in any discussion with supervision in which the employee feels disciplinary action may result (re: Weingarten). The employee retains the right of FOP representation throughout the Grievance or Disciplinary Appeal process.

Written Counseling Forms: All written counseling forms shall be afforded to the employee upon request, of any written matter requiring said employee's signature or initials. Entries made by supervisors that may affect an employee's performance evaluation shall be discussed with the affected employee and the officer's initials required at the earliest opportunity. If an event or matter has not been documented within fourteen days (14) of its occurrence or discovery, and the effected employee given notice, it shall not be documented. However, if at the conclusion of an investigation under article 11, it is determined the most suitable disciplinary action is a written counseling form that discretion will be afforded to the supervisor without regard to the 14 day time limit.

SECTION 2. A Grievance shall be defined as any controversy or dispute between the Employer and FOP or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, or concerning any of the terms or conditions of employment.

A Disciplinary Appeal shall be defined as the appeal of any disciplinary action the employee is subjected to. (Excluding counseling forms)

In all portions of the Grievance or Disciplinary Appeal procedure where the Employer is required to give notice to the Lodge or the Lodge president, the Employer shall also give notice to the employee's representative if someone other than the Lodge president.

SECTION 3. The Employee or the FOP shall initiate a Grievance or Disciplinary Appeal. A Grievance or Disciplinary Appeal shall be initiated by the Employee or the FOP. A grievance shall be deemed initiated when the employee or the FOP takes the appropriate step or those steps set out below and brings the matter to the attention of the appropriate supervisor in accordance with the following procedure.

In responding to a Grievance or Disciplinary Appeal the Supervisor/Chief of Police must notify the affected employee or his FOP representative. If the employee or his FOP representative is not available, the president or the vice-president of the FOP shall receive personal notice by telephone or in person of the availability of the written response to the Grievance or Disciplinary Appeal.

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Step 1. The employee or the FOP shall first fill out the accepted Grievance or Disciplinary Appeal Form, if an employee or the FOP is filing the Grievance, it shall be presented to the employee's supervisor that initiated the action being grieved. If the employee or the FOP is filing a Disciplinary Appeal it shall be presented to the Chief of Police. The Chief of Police or his designee will handle all Disciplinary Appeals. The employee or the FOP shall discuss a Grievance with the supervisor receiving the Grievance in an attempt to reach a satisfactory solution. The supervisor who was presented the Grievance should review their handling and recommendations of the situation with their immediate supervisor prior to making recommendations to the employee. The supervisor's decision shall be made in writing and given to the employee and a FOP representative and the FOP president within ten (10) calendar days of receiving the Grievance. The majority of Grievances should be resolved at this step.

Step 2. If the provisions of Step 1 do not settle the Grievance filed by an employee, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. If the provisions of Step 1 do not settle the grievance filed by the FOP, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the Chief of Police. If the grievance committee meets during a member's normal off duty hours they shall receive straight time in the form of Compensatory time or pay for the time they are in the meeting.

Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a Grievance exists as defined above.

Step 3. If the FOP Grievance Committee finds a Grievance does exist, and the said Grievance warrants further processing, the Committee will submit in writing within ten (10) calendar days, this Grievance to the next level of supervision within the chain of command. If the Grievance Committee does not find that a Grievance exists then the Grievance process will stop. This Grievance process may continue through the chain of command to the Chief of Police if the Grievance is not resolved. The same ten (10) calendar day requirement shall be in affect throughout each step of the Grievance process.

The employee and FOP representatives shall be granted reasonable duty time to prepare their Grievance or Disciplinary Appeal to the succeeding levels, in so far as this does not adversely impact the operation of the Department.

Step 4.

- A. The Chief of Police may respond to the Grievance or Disciplinary Appeal immediately or may first refer the matter to the Labor Management Review Board for fact finding and recommendation. The Labor Management Review Board shall follow the guidelines set up in Article 11 Section 5, with exception of Compositions.
- B. The Chief of Police shall respond to the employee and the FOP president, in writing, within ten (10) calendar days from the date he received the Grievance or Disciplinary Appeal.

Step 5. If the Grievance or Disciplinary Appeal is still unresolved after receipt of the answer from the Chief of Police, the Grievance or Disciplinary Appeal may be submitted to the City Manager within ten (10) calendar days from the date the Chief of Police's response is received by the employee. The City Manager shall review the Grievance or Disciplinary Appeal and issue his response to the Chief of Police, the FOP president and the employee within ten (10) calendar days.

At no time during this procedure will an employee be threatened with increased punishment or disciplinary action.

SECTION 4. If the Grievance or Disciplinary Appeal is unresolved after receipt of the answer from the City Manager, the FOP may request that the matter be submitted to impartial arbitration. This request shall be made in writing to the City Manager's answer to the Grievance or Disciplinary Appeal and the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request for arbitration shall be submitted to the City Manager's office within sixty (60) calendar days of receipt of the City Manager's response to the Grievance or Disciplinary Appeal.

- A. Within five (5) calendar days from the receipt of such panel, a representative of the FOP and the City shall meet and alternately strike names until one (1) arbitrator remains, whom shall be selected as the impartial arbitrator.
- B. The party requesting arbitration shall strike the first name. The arbitrator so selected shall call a hearing to be held within ten (10) calendar days after the date of his selection and shall give at least seven (7) calendar days notice, in writing, to the FOP and the City of the time and place of such hearing.
- C. The hearing shall be concluded within twenty (20) calendar days from the time of commencement. Within ten calendar

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(10) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing the findings and recommendations with respect to the issues presented. A copy of said opinion shall be mailed or otherwise delivered to the FOP and the City.

- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provision of this Agreement, or any supplements thereto or amendments thereof. This shall not preclude individual wage grievances.
- E. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relevant or pertinent to the issues presented to the arbitrator for determination.
- F. With respect to the interpretation, enforcement or application of the provisions' of this Agreement which do not relate to the statutory and Charter authority of the City Council and the City Manager, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- G. The cost of the arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

All time limits set forth in this article may be extended by mutual consent between the employee and the Chief of Police but, if not so extended, they must be strictly observed. If either party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided and the Grievance is at the level of Lieutenant, or FOP Grievance committee the Grievance shall immediately go to the level of the Chief of Police. If the Grievance or Disciplinary Appeal is at the level of Captain, Major, Assistant Chief, Chief of Police, or City Manager and a party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided, in case of the employee, he shall have no right to continue the Grievance or Disciplinary Appeal;

in the case of management, it will be deemed a response in favor of the employee's remedy.

It is specifically and expressly understood that filing a Grievance or Disciplinary Appeal under this article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the FOP or the Employer, to litigate or otherwise contest the last answer rendered under the procedures set forth in this article in any court or other appeal forum.

SECTION 5. The FOP president or his authorized representative may report an impending Grievance or Disciplinary Appeal to the Chief of Police in an effort to forestall its occurrence.

ARTICLE 11

POLICE OFFICER BILL OF RIGHTS

SECTION 1. POLICE OFFICER BILL OF RIGHTS

- A. The FOP acknowledges that the governmental administrators and Chief of Police of Midwest City have the right to establish reasonable rules and regulations for processing complaints against police officers and for disciplining police officers for cause.
- B. When existing rules and regulations or policy are changed, or new rules, regulations or policy are established, they shall be posted prominently on all department bulletin boards and furnished to each commander, who will be responsible for dissemination of written copies of the changes to each officer under his supervision. Memos which permanently alter or change Policy and Procedure, General Orders, or Regulations, shall be incorporated into those documents on a quarterly basis.
- C. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against police officers that he receives from any person.
- D. In order to properly delineate and protect the rights and responsibilities of members of the Midwest City Police Department with regard to disciplinary matters, the following provisions are hereby made a part of the rules and regulations of the Department.
- E. Whenever an officer is under investigation and is subject to interrogation by members of the department for any reason that could lead to disciplinary action, demotion or dismissal, such

investigation will be conducted in a professional manner as follows:

SECTION 2. COMPLAINTS

The procedures established herein shall be used when a complaint is registered against any employee of the Midwest City Police Department by anyone who makes allegations which, if true, would constitute an infraction of some policy, procedure, rule, regulation or law governing the personnel of the Midwest City Police Department.

Critical complaints shall be defined as any offense that, if proven, could result in a violation of local, state or federal laws or, if verified, would result in a demotion, any loss of pay or termination of employment.

All other complaints shall be defined as Non-Critical.

A. Receipt of Complaints

1. Any employee of the Midwest City Police Department receiving a complaint regarding employee actions shall immediately refer the complainant to a supervisory officer who shall immediately reduce the complaint to writing. The supervisory personnel then shall obtain the basic information if known (date, time, complainants name, address and telephone number, nature of complaint, name(s) of witnesses), and then immediately forward the complaint to the Chief's Office.
2. All complaints shall be made in writing, with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation, in order that he/she may be able to properly defend himself or herself.
3. Written complaint forms shall be available at all commanders' offices.
4. When a complaint is received at the Chief's office, it may be assigned to the Internal Affairs or sent to the respective employee's commander, at the discretion of the Chief of Police or his Designee.
5. If the complainant declines cooperation in any manner, or refuses to sign a formal complaint if asked, the supervisor's inquiry will be brief, if not ceased immediately, unless the allegation is one of a criminal nature or one defined as a critical complaint.

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6. Any investigation critical or non-critical shall be started and completed within thirty (30) days or sooner if possible from the act or its discovery, or ten (10) calendar days after the completion of criminal complaint/investigations (whichever is greater). This shall include written notification of proposed disciplinary action, which results from the investigation. Any form of disciplinary action which results in any loss of pay, demotion or termination, shall be reviewed and approved by the Chief of Police. Any and all discipline recommended shall be started at the conclusion of the grievance process as outlined in Article 10 if applicable. An extension may be granted, for critical complaints only, by the City Manager upon receipt of written justification, provided to all appropriate parties not to exceed an additional ten (10) working days.

B. Notice to Officer:

The accused officer shall be furnished a copy of the affidavit that contains the alleged wrongdoing and the full name of the complainant, before the accused officer is interviewed or disciplined. This notice requirement shall not prohibit the conducting of an independent investigation by the Chief, or his designee, prior to notice provided, however, this independent investigation shall cease immediately upon the determination of the substance. After notice, the accused officer may elect to postpone any interview for a mutually agreeable reasonable time.

C. Investigation of Complaints:

1. An investigation shall begin immediately upon receipt of a complaint at any supervisory level, as assigned by the Chief's office.
2. Investigation of telephone and anonymous complaints shall be made only at the direction of the Chief of Police, and then only if the allegation is of a criminal nature or if the allegation is a critical complaint by definition.
3. Any written or recorded statement made by the complainant to an investigating officer shall be made available to the complainant, affected officer

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or FOP upon request by the complainant, affected officer or FOP.

4. The employee under investigation cannot discuss the subject matter of the inquiry with anyone other than the employee's labor representative and attorney during the investigation. The complainant must not be contacted under any circumstance during the investigation.
5. The officer in charge of the investigation will, if warranted in his judgment, ask the complainant to take a polygraph test administered by a qualified operator. The investigator will also inform the complainant that he may be asked to appear at a board of inquiry for the purpose of giving testimony regarding his complaint.

D. Withdrawal of Complaint:

If a complainant expresses the desire to withdraw his/her complaint and has no desire to pursue the complaint further, he/she will be requested to sign a "Complaint Waiver Form" so that the case can be closed. Internal Affairs will take complaint waivers they receive to the Chief's office; supervisors will forward complaint waivers they receive through the chain of command.

SECTION 3. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

- A. Whenever a law enforcement officer is under investigation and is being interviewed by members of his agency, for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:
1. The interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
 2. The interview shall take place either at the office of the commander of the investigating officer, or at the office of the Internal Affairs Unit or Police Unit in which the incident allegedly occurred, as designated by the investigating officer.
 3. The officer under investigation shall be informed of the rank, name and command of the officer in charge of .the

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investigation, the interviewing officer and all persons present during the interview. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time.

4. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
5. The law enforcement officer being interviewed shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
6. During internal affairs and critical complaint investigations, the interview of the law enforcement officer who is the subject of Complaint, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.

B. No officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of his rights.

SECTION 4. CRIMINAL INVESTIGATION:

If an officer is arrested, or likely to be arrested, or is a suspect in any criminal investigation, he/she shall be afforded the same constitutional rights as are accorded a civilian including, but not limited to, the right to remain silent, the right to counsel, and shall be notified of these rights before any questioning commences. Nothing in this provision shall prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charge.

CIVIL SUITS:

Police officers named as defendants in any civil lawsuit for actions taken while performing in an official capacity as a police officer for the City of Midwest City Police Department have the same rights accorded any litigant in a civil suit. The Employer recognizes its responsibility pursuant to Title 51' Oklahoma Statutes, Section 151 et seq., as amended, to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirement.

SECTION 5. INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

A. The purpose of this Section is to establish an Internal Board of Inquiry and Recommendation designed to inquire into or investigate all allegations of misconduct by officers presented to it.

B. THE INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

1. The Chief of Police shall have available to him an Internal Board of Inquiry and Recommendation that will inquire into or review all allegations of misconduct presented to it by the Chief of Police. The Chief of Police shall confer with the Human Resources Director as to appropriateness of utilization of such Board on matters that could involve demotion, suspension without pay or termination and will mutually agree as to whether or not to utilize such Board.
2. Following such inquiry, it shall then make recommendations on its determination to the Chief of Police.
3. The Board, as indicated, is comprised of two areas of responsibility, one of inquiry and one of recommendation; thus, the inquiry may be extended to matters of policies and procedure for which a need may be indicated by the initial incident inquiry.
4. Composition:
 - (a) The Board of Inquiry will be chaired by an officer appointed by the Chief of Police, with the hearing being conducted informally.
 - (b) The Board of Inquiry will be comprised of five (5) officers. These officers will be selected by a random drawing process. The officer before the Board will accomplish the drawing in one of the following manners according to his grade.

Examples:

- 1) If an incident involving a Patrol Officer/Sergeant is being reviewed, the make-up of the Board will be four (4) Lieutenants, and one (1) Captain.

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2) If an incident involving a Lieutenant is being reviewed, three (3) Lieutenants, one (1) Captain and one (1) Major.

3) The officer before the Board may challenge and have removed from the Board one member and replace that member with one of equal grade of his choosing.

(c) In no event will there be a member of the Board of lower rank than the subject officer.

(d) Any action involving a Captain or above will be handled personally by the Chief of Police.

(e) Persons who were directly involved in the incident or in the investigation of that incident being brought to the Board will not be selected to serve on the Board.

(f) The selection process will be completed prior to the FOP selecting a member of the Police Department to witness the proceedings.

5. Procedure:

(a) Internal Affairs will present the case to the Board.

(b) The subject Officer is privileged to participate in the hearing or remain silent; however, he/she may be compelled to, answer questions from the Board.

(c) The officer before the Board is permitted, in fact urged, to be represented and aided by another officer of the department. The officer may choose anyone he/she wishes to represent the officer, up to and including Major.

(d) By mutual consent, the proceedings may be recorded, and either party may request a copy of the tape at their own expense.

(e) Rules of evidence shall not apply to the proceedings.

(f) The Board may accept investigative reports as full and fair statements of facts unless the officer presents contrary evidence.

(g) The scope of the inquiry shall address specifically, directly and narrowly the allegation before the Board.

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- (h) The proceeding of the Board shall be maintained in confidence until the close of the inquiry and results given the Chief of Police to the subject officer.
- (i) No evidence, presented by the Internal Affairs office shall be reproduced or any way copied by any member of the Board.
- (j) The only other persons permitted at the hearings include an aide to the Chief of Police, the City Manager or his designee, a member of the Police Department selected by the legal bargaining agent and one member of the Oklahoma Bar Association. These persons may only act as observers and will not participate in any way in the hearing.
- (k) The Chairman of the Board, will to a large measure determine its success; his position, therefore, will be one of impartiality and objectivity so that he will not influence the Board except in the maintenance of decorum, dignity and control of conduct.
 - (l) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

6. The Board of Inquiry becomes an independent Board of Recommendation at this point:

- (a) The five-officer Board will then be chaired by the senior officer of the highest rank.
- (b) Each member shall participate fully in the deliberations.
- (c) At the conclusion of its deliberation, if the Board has found a basis for the complaint on a preponderance of evidence, it will call the Chief of Police, the immediate supervisor of the subject officer and the subject officer and his/her representative (if the employee so chooses). If the Board has found no basis for the complaint, it shall move immediately to Step f. below.
- (d) It will then ask for a general statement from the immediate supervisor on the work record and reputation of the subject officer and a specific

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recommendation of disciplinary action if he wishes to make one. The HR department should then give the Board the personnel record file of the subject officer for review. Red Books, supervisor diaries or their electronic equivalents for the current performance evaluation period shall be reviewed.

- (e) At this time, the Chief of Police, the immediate supervisor and the subject officer will again leave the Board so that it may determine its recommendation.
- (f) A recommendation will be made by the directly to the Chief of Police by memorandum.
- (g) While the Chief may accept, modify or reject the recommendation, it should be the basis for his final decision. In the event the Chief of Police does not follow the recommendation of the Board, he shall state his specific reasons therefore in writing to the subject employee.
- (h) With the concurrence of the Chief of Police, the Board may be expected to continue its deliberations and inquiry into matters of policy and procedure which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 7.

COMMUNICATIONS

1. Communications, or requests made in writing directed through the chain of command, shall receive a response in writing.
2. Acknowledgment to a written communication or request shall be made within fifteen (15) calendar days of it being placed into the chain of command.

ARTICLE 12

HOLIDAY PAY

SECTION 1

All employees covered by this Agreement shall be entitled to one hundred hours off per contract year for which they shall receive pay at their regular rate and which are available to all employees July 1 of each year,

SECTION 2. A maximum of seventy hours (70) of holiday pay not utilized by the employee during the contract year prior to the last day of the last pay period ending in June shall be paid for by the Employer at a rate of straight time for hours not used. This payment shall be in addition to the employee's regular pay, with payment being made with the first payroll check in July.

SECTION 3. Holiday pay may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment, for any reason, the employee shall receive pay at his/her regular hourly rate of pay. The employee shall be paid for his /her unused holiday pay at a rate of 3.85 hours per pay periods from July 1st. Any time over twenty pay periods of service shall result in full payment of unused holiday pay. If the employee has used more holiday pay than earned by the probation, his/her final check will be adjusted by his/her current rate of pay.

SECTION 5. All employees with accumulated holidays as of July 1, 1980 shall retain said holidays until they are used or compensated for at separation from City employment.

ARTICLE 13

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

<u>Length of Service</u>	<u>Leave Accrued</u>
12 - 59 months	4.2 hours per pay period
60 - 119 months	5.1 hours per pay period
120-179 months	6.0 hours per pay period
180-239 months	7.0 hours per pay period
240 or more months	7.85 hours per pay period

SECTION 2. Vacation leave may be accumulated up to a maximum of two hundred sixteen (216) hours. At the end of the calendar year, all approved accumulated leave in excess of 216 hours shall be paid at the rate of straight pay, with payment being made on the second payday in January.

SECTION 3. No more than a total of twelve (12) days vacation and personal leave shall be taken in succession without the prior approval of the Chief of Police. Vacation leave may be utilized in no less than one quarter ¼ (.25) hour increments.

SECTION 4. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued vacation leave hours.

ARTICLE 14

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to accrue twelve (12) days sick leave per year. Employees shall accrue 4.6 hours sick leave per pay period.

SECTION 2. Sick leave may be accumulated up to a maximum of eleven hundred hours (1100). Pay for accumulated hours over the maximum amounts shall be computed at the rate of one hour's pay for every two (2) hours accumulated. Pay shall be figured at the end of the calendar year and payment shall be made on the second payday in January

SECTION 3. Permanent employees are the only employees eligible to take sick leave with pay. Sick leave shall be granted for the following reasons: personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health regulations, medical and dental appointments (not to exceed four (4) hours each) and an illness of a member of the employee's household that requires the employee's personal care or attention.

SECTION 4. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevents him/her from performing the duties of his/her position. A statement for sickness may be required for less than three (3) days at the discretion of the Chief of Police.

SECTION 5. Upon termination of employment with less than ten (10) years continuous municipal employment, no payment shall be made to the terminating employee for unused sick leave. Upon termination of employment after ten (10) years of continuous municipal employment for any reason, the terminating employee shall receive payment for all accrued sick leave. All hours of accrued sick leave shall be paid at fifty percent (50%) of the employee's regular hourly rate of pay. One hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

SECTION 6. Sick Leave Saving Incentive.

A. Employees who use three (3) shifts or fewer per calendar year shall receive incentive pay in the following manner: For the purpose of calculation, shifts shall be used in hours according to employees work schedule.

Eight (8) hour employees:

- 0 Hours sick leave used \$900
- 1-8 hours sick leave used \$500
- 9-16 hours sick leave used \$300

Ten (10) hour employees:

- 0 Hours sick leave used \$900
- 1-10 hours sick leave used \$500
- 11-20 hours sick leave used \$300

Pay for sick leave savings will be figured at the end of the calendar year at the pay rate of straight hourly pay and shall be paid on the second payday in January. An employee who receives an off duty injury may be granted light duty status. Although he is assigned to light duty work status, the first one (1) through four (4), days of that assignment shall be counted as sick leave in computing his/her sick leave incentive pay. The employee shall not be required to use his/her sick leave for this deduction to occur during his/her light duty work assignment (injured off duty). This shall not change the manner in which on duty injuries are handled.

ARTICLE 15

INJURY LEAVE

SECTION 1. An officer injured on the job shall continue to receive his/her regular rate of pay during absence from work not to exceed six (6) calendar months from the date of injury; provided, however, after the first ninety (90) days, a physician's statement verifying the officer's inability to perform assigned duties shall be required at thirty (30) day intervals to carry said officer on paid injury leave. The officer shall not make any type of pay back concerning his/her regular pay received while absent from work.

SECTION 2. If, during the six months of injury leave, it is determined by the Police Pension and Retirement Board, based on medical evidence, that the injured officer should be medically retired, and he/she is so retired, then the injury leave shall cease.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with pursuant to Title 85 and Title 11, Oklahoma Statutes, et seq., as amended, Oklahoma Police Officers Pension and Retirement Systems, additions and amendments.

ARTICLE 16

CHILD BIRTH LEAVE

SECTION 1. The Family Medical Leave Act shall be followed by the employees and the Employer.

SECTION 2. An employee on child birth leave shall notify the Chief of Police thirty (30) days in advance of the date he/she intends to return to work.

SECTION 3. Approved childbirth leave shall not constitute a break in service. The employee shall not lose seniority or accrued benefits while on birthing leave, but accrual of additional benefits shall not be permitted during that period. Time spent on birthing leave without pay shall not be used in computing longevity or time-in-step for merit increases. At the expiration of birthing leave, the employee shall be returned to the next available position of the same class and grade.

SECTION 4. The Employer shall comply with the Pregnancy Discrimination Act and shall not treat leave due to pregnancy any differently than other types of medical leave.

ARTICLE 17

EMERGENCY LEAVE

SECTION 1. Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Chief of Police; an unscheduled hospitalization of a member of the employees immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's immediate family which requires for immediate action; or the death of a member of the employee's immediate family (parents, grandparents, grandchildren, sons, daughters, brothers, sisters, spouses, father-in-law, mother-in-law, dependent members of the employee's immediate family and, in case of where the employee was raised by persons other than natural parents, those persons who acted in the capacity of the natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family in Section I above, emergency leave may be granted, subject to the limitations noted herein.

SECTION 3. The maximum number of working days allowed per year is seven (7).

SECTION 4. Additional emergency leave may be granted at the discretion of the City Manager.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section 1 above, an employee may be granted one shift of emergency leave with pay. Definition of family in this section shall be all relatives once removed from the employee's immediate family.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

- A. Eligibility. Any represented officer who leaves the Employer's service for military duty shall be placed on military leave without pay.
- B. A represented officer going on military leave may use, freeze, or be paid in full all of his/her accrued Vacation Leave, Personal Time Off, Compensatory Time at the employees discretion. If frozen, all leave will be restored to the represented officer upon return from active military leave.
- C. A represented officer's sick leave shall be frozen or paid as appropriate under Article 14 of the CBA while he/she is on military leave. When the represented officer returns to the employer's service, he/she shall have his/her sick leave restored.

The employer and all represented officers will comply with all federal and state laws as they pertain to military service and use of military leave.

SECTION 2. Military leave for National Guard or Reserve training

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shall be governed by the following provisions:

- A. All represented officers who are members of a reserve component of the Armed Forces or the National Guard shall be entitled to military leave for the purpose of annual camp and regular drills without the loss of base pay during the first thirty (30) calendar days of such leave of absence during any federal fiscal year (October 1-September 30). However, the represented officer will not be entitled to any pay other than base pay, such as car allowance, while on military leave.
- B. In the event that the military training for which military leave is requested is optional and the represented officer volunteered for such school, training or duty, all such military leave will be without pay; however, the represented officer may be permitted to schedule vacation for such purpose at the discretion of the Chief of Police.
- C. The represented officer shall present the Chief of Police a copy of his/her orders to report for annual active duty training a minimum of ten (10) working days prior to departure on leave (or as soon as known). The represented officer shall also provide the Chief of Police with notice of his/her drill schedule within ten (10) working days of receipt of the schedule.
- D. A represented officer who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty as a result of a state or national emergency is entitled to leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his/her being ordered to active duty is because of (a) his/her own request or (b) a failure to fulfill the contractual obligation to the Armed Service.

ARTICLE 19

HOURS OF WORK

SECTION 1. The standard work period shall be 28 days in length comprised of eight (8) or ten (10) hour shifts. In the event an employee's shift schedule is changed, the existing mathematical ratio of duty days on shall be adjusted in regard to shifts off within 30 days of undertaking the new duty schedule.

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The standard work period for eight-hour employees shall be 28 days in length composed of eight (8) hour shifts with five (5) consecutive days on duty and two (2) consecutive days off duty. The existing two (2) rotating shifts system in effect on the date of this Agreement shall be maintained.

The standard work period for investigations employees shall be 28 days in length composed of ten (10) hour shifts with four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the two Investigation Bureau shifts of operation. It is agreed that the two shifts shall begin no earlier than 0700 hours and end no later than 2200 hours. An exception to these hours of work may be necessary to address specific crime problems as identified by Police Department Management. These changes in the hours of work shall not exceed fourteen calendar days at a time.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the Traffic Enforcement shifts, comprised of the four Motorcycle Officers. A Ten (10) hour shift system shall be maintained for the Traffic Enforcement shifts, eight (8) consecutive days on duty followed by six (6) consecutive days off duty.

Field Operations Bureau shall maintain the ten (10) hour shift system comprised of three (3) shifts, with eight (8) consecutive days on duty, followed by six (6) consecutive days off duty. The hours of each shift shall be posted during the shift bid cycle.

A "Shift - Bidding" program will go into effect at the time of this Agreement for the Field Operations Bureau. With the following categories and ranks being separated into categories

1. Field Training Officers
2. Sergeants and Patrol Officers
3. SWAT team members

If an officer is listed in more than one of the special categories of Field Training Officers, Motor Officers or SWAT team members, his/her choice shall be subject to the following priority of categories.

Priority I: Field Training Officers
Priority II: SWAT Team Members

EXAMPLE:

An officer is a Field Training Officer and a SWAT team member and he/she bids Shift I in both categories. Three other field officers are senior to this officer, but he/she is the most senior officer on the

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SWAT team. The officer would not be awarded his/her first choice because the category of Field Training Officers is a higher priority category.

Each officer within a category will submit a bid in writing, indicating his/her three (3) choices of shifts he/she wishes to be assigned to for the bidding cycle; the first choice being the shift most desired and the third choice being the least desired.

The cycle will be for one (1) year and the shifts assigned will be determined by seniority in the category the officer is in. Depending on the officer's seniority and the shifts requested by the officer, the officer will be assigned to his/her first choice unless that shift is already filled with officers with more seniority. At that time, the officer will be assigned to his/her second choice unless it is also filled with officers with more seniority. The third choice of the officer will then be assigned, unless it is also filled with officers with more seniority.

The District assignments and days off assigned to them for the coming Shift Bidding year shall be posted no later than the first day of November each year.

The written bid will be turned in to the Field Operations Commander between November 1 and November 30 of each year and the shift cycle will commence on January 1 of each year. The only shift transfers other than outlined in the bidding process will occur upon promotion (Seniority Article shall apply), agreements between two (2) officers of the same category to trade shifts, vacancies upon shifts that are posted and bids will be taken by seniority, and temporary shift shortages, or short term special projects requiring additional manpower. Any officer not submitting a bid within the dates outlined above, without special permission, will be assigned to the shift with vacancies after all other officers are assigned. Any other transfers (reassignments) will be from disciplinary action and subject to Article 10 of this Agreement.

The Chief of Police may, under Article 5 Management Rights, assign officers to other shifts or special assignments for a period not to exceed four (4) months appointment. At the conclusion of such time the affected officer shall return to his/her normal shift assignment as bid under the provisions stated above. By mutual agreement of the affected officer and the Chief of Police, the time period may be extended to, but not exceed, eighteen (18) months appointment.

An assignment to the Investigations Division as an Investigator shall be for a minimum of twenty four (24) months with no maximum time assigned. By mutual agreement of the affected officer and the Chief

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of Police, the minimum time period may be changed to less than twenty four (24) months.

The "shift bidding" process will not affect the assignment of probationary police officers to such shift(s) as the Chief deems appropriate for training purposes. Upon successful completion of their entry-level probation period, such officers shall be required to bid on shift assignments on the basis of seniority in the manner stated above.

SECTION 2. Employees required to perform duties in association with their position outside their normal shift shall, at their option, be paid or receive compensatory time.

- A. If payment is received, the employee shall receive pay at one and one-half his/her total hourly rate for each hour worked outside his/her normal shift. The total hourly rate of pay shall include the regular rate of pay and shift differential plus Longevity pay if the shift differential or longevity pay is received on a regular basis.
- B. If compensatory time is received, the employee shall be credited with one and one-half hours compensatory time for each hour worked outside his/her normal shift.
- C. Employees required by the Employer to receive training outside their regular work period shall be paid their regular rate of pay. The Chief of Police or his designee may adjust an officer's regular work period within the officer's work cycle to accommodate the receiving of training. Represented officers required to attend training during their regular work cycle shall be provided with ten (10) hours off duty with pay immediately prior to each day of class or training.

Employees who are instructing outside of their regular work period shall be allowed to choose between being paid at a rate of one and one half hours for each hour worked, or receiving compensatory time at a rate of one and one half hour for every hour worked.

SECTION 3. Employees who are called back to duty during their normal off duty hours shall receive a minimum of three (3) hours compensatory time or three (3) hours pay, at their option. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officers' regular shift shall be paid at the rate of

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one and one half hour for every hour. This section does not apply to any litigant who names the city as a defendant or any one subpoenaed by the plaintiff.

- A. "Court Time Compensation" Employees who are called back to duty during their normal off duty hours, to attend Department of Public Safety Hearings, which shall include Phone Hearings, Municipal, District and Federal Court, shall receive a minimum of three (3) hours compensatory time or pay, at time and one-half for all court appearances in which they are subpoenaed and appear. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officer's regular shift shall be paid at the rate of one and one half hour for every hour.

Employees whose call back is canceled prior to them reporting for work will only receive one (1) hour compensatory time or pay.

SECTION 4. Compensatory time shall be taken at such time so as not to impede the operation of the department as determined by the chief of Police. Overtime shall be approved in accordance with departmental policy. Employees shall be allowed to accumulate eighty (80) hours of compensatory time. Over eighty (80) hours will result in automatic cash payment for overtime worked.

- A. **SIU Employees.** Employees assigned to Special Investigations Unit (SIU) and School Resource Officers (SRO), and Community Action Officers (CAO) shall be allowed to accumulate four hundred (400) hours of compensatory time while assigned to SIU or School Resource duties. Compensatory hours above four hundred (400) hours will result in automatic cash payment for overtime hours worked. Employees who transition from any of these assignments shall have their accumulated compensatory time placed into their compensatory bank. Employees transferring from any of these assignments shall have half of the accumulated compensatory bank transferred as use or lose time within one (1) year from date of transfer.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred from any of these assignments (see Section 4

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this article). The employee shall keep the remaining time until the employee uses it or terminates. Any new compensatory time earned once transferred from any of these assignments shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

- B. Employees assigned to Criminal Investigations shall be allowed to accumulate eighty (80) hours of compensatory time while assigned to the division. Compensatory hours above eighty (80) hours will result in automatic cash payment for overtime hours worked. Employees who transition from their respective division shall have their accumulated compensatory time placed into their compensatory bank.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred (see Section 4 of this article.) The employee shall keep the time until the employee uses it or terminates. Any new compensatory time earned once transferred shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

SECTION 5. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued compensatory hours.

SECTION 6. The Employer agrees that officers shall not be required to perform duties normally performed by other municipal departments except in an emergency situation or where danger to life, health or property exists. The determination of these situations shall be made by the City Manager and/or anyone properly acting in his capacity.

ARTICLE 20

WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a 2.5% across the board increase to the pay scale COLA ~~additionally \$1400.00 will be shifted from Article 34 Uniform Allowance to the pay scale by adding \$1400.00 to each step of each rank the City has also agreed to add another \$275.00 to each step of each rank increasing the base salary in each step of all ranks by \$1675.00~~ for fiscal year 20178/2018~~9~~ which will be effective July 01,

2017~~8~~ as reflected in Addendum A.

For the second year of this agreement the total Fund 020 revenues minus other income (such as insurance recoveries, internal budget transfers, grant funds etc.) must exceed original 2018-2019 Fund 020 budget by at least 3% on July 15, 2019; employees covered under the bargaining agreement shall receive a 2.25% across the board increase to the pay scale for FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(1); or if

The original 2018-2019 Fund 020 budget is exceeded by 3.5% on July 15 2019; employees covered under this agreement shall receive a 2.5% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(2); or if

The original 2018-2019 Fund 020 budget is exceeded by 4.25% on July 15 2019; employees covered under this agreement shall receive a 3.0% across the board increase to the pay scale for the FY 2019/2020 effective July 1, 2019 as reflected on Addendum A(3).

Should this **not** occur, both parties will move to begin negotiations in order to come to an agreement and the 120 day statutory notification requirement is waived. It is understood compensation is the only subject that will be open to negotiations should the above described event occur.

ARTICLE 21

SPECIAL ASSIGNMENT/HAZARDOUS DUTY/ MOTORCYCLE OFFICER/FIELD TRAINING OFFICER/ K-9 (CANINE) HANDLER

SECTION 1. Special Assignment is defined as any of the following positions: Detective, Special Investigations, Community Action Officer, School Resource Officer, and Explorer Post Advisor, SWAT, Motor Officers. Officers assigned duty that is managed outside of this department (e.g. FBI, Violent Crimes Task Force).

1. Officers assigned as Detective shall have reached the rank of Sergeant prior to being assigned.
2. Hazardous Duty Assignment is defined as any of the following positions: Special Weapons and Tactics Team Officers and officers assigned to the "Bomb Squad."

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Selection process for above Special Assignments and Hazardous Assignments to be designed by management to meet the needs of management.

At the time of posting of the opening in a Special or Hazardous Assignment, the minimum duration of assignment shall also be posted and the successful applicant shall be guaranteed the posted duration of assignment unless the employee voluntarily withdraws from the assignment or the employee is removed for the unwillingness or inability to perform duties assigned after appropriate counseling, training and developmental measures have been exhausted.

It is understood and agreed that this article does not preclude management from specially assigning an employee of a higher rank than Sergeant position; however, in the event management elects to specially assign an employee of higher rank than Sergeant, that employee shall not lose any seniority status, benefits or monies for the duration of the assignment and shall be returned to the position formerly held prior to the special assignment.

- A. Officers who are assigned as Field Training Officers (FTO) shall receive additional pay in the amount of ~~forty~~fifty dollars (\$450.00) per shift in which an FTO has a Police Officer, or a Probationary Police Officer assigned to him/her for more than one-half (1/2) of the regularly scheduled shift.
 - 1. Field Training Officers shall be selected from the rank of Sergeant.
 - 2. Only certified Field Training Officers (FTO) selected in a process designed by management to meet the needs of management shall conduct Field Training Officer duties. Assignment of probationary officers shall be done on a rotating basis with the intent being that each FTO shall receive an equal number of training assignments.

- C. Effective October 24, 2007 employees assigned the task of being a K-9 (Canine) Handler, who cares for, houses and is responsible for handling a Midwest City Police Canine (to include bomb dog, patrol dog and drug dog) shall receive 30 minutes (time off), during each shift worked, for their off-duty care and handling of the dog(s) assigned to them. This time off shall occur the first or the last 30 minutes of the shift, as determined by management. In the event the handler is not allowed the time off the will receive 30 minutes of compensatory time figured at straight time.

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1. K-9 (Canine) Handlers shall receive compensation in the form of 60 minutes compensatory time for the off-duty care and handling of the dog(s) assigned to them which occurs on days that the handler does not work a shift. The rate of compensation shall be figured at straight time.
2. K-9 Handlers shall receive compensation in the form of compensatory time for veterinary appointments for their assigned dog(s) which occur outside of the handler's normal shift. The rate of compensation shall be figured at straight time for every hour spent going to and from the veterinarian's office and the time spent at the office. Handlers shall be required to notify the K-9 Supervisor as soon as possible after an emergency visit, and prior to routine veterinarian appointments.
3. K-9 (Canine) Handlers shall be allowed to accumulate compensatory time earned by the off duty care of their assigned dog (s). This bank shall be separate from the compensatory time bank found in Article 19, Section 2 through Section 4.
4. A total of eighty (80) hours of compensatory time earned by the off duty care of their assigned dog(s) shall be carried over into a new contract year. Time in excess of the eighty (80) hour bank shall be paid to the handler at the end of the contract year. At a rate of one hours pay for one hour of compensatory time.

Upon Termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all compensatory time earned by the off duty care of the assigned dog(s).

5. K-9 (Canine) Handlers required to perform duties in association with their position outside their normal shift, other than care for the dog(s), shall be compensated in accordance with Article 19.

ARTICLE 22

ACTING OUT OF HIGHER CLASSIFICATION

Section 1. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position

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or rank above that which he normally holds for thirty-one (31) consecutive days, in conformance with departmental policies and retroactive to and including the first day, shall be paid at the rate for that position or rank while so acting. No payment shall be made if service is voluntarily broken for more than two (2) days (shifts) during the 31-day period. Sick leave, emergency leave or previously scheduled holiday pay (leave) shall not constitute broken service.

SECTION 2. The Employer agrees that employees who act out of higher classification shall be compensated at the rate of pay they would receive were they permanently promoted to the higher classification.

ARTICLE 23

TRAVEL EXPENSES

SECTION 1. When an employee is required to furnish his/her own transportation to conduct City business, the employee shall be reimbursed the same rate as city policy for each mile as determined by the most direct route.

SECTION 2. Employees shall be reimbursed for all parking fees at actual cost.

ARTICLE 24

PENSION CONTRIBUTION

SECTION 1. The City of Midwest City and all eligible commissioned officers shall continue to participate in the State Police Pension and Retirement System pursuant to Title 11, Oklahoma Statutes, Section 50-101, et seq., as amended.

SECTION 2. The employee shall contribute to the pension fund an amount equal to eight percent (8%) of his/her regular pay plus pay (8%) of his/her longevity pay.

SECTION 3. The Employer shall contribute to the pension fund an amount equal to thirteen percent (13%) of the employee's regular pay plus thirteen percent (13%) of the employee's longevity pay.

ARTICLE 25

LONGEVITY

SECTION 1. All employees covered by this CBA shall be eligible for Longevity benefits according to the following schedule effective July 1, 2018 the Longevity benefit will start at five (5) years of service; effective July 1, 2019 the Longevity benefit will begin on the fourth (4) year of service:

	Years of Service	Annual Longevity pay	Payday Longevity pay	Hourly Longevity pay
\$100.00	6	\$ 600.00	\$23.08	\$0.29
\$100.00	7	\$ 700.00	\$26.92	\$0.34
\$100.00	8	\$ 800.00	\$30.77	\$0.38
\$100.00	9	\$ 900.00	\$34.62	\$0.43
\$100.00	10	\$1,000.00	\$38.46	\$0.48
\$100.00	11	\$1,100.00	\$42.31	\$0.53
\$100.00	12	\$1,200.00	\$46.15	\$0.58
\$100.00	13	\$1,300.00	\$50.00	\$0.63
\$100.00	14	\$1,400.00	\$53.85	\$0.67
\$100.00	15	\$1,500.00	\$57.69	\$0.72
\$100.00	16	\$1,600.00	\$61.54	\$0.77
\$100.00	17	\$1,700.00	\$65.38	\$0.82
\$100.00	18	\$1,800.00	\$69.23	\$0.87
\$100.00	19	\$1,900.00	\$73.08	\$0.91
\$100.00	20	\$2,000.00	\$76.92	\$0.96
\$100.00	21	\$2,100.00	\$78.77	\$1.01
\$100.00	22	\$2,200.00	\$84.62	\$1.06
\$100.00	23	\$2,300.00	\$88.46	\$1.11
\$100.00	24	\$2,400.00	\$92.31	\$1.15
\$100.00	25	\$2,500.00	\$96.15	\$1.20
\$100.00	26	\$2,600.00	\$100.00	\$1.25
\$100.00	27	\$2,700.00	\$103.84	\$1.30
\$100.00	28	\$2,800.00	\$107.69	\$1.35
\$100.00	29	\$2,900.00	\$111.54	\$1.39
\$100.00	30	\$3,000.00	\$115.38	\$1.44

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	<u>Years of Service</u>	<u>Annual Longevity</u>	<u>Payday Longevity Pay</u>	<u>Hourly Logevity Pay</u>
\$125.00	<u>4</u>	<u>\$500.00</u>	<u>\$19.23</u>	<u>\$0.24</u>
\$125.00	5	\$625.00	\$24.04	\$0.30
\$125.00	6	\$750.00	\$28.85	\$0.36
\$125.00	7	\$875.00	\$33.65	\$0.42
\$125.00	8	\$1,000.00	\$38.46	\$0.48
\$125.00	9	\$1,125.00	\$43.27	\$0.54
\$125.00	10	\$1,250.00	\$48.08	\$0.60
\$125.00	11	\$1,375.00	\$52.88	\$0.66
\$125.00	12	\$1,500.00	\$57.69	\$0.72
\$125.00	13	\$1,625.00	\$62.50	\$0.78
\$125.00	14	\$1,750.00	\$67.31	\$0.84
\$125.00	15	\$1,875.00	\$72.12	\$0.90
\$125.00	16	\$2,000.00	\$76.92	\$0.96
\$125.00	17	\$2,125.00	\$81.73	\$1.02
\$125.00	18	\$2,250.00	\$86.54	\$1.08
\$125.00	19	\$2,375.00	\$91.35	\$1.14
\$125.00	20	\$2,500.00	\$96.15	\$1.20
\$125.00	21	\$2,625.00	\$100.96	\$1.26
\$125.00	22	\$2,750.00	\$105.77	\$1.32
\$125.00	23	\$2,875.00	\$110.58	\$1.38
\$125.00	24	\$3,000.00	\$115.38	\$1.44
\$125.00	25	\$3,125.00	\$120.19	\$1.50
\$125.00	26	\$3,250.00	\$125.00	\$1.56
\$125.00	27	\$3,375.00	\$129.81	\$1.62
\$125.00	28	\$3,500.00	\$134.62	\$1.68
\$125.00	29	\$3,625.00	\$139.42	\$1.74
\$125.00	30	\$3,750.00	\$144.23	\$1.80

SECTION 2. This payment will be in addition to an employee's base pay.

SECTION 3. Whenever an employee is eligible for the next level of longevity, the higher level pay will begin and will be in conjunction with the date of hire with the City of Midwest City.

SECTION 4. Longevity does not go into effect until the beginning of the fifth (5th) year of service effective July 1, 2018 and on the ~~sixth~~ fourth (4th) year of service effective July 1, 2019 as an officer and the maximum that can be received is at Thirty years of service as an officer. Longevity is calculated by taking \$100.00 a year times the years of service and will be figured hourly and paid per pay period.

ARTICLE 26

RESIDENCY REQUIREMENTS

SECTION 1. Pursuant to Title 11, Oklahoma Statutes, Section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, police officers are not required to reside within the city limits of Midwest City.

SECTION 2. Since members of the bargaining unit are not required by Title 11, Oklahoma Statutes, section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, members of the bargaining unit shall maintain a current active cell phone and/or land line number for recall purposes. All such employees will be required to insure the Chief's secretary / administrative assistant has updated numbers. These numbers will be kept in confidence and with established policy.

ARTICLE 27

GROUP HEALTH BENEFITS

SECTION 1. The Employer agrees to provide health, dental, vision and hearing benefits coverage for employees.

SECTION 2. The employees covered by this Agreement and enrolled in the Health Plan **Preferred Network** shall pay \$42.18 premium per pay period for the employee's health benefit and \$172.75 for their dependent spouse, or \$147.99 for their dependent child(ren), or \$196.66 for all dependents within the employees family for health benefits. Employee and dependent dental, vision and hearing benefits will be provided at no cost to the employee.

SECTION 3. If, during the term of this Agreement, the City Council approves an alternative health care program as an option to the City's health benefits plan, the City agrees to contribute to the optional program chosen by the employee an amount, equal to the City's contribution being paid by the City to the City's internally operated health benefits plan.

SECTION 4. The FOP president may appoint one member of the FOP as the FOP's representative to the Health Benefits Committee established

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by the City Manager. The local FOP president shall select said appointee for the entire period of this Agreement. Said appointee shall be a full voting member of the Health Benefits Committee.

SECTION 5. The Employer shall have the right to modify, alter or amend the Health Benefits Plan Document in whole or in part, provided, however, that no amendment shall diminish or eliminate any claim for any benefit to which a participant was entitled, prior to such amendment.

SECTION 6. The City shall provide life insurance for members of the Police Department with a basic benefit of thirty thousands dollars (\$30,000) and a double indemnity benefit for accidental death in the amount of sixty thousand dollars (\$60,000).

SECTION 7. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 27 for the sole purpose of modification to the premium that is referenced in section two (2) and section three (3) of the article.

In the event of an increase to the Employee Health Plan and/or employee's premium and/or the dependent premium during the 2013-2014 contract years, the city agrees to pay half of the cost with employee paying the remaining half.

ARTICLE 28

SAFETY AND HEALTH BOARD AND LABOR MANAGEMENT REVIEW

SECTION 1. There shall be established a Safety and Health Board.

- A. Said Board shall have the responsibility of recommending safety and health needs to the Employer.
- B. The membership of the Board shall be comprised of two members appointed by the FOP president and two members appointed by the Chief of Police. Said Board shall elect a chairperson from within their Board.
- C. Said Board shall meet quarterly or at such times as deemed necessary by the Chief of Police or the FOP.
- D. After each meeting of the Board, a written report shall be made and copies of it submitted to the Chief of Police, the City Manager and the FOP president.

- E. The Chief of Police shall acknowledge receipt of the report from, said Board within ten (10) days and inform the Board in writing of any administrative action taken regarding the Board's recommendations.

SECTION 2. There shall be established a Labor Management Review Board.

- A. Said Board shall be charged with reviewing accidents, shootings, grievances and other matters referred to it by the Chief of Police.
- B. The membership of the Board shall be comprised of three members appointed by the Chief of Police or designee and three members appointed by the president of the FOP or designee. Members so appointed shall serve for a period of one year. The chairperson of the Board shall be the Human Resources Director or designee.
- C. Said Board shall be convened upon order of the Chief of Police. Said Board shall conduct its business within the time span allotted by the convening order of the Chief of Police.

SECTION 3. General Provisions

- A. Members of the Safety and Health Board and the Labor Management Review Board shall be granted time off without loss of pay to attend their Board meetings and to conduct investigations deemed necessary by the Chief of Police.
- B. The FOP president and the Chief of Police shall each appoint alternate members in the event that their regularly appointed members are unable to serve.
- C. In reviewing matters other than grievances referred by the Chief of Police, the Labor Management Review Board shall serve as a fact finding body; one fact of the situation being a determination of the appropriateness of the action taken by an individuals involved.
- D. In reviewing a grievance, the Labor/Management Review Board shall review the appropriateness of the action which is the subject of the grievance and make recommendations to the Chief.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations that shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 3. Testing will be administered by the Chief of Police in accordance with the Equal Employment Opportunity Commission guidelines and the Midwest City Affirmative Action Plan. All written tests questions administered in accordance with this Agreement shall be validated prior to competition.

SECTION 4. Sergeant

A. Eligibility.

1. Applicants shall be required to have been employed for a period of four (4) continuous years of service as a police officer with this department. Applicants will be allowed to test during the 30 days prior to his/her reaching their fourth (4) anniversary date. Upon successful completion of the competency testing, the applicant shall be promoted to Sergeant once they reach their fourth (4) anniversary date. Applicants must not be on disciplinary probation or disciplinary suspension on the date of examination. Applicants must not have been reduced in grade for cause within the last twelve (12) months prior to the date of examination.
2. Advancement to the rank of Sergeant shall be made following the applicant successfully scoring seventy-five percent (75%) or better on a written test of "police officer" job skills, knowledge and abilities.
3. Applicants who do not successfully score seventy-five percent (75%) or better on the written test must wait a minimum of 90 days before they are eligible to re-test for the rank of Sergeant.
4. It shall be the responsibility of a police officer who has met the eligibility requirements cited in subsection

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1 or 3 of this section to notify the Chief of Police, in writing, of his/her intention to take the written test.

SECTION 5. Lieutenant

A. Eligibility

Applicants shall be required to have held the rank of Sergeant for a period of one (1) continuous year. Applicants must not have been on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of competition.

B. Written Examination

A written examination will be prepared by the Chief of Police or his designee. The Human Resource Director, Chief of Police or assessment facilitator and the FOP Representative shall meet prior to testing and review all test questions and answers. If any of the three representatives fail to agree upon a test question, it shall not be used. Only clear, direct questions requiring concise answers will be used. Neither trick nor ambiguous questions will be a part of the written test. The test should consist of at least one hundred (100) objective (multiple / true or false) job knowledge questions. Test questions must be obtained from materials available to all applicants, with a list of these materials posted in conspicuous places throughout the Police Department thirty (30) days prior to the date of examination.

Pass/fail on the written examination will be seventy five 75% of the highest score possible on the written examination. The top eight (8) candidates scoring seventy five percent (75%) or more of the highest score possible on the written test will qualify to compete in the assessment process. In the event of a tie for the eighth position, all officers tied for that position will be permitted to compete in the, assessment process. The written test shall be weighted by the Chief of Police prior to testing and be included in the candidates' final score.

Grading of written examinations will consist of: The Human Resources Director will appoint a representative who shall grade the written examinations with the assistance of the designated Fraternal Order of Police observer and Chief of

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Police designee. Immediately following the grading and prior to the posting of the scores, all candidates will review the test together with the Human Resource Director or representative by use of an overhead projector or power point presentation. At that time, if the validity of any question is raised, the Human Resource Director Representative, the Labor Representative and the Assessment Facilitator for Management will determine whether or not the question will be counted. All grievances concerning the written test shall be filed prior to the meeting being adjourned. Any grievance will be filed with the City Manager. If a grievance is not filed, the written test scores will stand.

C. Assessment Board

The Chief of Police shall establish a board consisting of four (4) members of the rank of Lieutenant or above. All assessors will be from police Departments comparable in size to the Midwest City Police Department or larger departments. One (1) of the assessors shall be from the Midwest City Police Department, struck from a list of the eligible personnel, with the first to strike a name being determined by a coin toss.

The competitive assessment shall be designed by management to address the particular needs identified by management. The eligibility of each assessor to serve on the board shall be determined by the Human Resources Director.

D. Personnel File Review Process

Each of the top eight (8) Candidates scoring seventy five (75%) or higher on the written examination shall who appear before the assessors at which time his/her personnel or 201 file covering the past three years shall be presented by the Human Resources Director or designee for the review of the assessment panel.

The candidate will be present during their review process and will be given the opportunity to clarify or correct any material/information presented to the Board.

The 201 review will be considered by the assessors in determining the final assessment ranking.

This shall be the final exercise of the assessment process.

E. Selection.

The selection of Lieutenant shall be made by the Chief of Police as outlined in Section 8.

- F. Shift III officers who are among the top 12 candidates, and are on the regular work cycle will be allowed to take personal leave off duty with pay immediately prior to each day of the assessment. This does not include the written test.

SECTION 6. Captain

The position of Captain shall be filled by appointment by the Chief of Police from the rank of Lieutenant from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 7. Major

The position of Major shall be filled by appointment by the Chief of Police from the rank of Captain from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 8. Selection

The assessors will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top Sergeant candidate, as determined by the assessors, shall be the individual promoted to the vacant position.

SECTION 9. Applicant Rights and Responsibilities

- A. If the applicant believes the procedures outlined herein have been violated, the individual may present a grievance on this issue to the Chief of Police.

Such appeal must be made within three (3) working days following completion of the assessment process.

- B. A member of the Fraternal Order of Police shall be named by the FOP to act as an observer during the promotion process, except that the observer will not be present during the

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preparation of the assessment process and during the personal interview portion of the assessment board. He shall be afforded the opportunity to verify the process immediately prior to the review of applicants. The observer shall carry out the following duties:

1. Review the eligibility list to insure all individuals meet the requirements according to the current contract.
 2. Shall be present during the administering and grading of the written test and monitor the same.
 3. Shall be present during the assessment process and monitor the same, excluding individual interviews.
 4. Report any and all irregularities, immediately, to the Fraternal Order of Police president, Human Resources Director and Chief of Police.
 5. Observe the same rules of confidentiality that apply to members of the Promotion Review Board.
- C. The Human Resources Director or designee shall be present at each step in the assessment process as an observer.
- D. Each applicant is entitled to review his/her individual final results, including the written test results, with the Human Resources Director.
- E. Written examinations and Promotion Review Boards shall not exceed eight (8) hours in a given day.
- F. Applicants shall be notified of the selection following the expiration of the grievance period outlined in Section 9(A) of this article.

SECTION 10. Special Circumstances

During the application of this promotion system, special circumstances may arise. The following shall be used as guidelines for pertinent situations:

- A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.
- B. Should a totally new position in the rank structure become available, then this position will be filled as

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nearly as possible in accordance with the procedures set out in this system. This new position will then be written into this system following the basic procedures contained herein.

- C. At no time will only one person be eligible for a position if three or more people would be eligible except for time-in-grade. A staff decision will be made as to how many or who will be eligible. At all times, the general provisions will be adhered to as closely as possible.
- D. When new positions in the rank structure are created, then time-in-grade requirements will be waived until the position has been filled for the requisite time for advancement to the next higher position, when an adequate number of applicants are not eligible within the department.
- E. If, during the promotional process, there is a dispute about any of these sections or provisions in this promotion procedure, then all such disputes will be settled by a staff decision.

SECTION 11. Integrity of Promotional Process

- A. All aspects of this promotional process, with particular attention to questions and answers of the written examinations, and assessment procedures, shall be maintained in the strictest confidence and this information provided on "need to know" basis only.
- B. Any employee, regardless of rank or status, who is determined to violate this section shall be subject to disciplinary action as provided by the Police Department disciplinary policies.

SECTION 12. Promotional Eligibility List

- A. Upon the completion of the promotional process for the ranks of Sergeant, the department will establish and maintain a final ranking eligibility list, in descending order, of those candidates who successfully complete the assessment process, but were not the top performer. This list will be maintained for a period of twelve (12) months from the date of the completion of the assessment process.
- B. In the event that another opening in the rank of Sergeant comes open during that twelve (12) month period, the Employer agrees to promote the top person on the

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promotional eligibility list for that particular rank. Any person who is on the eligibility list (list maintained for twelve months) who has been placed on disciplinary probation or disciplinary suspension or has been reduced in rank for just cause during his/her eligibility period shall not be promoted. If, for any reason, the top person on the promotional eligibility list declines the offer of a promotion, the next on the list shall be offered the promotion. If the top person on the promotional eligibility list declines a promotion, he/she shall remain the top person for the remainder of the term of the eligibility list.

- C. If more than one opening becomes available in that rank during that twelve (12) month period, then those positions would be filled from the descending order from the promotional eligibility list for that particular rank.
- D. On the tenth day following a vacancy, a notice will be posted announcing the vacancy and listing the study materials. The date of this posting shall determine the eligibility of any applicant for the vacancy and promotional eligibility list. Any vacancy occurring during the term of the current promotional eligibility list will be filled from that list.

ARTICLE 30

EDUCATION INCENTIVE PAY

SECTION 1. The Employer recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance the Employer agrees to allow the members of the bargaining unit to participate in the City's Tuition Reimbursement Program effective July 1, 2000. If the employee decides to participate in the tuition Reimbursement Program he/she will not be able to receive the College Incentive pay as outlined below. If the employee currently holds a degree and wishes to participate in the Tuition Reimbursement Program, he/she will not be eligible to receive the College Incentive pay at the next degree when completed.

SECTION 2. The Human Resources Director (or designee) and the president of FOP Lodge #127 (or designee) shall develop and post a list of Associate level degrees, Bachelor level degrees and Masters level degrees offered by or recognized by the Higher Education System of the State of Oklahoma that this committee has determined to be directly job related or of benefit to both the employee and the City.

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In the event a degree program is disputed by members of this committee, the City Manager shall decide the applicability of the degree program.

SECTION 3. Payment for attaining such a recognized degree or CLEET Certification shall be as follows:

Intermediate CLEET Cert.	\$28.25 <u>40.00</u>	per pay period
Advance CLEET Cert.	\$38.25 <u>50.00</u>	per pay period
Associate Degree	\$48.25 <u>60.00</u>	per pay period
Bachelors Degree	\$58.25 <u>70.00</u>	per pay period
Masters Degree	\$68.25 <u>80.00</u>	per pay period

If an Officer holds multiple degree(s) and/or CLEET certifications, the Officer shall receive the incentive for the highest held degree or CLEET certification, payment shall be included in the employee's base pay and paid per regular pay period.

SECTION 4. The employee shall furnish a certified college transcript to the Personnel Department to be included in the employee's 201 file that indicates the award of said degree.

SECTION 5. All members of the bargaining unit employed prior to July 7, 1988 with college degrees accepted by the Higher Education System of the State of Oklahoma shall be compensated for such degree, regardless of program, by the terms of this article. All employees hired after July 1, 2002, submitting degrees for incentive pay must be approved as a "police related" degree determined by the Police Chief and FOP President.

SECTION 6. Payment shall be made solely on the highest degree attained.

ARTICLE 31

BULLETIN BOARD

SECTION 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of FOP informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community.

Acceptable use of the bulletin board would include:

- A. Recreational and social affairs of the FOP.
- B. FOP meetings
- C. FOP elections
- D. Reports of FOP committees
- E. Rules or policies of the FOP

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F. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The FOP president shall be the responsible party for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the FOP president.

ARTICLE 32

DRUG FREE WORKPLACE ACT

The City will implement and conform to Public Law 100-690, The Drug Free Workplace Act of 1988. In accordance with the Act the City will:

- Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- Provide each employee a copy of the above policy;
- Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug- counseling programs;
- Require employees to notify the Employer if they are convicted of any drug related crime;
- Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 33

HEALTH PHYSICAL

SECTION 1. The Employer agrees to provide at no cost to the employee a voluntary physical examination at;

Every 5 Yrs. For employees at age 21-39

Every 4 Yrs for employees at age 40-49

Every 3 Yrs. For employees at age 50+

- Medical History
- Physical Exam
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)

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- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 40)
- Chest and spine X-ray at Employees Discretion
- Lumbar-sacral spine X-ray at Employees Discretion
- ~~Static and Isoinertial Testing (including flexibility examination)~~
- Hepatitis B and C Antibody Screening
- HIV Screening
- Pulmonary Function Exam
- Testicular exam for all male employees regardless of age
- Breast exam for all female employees regardless of age
- TDAP Immunization
- MMR Booster at the employees discretion
- Calcium Scoring Test for all employees over 40 Yrs. Of age

SECTION 2. Only the employee shall each receive a copy of the results of the medical evaluation.

SECTION 3. The physical examination will be administered during the employee's anniversary month.

SECTION 4. The examination shall be done with pay at a straight-time rate.

ARTICLE 34

UNIFORM PROCUREMENT

~~**SECTION 1.** The City in lieu of a fourteen hundred (\$1400.00) dollar uniform allowance, agrees to infuse the base salaries of the FY 2017/2018 Police pay scale with one thousand four hundred dollars (\$1400.00) per rank to each salary step; the City agrees to pay rollups associated with this agreement.~~

SECTION 21. The procurement of new uniforms will be the sole responsibility of the Officer. Officers will be responsible for upkeep of their equipment and uniforms as outlined in Police Department Policy.

SECTION 32. Duty uniforms shall be of a type and color approved by management and readily available from local vendors.

SECTION 43. The Employer agrees to provide each employee any additional uniform item required with the exception of uniform items currently provided by each employee, i.e. leather/web gear, footwear and handguns. The Employer further agrees that, in the event it makes the administrative decision to substantially change the type or color

of the required duty uniform, it will provide the initial issue of the new uniform to the employees covered by this Agreement.

SECTION 54. The Employer agrees to purchase (1) pair of Motorcycle pants per physical year for officers assigned as Motorcycle Officers, beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter. The employer further agrees to purchase (1) pair of approved Motorcycle boots for each Motorcycle Officer every two years (2) beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter.

SECTION 65. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or destroyed in the line of duty up to a maximum of three hundred and twenty five dollars (\$325.00) per incident.

SECTION 76. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to three hundred and twenty five dollars (\$325.00).

SECTION 87. An employee who accepts an assignment in the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of that department. This section shall apply to any and all employees who are currently assigned and have not been compensated.

An employee who returns to Patrol Division assignment from the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of the Patrol Division. This section shall apply to any and all employees who are currently assigned and have not been compensated.

ARTICLE 35

PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

SECTION 1. The Employer agrees to provide the Union ~~one hundred (100) printed copies of the new collective bargaining agreement this year at no cost to the Union.~~ an electronic copy of the Collective Bargaining Agreement (CBA) on a CD or Thumb drive, and a "Read Only" PDF to be sent to the FOP President each year at no cost to the Union. The FOP agrees to distribute to each of the unit's members an electronic copy of the CBA each year.

NOTE: the City agrees to provide no more than ten (10) printed copies of the CBA to the FOP at no cost.

ARTICLE 36

LIEUTENANT/SERGEANT ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

During the minimum time of the assignment, by mutual agreement of the affected officer and the Chief of Police, the time period may be set aside and the affected officer moved.

ARTICLE 37

SUBSTANCE ABUSE PROGRAM

SECTION 1. The Fraternal Order of Police, Lodge 127 recognizes the City's right and responsibilities to administer the City's Abuse Policy in accordance with state and Federal guidelines.

ARTICLE 38

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 2. If any provision of this Agreement conflicts with a provision of the Merit System, or other personnel provisions of the City of Midwest City then, and in that event, the language of this contract shall have precedence and control.

ARTICLE 39

POLICE OFFICER RETIREMENT

Section 1: The City of Midwest City wishes to recognize and honor those officers who have honorably served twenty (20) years of continuous service to the citizens of Midwest City and the Midwest City Police Department by giving to the officer upon retirement their issued service weapon. This will occur when an officer retires in good standing, and pursuant to the requirements of the Oklahoma Police Pension and Retirement System.

Section 2: Employees covered by this agreement understand that this is a "Fringe Benefit," under the IRS Regulations, and therefore the fair market value of said service weapon is considered taxable.

Left Blank Intentionally

CONCLUSION

It is understood by the parties to this Agreement that the foregoing is an amendment of its terms and conditions during the contract period and it cannot be altered in any manner, except in accordance with Article 7, Section 1.

IN WITNESS WHEREOF, the parties set their hand this on the 13th day of November, 2018

CITY OF MIDWEST CITY

Matthew D. Dukes II Mayor

CITY CLERK

CORPORATE NEGOTIATOR
MIDWEST CITY FRATERNAL ORDER OF POLICE, LODGE #127

PRESIDENT

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM this the 13th day of November, 2018

CITY ATTORNEY

CBA Between MWC and FOP Lodge 127 for FY 2016/2017

(Will Insert the Pay Scale Pages)



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

Memorandum

TO: Honorable Mayor and Council
FROM: Catherine Wilson, HR Director
DATE: November 13, 2018

RE: 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.

Mayor and Council –

Staff is recommending an additional .90 percent across the board increase to the base salary of city employees not covered by a collective bargaining agreement effective July 1, 2018 which will provide parity with the negotiated items the FOP is receiving. Additionally, the city will adjust the longevity table for city employees not covered by a collective bargaining agreement to mirror the longevity table the FOP is receiving.

Staff recommends approval.

Respectfully,

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

Catherine Wilson, MPA
HR Director



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

M E M O

TO: Honorable Mayor and Council

FROM: R. Paul Streets, Assistant Public Works Director

DATE: November 13, 2018

SUBJECT: 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.

In a joint effort, the City of Midwest City, City of Norman and Del City, have drafted a resolution to facilitate pursuing title transfer of the Norman Project, AKA Lake Thunderbird, from the Bureau of Reclamation (BOR) to the COMCD, of which Midwest City is a voting member. As a part of this effort, we are also requesting that the COMCD initiate and undertake a study to determine what the long-term costs ultimately borne by all three member cities might be.

In the spirit of solidarity, Del City is bringing the same resolution to its Council on Monday November 5th and the City of Norman is bringing it to its Council on Tuesday November 13th.

Staff recommends approval.

R. Paul Streets

Assistant Public Works Director

A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA,
EXPRESSING SUPPORT FOR THE TRANSFER OF TITLE OF THE
NORMAN PROJECT (LAKE THUNDERBIRD) TO THE CENTRAL
OKLAHOMA MASTER CONSERVANCY DISTRICT; REQUESTING
COMCD UNDERTAKE A LONG TERM OPERATIONAL ANALYSIS
AND COST OF SERVICE STUDY TO ASSIST THE BOARD AND
THE MEMBER CITIES HAVE

- § 1. WHEREAS, the Bureau of Reclamation (“BOR”) was established in 1902 and is charged with managing, developing, and protecting water and related resources in the interests of the American public; and
- § 2. WHEREAS, the BOR is best known for the dams, powerplants, and canals it has constructed in the seventeen western states to provide water and power and promote the economic development of the West; and
- § 3. WHEREAS, the Little River basin was identified by the BOR as a possible reservoir site in the late 1940’s and early 1950’s; and
- § 4. WHEREAS, a plan to construct one large reservoir and dam on the Little River was introduced in 1954, which would serve primarily to provide flood control and address water supply problems in nearby cities, including Norman, Midwest City and Del City; and
- § 5. WHEREAS, the Central Oklahoma Master Conservancy District (“COMCD”) was formed by decree of the District Court of Cleveland County, Oklahoma on September 10, 1959; and
- § 6. WHEREAS, the Norman Project was authorized under Public Law 86-529, 86th Congress, 2nd Session, on June 27, 1960; and
- § 7. WHEREAS, planning and construction funds for the Norman Project were authorized in the 1961 and 1962 Public Works Appropriation Bills, respectively; and
- § 8. WHEREAS, COMCD and the United States entered into an agreement on September 5, 1961 for the construction, operation and maintenance of the Norman Project and for the repayment of the reimbursable costs of construction, operation and maintenance; and
- § 9. WHEREAS, the Cities of Norman, Midwest City and Del City each entered into separate contracts with the Central Oklahoma Master Conservancy District (“COMCD”) on September 5, 1961; and
- §10. WHEREAS, pursuant to each respective agreement with COMCD, each member city has a proportionate share of representation on the COMCD Board of

Directors to ensure the District meets its obligation to supply water to the member cities; and

- §11. WHEREAS, each member city's agreement with COMCD allocated proportionate shares of the water supply from the Norman Project as well as project costs; and
- §12. WHEREAS, pursuant to the agreement with COMCD in 1961, through fiscal year ending 2018, the cities have paid more than \$58,000,000 in construction costs, interest, and operation and maintenance of the Norman Project; and
- §13. WHEREAS, although COMCD, through proportionate contributions from its member cities, has paid for the construction, operation and maintenance of the Norman Project, the federal government maintains title to the Project; and
- §14. WHEREAS, the federal government has an agreement with the Oklahoma Tourism and Recreation Department for the management of the secondary benefits of the Norman Project – recreation and fish and wildlife enhancements; and
- §15. WHEREAS, under BOR's Framework for the Transfer of Title of Bureau of Reclamation Projects, BOR will support a Congressional act to transfer title of BOR projects to project beneficiaries if certain criteria are met, including consent of other project beneficiaries, protection of the taxpayers interest, protection of the public aspects of the project, and compliance with the National Environmental Policy Act; and
- §16. WHEREAS, notice to and consultation with any impacted Native tribes is required before any action to transfer title can occur; and
- §17. WHEREAS, the Oklahoma Tourism and Recreation Department has requested that title to the Norman Project be transferred to the State of Oklahoma for the Tourism and Recreation Department to manage and such request has been denied by BOR; and
- §18. WHEREAS, COMCD has communicated an interest to the member cities in transfer of title of the Norman Project to COMCD; and
- §19. WHEREAS, BOR will require the consent of the Oklahoma Tourism and Recreation Department to title transfer prior to considering the transfer of any assets of the Norman Project to COMCD; and
- § 20. WHEREAS, COMCD has expressed a desire to preserve the secondary benefits of the Norman Project – recreation and fish and wildlife enhancements if title transfer of the Norman Project to COMCD is approved.

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

- §21. That, having funded the Norman Project and its continued operation, Norman, Midwest City and Del City have a vested interest in the preservation of all aspects of the Norman Project for future generations; and
- §22. That, COMCD is the most appropriate party to protect the interests of the taxpayers that funded the Norman Project, the water users, and manage the Norman Project and its primary purpose of water supply; and
- §23. That, transfer of title of the Norman Project from the federal government to COMCD should be pursued; and
- §24. That, an integral first step in the process of pursuing the transfer of title to the Norman Project would be for COMCD to undertake a long term operational analysis and cost of service study to better inform the member cities' and the COMCD Board of Directors ultimate decision to pursue title transfer; and
- §25. That, should transfer of title of the Norman Project to COMCD be achieved, COMCD should take all necessary steps to ensure preservation of the recreational aspects of the Project.

PASSED AND ADOPTED THIS ____ DAY _____, 2018.

CITY OF _____

Mayor

(Seal)
ATTEST:

City Clerk



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: November 13, 2018

Subject: 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. (Community Development – P. Menefee)

This easement, dedicated by Melanie L. Breeden, is for the construction of a proposed drainage improvement located at the north end of Caldwell Dr.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF PERMANENT DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That Melanie Laine Breeden, a single person, grantor, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, grantee, a permanent drainage easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A pathway, that lies within the two easement parcels of property described below, that avoids removing any established tree growth. It is fully understood and agreed between the parties that no trees will be removed without the prior written permission of the grantor.

A parcel described as the West 40 feet of the South 60 feet of the North 145.42 feet of the following described property:

A tract of land located in the Southeast Quarter (SE/4) of Section One (1), Township Eleven North (T-11-N), Range Two West (R-2-W), I.M., Oklahoma County, Oklahoma more particularly described as follows:

COMMENCING at the Northeast Corner of said Southeast Quarter; THENCE N 89°52'13" W along the North line of said Southeast Quarter a distance of 1810.62 feet; THENCE S 00°07'47" W a distance of 284.00 to a point of beginning; THENCE continuing S 00°07'47" W a distance of 270.43 feet; THENCE S 89°45'53" W a distance of 126.06 feet; THENCE S 00°05'50" W a distance of 74.15 feet; THENCE N 89° 54'10" W a distance of 48.98 feet; THENCE N 00° 07'47" E a distance of 345.42 feet; THENCE S 89°52'13" E a distance of 175.00 feet to the point of beginning.

AND

A parcel described as beginning at the southern most southeast corner of the above described property thence west along the south line of the above described property a distance of 8.98 feet thence north and parallel with the west line of said above described property a distance of 35 feet thence east and parallel with the south line of said above described property a distance of 8.98 feet to a point thence south to the point or place of beginning.

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build drainage improvements related facilities and other improvements, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 5 day of NOV, 2018



STATE OF OKLAHOMA OK)
COUNTY OF OKLAHOMA OK) ss.

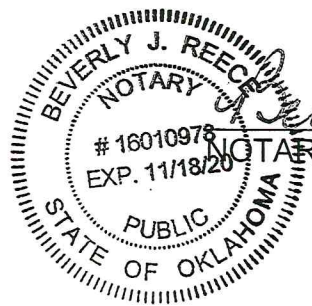
Before me, the undersigned Notary Public in and for the state and county aforesaid, on

this 5 day of NOV, 2018, personally

^(Fried)
appeared Melanie Laine Breeden, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as her free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 5 day of NOV, 2018.

My Commission expires: 11/18/20



Beverly J. Reece

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____



Leonard Sullivan Oklahoma County Assessor
ONLINE MAPPING

Oklahoma County Assessor



1: 1,128






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WGS_1984_Web_Mercator_Auxiliary_Sphere
OpenStreetMap contributors

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
-  Sections (>1:40,000)
 -  Parcels
 -  OK County Boundary

Notes

Enter Map Description



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
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BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

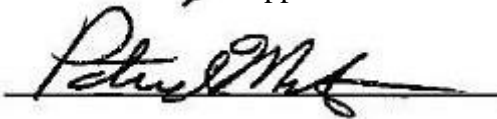
From: Patrick Menefee, P.E., City Engineer

Date: November 13, 2018

Subject: 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.
(Community Development – P. Menefee)

The easements are dedicated by David Perry and Lori Perry for the construction of a proposed drainage improvement project located at the north end of Caldwell Drive.

Staff recommends approval



Patrick Menefee, P.E.
City Engineer

Attachments

Discussion and consideration of accepting Permanent and Temporary Drainage Easements for the construction of a drainage improvement project partially located at 900 Caldwell Drive 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.

This easements are dedicated by David Perry and Lori Perry for the construction of a proposed drainage improvement project.

Staff recommends approval.

GRANT OF PERMANENT DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That David Perry and Lori Perry, husband and wife, grantors, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, grantee, a permanent drainage easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A part of the NW/4 of the SE/4 of Section 1, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, said part more particularly described as follows: Commencing at the Northeast corner of said NW/4 of the SE/4; thence S00 24'46"E along the East line of said NW/4 of the SE/4 a distance of 1,321.28 feet; thence S89 45'53"W a distance of 628.86 feet; thence N00 25'39"W a distance of 567.00 feet to the point or place of beginning;

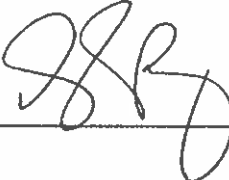
Thence N89 45'53"E a distance of 5.00 feet;
 Thence N00 05'50"E a distance of 152.00 feet;
 Thence S89 45'53"W a distance of 3.42 feet;
 Thence S00 25'39"E a distance of 53.04 feet;
 Thence S89 45'53"W a distance of 3.27 feet;
 Thence S00 25'39"E a distance of 98.95 feet to the point or place of beginning

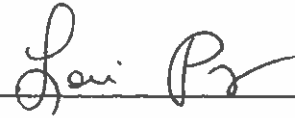
This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build drainage improvements related facilities and other improvements, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 20th day of October, 2018



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

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 20th day of Oct, 2018, personally appeared,

David Perry and Lori Perry husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.



WITNESS, my hand and seal this 20th day of Oct, 2018.

My Commission expires: 9-3-2022 *[Signature]*
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N. Midwest Blvd. Midwest City OK 73110

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That David Perry and Lori Perry, husband and wife, grantors, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

A part of the NW/4 of the SE/4 of Section 1, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, said part more particularly described as follows: Commencing at the Northeast corner of said NW/4 of the SE/4; thence S00 24'46"E along the East line of said NW/4 of the SE/4 a distance of 1,321.28 feet; thence S89 45'53"W a distance of 628.86 feet; thence N00 25'39"W a distance of 492.00 feet to the point or place of beginning;

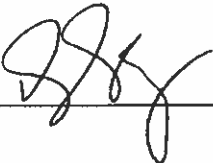
Thence N89 45'53"E a distance of 12.00 feet;
 Thence N00 25'39"W a distance of 227 feet;
 Thence S89 45'53"W a distance of 8.84 feet;
 Thence S00 25'39"E a distance of 53.04 feet;
 Thence S89 45'53"W a distance of 3.27 feet;
 Thence S00 25'39"E a distance of 173.95 feet to the point or place of beginning

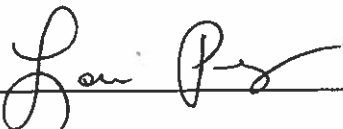
This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. **THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.**

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 20th day of October, 2018





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

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

20th day of Oct, 2018, personally appeared,

David Perry and Lori Perry, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 20th day of Oct, 2018



My Commission expires: 9-3-2022

Jeri Horn
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N. Midwest Blvd. Midwest City OK 73110

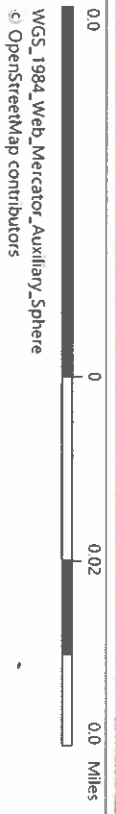


Leonard Sullivan Oklahoma County Assessor
ONLINE MAPPING

Oklahoma County Assessor



1:1,128



WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Sections (>1:40,000)
 - Parcels
 - OK County Boundary

Notes

Enter Map Description



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 13th, 2018

Subject: 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.

Permit No. SL000055180812 is for the construction of 1715 L.F. of eight inch (8") sewer line to serve The Dollar General Store, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

MARY FALLIN
Governor

October 16, 2018

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

Re: Permit No.: SL000055180812
Dollar General
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055180812 for the construction of approximately 1,715 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Dollar General 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 16, 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: Oklahoma City DEQ Office
Travis Mensik, Regional Manager, DEQ
Mark Grubbs, P. E., Grubbs Consulting, LLC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180812

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

October 16, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,715 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Dollar General Sewer Line Extension Project, located in part of SE-1/4, SE-1/4, Section 32, T-12-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on October 16, 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 no 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) 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.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180812

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

- 8) 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.
- 9) 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.
- 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 13th, 2018

Subject: 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.

Permit No. SL000055180611 is for the construction of 1600 L.F. of eight inch (8") sewer line to serve The Estates at Midwest City, 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 2, 2018

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

Re: Permit No. SL000055180611
The Estates at Midwest City
Facility No. S-20541

Dear Mr. Henson:

Enclosed is Permit No. SL000055180611 for the construction of 1,600 linear feet of eight (8) inch sanitary sewer line and all other appurtenances to serve the The Estates at Midwest City, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 02, 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 Walker
Construction Permit Section
Water Quality Division

RBW/KM/RC/ag

Enclosure

c: Travis Mensik, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
William Stafford, PE, Cook, Flatt & Strobel Engineers P.A.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

October 2, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 1,600 linear feet of eight (8) inch sanitary sewer line and all other appurtenances to serve the The Estates at Midwest City, located in SW/4, NW/4, of Section 36, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved October 02, 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 no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) 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.
- 6) 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.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

- 7) 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.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That 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.
- 13) That when it is impossible to obtain proper horizontal and vertical separation 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 using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





O K L A H O M A
DEPARTMENT OF ENVIRONMENTAL QUALITY

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

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.

A handwritten signature in black ink, appearing to read 'Rocky Chen', is written over a horizontal line.

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

Handwritten initials in black ink, possibly 'W' and 'J', are located to the right of the signature line.





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: November 13th, 2018

Subject: 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.

Permit No. WL000055180610610 is for the construction of 415 L.F. of twelve inch (12"), 2155 L.F. of eight inch (8"), and 26 L.F. of six inch (6") water line serve the Estates, 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 2, 2018

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

Re: Permit No. WL000055180610
The Estates at Midwest City
Facility No. 1020806

Dear Mr. Henson:

Enclosed is Permit No. WL000055180610 for the construction of 415 linear feet of twelve (12) inch potable waterline, 2,155 linear feet of eight (8) inch potable waterline and 26 linear feet of six (6) inch potable waterline and all other appurtenances to serve the The Estates at Midwest City, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 2, 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 Walker
Construction Permit Section
Water Quality Division

RBW/KM/RC/ag

Enclosure

c: Travis Mensik, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
William Stafford, PE, Cook, Flatt & Strobel Engineers P.A.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055180610

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

October 02, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 415 linear feet of twelve (12) inch potable waterline, 2,155 linear feet of eight (8) inch potable waterline and 26 linear feet of six (6) inch potable waterline and all other appurtenances to serve the The Estates at Midwest City, located in SW/4, NW/4, of Section 36, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved October 02, 2018.

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

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

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,342 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055180610

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055180610

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

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

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

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





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 13, 2018

SUBJECT: 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.

As you may know, city staff has retrieved every hard drive from surplus equipment and stored them while searching for a secure method to dispose of them. After searching, The Meadows Center for Opportunity, Inc. is the best and most economical solution we have discovered to destroy hard disk drives that may contain sensitive information and confidential data. If this data is not disposed of securely it can result in identity theft, release of contact information, and loss of our citizen's trust. The Information Technology department currently holds approximately 1500 drives that are in need of destruction. We will also be continuing destruction on a regular basis.

Staff recommends approval.

The Meadows Center for Opportunity, Inc.
1000 S. Kelly, Edmond, OK 73003
405.348.4470 - 405.340.5395 FAX
Email: meadowsok@sbcglobal.net

Website: www.meadowsoklahoma.com

Billing

Company: CITY OF MIDWEST CITY

Attention: RYAN RUSHING

Street: 100 N. MIDWEST BLVD.

City: MWC

State: OK

Zip: 73110

Billing Contact: 405-869-8600

Phone: _____

Fax: _____

Purchase Order #: _____

Email: ITPURCHASING@MIDWESTCITYOK.ORG

Business Residence

Service Location

Company or Building Name: CITY OF MIDWEST CITY

Street: 100 N. MIDWEST BLVD

City: MWC

State: OK

Zip: 73110

Site Contact 1: RYAN RUSHING

Phone: 405-869-8600

Site Contact 2: ALLEN STEPHENSON

Phone: 405-869-8600

Site Email: ITPURCHASING@MIDWESTCITYOK.ORG

Business Residence Storage Facility

of bins request _____ # of Consoles requested _____ # of Boxes to pick up _____

I understand that the aforementioned containers and keys are the property of The Meadows and will, upon termination of this agreement, return all these containers or compensate The Meadows for their replacement cost. I also understand that The Meadows, being a non-profit corporation, requires activity on the bins every quarter in order to keep inventory costs down.

By signing below, I agree to the above and that I will be invoiced for any and all materials presented to The Meadows for destruction. Payment terms are net 30 days from the date of the invoice. If payment is not received within the allotted term, your account will be placed on hold. Accounts suspended for late payment or returned checks are subject to a \$25.00 fee. If collection efforts are required, I will pay all costs of collection, including attorney fees.

Authorized Representative

Date: _____

Printed Name

Title: _____

"Together We Can Achieve the Extraordinary!"

The Meadows is a not-for-profit organization providing employment for persons with developmental disabilities.

\$2.00 per drive, on-site pickup at City Hall.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: November 13, 2018

SUBJECT: 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.

Information is vital to the Midwest City Police Department in their pursuit of justice when investigating reported crimes. The Oklahoma County Board of County Commissioners has directed the sheriff of Oklahoma County to charge a minimal fee to any municipalities who are accessing criminal justice and law enforcement data via a “portal” account. The City of Midwest City currently has (15) licenses to access the portal which includes the police department and emergency operations center employees. The cost of each license is \$50.00 per fiscal year and if additional license are activated during the agreement, the charge is defined in the agreement.

The ability to access the data is critical and the police department has monies budgeted to cover this expense.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Standards Service Contract between County and Midwest City

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND USER

CONTRACT made as of the 13 day of Nov 2018

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: **Oklahoma County B.O.C.C (MIS/IT)**
Contact Person: CJ Brunner
Telephone Number: 405-713-1295

and the **USER:** **City of Midwest City Police Department**
Physical Address: 100 N Midwest Blvd,
Midwest City, OK 73110
Mailing Address: Same

Contact Person: **Brandon Clabes**
Telephone Number: (405) 739-1306
e-mail contact: BClabes@MidwestCityOK.org
for the following maintenance or services:

Access to Criminal Justice and Law Enforcement Data via "Portal" account.

This Contract is a Renewal _____, New Contract.

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.

Assistant District Attorney

Date

THE COUNTY AND THE USER AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with _____ page of attachments

ARTICLE 1
MAINTENANCE/SERVICES

The County shall supply the following maintenance/services as required by the Contract:
(describe item/s and serial numbers/s to be maintained)

Access to Criminal Justice and Law Enforcement Data via "Portal" account.

ARTICLE 2
INSURANCE/LIABILITY

The user agrees to maintain liability and Workers' Compensation insurance to cover the acts of User and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The User agrees to indemnify and hold harmless the County for any negligent acts of User in the performance of this Contract.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2018 and shall terminate on June 30, 2019. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the User a 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the User fails to pay for services in accordance with this contract or in any way breaches any of the provisions of the Contract.

It is agreed that the User may terminate this contract at any time before the end of the fiscal year for any reason after giving the County a 30 day written notice of termination.

ARTICLE 4
CONTRACT AMOUNT

The User shall pay the County for the maintenance/services of this equipment as follows:

To be billed \$50 per fiscal year (July 1 through June 30), per session.
[Currently estimated at \$750 total annually, based on 15 sessions].
Each additional session will be invoiced at a rate of \$50 if session is activated within the first six months of the term year or \$25 if the session is activated in the last six months of the term year. (See Article 3)

ARTICLE 5
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Chairman

Department Head

ATTEST:

David B Hooten, County Clerk

USER:

By: Mayor Matthew Dukes II

City Attorney Heather Poole

City Clerk Sara Hancock

Attest or Notary:



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 13, 2018

Subject: 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.

The Midwest City Police Department requests the Council to renew the current Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County. The purpose of this Agreement is to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail, under the custody of County officials. As compensation for this service the City agrees to pay the County Sheriff a rate of \$43.78 per day the inmate is held on behalf of the City.

The term of the Agreement is from July 1, 2018 to June 30, 2018, and may be renewed for successive one-year terms each to begin on July 1st of each year. Also, this Agreement would only be utilized if the Midwest City Police Department jail is at its maximum capacity of seventy (70) prisoners or more.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Jail Services Agreement

OKLAHOMA COUNTY- MIDWEST CITY JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1st day of July 2018, by and between the City of Midwest City, Oklahoma, an Oklahoma municipality (hereafter referred to as the “City”), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the “County”), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as “County Sheriff”).

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the provisions of 74 Oklahoma State Supp. 1994 §1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma State Statute Supp. 1995 §192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the County Sheriff or his designee shall have charge of the jail; and

WHEREAS, 19 Oklahoma State Statute Supp. 1994 §180.43 contemplates that the expenses for the feeding, care, housing and upkeep of City prisoners are to be paid from City of Midwest City funds received pursuant to this contract.

NOW THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

- 1. Term/Renewal.**
 - A. The term of this agreement shall commence on the 1st day of July 2018, at 12:01 a.m., and terminate at midnight on the 30th day of June 2019, unless the Parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.
 - B. This Agreement may be renewed between the City, County, and County Sheriff annually, beginning at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the Parties.

1. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.
2. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X §26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

2. No Separate Legal Entity.

No separate legal entity or organization shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A City prisoner shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions and/or any other person that is otherwise held solely at the request of the City police.
- B. A “Hold for State” prisoner shall be defined as a prisoner arrested by a City police officer with or without a warrant for any alleged violation of state law. “Hold for State” prisoners will become City prisoners when all state charges have been declined or disposed of and the prisoner is being held only for municipal charge(s), or municipal conviction(s).
- C. A prisoner day shall be defined as each calendar day that a City prisoner, as defined herein, is incarcerated in the Oklahoma County Jail.

4. Purpose.

The purpose of this Agreement is to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail, under the custody of County officials, and to otherwise coordinate booking and detention functions.

5. Financial Obligation of the City.

The financial obligations of the City under this Agreement shall be limited to “Compensation” as set out below.

6. Termination.

- A. This Agreement may be terminated by any Party for any reason, or for no reason, upon one hundred eighty (180) days written notice to the other Parties.

- B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

7. Compensation.

As compensation for the services set out below, the City agrees to pay the County Sheriff a rate of forty-three dollars and seventy-eight cents (\$43.78) per prisoner per day the inmate is held on behalf of the City, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of City prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of municipal ordinances of the City or otherwise held for City Police.

The County Sheriff agrees to prepare and submit to the City monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and charter requirements. The City agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

8. Services.

In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma State Statute Supp. 1995 §192, and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

- A. The County Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who are “City Prisoners” or “Hold for State” prisoners, as defined herein.
- B. The County Sheriff shall permit the law enforcement officers of the City and the City’s agents, in the pursuance of official duties, as approved by the Chief of Police of the City and the County Sheriff, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time the City assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.
- C. The County and County Sheriff shall allow the City access, at all times, to persons incarcerated pursuant solely to City ordinance violations and/or municipal convictions. The City assumes responsibility and liability for any and all prisoners or trustees upon their removal from the premises until such time as they are returned to the facility by the City.

D. The County Sheriff agrees to provide Oklahoma County Reserve Deputies, if available, to serve in the capacity of hospital guards for prisoners when admittance into a medical facility outside the jail is required. The City agrees to pay any costs incurred by the County and County Sheriff for Reserve Deputies serving as guards for City prisoners when so requested by the Midwest City Police Department.

9. Custody.

- A. For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon the City's presentation and the County's acceptance of the documentation required by County for booking of prisoners. For compensation purposes, the City's financial responsibility for City prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.
- B. The County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of "City Prisoners" and "Hold for State" prisoners, as defined herein.
- C. The County Sheriff shall coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances. All fines/ bonds will be posted with the Municipal Court Clerk or designee. The City will be responsible for authorization of all own recognizance bonds on City prisoners. Municipal authorities of the City shall coordinate with the County for the purposes of conducting video arraignments of prisoners on municipal charges.
- D. The County Sheriff agrees to release City prisoners within a reasonable time upon notification or authorization to release, unless special circumstances prevent release within that time whereupon the release shall be done as soon as possible. For compensation purposes, the City's financial responsibility ends at release and/or the date the County receives authorization from the City for release of City prisoner.

10. Medical Care.

The City will not present and/or transport any prisoner which is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the County Jail Facility's Booking In/ Receiving area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail.

Once the prisoner is in the custody of the County Sheriff, the County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the Federal and State standards and laws, City ordinances, or court orders applicable to the operations of the County Jail facility.

The County Sheriff agrees the compensation set out in paragraph 7 herein, included providing City prisoners with the same level of medical care and services provided County prisoners. The County Sheriff agrees to provide transportation and security for "Hold for State" prisoners requiring removal from the facility for emergency medical service. The County Sheriff shall also notify the designated contact person at the Midwest City Police Department when medical care is needed for a City prisoner at an outside medical care facility. The City agrees to provide transportation to and from medical facilities outside of the County Jail for any City prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means, including but not limited to ambulance transportation, as the prisoner's medical condition requires.

Nothing in this agreement shall limit the ability of the County Sheriff to collect the statutorily allowed fees for medical services as set forth in 19 Oklahoma State Statute Supp. 2003 § 531.

In the event that a City prisoner requires medical services/treatment off-site, City will be liable for any such expenses incurred including any transportation costs. City further agrees that it is the party primarily responsible for paying any such medical and related expenses and agree to hold County harmless and indemnify the County for any and all such expenses.

11. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statutes 1991 Supp. §§ 151-172, inclusive last amended. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

12. Notices.

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City, County, and County Sheriff at the following addresses:

If to City: Mayor, City of Midwest City
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

and to

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

If to County: Chairman of the Board of Commissioners
Oklahoma County, Oklahoma
320 Robert S. Kerr Avenue, Room 101
Oklahoma City, Oklahoma 73102;

and to

Sheriff of Oklahoma County
201 North Shartel Avenue
Oklahoma City, Oklahoma 73102

13. Fiscal limitations.

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

14. Non-Assignable.

This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

15. Severable.

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

16. Laws and Regulations.

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of 74 Oklahoma State Statute Supp. 1995 §192, pertaining to minimum standards for jails shall specifically apply.

17. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

18. Inspections.

The County Sheriff shall make available upon request any and all inspection reports concerning the County Jail to the Chief of Police and City Manager of the City or their designees, in a timely manner. This provision does not intend, suggest or create any liability and/or indicate the City has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.

19. Security.

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premises. Information belonging to the County or County Sheriff will be safeguarded by the City to the same extent as the City safeguards their information of like kind relating to its own operation, subject to disclosures required by law.

20. Transportation of City Prisoners.

The City hereby agrees to assume responsibility for the transportation of City prisoners to all municipal court appearances and shall hereby coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances.

21. Amendments.

Any amendments to this Agreement must be in writing and approved by the parties.

22. Complete Agreement.

This Agreement is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.

IN WITNESS HEREOF, THE Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

The Board of County Commissioners of Oklahoma County, Oklahoma

By _____ Date _____
Chairperson

Attest:

County Clerk

P.D. Taylor, Sheriff Date _____

Witness

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

Assistant District Attorney

The City of Midwest City

By _____ Date _____
Mayor, City of Midwest City

City Clerk, City of Midwest City

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

Municipal Counselor, City of Midwest City



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 13, 2018

Subject: 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.

On October 11, 2018 received notice that Ms. Margie Humdy has resigned from the Midwest City Tree Board and Ms. Susan Boules has been nominated as replacement appointment for a three-year term to the Midwest City Tree Board.

Ms. Susan Boules is a ward 4 appointment.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT –
BUILDING INSPECTION DIVISION

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : November 13, 2018

SUBJECT : Discussion and consideration of the appointment of Steve Foster to the Plumbing, Gas and Mechanical Board for a three-year term.

Discussion and consideration of the appointment of Steve Foster to replace a vacancy left on the Plumbing, Gas and Mechanical Board by the passing of Keith Mikeman. Steve began his career in plumbing and mechanical work in 1968. Steve obtained his plumbing journeymen license in 1972 and plumbing contractor's license with a natural gas endorsement in 1974. He started his company, S & S Plumbing in 1986 and is a long time resident of the Del City and Midwest City area.

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

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

Gary Perkins (expires 4/09/19)
Dale Milburn (expires 4/09/19)
Travis Jerigan (expires 4/09/19)
Steve Franks (expires 3/13/21)
Jerry White (expires 3/13/21)

Action is at the discretion of the Council.


Billy Harless, AICP
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : November 13, 2018

SUBJECT : Discussion and consideration of appointing Mr. Ed Schratwieser to fill the unexpired term of Mr. Rick Allison on the Traffic and Safety Commission.

Due to Rick Allison's recent passing, a replacement is needed on the Traffic and Safety Commission to complete his term which expires September 20, 2020.

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

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

Nancy Rice (appointment expires 6/9/20)
Cy Valanejad (appointment expires 9/20/20)
Kenny Stephenson (appointment expires 3/12/19)
Nick Timme (appointment expires 3/12/19)
Cindy Bullen (appointment expires 6/9/20)
Gary Bachman (appointment expires 3/12/19)
Vacant (appointment expires 9/20/20)

Action is at the discretion of the Council.

Billy Harless
Community Development Director

BH:lkb



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

To: Honorable Mayor and City Council

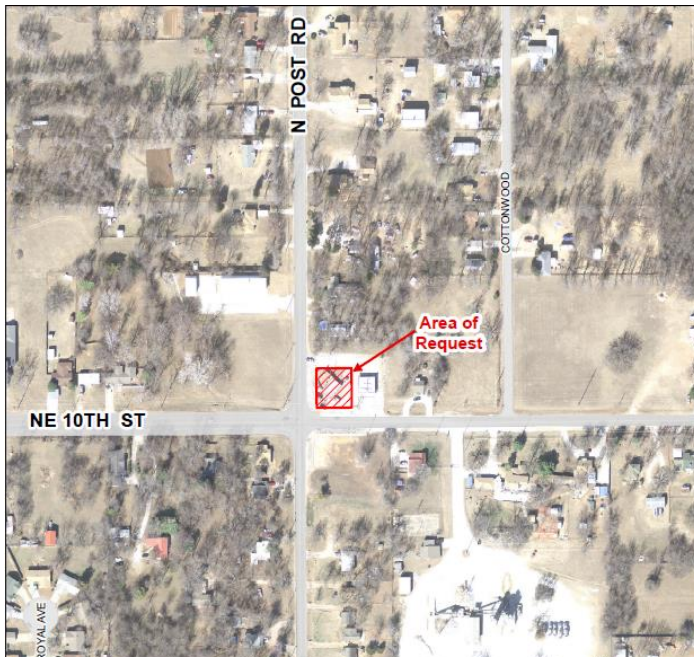
From: Billy Harless, Community Development Director

Date: November 13, 2018

Subject: (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.

Executive Summary

This is a request to rezone a single parcel to C-3, Community Commercial District, to bring the current use of a gas station into compliance. The gas station has been considered a legal nonconforming use for many years. The new Oklahoma liquor laws that recently went into effect require that businesses selling beer, wine or alcohol be zoned appropriately. In order for the gas station to obtain their new ABLE license, the property must be in compliance with current zoning code. The Comprehensive Plan identifies this parcel as commercial so no amendment to the Future Land Use Plan Map is necessary. Staff recommends approval.



Dates of Hearing: Planning Commission – November 6, 2018
City Council – November 13, 2018

Owner/Applicant: Qudisia Bano/Kashif Murtaza

Proposed Use: Convenience Sales and Personal Services, Gasoline Sales: Restricted

Size: The area of request has a frontage along NE 10th St. of 80' and a frontage along N Post Rd. of 90', containing an area of approximately 7200 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – COM, Commercial
North and East – LDR, Low Density Residential
West – OR, Office/Retail
South – COM, Commercial

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, East and South – R-6, Single Family Detached Residential
West – C-3, Community Commercial

Land Use:

Area of Request – gas station
North – single family residences
East – Commercial business
South and West – Vacant

Municipal Code Citation:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

History:

1. This area has not been subdivided.
2. This area was zoned single family residential with the adoption of the 1985 and the 2010 Zoning Ordinances.

Staff Comments:

Fire Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Engineering Comments:

Note: No engineering improvements are required with this application.

Planning Comments:

This is a request to rezone a single parcel to C-3, Community Commercial District, to bring the current use of a gas station into compliance. The gas station was considered a legal nonconforming use until the new liquor law of 2018 went into effect. In order for the gas station to obtain their new alcohol license, the property must be in compliance with current zoning code.

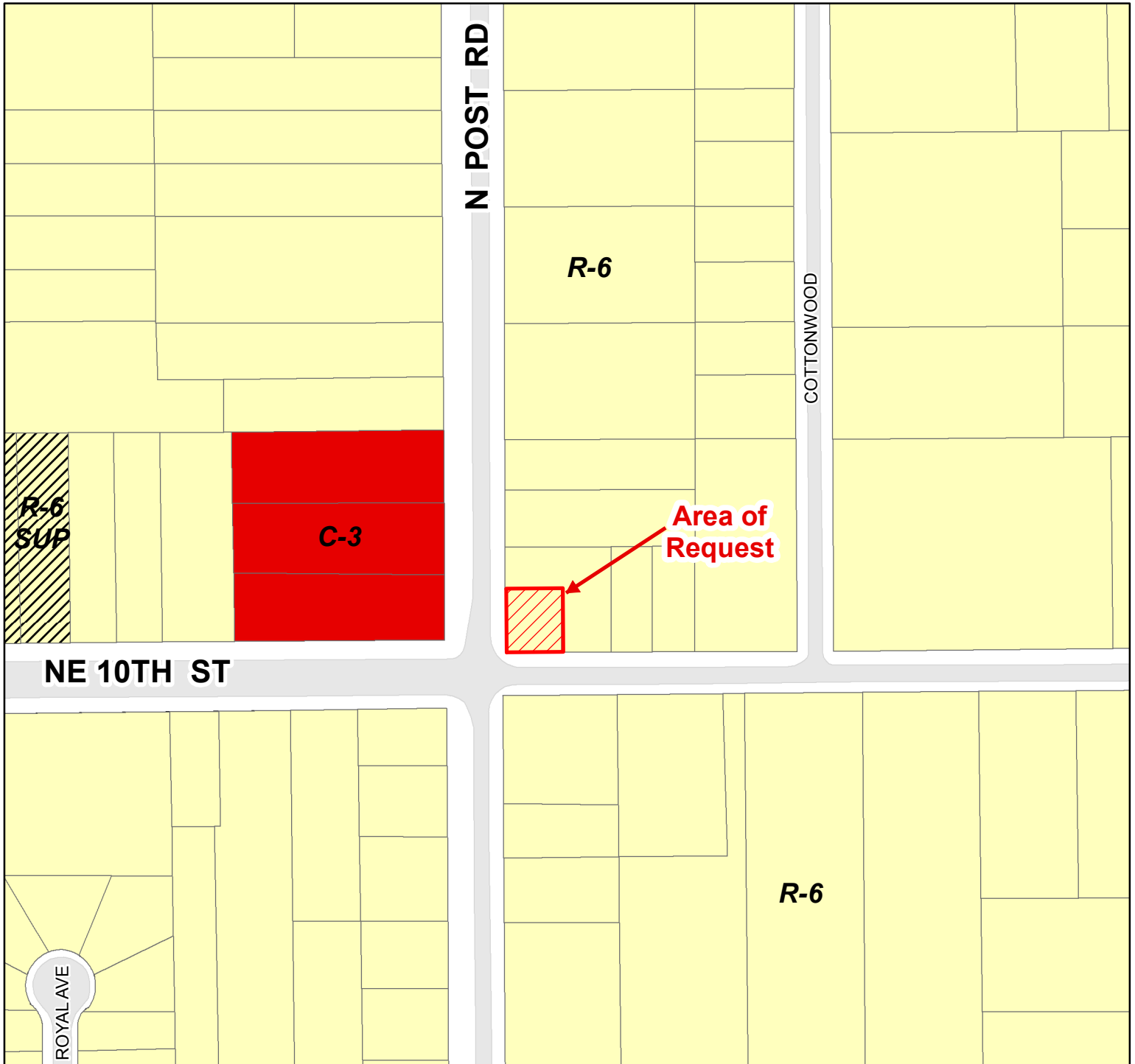
Staff recommends approval subject to the comments noted within this report.

Action Required: Approve or reject the ordinance to rezone to C-3, Community Commercial District, for the property as noted herein, subject to the staff comments and recommendations as found in the November 13, 2018, agenda packet, and as noted in PC – 1981 file.

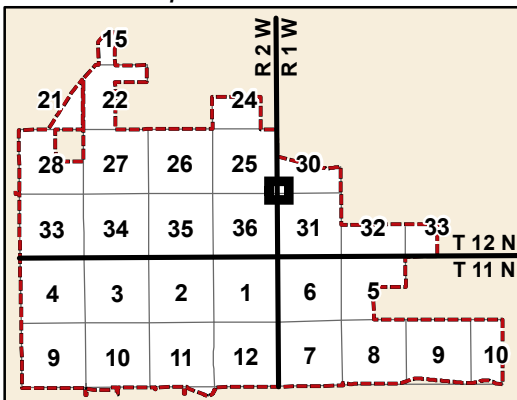
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

LG



Locator Map



Current Zoning Legend

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

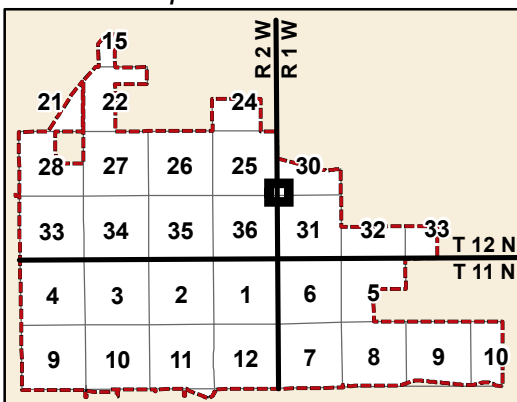
**ZONING MAP FOR
PC-1981
(SW/4, Sec. 30, T12N, R1W)**



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



**2017 DOP (AERIAL) VIEW FOR
PC-1981
(SW/4, Sec. 30, T12N, R1W)**



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

1 **PC-1981**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO C-3, COMMUNITY COMMERCIAL, AND**
5 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to C-3, Community Commercial, subject to the conditions contained in the PC-1981 file, and that
the official Zoning District Map shall be amended to reflect the reclassification of the property’s
zoning district as specified in this ordinance:

12 A part of Lot 4, of the SW/4 of Section 30, T-12-N, R-1-W of the Indian Meridian, Okla-
13 homa County, Oklahoma, more particularly described as follows: Beginning at a point
14 which is 33 feet East and 33 feet North of the Southwest Corner of said SW/4; Thence
15 East and parallel with the South line of said Quarter Section a distance of 80 feet to a
point; Thence North a distance of 90 feet to a point; Thence West and parallel with the
16 South line of said Quarter Section a distance of 80 feet to a point; Thence South a dis-
tance of 90 feet to the Point of Beginning.

17 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
by repealed.

18 SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
tions of the ordinance.

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2017.

22 THE CITY OF MIDWEST CITY, OKLA-
23 HOMA

24 _____
25 MATTHEW D. DUKES II, Mayor
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ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1204
Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: November 13, 2018

SUBJECT: Discussion and consideration of a presentation by Association of Central Oklahoma Governments (ACOG) regarding an update on the Regional Transit Authority (RTA) Trust Indenture.

Mayor Dukes, the Midwest City representative for the RTA, has asked ACOG to come and give the Midwest City Council an update on the Task Force Trust Indenture.

No action is necessary.

J. GUY HENSON
City Manager

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.

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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]

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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.

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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 _____, OKLAHOMA
AUTHORIZING EXECUTION OF THE TRUST AGREEMENT AND INDENTURE OF THE REGIONAL
TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA**

WHEREAS, the City of _____, 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.

Mayor

Attest:

City Clerk

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

City Attorney



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: November 13, 2018

SUBJECT: 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.

Per Charter, Article I, Section 10: The city council shall hold at least one (1) regular meeting each month at the Municipal Building at a date and hour to be set by ordinance or resolution.

The attached ordinance would change the Council meeting time from being held at or after 7:00 p.m. to at or after 6:00 p.m. per the Council's request.

The ordinances effective date will be sufficient to meet the requirements of the Oklahoma Open Meeting Act, Title 25 O.S. Section 311 (A), which requires all public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time and place of the regularly schedule meetings of such public bodies for the following calendar year.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: November 13, 2018

SUBJECT: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 8, Animals and Fowl, Article III, Domestic Animals Other Than Dogs and Cats, Section 8-42, Area, Enclosure, Location for Large Animals, Except Swine; Section 8-43, Area, Enclosure, Location for Small Animals Except Dogs and Cats; Section 8-66, Required; Application Generally; Section 8-69, Approval Prerequisite; 8-72, Medical Laboratories, Educational Institutions, Veterinary Hospitals exempted from distanced and permit requirements; and providing for repealer and severability.

A request was made by Councilman Sean Reed to amend the above ordinance in different sections that would address the number of large animals and small animals, except dogs and cats, a resident can have based on the parcel of land size and also establish boundary minimums in relation to exteriors of churches, businesses and residential structures other than that of the owner. Furthermore, it establishes a minimum for proper shelter regarding large animals. It also allows that a permit can be obtained online from the city clerk, establishes a fee of \$100.00 for said permit and sets expiration/renewable dates. Additionally, there is only verbiage change in the title under Section 8-69 and the amended ordinance exempts medical laboratories, education institutions, veterinary hospitals permit exemptions.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Ordinance Change

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 8, ANIMALS AND FOWL, ARTICLE III, DOMESTIC ANIMALS OTHER THAN DOGS AND CATS, SECTION 8-42, AREA, ENCLOSURE, LOCATION FOR LARGE ANIMALS, EXCEPT SWINE; SECTION 8-43, AREA, ENCLOSURE, LOCATION FOR SMALL ANIMALS EXCEPT DOGS AND CATS; SECTION 8-66, REQUIRED; APPLICATION GENERALLY; SECTION 8-69, APPROVAL PREREQUISITE; 8-72, MEDICAL LABORATORIES, EDUCATIONAL INSTITUTIONS, VETERINARY HOSPITALS EXEMPTED FROM DISTANCE AND PERMIT REQUIREMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY

BE IT ORDAINED BY THE CITY OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 8, Animals and Fowl, Article III, Domestic Animals Other Than Dogs and Cats, Section 8-42, 8-43, 8-66, 8-69, and 8-72 are hereby amended to read as follows:

A. Section 8-42. – Area, enclosure, location for large animals, except swine.

Horses, mules, donkeys, goats, sheep, cattle and other similar size large animals, except swine, may not be kept on any parcel of land containing a net area of less than ~~one (1)~~ three (3) acres in size. ~~For those parcels with a net area of one (1), two (2), or three (3) net acres, a maximum of two (2) large animals per whole net acre may be kept. No more than two (2) large animals may be kept per full acre up to three (3) net acres. An additional large animal may be kept for each additional one-fifth quarter (1/4) acre above three (3) acres. The area of enclosure within the requisite total acreage owned shall be a minimum of five thousand (5,000) square feet for the first large animal, plus an additional two thousand (2,000) square feet for each additional large animal per animal. The boundaries of the area of enclosure shall be a minimum of seventy five (75) one hundred (100) feet from the exterior of a church, business, school or residence-residential structure other than that of the owner. Proper shelter to include at minimum, 3 sides and a roof must be provided and of sufficient size to allow for all large animals on the property to escape the elements. If a landowner procures acreage that consists of more than one postal address, each address is considered a separate plot of land and must meet the requirements set forth in this ordinance; whether or not such land is joined by fences or other means of containment.~~

B. Section 8-43 – Area, enclosure location for small animals, except dogs and cats.

- (a) Ducks, geese, chickens, hamsters, chinchillas, guineas, pigeons and other similar size small animals or fowl, except dogs and cats, or any combination of ~~twelve (12)~~ six (6) or more such animals or fowl may not be kept on any parcel of land ~~containing less than two thousand (2,000) square feet in area; provided twelve (12) or fewer additional small animals or fowl may be quartered for each additional one thousand (1,000)~~

1 square feet of area in excess of the first two thousand (2,000) feet less than one (1)
2 acre. Such small animals or fowl shall be confined in an enclosure that prevents free
3 roam of the small animals on any property, including that of the owner. provided such
4 enclosure ~~Enclosure must prevent~~ the small animals or fowl from being quartered
5 within ~~forty (40)~~ one hundred (100) feet of the exterior limits of a church, school,
6 business or ~~residence~~ residential structure other than that of the owner. Proper shelter
7 to include at minimum, 3 sides and a roof must be provided and of sufficient size to
8 allow for all small animals on the property to escape the elements. Proper shelter to
9 include at minimum, 3 sides and a roof must be provided and of sufficient size to al-
10 low for all large animals on the property to escape the elements.

- 11
- 12 (b) It is unlawful for any person to confine any wild or domestic fowl or birds, unless
13 provisions are made by each person for the proper feeding and the furnishing of water
14 to such fowl or birds at intervals not longer than twelve (12) hours. No person shall
15 impound any wild or domestic fowl or birds in a crate box or other enclosure, which
16 crate box or other enclosure does not permit each fowl or birds impounded therein to
17 stand in a naturally erect position and make normal postural adjustments.

18

19 **C. Section 8-66. – Required; application generally.**

- 20 (a) A permit as hereinafter referred to is required to be had as a prerequisite to the keep-
21 ing, owning, maintaining, using or having in possession any horses, mules, donkeys,
22 cattle, goats, swine, sheep or other similar large size animals or any turkeys, geese,
23 ducks, guineas, rabbits, chinchillas, pigeons or other domestic fowl, or similar size
24 small animals excluding dogs and cats.
- 25 (b) A permit as required by subsection (a) may be obtained from the city clerk by written
26 or online application and compliance with the sanitary requirements as set forth in
27 this chapter. A fee in the amount of \$100 (one hundred dollars) per calendar year
28 shall be assessed by the City of Midwest City for maintaining this permit and is not
29 refundable whole or in-part for any reason.
- 30 (c) Such permits shall expire on the ~~thirtieth day~~ thirty-first (31 st) day of December
~~April~~ of each year and be renewable on the first (1st) day of January ~~May~~ of each
year. There shall be a grace period, not to exceed 30 days for the renewal of permits.
The owner shall present certificates or affidavits of vaccination as required.

31

32 **D. Section 8-69. – ~~Health approval prerequisite~~ Approval prerequisite.**

33 No permit required by this article shall be issued without the prior approval of the
34 city manager or his designee.

35

36 **E. Section 8-72. – Medical laboratories, educational institutions, veterinary hospitals**
37 **exempted from distance and permit requirements.**

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2 Where the application is for the keeping of animals or poultry within the limited number
3 herein set forth, in medical laboratories or educational institutions for medical research, or
4 in veterinary hospitals for treating, they shall be kept under the same conditions prescribed
5 by the health officer for such limited purposes without the necessity of compliance with the
6 distance or permit requirements herein otherwise set forth.

7
8 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
9 repealed.

10
11 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for
12 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
13 the ordinance.

14
15 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on
16 the ____ day of _____, 20__.

17
18 THE CITY OF MIDWEST CITY, OKLAHOMA

19
20 _____
21 MATTHEW D. DUKES, II, Mayor

22
23 ATTEST:

24
25 _____
26 SARA HANCOCK, City Clerk

27
28 APPROVED as to form and legality this ____ day of _____, 20__.

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30 _____
HEATHER POOLE, City Attorney

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 8, ANIMALS AND FOWL, ARTICLE III, DOMESTIC ANIMALS OTHER THAN DOGS AND CATS, SECTION 8-42, AREA, ENCLOSURE, LOCATION FOR LARGE ANIMALS, EXCEPT SWINE AND; SECTION 8-43, AREA, ENCLOSURE, LOCATION FOR SMALL ANIMALS EXCEPT DOGS AND CATS; SECTION 8-66, REQUIRED; APPLICATION GENERALLY; SECTION 8-69, APPROVAL PREREQUISITE; 8-72, MEDICAL LABORATORIES, EDUCATIONAL INSTITUTIONS, VETERINARY HOSPITALS EXEMPTED FROM DISTANCE AND PERMIT REQUIREMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY

BE IT ORDAINED BY THE CITY OF THE CITY OF MIDWEST CITY, OKLAHOMA:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 8, Animals and Fowl, Article III, Domestic Animals Other Than Dogs and Cats, Section 8-42, 8-43, 8-66, 8-69, and 8-72 are hereby amended to read as follows:

A. Section 8-42. – Area, enclosure, location for large animals, except swine.

Horses, mules, donkeys, goats, sheep, cattle and other similar size large animals, except swine, may not be kept on any parcel of land containing a net area of less than three (3) acres in size. No more than two (2) large animals may be kept per full acre up to three (3) net acres. An additional large animal may be kept for each additional one-quarter (1/4) acre above three (3) acres. The area of enclosure within the requisite total acreage owned shall be a minimum of five thousand (5,000) square feet per animal. The boundaries of the area of enclosure shall be a minimum of one hundred (100) feet from the exterior of a church, business, school or residential structure other than that of the owner. Proper shelter to include at minimum, 3 sides and a roof must be provided and of sufficient size to allow for all large animals on the property to escape the elements. If a landowner procures acreage that consists of more than one postal address, each address is considered a separate plot of land and must meet the requirements set forth in this ordinance; whether or not such land is joined by fences or other means of containment.

B. Section 8-43 – Area, enclosure location for small animals, except dogs and cats.

- (a) Ducks, geese, chickens, hamsters, chinchillas, guineas, pigeons and other similar size small animals or fowl, except dogs and cats, or any combination of six (6) or more such animals or fowl may not be kept on any parcel of land less than one (1) acre. Such small animals or fowl shall be confined in an enclosure that prevents free roam of the small animals on any property, including that of the owner. Enclosure must prevent the small animals or fowl from being quartered within one hundred (100) feet of the exterior limits of a church, school, business or residential structure other than that of the owner. Proper shelter to include at minimum, 3 sides and a roof must be

1 provided and of sufficient size to allow for all small animals on the property to escape
2 the elements. Proper shelter to include at minimum, 3 sides and a roof must be pro-
3 vided and of sufficient size to allow for all large animals on the property to escape the
4 elements.

- 4 (b) It is unlawful for any person to confine any wild or domestic fowl or birds, unless
5 provisions are made by each person for the proper feeding and the furnishing of water
6 to such fowl or birds at intervals not longer than twelve (12) hours. No person shall
7 impound any wild or domestic fowl or birds in a crate box or other enclosure, which
8 crate box or other enclosure does not permit each fowl or birds impounded therein to
9 stand in a naturally erect position and make normal postural adjustments.

8 **C. Section 8-66. – Required; application generally.**

- 9 (a) A permit as hereinafter referred to is required to be had as a prerequisite to the keep-
10 ing, owning, maintaining, using or having in possession any horses, mules, donkeys,
11 cattle, goats, swine, sheep or other similar large size animals or any turkeys, geese,
12 ducks, guineas, rabbits, chinchillas, pigeons or other domestic fowl, or similar size
13 small animals excluding dogs and cats.
14 (b) A permit as required by subsection (a) may be obtained from the city clerk by written
15 or online application and compliance with the sanitary requirements as set forth in
16 this chapter. A fee in the amount of \$100 (one hundred dollars) per calendar year
17 shall be assessed by the City of Midwest City for maintaining this permit and is not
18 refundable whole or in-part for any reason.
19 (c) Such permits shall expire on the thirty-first (31 st) day of December of each year and
20 be renewable on the first (1st) day of January of each year. There shall be a grace pe-
21 riod, not to exceed 30 days for the renewal of permits. The owner shall present cer-
22 tificates or affidavits of vaccination as required.

19 **D. Section 8-69. – Approval prerequisite.**

20 No permit required by this article shall be issued without the prior approval of the
21 city manager or his designee.

23 **E. Section 8-72. – Medical laboratories, educational institutions, veterinary hospitals
24 exempted from distance and permit requirements.**

25 Where the application is for the keeping of animals or poultry within the limited number
26 herein set forth, in medical laboratories or educational institutions for medical research, or
27 in veterinary hospitals for treating, they shall be kept under the same conditions prescribed

1 by the health officer for such limited purposes without the necessity of compliance with the
2 distance or permit requirements herein otherwise set forth.

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

5 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for
6 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
7 the ordinance.

8 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on
9 the ____ day of _____, 20__.

10 THE CITY OF MIDWEST CITY, OKLAHOMA

11 _____
12 MATTHEW D. DUKES, II, Mayor

13 ATTEST:

14 _____
15 SARA HANCOCK, City Clerk


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


17 _____
18 HEATHER POOLE, City Attorney




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 13, 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 meetings of October 23, 2018 as submitted. (City Clerk - S. Hancock)
 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. (Finance - C. Barron)
 3. Discussion and consideration of declaring twelve (12) 2012 model electric-powered golf cars surplus and authorizing their disposal by trade-in. (Public Works - V. Sullivan)
- 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

October 23, 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 6:26 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for October 23, 2018. The Trustees had no questions regarding the agenda.

Chairman Dukes adjourned the meeting at 6:26 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

October 23, 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 7:55 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion Items.

- 1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of October 9, 2018 as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.
- 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending September 30th, 2018.** Eads made a motion to accept the report, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

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

ADJOURNMENT. There being no further business, Chairman Dukes closed the meeting at 7:56 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

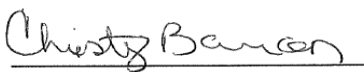
TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: November 13, 2018

Subject: 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.

The supplements are needed to budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018.



Christy Barron
Finance Director

SUPPLEMENTS
November 13, 2018

Fund CAPITAL DRAINAGE IMPROVEMENTS (060)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			4,259	
		<u>0</u>	<u>0</u>	<u>4,259</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater			4,744	
		<u>0</u>	<u>0</u>	<u>4,744</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			10,635	
		<u>0</u>	<u>0</u>	<u>10,635</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS
November 13, 2018

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			18,298	
		<u>0</u>	<u>0</u>	<u>18,298</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			30,248	
		<u>0</u>	<u>0</u>	<u>30,248</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Sewer			43,364	
		<u>0</u>	<u>0</u>	<u>43,364</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.

SUPPLEMENTS

November 13, 2018

Fund GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	John Conrad Regional Golf			9,269	
48	Municipal Golf			4,165	
		<u>0</u>	<u>0</u>	<u>13,434</u>	<u>0</u>

Explanation:
 To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.



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

MEMO

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority
FROM: Vaughn K. Sullivan, Public Works Director
DATE: November 13, 2018
SUBJECT: Discussion and consideration of declaring twelve (12) 2012 model electric-powered golf cars surplus and authorizing their disposal by trade-in.

The follow list of golf carts have outlived their useful life and have no other uses within the city. City staff is requesting that they be declared surplus for trade-in on new carts.

- | | | |
|---------------|------------|-----------------|
| 1) Unit #101 | 2012 model | serial #2771346 |
| 2) Unit #102 | 2012 model | serial #2771351 |
| 3) Unit #104 | 2012 model | serial #2771361 |
| 4) Unit #105 | 2012 model | serial #2771368 |
| 5) Unit #107 | 2012 model | serial #2771505 |
| 6) Unit #108 | 2012 model | serial #2771506 |
| 7) Unit #110 | 2012 model | serial #2771511 |
| 8) Unit #112 | 2012 model | serial #2771532 |
| 9) Unit #113 | 2012 model | serial #2771544 |
| 10) Unit #115 | 2012 model | serial #2771554 |
| 11) Unit #207 | 2012 model | serial #2826441 |
| 12) Unit #209 | 2012 model | serial #2826446 |

Vaughn K. Sullivan
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 13, 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 October 23, 2018, as submitted. (City Clerk - S. Hancock)
 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. (Hospital Authority - G. Henson)
 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. (Finance - C. Barron)
- 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.

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

October 23, 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 6:26 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for October 23, 2018. The Trustees had no questions regarding the individual agenda items.

Chairman Dukes adjourned the meeting at 6:27 PM.

ATTEST:

MATTHEW D. Dukes II, Chairman

SARA HANCOCK, Secretary



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Minutes

October 23, 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 7:57 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

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

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of October 9, 2018, as submitted.
2. Discussion and consideration of approving the First Amendment to the Sooner Rose Phase III Development Financing Assistance Agreement with Allison's Fun, Inc.

DISCUSSION ITEM.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action taken.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:58 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority
100 Nm1h Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208 www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: J. Guy Henson, General Manager/Administrator

Date: November 13, 2018

Subject: 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.

Jim Garrels, President, Fiduciary Capital Advisors, will be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

**MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
INVESTMENT PERFORMANCE REVIEW
PERIODS ENDING
SEPTEMBER 30, 2018**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
COMPOSITE VS. POLICY PORTFOLIO
PERIODS ENDING 9-30-18**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	5.51	32	8.39	36	13.97	31	13.17	21
Policy Portfolio*	5.86	25	7.79	43	12.91	39	11.80	39

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	9.93	18	9.23	30	7.79	25	7.93	26
Policy Portfolio*	9.07	32	8.67	44	7.27	39	7.47	38

* 75% S&P 500, 15% BARCLAYS CAPITAL AGG, 10% 90-day U.S. T-bill

This report is based on information we believe to be reliable but can in no way guarantee as to its accuracy or completeness. Past performance is no guarantee of future results.

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERCENTILE RANKS
PERIODS ENDING 9-30-18**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Total Equity	7.40	28	11.59	32	19.25	28	17.88	21	13.87	17	11.86	36	8.17	65
Active - Equity	6.95	35	13.27	26	21.50	22	19.03	13	14.20	14	11.64	41	7.63	78
Passive - Equity	7.71	21	10.55	38	17.90	33	17.28	25	13.81	17	12.04	32	8.50	53
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	11.97	33	8.52	53
Vs. 100% Fixed Income Universe														
Total Fixed Income	-0.04	80	-1.56	76	-1.26	76	1.21	70	2.10	48	3.63	52	4.92	28
Passive - Fixed	0.05	74	-1.56	76	-1.16	73	1.38	64	2.26	44	3.87	49	4.94	28
BBC Aggregate	0.02	76	-1.60	77	-1.22	74	1.31	67	2.16	47	3.77	51	4.94	28
BBC G/C	0.06	73	-1.85	86	-1.37	80	1.45	61	2.23	45	3.95	47	4.99	25
90 Day US T-Bill	0.50	44	1.29	19	1.57	20	0.80	82	0.49	94	0.32	99	2.11	99
Total Cash	0.49	--	1.29	--	1.61	--	*1.53	(6/30/17)						
BlackRock Shrt Tm Inv Fnd	0.56	--	1.50	--	1.87	--	*1.77	(6/30/17)						
Federated MMF	0.45	--	1.16	--	1.40	--	*1.29	(6/30/17)						
90 Day US T-Bill	0.50	--	1.29	--	1.57	--	*1.57	(6/30/17)						
Average U.S. MMF (Morningstar)	0.36	--	0.92	--	1.09	--	*1.10	(6/30/17)						

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 9-30-18**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Growth Funds														
Harbor Capital Appreciation	6.71	39	18.39	13	26.94	10	20.03	9	16.92	3	*18.77	*4	(12/31/12)	--
T. Rowe Price New America	7.21	31	18.32	13	26.73	11	21.25	5	16.43	4	*18.46	*4	(12/31/12)	--
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	*15.61	*23	(12/31/12)	--
Vs. 100% Equity Universe														
Vanguard Mid Cap Growth	8.20	15	17.91	14	24.95	14	13.98	67	11.70	43	12.56	22	*9.98	*21 (12/03)
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	11.97	33	*8.97	*46 (12/03)
PrimeCap Odyssey Agg. Growth	7.97	18	17.35	15	30.35	5	24.77	1	17.95	1	*23.13	*1	(12/31/12)	--
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	*15.61	*23	(12/31/12)	--
Vs. 100% Equity Universe														
Value Funds														
Dodge & Cox Stock	6.49	42	7.51	58	13.70	57	17.28	25	12.71	30	*17.55	*16	(9/30/11)	--
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	*16.91	*24	(9/30/11)	--
Vanguard Equity Income	5.34	57	4.10	79	10.70	74	14.89	54	11.64	44	*13.51	*56	(12/31/12)	--
S&P 500	7.71	21	10.56	38	17.91	33	17.31	25	13.95	16	*15.61	*23	(12/31/12)	--

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 9-30-18
UNIVERSES BETA ADJUSTED

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
Harbor Capital Appreciation	6.71	73	18.39	42	26.94	38	20.03	32	16.92	14	*18.77	*15	(12/31/12)	--
Russell 1000 Growth	9.17	17	17.09	53	26.30	42	20.55	25	16.58	19	*18.11	*26	(12/31/12)	--
Average Large Cap Growth	7.41	59	14.41	71	21.65	70	17.09	77	13.42	75	*15.49	*79	(12/31/12)	--
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
T. Rowe Price New America	7.21	63	18.32	42	26.73	39	21.25	17	16.43	22	*18.46	*19	(12/31/12)	--
Russell 1000 Growth	9.17	17	17.09	53	26.30	42	20.55	25	16.58	19	*18.11	*26	(12/31/12)	--
Average Large Cap Growth	7.41	59	14.41	71	21.65	70	17.09	77	13.42	75	*15.49	*79	(12/31/12)	--
Vs. 100% Mid Cap Growth Universe (Mid-Beta)														
Vanguard Mid Cap Growth	8.20	30	17.91	40	24.95	34	13.98	93	11.70	55	12.56	44	*9.98	*53 (12/03)
Russell Mid Growth	7.57	38	13.38	62	21.10	51	16.65	67	13.00	24	13.46	24	*10.44	*33 (12/03)
Average Mid Cap Growth	6.48	49	16.95	43	22.76	47	17.76	52	11.66	55	12.37	52	*9.93	*55 (12/03)
Vs. 100% Mid Cap Growth Universe (Hi-Beta)														
PrimeCap Odyssey Agg. Growth	7.97	35	17.35	64	30.35	24	24.77	6	17.95	1	*23.13	*1	(12/31/12)	--
Russell Mid Growth	7.57	40	13.38	80	21.10	72	16.65	74	13.00	28	*15.69	*44	(12/31/12)	--
Average Mid Cap Growth	6.48	58	16.95	67	22.76	67	17.76	56	11.66	58	*15.02	*55	(12/31/12)	--
Vs. 100% Large Cap Value Universe (Hi-Beta)														
Dodge & Cox Stock	6.49	30	7.51	26	13.70	31	17.28	5	12.71	15	*17.55	*5	(9/30/11)	--
Russell 1000 Value	5.70	45	3.92	63	9.45	72	13.55	62	10.72	51	*15.02	*53	(9/30/11)	--
Average Large Cap Value	5.47	48	5.45	42	11.78	53	13.68	61	10.57	51	*14.52	*66	(9/30/11)	--
Vs. 100% Large Cap Value Universe (Lo-Beta)														
Vanguard Equity Income	5.34	46	4.10	62	10.70	54	14.89	16	11.64	18	*13.51	*20	(12/31/12)	--
Russell 1000 Value	5.70	37	3.92	64	9.45	66	13.55	40	10.72	34	*12.86	*35	(12/31/12)	--
Average Large Cap Value	5.47	42	5.45	47	11.78	45	13.68	37	10.57	40	*12.84	*36	(12/31/12)	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDING 9-30-18**

MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	0.19	0.29	0.21	0.13	0.11
Beta	0.82	0.95	1.03	1.00	1.00
R - squared	0.97	0.93	0.98	0.99	0.98
STD for Composite	4.20	3.64	5.91	11.44	11.47
STD for Policy Portfolio*	5.04	3.72	5.69	11.37	11.38

* 75% S&P 500, 15% BARCLAYS CAPITAL AGG, 10% 90-day U.S. T-bill

MIDWEST CITY COMPOSITE VS. S&P 500

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-0.74	-0.89	-0.97	-0.77	-0.38
Beta	0.63	0.72	0.80	0.73	0.70
R - squared	0.98	0.87	0.93	0.96	0.95
STD for Composite	4.20	3.64	5.91	11.44	11.47
STD for S&P 500	6.59	4.75	7.07	15.29	16.09

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 9-30-18**

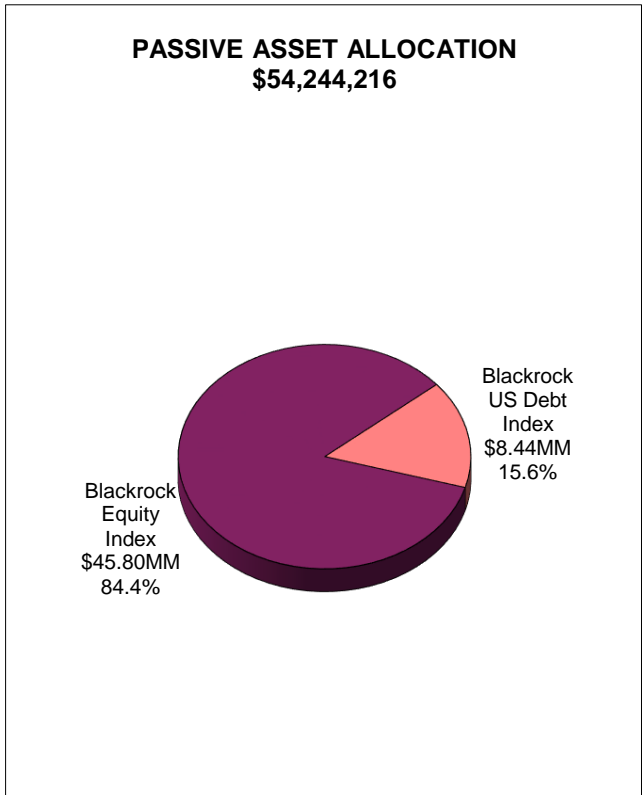
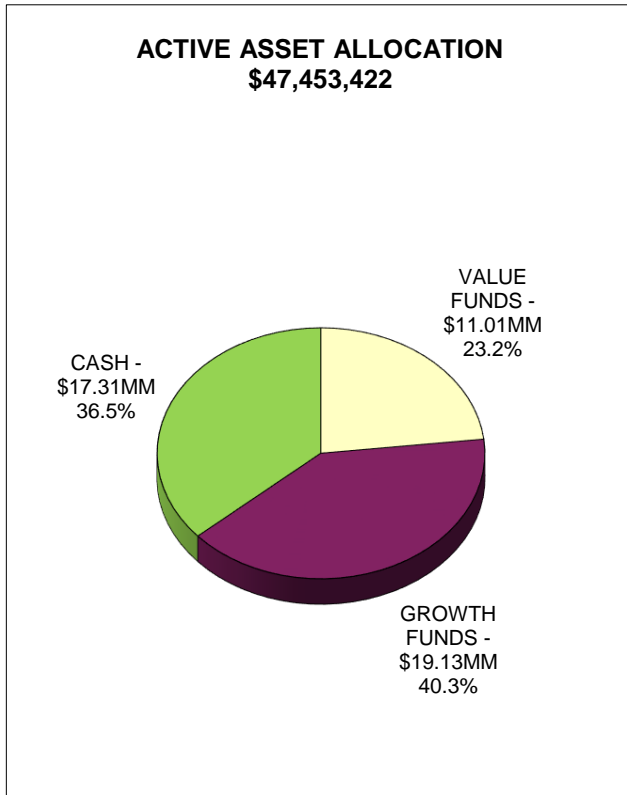
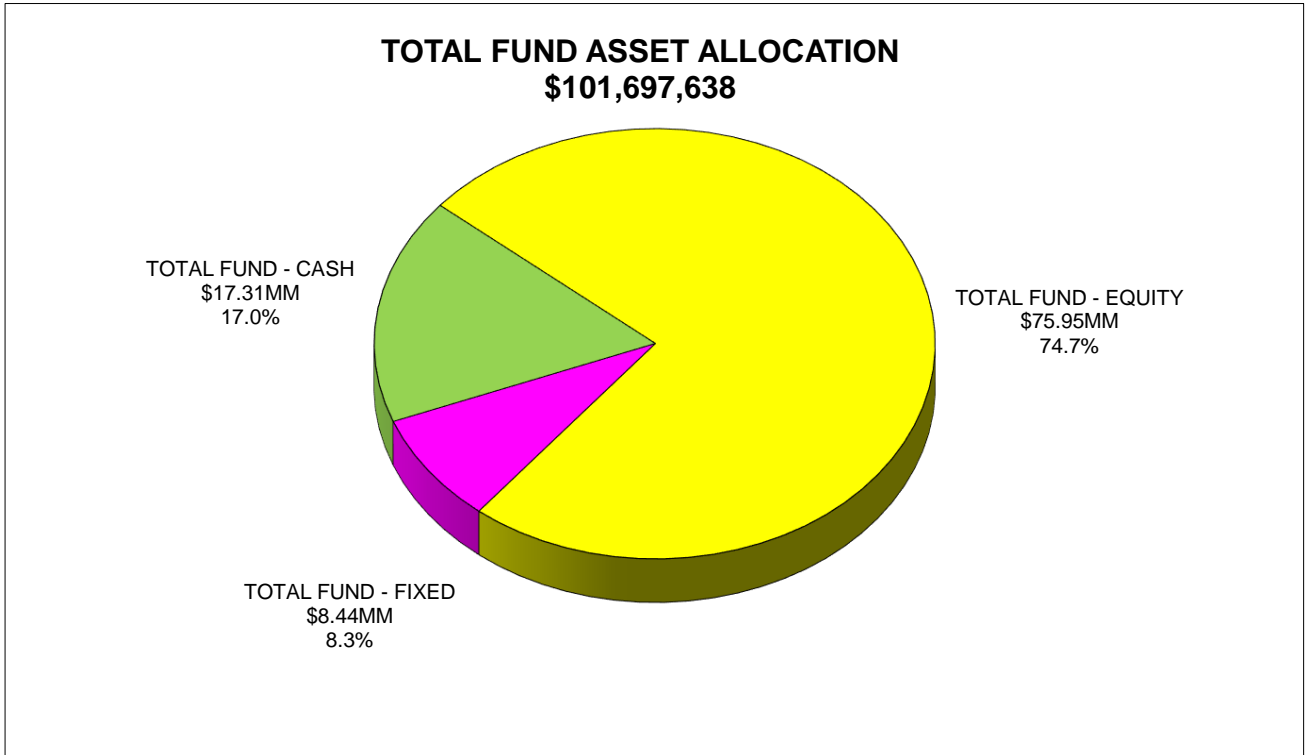
	Domestic Equity	Foreign Equity	US Bond	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	45,804,203				45,804,203	45.0%		
Harbor Capital Appreciation	4,960,038				4,960,038	4.9%		
T. Rowe Price New America Gr.	4,232,851				4,232,851	4.2%		
Primecap Odyssey Agg Growth	5,867,540				5,867,540	5.8%		
Vanguard Mid Growth	4,071,724				4,071,724	4.0%		
Dodge & Cox Stock	6,090,772				6,090,772	6.0%		
Vanguard Equity Income	4,921,045				4,921,045	4.8%		
TOTAL US EQUITY	75,948,173				75,948,173	74.7%	70.0%	20.0 - 85.0%
Blackrock US Debt Index			8,440,013		8,440,013	8.3%		
TOTAL US BOND			8,440,013		8,440,013	8.3%	30.0%	2.5 - 80.0%
Black Rock STIF				4,562,847	4,562,847	4.5%		
Federated Cash				12,746,605	12,746,605	12.5%		
TOTAL CASH				17,309,452	17,309,452	17.0%	0.0%	0.0 - 20.0%
TOTAL	75,948,173 74.7%	0 0.0%	8,440,013 8.3%	17,309,452 17.0%	101,697,638 100.0%		100.0%	

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-18**

ALLOCATION CHANGE			
	June 30, 2018	September 30, 2018	Change
Domestic Equity	70,716,140	75,948,173	5,232,034
Domestic Bond	14,023,400	8,440,013	-5,583,387
Cash	11,666,068	17,309,452	5,643,384
TOTAL FUND	96,405,608	101,697,638	5,292,030

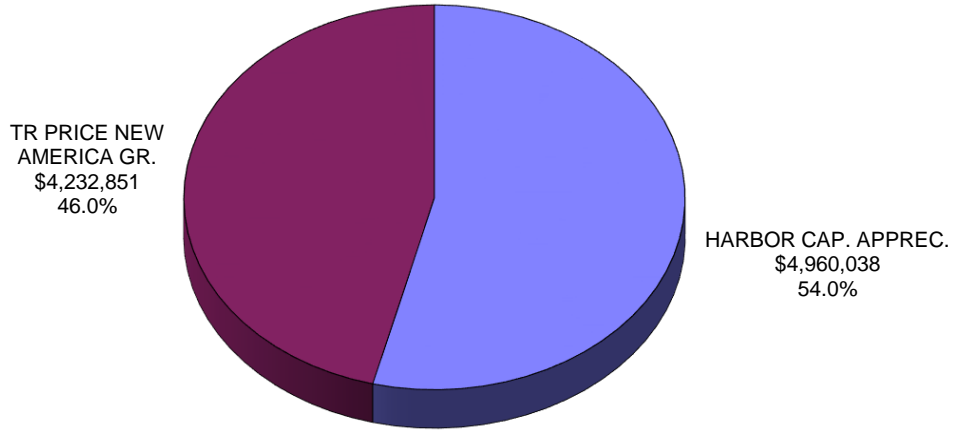
ACTUAL vs. POLICY PORTFOLIO			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	74.7%	70.0%	20 - 85%
Domestic Bond	8.3%	30.0%	2.5 - 80%
Cash	17.0%	0.0%	0 - 20%

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 9-30-18**

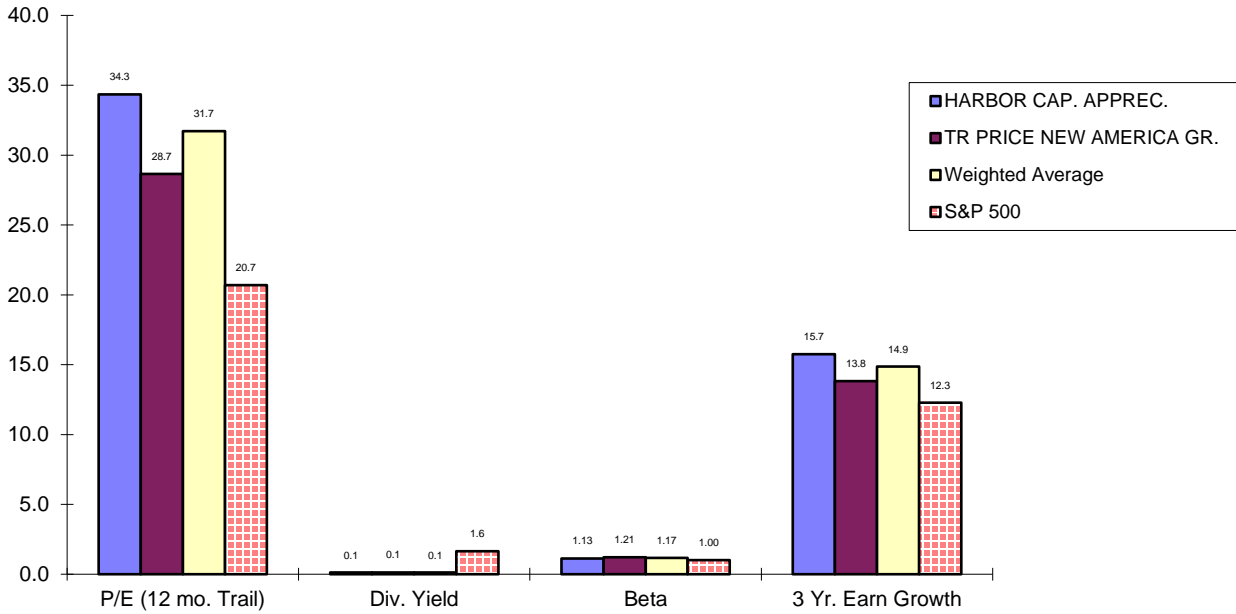


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-18**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$9,192,890**

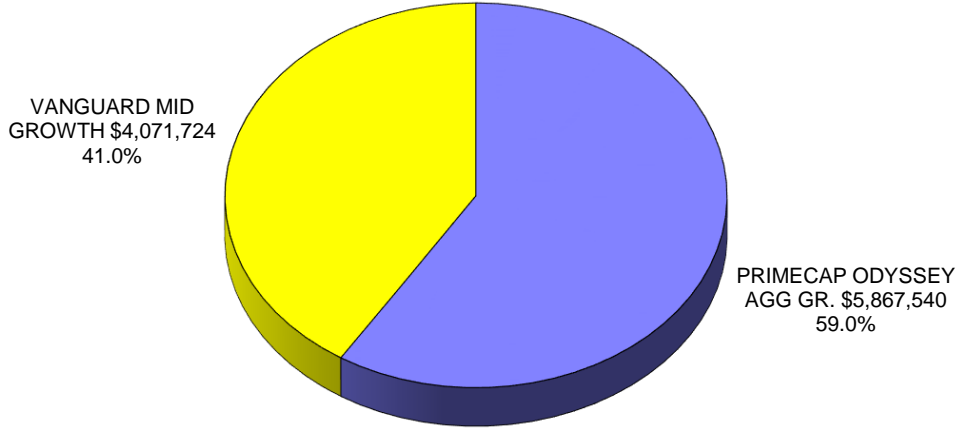


LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500

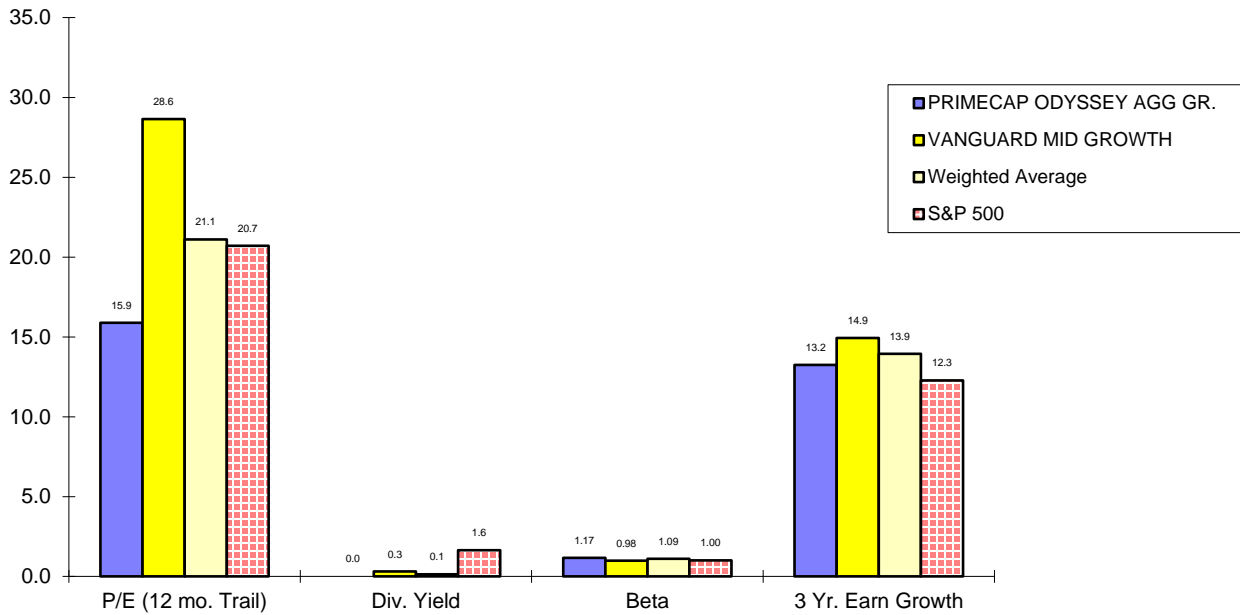


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDED 9-30-18

MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$9,939,264

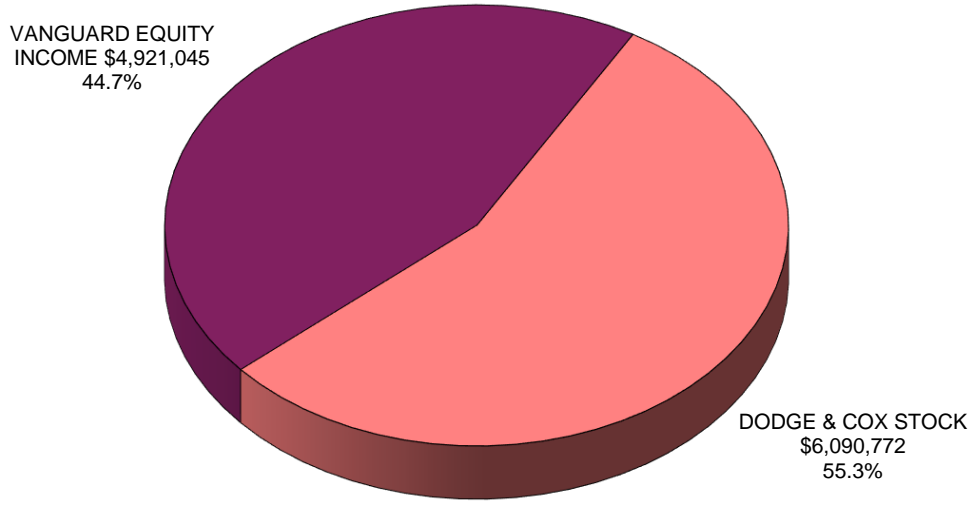


MID GROWTH EQUITY CHARACTERISTICS v. S&P 500

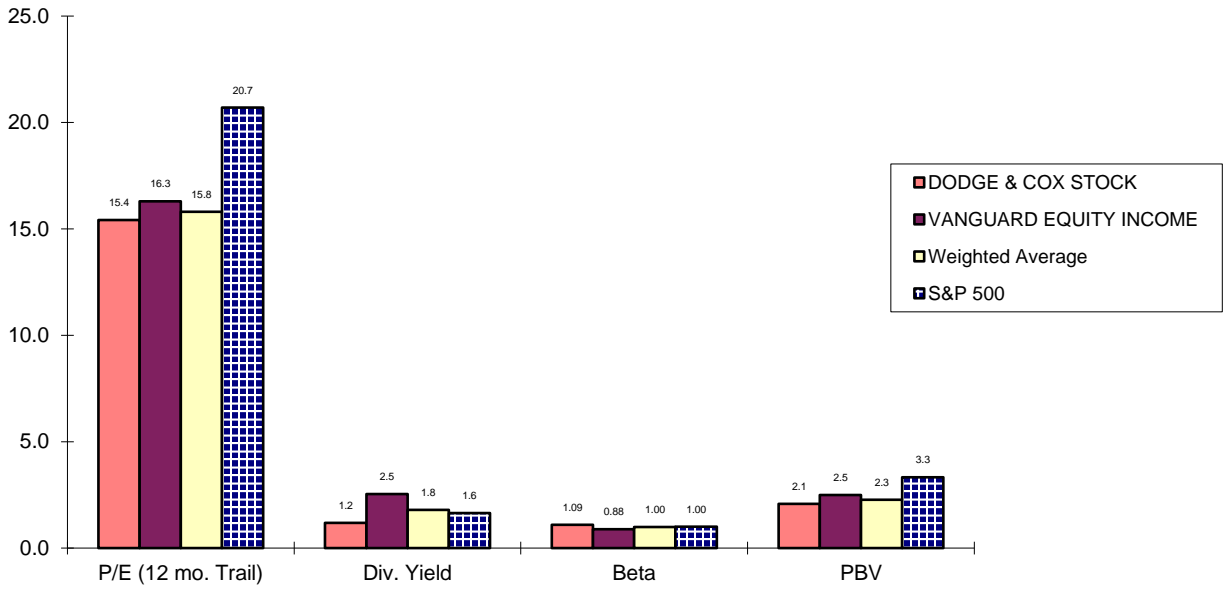


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-18

VALUE FUNDS COMPOSITE ASSET ALLOCATION
\$11,011,817



VALUE EQUITY CHARACTERISTICS v. S&P 500





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: November 13, 2018

SUBJECT: 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.

The first supplement is needed to budget overages on the TIF public improvements by Sooner Investment and pylon sign agreement. See memo from Robert Coleman for further explanation (next agenda item). The second supplement is needed to budget additional funding for legal services associated with trust indenture, grant procedures and grant eligibility determination. The third supplement is needed to budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS
November 13, 2018

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			67,734	
		<u>0</u>	<u>0</u>	<u>67,734</u>	<u>0</u>

Explanation:
To budget overages on the TIF public improvements incurred by Sooner Investment (\$56,616.31) and pylon sign agreement (\$11,117.20). Funding to come from fund balance.

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			100,000	
		<u>0</u>	<u>0</u>	<u>100,000</u>	<u>0</u>

Explanation:
To budget additional funding for legal services associated with trust indenture, grant procedures and grant eligibility determination. Funding to come from fund balance.

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			1,667	
		<u>0</u>	<u>0</u>	<u>1,667</u>	<u>0</u>

Explanation:
To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.



NEW BUSINESS/
PUBLIC DISCUSSION





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: Robert Coleman, Director of Economic Development

DATE: November 13, 2018

RE: Discussion and consideration of supplemental budget adjustment to the Sooner Rose TIF Fund (352) for FY 18-19 to increase expenses/Hospital Authority (90) \$67,733.51 (Economic Development - R. Coleman; Finance - C. Barron).

The attached Exhibit C was part of the original Sooner Rose II Retail Development Finance Assistance Agreement approved by the Trustees in April 2017. It calls for the Authority to contribute an estimated \$1,524,055 toward Public Improvements as defined by the agreement. No contingency was included in the agreement but, instead, Section 3 of Exhibit C required the Authority to absorb the cost of any unforeseen overages.

In the original SR2 Retail DFAA, Sooner Investment (“Sooner”) estimated the Midwest City Memorial Hospital Authority’s total necessary contribution to be \$1,524,055, which included \$125,000 to relocate the Enerfin Gathering pipeline. The Authority agreed to independently pay for the pipeline move, a \$125,000 deduction; however, there were **\$67,733.51** in additional expenses incurred above and beyond the original DFAA. The explanations for these additional expenses are described below:

1. The Authority contracted with OG+E, AT&T, and Cox Communications to relocate SE 15th ST overhead utilities to underground, which took much longer than expected. Sooner also had difficulty in getting OG+E to establish service connection points in a timely matter. These accumulative delays mandated the need for \$24,647 in additional traffic control measures for SE 15th ST that were not anticipated in the original agreement. These complications also triggered additional work by Terry Haynes, P.E, of SMC Consulting that totaled \$8,651.01, which was paid directly by Sooner.
2. Sooner also enlisted the services of Mr. Haynes to coordinating the Enerfin pipeline relocation so that it would not interfere with the final grade of the shopping center or theater. This resulted in \$7,490 in unanticipated costs.
3. The original DFAA estimate failed to include all of the geotechnical sampling and testing necessary to complete the job. This testing resulted in Sooner paying an additional \$12,506.30 to EST Engineering.
4. Sooner’s excavation contractor, Silver Star Const. Co, claimed that MWC Warren Theatre’s Contractor, Key Const. Co, caused damage to finished sidewalks. As result, Sooner directly paid Silver Star \$3,322 for repairs and then, in turn, charged the cost back to the Authority.

In addition, a separate driveway agreement called for the Authority to contribute an additional **\$11,117.20** toward the large SE 15th ST pylon sign that advertises the center. This structure allows enough

space for the Authority to legally advertise any future businesses that may develop its 3+ acres located on the north side of the center.

We are preparing to issue final payments to Sooner Investment (SR2 DEV, L.L.C.) for its work in completing the second phase of the Sooner Rose Shopping & Entertainment Center. In doing so, a supplemental budget adjustment of \$67,733.51 is necessary for the reasons outlined hereinabove.

Staff recommends approval of the supplemental budget transfer.

Please contact my office at (405) 739-1218 or Finance Director Christy Barron at (405) 739-1245 with any question.

Respectfully,



Robert Coleman, Director of Economic Development

Attachment: Exhibit C – Public Improvements of original, approved SRII Retail DFAA .



EXHIBIT C

PUBLIC IMPROVEMENTS

1. The term "Public Improvements" as provided in Sections 3 and 4 of the Agreement shall mean the improvements set forth in this Exhibit C Section 1, and as more particularly shown on the Site Map Exhibit "C-1", prepared by SMC Consulting Engineers, P.C., and the attached hereto and incorporated by reference.
 - 1.1. Sooner shall widen and restripe S.E. 15th Street along the Property. The widening shall include dedicated left-turn lanes along the centerline of the roadway and a dedicated right-turn lane along the north-side of the roadway at Center Drive. Sooner shall also construct 5-foot wide concrete sidewalks with ADA compliant ramps along the north-side of S.E. 15th Street, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the north-side of S.E. 15th Street. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the S.E. 15th Street widening project.
 - 1.2. Sooner shall install a Traffic Signal at the intersection of S.E. 15th Street and Center Drive. The Traffic Signal shall be designed to direct traffic for the additional turn-lanes constructed on S.E. 15th Street and to interact with the existing traffic signal at S.E. 15th Street and Sooner Road. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Traffic Signal project.
 - 1.3. Sooner shall reconstruct Buena Vista Avenue to current City Standards for a Local Residential and Commercial Street with curb and gutter from S.E. 12th Street to S.E. 15th Street. Sooner shall construct 6-foot wide concrete sidewalks with ADA compliant ramps adjacent to the west curb of Buena Vista Avenue, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the west-side of Buena Vista Avenue. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Buena Vista Avenue reconstruction project.
 - 1.4. Sooner shall extend an 8-inch water line along the north-side of S.E. 15th Street from the existing 8" water line located on the west-side of Buena Vista Avenue to the southwest corner of the Property and connect to an existing 8' water line located north of S.E. 15th Street.
 - 1.5. Sooner shall extend an 8-inch water line along the south-side of S.E. 12th Street from the existing 8" water line located at Carolyn Drive to the existing 8' water line located at Buena Vista Avenue.
 - 1.6. Sooner shall construct a 5-foot wide sidewalk along the south-side of S.E. 11th Street between Buena Vista Avenue and the northwest corner of the Property.
 - 1.7. Sooner shall relocate the existing oil pipeline owned by Enefrin from the Property to the northern and eastern boundary of the Property along S.E. 12th Street and Buena Vista Avenue, respectively, which activities shall include, but not be limited to, removal of the Gas Line from its current location on the Vloedman Property, vacation of the gas line easement by release or quit claim of all rights, title and interest to the Authority by Enefrin, and construction of the Gas Line in a new location along the eastern boundary of the Vloedman Property immediately adjacent to the western right-of-way of Buena Vista Avenue in an area reasonably acceptable to the Authority, all as more particularly shown on Exhibits C and C-1.
 - 1.8. To provide increased pedestrian connectivity for the community, Sooner shall construct sidewalk improvements extending from the current terminus of Center Drive north along the entry drive, and sidewalk improvements extending from the southern boundary of S.E. 11th Street south along the common boundary of the Property and the S.E. 12th St. Property.

2. All applicable inspections and testing of the "Public Improvements" shall be conducted by Sooner pursuant to State and Federal regulations.
3. The parties hereto estimate that the costs of the Public Improvements shall be as set forth below:

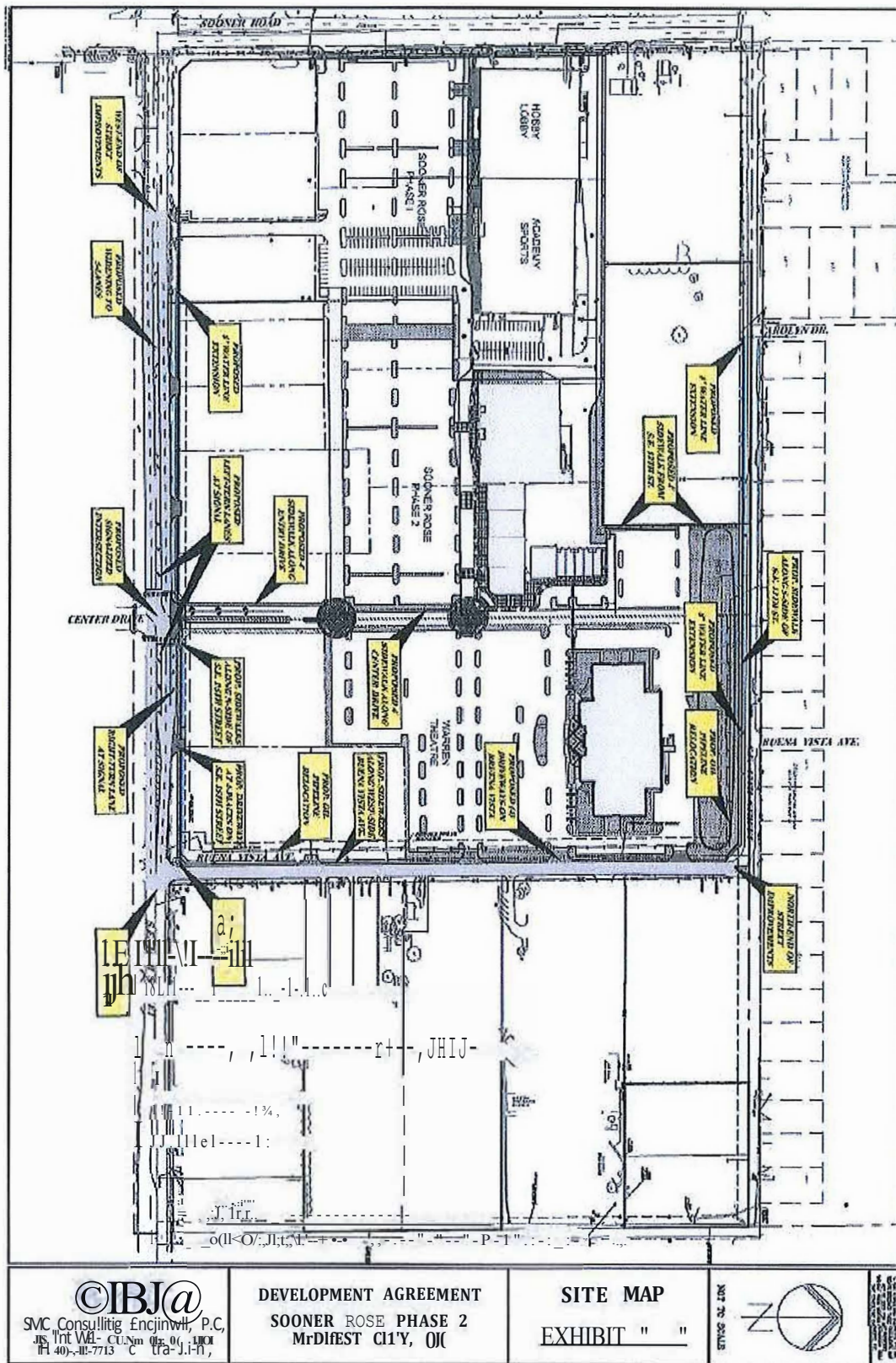
Public Improvements Total Cost Estimate	\$1,524,055.00
SE 15 th Street Improvements	\$743,175.00
Buena Vista Avenue Improvements	\$399,190.00
SE 12 th Street Improvements	\$90,915.00
Center Drive Sidewalks	\$45,815.00
Gas Line Relocation	\$100,000.00
Civil Engineering for Public Improvements	\$59,960.00
Development Fee (3%)	\$45,000.00
Construction Management Fee (2.5%)	\$40,000.00

In the event the actual costs of the Public Improvements shall be less than the estimates provided above, the Authority's obligation to pay for the Public Improvements shall be only the Public Improvements costs actually incurred pursuant to this Agreement. In the event the actual costs of the Public Improvements exceed the estimates provided above, the Authority shall nevertheless be obligated to pay the actual costs incurred regardless of the estimates provided above.

4. The authority shall pay the Public Improvements Contribution (as referenced in Section 4.3 of the Agreement) pursuant to the terms of this Section.
 - 4.1. Costs of the civil engineering associated with the Public Improvements as referenced in Section 3.1.3 of the Agreement shall be paid by the Authority after the Effective Date pursuant to the terms of Exhibit C, Section 4.3.
 - 4.2. Costs of construction of the Public Improvements incurred by Sooner pursuant to Section 3.4.2 of the Agreement shall be paid by the Authority after the Closing pursuant to the terms of Exhibit C, Section 4.3.
 - 4.3. Not more than twice per month, Sooner shall submit written invoices for costs associated with Public Improvements to the Authority (each, a "Contribution Request") identifying the activities associated with the Public Improvements and the costs incurred associated therewith. The Authority shall pay the Public Improvements Contribution to Sooner or directly to the payee as identified in the Contribution Request, in the amount set forth in the Contribution Request, within fourteen (14) days of receipt of the Contribution Request:

EXHIBIT C-1

SITE MAP EXHIBIT



©IBJ@
 SMC Consulting Engineers, P.C.
 401 West 10th Street, Suite 1000
 Oklahoma City, Oklahoma 73101

DEVELOPMENT AGREEMENT
 SOONER ROSE PHASE 2
 MRDFEST CITY, OK

SITE MAP
 EXHIBIT " "

NOT TO SCALE



ECONOMIC DEVELOPMENT 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 ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

November 13, 2018 - 7:03 PM

- A. Call to Order.
- B. Consent Agenda. These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing, and special meeting of September 25, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the Economic Development Authority Fund for FY 2018-2019, increase: Economic Development Authority Fund, expenses/Economic Development Authority (95) \$871. (Finance - C. Barron)
- C. New Business/Public Discussion.



CONSENT AGENDA



A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Staff Briefing Special Meeting Minutes

September 25, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:43 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, and Christine Allen; and Acting Secretary Susan Mullendore. Absent: Sean Reed and Jeff Moore.

Discussion Items.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Special Economic Development Authority for September 25, 2018. The Trustees had no questions regarding the individual agenda items.

Chairman Dukes adjourned the meeting at 6:44 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SUSAN MULLENDORE, Acting Secretary

A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Special Midwest City Economic Development Authority Meeting Minutes

September 25, 2018 – 7:03 PM

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

Chairman Matt Dukes called the meeting to order at 8:56 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Christine Allen, and Jeff Moore; and Acting Secretary Susan Mullendore. Absent: Sean Reed.

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

1. Discussion and consideration of approving the minutes of the staff briefing and special meeting of September 11, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the Economic Development Authority Fund for FY 2018-2019, increase: Economic Development Authority Fund, expenses /Economic Development Authority (95) \$1,495.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:56 PM.

ATTEST:

MATTHEW D. DUKES II, CHAIRMAN

SUSAN MULLENDORE, Acting Secretary



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Economic Development Authority

FROM: Christy Barron, Finance Director

DATE: November 13, 2018

SUBJECT: Discussion and consideration of supplemental budget adjustments to the Economic Development Authority Fund for FY 2018-2019, increase: Economic Development Authority Fund, expenses/Economic Development Authority (95) \$871.

The supplement is needed to budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018.

Christy Barron
Finance Director

SUPPLEMENTS

November 13, 2018

Fund ECONOMIC DEVELOPMENT AUTHORITY (353)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
95	Economic Dev Authority			871	
		<u>0</u>	<u>0</u>	<u>871</u>	<u>0</u>

Explanation:
 To budget personnel and benefit expenses for non-union City employees retroactive to July 1, 2018. Funding to come from fund balance.



NEW BUSINESS/
PUBLIC DISCUSSION

