



MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
August 22, 2017

STAFF BRIEFING

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

August 22, 2017 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, the Municipal Authority, and the Memorial Hospital Authority for August 22, 2017.



MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

MIDWEST CITY, OK



EST 1942



CITY OF MIDWEST CITY COUNCIL AGENDA

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

August 22, 2017 – 7:00 PM

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Public Works Director Vaughn Sullivan
- Pledge of Allegiance by Councilmember Christine Allen
- Community related announcements and comments
- Proclamation for Retirees Chuck Belk and Gerald Pettengill

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Council members, 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 August 8, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of July, 2017. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Improvements Fund, expenses/Capital Improvements (57) \$40,700. Police Fund, expenses/Police (62) \$3,240. Grants Fund, revenue/Intergovernmental (21) \$99,750; expenses/Emergency Operations (21) \$99,750. (Finance - C. Barron)
4. Discussion and consideration of approving and entering into contracts for fiscal year 2017-18 with Gano Coleman, CPA, PLLC at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions, which is certified by the Oklahoma Tax Commission to perform sales tax audits, which will allow the City of Midwest City to participate in multi-jurisdictional sales tax audits. (Finance - C. Barron)
5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ending June 30, 2017. (Finance – C. Barron)
6. Discussion and consideration of approving and entering into an agreement with CoxCom, LLC for telecom services for the City including telephony and internet services in an amount not to exceed \$6,000.00 per month. (Information Technology - R. Rushing)

7. Discussion and consideration of approving an agreement between the City and Yes Companies Exp Key, LLC to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City. (Community Development – P. Menefee)
8. Discussion and consideration of accepting an Easement Grant for Sanitary Sewer from Yes Companies Exp, LLC for the existing utility easement located on the Timberland Mobile Home Park property east of the City limits of the City of Midwest City. (Community Development – P. Menefee)
9. Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 900 block of Caldwell 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)
10. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1392.50. (Community Development - P. Menefee)
11. Discussion and consideration of accepting maintenance bonds from CTR Plumbing Services, LLC in the amount of \$1488.00. (Community Development - P. Menefee)
12. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170515 from the State Department of Environmental Quality for the Oakwood Landing Addition Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
13. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170443 from the State Department of Environmental Quality for the Sooner Road and I-40 Waterline Relocation Project, Midwest City, Oklahoma. (Community Development - P. Menefee)
14. Discussion and consideration of awarding and entering into a contract for city-wide uniform service and supplies with Unifirst Holdings, Inc., who submitted the lowest bid meeting the city specifications. (Public Works - V. Sullivan)
15. Discussion and consideration of declaring various equipment and miscellaneous items of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid, or destruction if necessary. (Finance - C. Barron)
16. Discussion and consideration of 1) declaring (4) clear floor mats, (6) desk chairs with misc arms, (1) grey chair, (3) file drawer separators, (2) calculators, (2) sets of computer monitor speakers, (1) desk keyboard slider, (1) flip file, (1) window speaker w/misc. pieces, (1) small file box and (1) miscellaneous box of small items as surplus; and 2) authorizing the disposal of all by public auction, sealed bid or destruction, if necessary. (Municipal Court - M. Karns)

D. DISCUSSION ITEMS.

1. (PC –1913) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the NE/4 of section 33 T-12-N, R-2-W, located at 615 W. Blueridge Dr. (Community Development - B. Harless)
2. (PC – 1914) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SE/4 of section 34 T-12-N, R-2-W, located at 2900 Parklawn Drive. (Community Development - B. Harless)
3. Discussion and consideration of changing the official Midwest City Flag. (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Ahemd Bahareini, et al v. City of Midwest City, Case Nos. C404581; C404582; C404583; C404584; C404585; C526609; C526610; C459092; C460745; C523460; C523451CJ-2013-5630.

G. FURTHER INFORMATION.

1. Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, Article III, Section 9-41, of the Midwest City Code, providing for repealer and severability. (Community Development - B. Harless)
2. Minutes of the August 1, 2017 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



Notice of regular staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of this meeting.

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

August 8, 2017 – 6:00 p.m.

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.

Mayor Matt Dukes called the meeting to order at 6: 01 p.m. with the following members present: Councilmembers Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed and Christine Allen, Jeff Moore and City Clerk Sara Hancock. Absent: None.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for August 8, 2017.

Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

Mayor Dukes closed the meeting at 6:28 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

Notice of regular Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

August 8, 2017 – 7:00 p.m.

This regular 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 7:05 p.m. with the following members present: Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and City Clerk Sara Hancock. Absent: None.

Opening Business. The meeting opened with the invocation by Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Allen. The City Manager and Council made community related announcements and comments.

Consent Agenda. Eads made a motion to approve all the items on the consent agenda as submitted, except for item 10, seconded by Dawkins.

1. Discussion and consideration of approving the minutes of the July 25, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: General Gov't Sales Tax Fund, expenses/City Manager (01) \$41,100; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$3,730; expenses/Community Development (05) \$218,726; expenses/Park & Recreation (06) \$21,463; expenses/Street (09) \$60,000; expenses/General Gov't (14) \$197,959; expenses/Neighborhood Services (15) \$8,783; expenses/I.T. (16) \$261,656; expenses/Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$424,896. Technology Fund, expenses/General Gov't (14) \$26,000. Reimbursed Projects Fund, expenses/Community Development (05) \$26,838; expenses/Park & Rec (06) \$24,733; expenses/Recreation (78) \$8,800. Police Capitalization Fund, expenses/Police (62) \$133,957. Fire Capitalization Fund, expenses/Fire (64) \$458,313. Welcome Center Fund, expenses/Tourism (74) \$2,200. CVB Fund, expenses/Visitors Bureau (07) \$1,300. Dedicated Tax 2012 Fund, expenses/Park & Rec (06) \$84,816; expenses/Parks (23) \$267,905; expenses/Streets (66) \$97,000; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$28,144. Fleet Fund, expenses/Fleet Maintenance (25) \$88,895. Surplus Property Fund, expenses/Surplus Property (26) \$3,459. Park & Rec Fund, expenses/Park & Rec (06) \$175,901. Grants Fund, expenses/ Emergency Operations (21) \$6,000. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,138,696. Downtown Redevelopment Fund, expenses/29th Street (92) \$2,494,799. L&H Fund, expenses/Personnel (03) \$1,000. Police Fund, expenses/Police (62) \$60,996.

3. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 16, 2017, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard.
4. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the Town of Forest Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.
5. Discussion and consideration of renewing the agreement with Oklahoma County to provide mutual aid fire support.
6. Discussion and consideration of entering into an agreement with Shape Fitness, LLC located at 10006 S.E. 15th Street, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate membership rate of \$19.50 per person per month with the City agreeing to pay the \$20.00 fee per enrolled employee for the required access card.
7. Discussion and consideration of entering into an agreement with United PF Partners, LLC., DBA Planet Fitness located at 5701 E Reno Avenue, Midwest City, OK., to provide the employees of the City of Midwest City a discounted corporate Black Card membership rate of \$19.99 per person per month with the City agreeing to make Bi-Weekly payroll deductions on behalf of the employee and their family members enrolling in the membership.
8. Discussion and consideration of approving and entering into an Instructor Services Agreement with Kim Dull to teach Cheer/Tumbling classes and Ballet/Gymnastics classes at the Nick Harroz Community Center from August 2017 through May 2017 for a fee of 70% of the class registration fees.
9. Discussion and consideration of renewing for fiscal year 2017-2018 the contracts with Electronic Storage Corporation in the amount of \$1,439.00 for the Superior data Backups; Park Place Technologies LLC in the amount of \$13,249.80 for SAN maintenance; SHI International Corp. in the amount of \$8,550.00 for software maintenance in connection with the City's GroupWise email system; and Tyler Technologies in the amount of \$10,650.01 for software maintenance for the time and attendance system.
- 10. Discussion and consideration of 1) forming a Council committee to assist with possible construction or reconstruction of an Animal Welfare Center; and 2) appointing Councilmembers Susan Eads, Sean Reed, and Pat Byrne.** Fred Hawk, 1302 Caldwell; Charles Thompson, 10400 NE 4th St. addressed council. Council discussion. Dawkins made a motion to form committee and appoint members as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Moore and Mayor Dukes. Nay: none. Abstain: Allen. Absent: None. Motion carried.
11. Discussion and consideration of appointing Cyrus Valanejad to fill the Mayor's representative position on the Citizens' Advisory Committee on Housing and Community Development and reappointing Mike Anderson, Espaniola Bowen and Dr. John Hatfield for additional four year terms.

12. Discussion and consideration of 1) appointing Jess Huskey to the Parkland Review Committee as Planning Commission's appointment to fill the unexpired term of Floyd Wicker, and 2) to reappoint Jess Huskey to the Parkland Review Committee for an additional 3 year term.

Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None.
Motion carried.

Discussion Items.

1. **Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno.** Ahmad Bahreni, 14501 N. Western Ave, Edmond, OK; MaryAnn Karns, and Bob Toney Spoke. Council and staff discussion. No action needed.

New Business/Public Discussion.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:57 p.m.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor



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: August 22, 2017

Subject: Discussion and consideration of accepting the City Manager's Report for the month of July, 2017.

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

Hotel/Conference Center (195) had an operational loss of \$65,831 in July.

Risk Management (202) decreased due to the annual payment to FirstPoint Insurance Agency:

Workers Comp	<\$194,247>
Liability Lawsuits	<\$111,339>

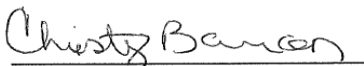
Sooner Rose TIF (352) was added to record the Sooner Rose Project TIF District transactions. In July, Midwest City Hospital Authority issued bond anticipation notes with proceeds deposited at BancFirst to fund this project. The use of the funds will be as follows:

Deposit to project fund	\$15,820,543
Deposit to capitalized interest	\$420,321
Underwriter's discount	\$82,375
Cost of issuance	<u>\$151,761</u>
Total principal	\$16,475,000

MWC Hospital Authority (425) activities for July:

Compounded Principal:	
(9010)-unrealized gain on investment	\$1,148,048
(9010)-transfer to 9050 (annual 2% per Indenture)	<\$1,672,268>
Discretionary:	
(9050)-unrealized gain on investment	\$135,753
(9050)-transfer from 9010 (annual 2% per Indenture)	\$1,672,268

This item is at Council's discretion.



Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending July, 2017
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,694,023	-	1,674,435	38,722	(19,134)	19,588	1,694,023
10	GENERAL	4,459,922	(139,562)	4,321,516	3,160,788	(3,161,944)	(1,156)	4,320,361
11	CAPITAL OUTLAY RESERVE	911,714	-	910,331	1,382	-	1,382	911,714
13	STREET AND ALLEY FUND	878,060	-	855,701	48,387	(26,028)	22,360	878,060
14	TECHNOLOGY FUND	392,148	-	409,613	24,526	(41,992)	(17,466)	392,148
15	STREET LIGHT FEE	570,728	-	522,584	48,144	-	48,144	570,728
16	REIMBURSED PROJECTS	762,004	(184,121)	547,839	35,311	(5,268)	30,044	577,883
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,434,937	10,362	(10,362)	-	5,434,937
20	MWC POLICE DEPARTMENT	1,235,307	-	1,246,407	1,058,321	(1,069,421)	(11,100)	1,235,307
21	POLICE CAPITALIZATION	875,836	-	890,210	21,074	(35,448)	(14,374)	875,836
25	JUVENILE FUND	14,258	-	10,774	5,476	(1,992)	3,484	14,258
30	POLICE STATE SEIZURES	60,186	-	60,510	91	(415)	(324)	60,186
31	SPECIAL POLICE PROJECTS	76,310	-	73,425	2,886	-	2,886	76,310
33	POLICE FEDERAL PROJECTS	69,965	-	69,900	65	-	65	69,965
34	POLICE LAB FEE FUND	18,072	-	17,610	777	(315)	462	18,072
35	EMPLOYEE ACTIVITY FUND	19,501	(4)	19,641	76	(219)	(144)	19,497
36	JAIL	136,173	-	130,475	8,622	(2,924)	5,698	136,173
37	POLICE IMPOUND FEE	203,643	-	197,845	7,809	(2,010)	5,798	203,643
40	MWC FIRE DEPARTMENT	956,116	(4)	967,831	858,030	(869,749)	(11,719)	956,112
41	FIRE CAPITALIZATION	577,321	-	574,356	31,256	(28,291)	2,965	577,321
45	MWC WELCOME CENTER	347,596	(146)	351,874	18,581	(23,005)	(4,424)	347,450
46	CONV / VISITORS BUREAU	167,227	-	166,636	30,526	(29,936)	590	167,227
50	DRAINAGE TAX FUND	61,680	-	61,453	227	-	227	61,680
60	CAPITAL DRAINAGE IMP	433,118	-	427,064	38,223	(32,169)	6,054	433,118
61	STORM WATER QUALITY	952,802	-	943,553	68,785	(59,536)	9,249	952,802
65	STREET TAX FUND	1,278,833	-	1,241,274	37,558	-	37,558	1,278,833
70	EMERGENCY OPER FUND	594,970	-	598,793	32,316	(36,139)	(3,824)	594,970
75	PUBLIC WORKS ADMIN	301,422	-	291,156	81,408	(71,142)	10,266	301,422
80	INTERSERVICE FUND	267,607	-	272,360	192,134	(196,887)	(4,753)	267,607
81	SURPLUS PROPERTY	351,034	(284,750)	65,589	4,137	(3,441)	695	66,284
115	ACTIVITY FUND	336,786	-	335,898	5,611	(4,723)	888	336,786
123	PARK & RECREATION	644,710	(700)	641,380	47,242	(44,612)	2,630	644,010
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	33,780	(33,780)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	169,363	(3,056)	158,350	17,383	(9,425)	7,958	166,307
143	GRANT FUNDS	102,528	(42,528)	60,000	12,682	(12,682)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending July, 2017

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,322,477	-	2,286,008	39,969	(3,499)	36,469	2,322,477
172	CAP. WATER IMP-WALKER	479,809	-	435,881	51,950	(8,022)	43,928	479,809
178	CONST LOAN PAYMENT REV	2,128,226	-	2,047,301	81,258	(332)	80,926	2,128,226
184	SEWER BACKUP FUND	79,917	-	79,795	122	-	122	79,917
186	SEWER CONSTRUCTION	3,320,452	(175,000)	3,125,875	122,947	(103,370)	19,577	3,145,452
187	UTILITY SERVICES	533,717	(924)	526,935	99,383	(93,525)	5,858	532,793
188	CAP. SEWER IMP.-STROTH	155,185	-	120,773	34,548	(137)	34,411	155,185
189	UTILITIES CAPITAL OUTLAY	1,772,290	(125,347)	1,606,173	54,767	(13,997)	40,770	1,646,943
190	MWC SANITATION DEPARTMENT	2,254,964	-	2,196,682	501,351	(443,069)	58,281	2,254,964
191	MWC WATER DEPARTMENT	1,444,226	-	1,227,918	640,348	(424,039)	216,309	1,444,226
192	MWC SEWER DEPARTMENT	1,275,809	(166)	1,249,298	452,447	(426,102)	26,345	1,275,643
193	MWC UTILITIES AUTHORITY	903,313	-	907,294	1,370	(5,350)	(3,980)	903,313
194	DOWNTOWN REDEVELOPMENT	4,162,299	(6,995)	4,069,079	174,206	(87,981)	86,225	4,155,304
195	HOTEL/CONFERENCE CENTER	593,834	(618,777)	48,679	324,600	(398,222)	(73,622)	(24,943)
196	HOTEL 4% FF&E	867,594	-	885,809	12,912	(31,127)	(18,215)	867,594
197	JOHN CONRAD REGIONAL GOLF	148,870	(4,240)	115,510	127,861	(98,742)	29,120	144,629
201	URBAN RENEWAL AUTHORITY	63,356	-	63,260	96	-	96	63,356
202	RISK MANAGEMENT	3,428,633	(37)	3,625,418	168,744	(365,565)	(196,821)	3,428,597
220	ANIMALS BEST FRIEND	100,013	-	95,010	5,003	-	5,003	100,013
225	HOTEL MOTEL FUND	-	-	-	54,059	(54,059)	-	-
230	CUSTOMER DEPOSITS	1,437,532	(1,437,532)	-	2,181	(2,181)	-	-
235	MUNICIPAL COURT	75,979	(75,979)	-	115	(115)	-	-
240	L & H BENEFITS	1,820,246	(56,334)	1,784,337	549,723	(570,148)	(20,425)	1,763,911
250	CAPITAL IMP REV BOND	4,420,126	(57,248,123)	(53,371,923)	1,233,346	(689,421)	543,925	(52,827,998)
269	2002 G.O. STREET BOND	561,157	-	560,306	850	-	850	561,157
310	DISASTER RELIEF	1,395,778	(186,099)	1,207,810	23,467	(21,598)	1,869	1,209,679
340	REVENUE BOND SINKING FUND	-	-	-	461,266	(461,266)	-	-
350	G. O. DEBT SERVICES	186,232	-	182,275	4,240	(283)	3,957	186,232
351	TAX INCREMENT FINANCING	1,502	-	1,502	-	-	-	1,502
352	SOONER ROSE TIF	16,240,864	(16,475,000)	-	-	(234,136)	(234,136)	(234,136)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	83,115,061	(8,905,840)	74,707,723	1,193,201	(1,691,702)	(498,502)	74,209,221
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,917,902	(417,902)	2,500,000	4,791	(4,791)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	12,027,003	(11,866)	10,153,555	1,872,053	(10,470)	1,861,583	12,015,138
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,509,895	(154,711)	1,341,306	191,508	(177,628)	13,880	1,355,186
	TOTAL	177,171,252	(86,620,805)	88,336,935	14,467,380	(12,253,866)	2,213,514	90,550,449



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: August 22, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Improvements Fund, expenses/Capital Improvements (57) \$40,700. Police Fund, expenses/Police (62) \$3,240. Grants Fund, revenue/Intergovernmental (21) \$99,750; expenses/Emergency Operations (21) \$99,750.

The first supplement is needed to budget traffic signal design at Douglas Blvd & Orchard Blvd and drainage improvements for 1300 block of Pineridge Road. The second supplement is needed to budget K-9 training expenses from previous year K-9 donation revenue. The third supplement is needed to budget Hazardous Mitigation Grant from OK Department of Emergency Management to be used to partially fund new warning sirens for Midwest City.

Christy Barron
Finance Director

SUPPLEMENTS
August 22, 2017

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			40,700	
		<u>0</u>	<u>0</u>	<u>40,700</u>	<u>0</u>

Explanation:
To budget traffic signal design at Douglas Blvd & Orchard Blvd. in the amount of \$30,700 and Pineridge drainage improvements in the amount of \$10,000. Funding to come from fund balance.

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		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			3,240	
		<u>0</u>	<u>0</u>	<u>3,240</u>	<u>0</u>

Explanation:
To budget K-9 training expense. Funding to come from fund balance (K-9 donations received in previous fiscal year).

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	99,750			
21	Emergency Operations			99,750	
		<u>99,750</u>	<u>0</u>	<u>99,750</u>	<u>0</u>

Explanation:
To budget Hazardous Mitigation Grant from OK Dept. of Emergency Management to be used to partially fund new warning sirens for City of Midwest City.



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: August 22, 2017

Subject: Discussion and consideration of approving and entering into a contract for fiscal year 2017-18 with Gano Coleman, CPA, PLLC, an Oklahoma Tax Commission approved auditor, at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions.

The Finance Department is recommending the approval of the contract in order to be able to participate in sales tax audits as they arise.

Christy Barron
Finance Director

Attachment: Gano Coleman Contract

SOLE SOURCE AGREEMENT FOR INDEPENDENT AUDIT MANAGEMENT SERVICES

This Agreement for independent audit management services is made and entered as of the date hereinafter set out by and between The City of Midwest City, a municipal corporation (City), and Gano Coleman, CPA, PLLC, an Oklahoma professional limited liability company domiciled and with its principal place of business at 5801 Whitetail Run, Edmond, OK 73013, and hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, City believes certain transactions may have occurred within its taxing jurisdiction, upon which City has not been paid the taxes imposed under Title 68 of the Oklahoma Statutes and other state and local laws and ordinances;

WHEREAS, Contractor has represented to City that it possesses skill, expertise and experience with respect to the determination of total liability for any taxes, penalties and/or interest which may be owed by taxpayers to City;

WHEREAS, City desires to hire the services of Contractor as a duly authorized agent of the Oklahoma Tax Commission (OTC) to engage in audit activities in an attempt to facilitate collection of tax revenues on behalf of City;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. Terms of agreement

This Agreement will become effective July 1, 2017 and will be in effect until June 30, 2018. The Agreement will be renewable for four (4) additional years, subject to annual appropriations, if agreed to by both parties.

Either party may terminate this Agreement, for its convenience. Agreement may be terminated by delivery of at least 30 days prior written notice, pursuant to the "Notices" paragraph of this Agreement. Upon the effective date of termination, Contractor shall immediately discontinue all work and services affected. Upon termination for any reason by either party, the City shall pay Contractor for all work and services rendered up to the effective date of termination, in accordance with the terms, limits and conditions of this Agreement. Termination herein shall not terminate or suspend any of the required provisions of paragraph "Insurance" of this Agreement.

2. Services

Contractor shall render tax-auditing services to City. Additionally, Contractor will render multi-city coordinated tax auditing services on behalf of City and other participating Oklahoma cities/towns/counties in an attempt to identify taxes, penalties, and/or interest which may be owed from taxpayers to City.

These services shall include, specifically, Contractor's administrative and auditing services as outlined in Section 3 below.

OTC shall fully retain and be responsible for audit review, assessment, and collection of sales and/or use tax, interest, and/or penalty discovered by Contractor. City shall retain and be responsible for audit review, assessment and collection of other local taxes.

City acknowledges that Contractor will incur expenses and assume risk in connection with the performance of its auditing services, due to the amount of time and effort in research, discovery, coordination, setup, travel, field audit, support, and technical support services. Contractor, in rendering its auditing services, may determine a need to retain the services of consultants, professionals, and/or industry experts. City professional staff may be utilized if City so elects. Services of this nature, excluding the employment or subcontracting of field audit personnel on a consultant basis, shall be subject to advance review and written approval by City.

3. Scope of Work

3.1.0 Contractor shall:

3.1.1 Be approved by the OTC and appointed as an agent of the OTC for purposes of the audit.

3.1.2 Perform audit examinations for City based on Oklahoma Statutes, OTC interpretations, OTC policy and auditing standards, local laws and ordinances. The OTC and City shall approve said audit examinations performed on the City's behalf in writing on a case by case basis prior to any Contractor contact with taxpayer for any audit whether originated by City or another City that Contractor has contracted with. In addition, City shall approve said examinations in writing on case by case basis prior to any Contractor contact for other local taxes. Contractor shall proceed with an audit only upon written authorization from the City Finance Director or designee. Work on any audit may be suspended or terminated by the City upon issuance of a written STOP WORK order sent certified mail to Contractor.

3.1.3 Contractor shall expend no more than five (5) hours on the discovery phase prior to each audit, wherein Contractor shall determine whether there is a potential tax liability due to the City. Contractor shall not extend the discovery phase beyond five (5) hours if said determination indicates liability to the City of less than \$450.

3.1.4 Perform audits in a fair and impartial manner in compliance with Oklahoma Statutes, OTC interpretations, OTC policy, auditing standards stipulated by the OTC and/or City, and local laws and ordinances.

- 3.1.5 Provide City with quarterly progress reports (see Section 3.2.7) and the prepared City audit package (see Section 3.2.3).
- 3.1.6 Utilize an audit program, which complies with Oklahoma Statutes, OTC regulation and OTC policy. Audit programs of other local taxes will comply with local laws and ordinances.
- 3.1.7 Promptly document, revise, amend and verify its taxpayer audit package. Respond to reasonable OTC audit review requests on a timely basis.

3.2.0 Manner of Service Provision:

3.2.1 The scope of Contractor work is to:

- a. Attest to the taxpayer's compliance with the various taxing statutes of the State of Oklahoma, the corresponding rules and regulations, and policies of OTC and local laws and ordinances.
- b. Determine the tax adjustment amount if taxpayer is not in compliance.
- c. Verify, detail and deduct from taxes assessed legally refundable overpayments made directly via tax return to OTC and/or City during the audit period, as allowed by OTC and/or City policy. The Administrator of OTC has final authority on the interpretation of sales and/or use tax audit adjustments. The Finance Director of City has final authority on interpretation of local tax audit adjustments.

3.2.2 Exit conferences, as needed, will be performed in accordance with OTC and/or City policy.

3.2.3 Prepared City audit package shall include:

- a. Computerized exhibit(s) reflecting all adjustments by month as allowed by State Statute, OTC regulation and policy, local laws and ordinances. Additional documentation supporting audits or local laws and ordinances may be required as determined by Finance Director of City as long as documentation is not in violation of OTC policy.
- b. An invoice for services rendered indicating the number of hours spent on the audit, the appropriate hourly rate and all reasonable expenses incurred.

3.2.4 Contractor shall maintain any audit files or records relating to a City funded audit for not less than five (5) years from the date of final determination on the audit by the OTC. Contractor shall promptly provide

the exhibits, detailed audit schedules, comments, and relevant work papers to the City upon request. City acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of sales and/or use tax records.

- 3.2.5 Contractor shall (as requested by OTC) provide full support of all audit assessments during the assessment process and/or litigation unless and until this Agreement is terminated by either party.
- 3.2.6 Contractor shall meet the requirements of any new or amended State statutes, rules, or regulations having an effect upon the conduct or results of the audits.
- 3.2.7 Contractor shall provide quarterly progress reports on the status of all open audits. An audit will not be considered closed by the City until the receipt of any assessment due and/or the OTC has made a final determination regarding the audit. This report shall include, but not be limited to, the following:
 - a. Estimated percentage completed and expenses incurred on audits in progress.
 - b. Audits submitted to and accepted by the OTC pending initial action, including dates submitted and accepted. Total amount assessed as submitted to the OTC.
 - c. Status of audits accepted by the OTC pending final resolution.
 - d. Other information as agreed upon by City and Contractor.
- 3.3.0 City shall be available for consultation with Contractor at a reasonable time and place to be mutually agreed upon for the purpose of discussing matters pertinent to the expeditious performance of work.
- 3.4.0 City agrees to make every reasonable effort to expedite all aspects of the audit request/approval process.
- 3.5.0 City agrees to provide Contractor with data, records, and information, which would facilitate identification of delinquent taxpayers.

4. Compensation

In consideration of the auditing services rendered hereunder, Contractor shall be compensated by City as follows.

The per hour billing rates for each auditor of Contractor shall be for each participating taxing jurisdiction as follows:

One taxing jurisdiction	\$90
Two or more taxing jurisdictions	\$70

The Contractor agrees not to exceed one hundred fifty (150) hours or a total of \$13,500 per audit without expressed written consent of the City to ensure adequate appropriations are available.

Time will be recorded in six-minute intervals (0.1 hours). There shall be no contingency fees. Hourly rates shall be payable by the City to Contractor within 30 days of City's receipt of Contractor's invoice, regardless of recovery.

Invoices will be sent from Contractor to each City following the completion of each audit and the acceptance of the audit by the OTC and will include hours worked multiplied by the applicable rate, name of party providing services, date services were performed, description of services and field audit number. The prepared City audit package will be sent to City when the OTC audit review approves the audit report and in a continuous nature as work is completed.

Upon pre-approval by the City, Contractor may be reimbursed for other reasonable expenses such as airfare, fees charged by experts, food, lodging, and other expenses due to extenuating circumstances of the audit. Pre-approval must be received in advance before the incurring of the expense and in the form of an e-mail or letter from the City Finance Director or Finance Director designee. A detailed audit expense report will be provided on any reasonable expenses incurred. All expenses shall be in conformance with the City's Travel Policy to be eligible for reimbursement.

When audits are performed on behalf of multiple taxing jurisdictions, approved reasonable audit related expenses shall be prorated according to each jurisdiction's share of the total multi-jurisdictional assessment as calculated at the time the audit is accepted by the OTC. In the event no assessment is determined, approved reasonable audit related expenses will be prorated equally among participating jurisdictions.

5. Negotiated Settlements

Contractor shall be authorized in connection with its services to assist in negotiation of settlements or compromises. Contractor shall have no authority to approve settlements or compromises on OTC's or City's behalf.

6. Conflicts of Interest

Contractor shall not represent or assist taxpayers in matters of taxes which involve City without disclosure to and written approval of City.

7. Confidentiality of Tax Records and Findings of Contractor

Contractor acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of tax records and agrees to abide by these

requirements. Contractor acknowledges that tax records are not subject to disclosure or the public records law of the State of Oklahoma, and agrees that it shall not discuss, disclose, or otherwise make available to anyone other than authorized representatives of OTC and City any such information or data. Contractor, acting in its capacity as an agent of the OTC, may disclose confidential information to the City where the information disclosed specifically and directly relates to the City as provided by Title 68 of the Oklahoma Statutes, Section 205 (c)(7) and (23), and Title 11, Section 22-107.

8. Access to Records

Contractor shall retain supporting records regarding compensation, time and expenses, including prorated calculations thereof, for a period of five (5) years beyond payment of its fees and reimbursement of expenses. Contractor shall promptly provide access to such records during this period upon request by City.

9. Authorization: Access to Tax Information

City agrees to expedite its response to requests for audit assignment and to perform all acts reasonable and necessary to compel cooperation by the taxpayer(s) in regard to audits of other local taxes. Once authorized, City agrees that Contractor shall have full authority and power, to contact taxpayers for the purpose of auditing all relevant records and documentation. Such authority and power shall be supported by City and shall not be withdrawn until each case has been concluded or until either party terminates this contract or all funds encumbered by the City for this contract have been spent.

City acknowledges that Contractor performs its services for a number of other taxing jurisdictions, and that Contractor will be obtaining information from taxpayers in connection with simultaneous audits for more than one taxing jurisdiction.

10. Inspection and Audit

The City shall have the right to inspect and audit the documents and procedures of Contractor concerning services herein.

11. Administration

This Agreement shall be administered by the Finance Department of the City or as otherwise designated by City Council by resolution or amendment hereto.

12. Effect

Contractor and City represent that this Agreement supersedes all proposals, oral or written, all previous contracts, agreements, negotiations, and all other communications between such parties with respect to the subject matter hereof.

13. Non-Discrimination

Contractor agrees to sign the attached Certificate of Non-Discrimination.

14. Indemnification

To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and save harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injury to or death of any person or persons and or all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims of or by anyone whomever, in any way resulting from or arising out of Contractor's negligent acts, negligent operations, errors and/or omissions under or in connection with this Agreement. Contractor shall promptly advise the City, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of the Agreement. Provided, however, Contractor need not release, defend, indemnify or save harmless the City, or their officers, agents, and employees, from damages or injuries resulting from the negligence, operations, errors and/or omissions of the City, their officers, agents, or employees. The City and the Contractor agree that each party is responsible for its own intentionally wrongful acts or negligence, provided that the City is not liable for its own wrongful or negligent acts beyond that allowed under the Oklahoma Governmental Tort Claims Act as codified in 51 O.S. 2011 § 153. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions of this Agreement.

15. Insurance Requirements

Prior to approval of this contract, the Contractor shall obtain insurance coverage as provided below. The Contractor must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certificates of insurance evidencing all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Midwest City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

- A. Deductibles: All deductibles must be approved by the City, and upon request, Contractor shall provide a bond guaranteeing Contractor's payment of all deductibles.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Contractor's self-insured retention.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor asserts the Contractor is a single member Professional Limited Liability Company who has no employees, and as such is not subject to the provisions of the Administrative Worker's Compensation Act, pursuant to the definitions found under Title 85A, Chapter 1, Section 2, 18. b. (7).
 - (2) Commercial General Liability. The contractor shall provide and maintain commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate, including damages because of bodily injury and property damage, contractual liability, products and completed operations liability and personal and advertising injury.
 - (3) Professional Liability Insurance. The Contractor shall provide and maintain professional liability insurance evidencing Contractor's coverage in an amount not less than \$175,000.
- B. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s).
- C. Cancellation. There may be no termination or non-renewal of such insurance coverage by Contractor without obtaining other insurance meeting the requirements in Section 15, or reduction in coverage below the required minimums of such insurance coverage by Contractor.

The Contractor authorizes the City and its participating trusts to confirm all information so furnished as to the Contractor's compliance with its bonds and insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the Contractor shall repay and reimburse such damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this

contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the applicable minimum limits required herein, the Contractor shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Contractor hereby agrees to promptly authorize and request delivery to the City and its participating trusts such statement.

- D. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

16. Laws

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

17. Venue of Actions

The parties agree that if any legal action is brought pursuant to this contract, such action shall be instituted in the District Court of Oklahoma County.

18. Notices

Notices to the City shall be in writing, personally served or sent by registered mail to the :

Finance Director
The City of Midwest City
100 N Midwest Boulevard
Midwest City, OK 73110

or to such other official address as the City may from time to time specify in writing. Notice to Contractor shall be in writing, personally served or sent by registered mail to Contractor's address:

Gano Coleman, CPA, PLLC
5801 Whitetail Run
Midwest City, OK 73013

or to such other official address as Contractor may from time to time specify in writing.

19. Complete Agreement

This agreement and attached exhibits express the entire understanding and complete agreement of the City and Contractor concerning the subject matter hereof and all agreements of the City and Contractor with each other, and neither the City nor Contractor has made or shall be bound by any agreement or any representation of the other concerning the subject matter hereof which is not set forth in this agreement.

20. No Waiver or Modification

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the Parties, and no evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the Parties hereto arising out of or affecting this contract, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the Parties further agree that the provisions of this section may not be waived except as herein set forth.

21. Assignment

Neither this Contract nor any claims relating to it may be assigned, sublet or transferred by a party hereto to any party not affiliated with it except in connection with the sale or transfer of substantially all of its assets unless approved in writing by the other party.

IN WITNESS WHEREOF, the Agreement for independent audit management services is executed by the parties this ___ day of _____, 20__.

THE CITY OF MIDWEST CITY

MAYOR

ATTEST (Seal)

City Clerk

GANO COLEMAN, CPA, PLLC

Gano Coleman
By: _____

owner
Title: _____

REVIEWED for form and legality:

Assistant Municipal Counselor



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 Mayor and Council

FROM: Christy Barron, Finance Director

DATE: August 22, 2017

SUBJECT: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ending June 30, 2017. (Finance – C. Barron)

It is my recommendation to engage Crawford and Associates to prepare the Annual Financial Statements for the period ending June 30, 2017. Due to continual changes and increasing complexity of accounting standards, the City has used this firm for several years to help prepare its Annual Financial Statements. Governmental accounting is a highly specialized field, and Crawford and Associates exclusively serves governmental entities. They are nationally known for their expertise in governmental accounting standards, and we have received excellent service from them in the past.

Christy Barron
Finance Director

Attachment: Engagement Letter



March 29, 2017

Honorable Mayor and Members of the City Council
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Midwest City (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Midwest City management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Midwest City contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Midwest City are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Midwest City, Oklahoma as of and for the year ended June 30, 2017. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Midwest City, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$250
- Firm President \$250
- Shareholders \$160
- Consulting Managers \$145
- Consulting Staff \$105
- Clerical Staff \$40

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. However, for your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$18,000.

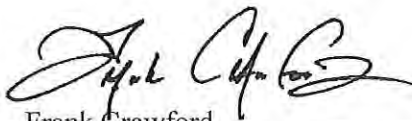
The term of this engagement is a period from July 1, 2017 through June 30, 2018. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Midwest City.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Midwest City:

By: _____

Title: _____

Date: _____



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: August 22, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement with CoxCom, LLC for telecom services for the City including telephony and internet services in an amount not to exceed \$6,000.00 per month.

As you may recall, we've made technology changes to our telephone system which has allowed us to save thousands of dollars per month by canceling the expensive "special circuits" which were required to connect City facilities together with outdated phone systems. In addition, we've audited the telecom services and disconnected unneeded/unnecessary POTS lines as well as implemented cheaper, newer style technologies that require little to no reoccurring costs. As with any large technology conversion, there may be an unforeseen need to adjust the services at each location. Realizing this, we have allocated approximately \$700.00 per month to cover services required to adequately finalize the transition to a new provider. Attached, you will find the CoxCom, LLC proposal with our best effort to recognize the services at each location.

This agreement will provide improved telephony and internet services for the City at a reduced cost. It will give us the ability to increase our internet bandwidth, switch to SIP trunks (which allows for greater flexibility as well as the ability to add capacity as needed), and offers us a more economical option for the older telephony services. The chart below summarizes telecommunication expenses over the past several years.

Historical Telecom Expenses (Vendor Activity Listing for Vendor # 6222 & 3011)

FY	AT&T	CoxCom	Total	Average Monthly Expense
2012	\$ 134,914.42	\$ 16,202.75	\$ 151,117.17	\$ 12,593.10
*2013	\$ 160,912.94	\$ 25,317.19	\$ 186,230.13	\$ 15,519.18
**2014	\$ 156,211.22	\$ 29,324.58	\$ 185,535.80	\$ 15,461.32
2015	\$ 126,431.78	\$ 26,647.03	\$ 153,078.81	\$ 12,756.57
2016	\$ 156,255.70	\$ 26,512.07	\$ 182,767.77	\$ 15,230.65
2017	\$ 140,531.23	\$ 27,049.96	\$ 167,581.19	\$ 13,965.10
TOTAL	\$ 875,257.29	\$ 151,053.58	\$ 1,026,310.87	\$ 14,254.32

* Total does not include unrelated construction buildout costs of \$100,000.00 for the Air Depot line relocate

** Total does not include unrelated construction buildout costs of \$44,815.29 for the Air Depot line relocate



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

This agreement with CoxCom LLC is conservatively estimated to save the City approximately \$99,051.81. [Average monthly cost of \$14,254.32 (see table above) minus \$6,000.00 (new monthly agreement) = \$8,254.32 savings per month or \$99,051.84 per year]. The departments that currently pay for their telecom services will see a reduction in cost, but the largest savings will be seen in the General Government account which currently pays for the main internet service and the primary telephone lines for the City.

Staff recommends approval.



Commercial Services Agreement
8/10/2017

Cox Account Rep:	Laura Matthews - 52758	Cox System Address:	
Phone Number:	4052862953		6301 Waterford Boulevard, Suite 200
Fax Number:	877.873.7870		Oklahoma City, OK 73118

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF MIDWEST CITY /CITY CLERK	Full Name:	
Street Address:	100 N MIDWEST BLVD	Billing Contact:	405-732-2281
City/State/Zip:	Midwest City, OK 73110	Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:	131-0000000-00		
Merge Bill	No		

Taxes and Fees Not Included

Service Address: 100 N MIDWEST BLVD, Midwest City, OK, 73110						Phone: 405-732-2281	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		11	\$18.00	60	New	\$198.00	
2-Way Trunk Channel		50	\$10.50	60	New	\$525.00	
10MB SIP Trunk Group Port		1	\$200.00	60	New	\$200.00	
Block of 100 DID Numbers		7	\$4.00	60	New	\$28.00	
Expert PRI Outbound Long Distance Call Plan - 5000 Free Minutes *		1	\$0.00	60	New	\$0.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
SIP Trunking Installation		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MIDWEST CITY /CITY CLERK:			MRC:	\$951.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 7200 SE 29th ST, Midwest City, OK, 73110						Phone: 405-739-8232	
						Cox Account ID: 131-0533788-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		4	\$18.00	60	New	\$72.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 25 - 25 Mbps x 5 Mbps	1	1	\$124.95	36	RN	\$124.95	
CBI Modem	1	1	\$4.99	M-M	RN	\$4.99	
VoiceManager Installation Fee		3	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC - Welcome Center:			MRC:	\$201.94	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 1124 N DOUGLAS BLVD, Midwest City, OK, 73130						Phone: 405-736-1973	
						Cox Account ID: 131-0520906-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		4	\$18.00	60	New	\$72.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 10 - 10 Mbps x 2 Mbps		1	\$70.00	60	New	\$70.00	
CBI Modem		1	\$4.99	60	New	\$4.99	
Cox WiFi Hotspot Opt In		1	\$0.00	M-M	New	\$0.00	
-Cox Business Online Backup 5GB		1	\$0.00	60	New	\$0.00	
-Cox Business Security Suite 5 Licenses		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		3	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of Midwest City Care Neighborhood			MRC:	\$146.99	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8750 SE 15 ST, Midwest City, OK, 73110						Phone: 405-739-1340	
						Cox Account ID: 131-0643933-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		2	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC - FS 6:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 100 N MIDWEST BLVD, Midwest City, OK, 73110						Phone: 405-732-2281	
						Cox Account ID: 131-0510752-02, 131-0557368-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
CBI 25 - 25 Mbps x 5 Mbps	1	1	\$124.95	36	RN	\$124.95	
CBI Modem	1	1	\$4.99	M-M	RN	\$4.99	
Cox Optical Internet 100 Mbps		1	\$1,550.00	60	New	\$1,550.00	
IP Address Block - /27 (32 IPs)		1	\$30.00	M-M	New	\$30.00	
IP Address Block - /29 (8 IPs)		1	\$0.00	M-M	New	\$0.00	
Free Access to Cox WiFi/Cable WiFi Hotspots Nationwide		1	\$0.00	60	New	\$0.00	
Cox Optical Internet Installation		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of Midwest City - City Hall:			MRC:	\$1,709.94	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 7255 NE 36TH ST, Oklahoma City, OK, 73141						Phone: 405-739-1320	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		1	\$18.00	60	New	\$18.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC Gun Range:			MRC:	\$18.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 10750 WATERPLANT RD, Midwest City, OK, 73130						Phone: 405-741-0860	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		2	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MWC - Waterplant SIU:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 7221 NE 36TH ST, Oklahoma City, OK, 73141						Phone: 405-427-6640	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		2	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC Animal Welfare:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 3210 BELAIRE DR, Midwest City, OK, 73110						Phone: 405-732-9999	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential		1	\$18.00	60	New	\$18.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of Midwest City HIDDEN CREEK:			MRC:	\$18.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 711 S DOUGLAS BLVD, Midwest City, OK, 73130						Phone: 405-732-2209	
						Cox Account ID: 131-0598502-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		3	\$18.00	60	New	\$54.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 10 - 10 Mbps x 2 Mbps		1	\$70.00	60	New	\$70.00	
CBI - Static IP address additional	1	1	\$0.00	M-M	Amendment	\$0.00	
CBI Modem		1	\$4.99	60	New	\$4.99	
Cox WiFi Hotspot Opt In		1	\$0.00	M-M	New	\$0.00	
-Cox Business Online Backup 5GB		1	\$0.00	60	New	\$0.00	
-Cox Business Security Suite 5 Licenses		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		3	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for John Conrad Regional Golf Course:			MRC:	\$128.99	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 100 N MIDWEST BLVD, Midwest City, OK, 73110						Phone: 405-732-2266	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MIDWEST CITY % DISPATCH:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 550 ADAIR, Midwest City, OK, 73110						Phone: 405-739-1374	
						Cox Account ID: 131-0668242-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 10 - 10 Mbps x 2 Mbps		1	\$70.00	60	New	\$70.00	
CBI Modem		1	\$4.99	60	New	\$4.99	
Cox WiFi Hotspot Opt In		1	\$0.00	M-M	New	\$0.00	
-Cox Business Online Backup 5GB		1	\$0.00	60	New	\$0.00	
-Cox Business Security Suite 5 Licenses		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for city of MWC - FS 2:			MRC:	\$110.99	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 800 N AIR DEPOT BLVD, Midwest City, OK, 73110						Phone: 405-732-3943	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MIDWEST CITY FS#3:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 7420 NE 36TH ST, Midwest City, OK, 73141						Phone: 405-424-2722	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		10	\$18.00	60	New	\$180.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MIDWEST CITY WASTE WATER:			MRC:	\$180.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8251 E RENO AVE, Midwest City, OK, 73110						Phone: 405-737-7611	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		3	\$18.00	60	New	\$54.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		3	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MIDWEST CITY Senior Center:			MRC:	\$54.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8712 NE 10TH ST, Midwest City, OK, 73110						Phone: 405-739-1340	
						Cox Account ID: 131-0613826-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 10 - 10 Mbps x 2 Mbps		1	\$70.00	60	New	\$70.00	
Static IP Address - 1 Included IP		1	\$0.00	M-M	New	\$0.00	
CBI Modem		1	\$4.99	60	New	\$4.99	
Cox WiFi Hotspot Opt In		1	\$0.00	M-M	New	\$0.00	
-Cox Business Online Backup 5GB		1	\$0.00	60	New	\$0.00	
-Cox Business Security Suite 5 Licenses		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Fire Station #4:			MRC:	\$110.99	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8730 SE 15TH ST, Midwest City, OK, 73110						Phone: 405-739-1374	
						Cox Account ID: 131-0718809-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential		2	\$18.00	60	RN	\$36.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MWC Public Works:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 801 S WESTMINISTER RD, Midwest City, OK, 73130						Phone: 405-869-8629	
						Cox Account ID: 131-0299011-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Essential		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
CBI 10 - 10 Mbps x 2 Mbps		1	\$70.00	60	New	\$70.00	
Static IP Address - 1 Included IP		1	\$0.00	M-M	New	\$0.00	
CBI Modem		1	\$4.99	60	New	\$4.99	
Cox WiFi Hotspot Opt In		1	\$0.00	M-M	New	\$0.00	
-Cox Business Online Backup 5GB		1	\$0.00	60	New	\$0.00	
-Cox Business Security Suite 5 Licenses		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Money Back Guarantee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC - Fire Station 5:			MRC:	\$110.99	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8726 SE 15 ST, Midwest City, OK, 73110						Phone: 405-739-1000	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
2-Way Trunk Channel		23	\$10.50	60	New	\$241.50	
10MB SIP Trunk Group Port		1	\$200.00	60	New	\$200.00	
Block of 100 DID Numbers		1	\$4.00	60	New	\$4.00	
Expert PRI Outbound Long Distance Call Plan - 5000 Free Minutes *		1	\$0.00	60	New	\$0.00	
SIP Trunking Installation		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of Midwest City % PWA:			MRC:	\$445.50	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 101 S DOUGLAS, Midwest City, OK, 73130						Phone: 405-739-0066	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
VoiceManager Installation Fee		2	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC Swimming Pool:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 1730 CENTER DR, Midwest City, OK, 73110						Phone: 405-732-2281	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		1	\$18.00	60	New	\$18.00	
VoiceManager Installation Fee		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MWC - ARTZ PLACE:			MRC:	\$18.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 8730 SE 15TH ST, Midwest City, OK, 73110						Phone: 405-739-1060	
						Cox Account ID: 131-0000000-00	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		2	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for City of MWC Streets & Park Maint:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Enhanced		2	\$18.00	60	New	\$36.00	
Cox Nickel Plan for 1-5 lines with 250 free INTERSTATE minutes		1	\$0.00	M-M	New	\$0.00	
VoiceManager Installation Fee		2	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for CITY OF MWC PARKS & REC:			MRC:	\$36.00	NRC:	\$0.00	Equipment Cost: \$0.00

Totals for all Accounts :	MRC:	\$4,529.33	NRC:	\$0.00	Equipment Cost:	\$0.00
----------------------------------	-------------	------------	-------------	--------	------------------------	--------

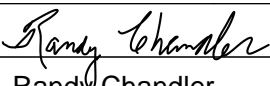
Special Conditions

Customer acknowledges that this Agreement is a five year agreement that consists of five separate one-year annual renewal terms each of which is subject to cancellation only for nonreceipt of funding by Customer and for each renewal term, Customer agrees to use good faith and commercially reasonable efforts to renew the funding for the Services under this Agreement.

Promotion Details

- Thank you for your business! As a valued Cox Business Customer, we would like to offer additional services to help your business grow. Cox Media consultants provide media solutions to help reach your audience more effectively and efficiently with advanced cable and digital advertising products. Call toll free 1-855-MEDIAMX (1-855-633-4269) or mediamx@coxmedia.com today for more information.
 - Customer who is not satisfied with a Cox Business Internet, Cox Business VoiceManager or Cox Business Television Service may be entitled to a refund of up to the first forty-five (45) days of the monthly recurring charges for that Service, plus applicable taxes and surcharges. To qualify for this refund, the Customer must notify Cox Business in writing within 30-days of installation of the applicable Service that the Customer is exercising its rights under this 30-Day Satisfaction Guarantee to terminate that Service. If the Customer chooses to terminate such Service at that time, Cox will waive the early termination fees associated with the qualifying terminated Service(s). The refund excludes Service activations requiring construction or installation costs incurred by Cox in excess of \$300. The refund excludes all local and long distance usage charges which Customer shall be required to pay, and all taxes and fees associated with such usage charges. A Customer may obtain this refund only once for each applicable Cox Service. All Cox equipment rented or used by the Customer must be returned to Cox in good condition prior to any refunds or credits being issued.
 - *Offer ends 12/31/16. Available to existing subscribers of Cox Business Internet in serviceable areas. Pricing shown reflects the additional service charge per month that will be added to existing CBI product monthly charge. Prices exclude equipment, installation, taxes, and fees, unless indicated. Speeds not guaranteed; actual speeds may vary. Rates and bandwidth options vary and are subject to change. Equipment may be required. Services provided by Cox Business, a division of CoxCom, LLC. Services not available in all areas. Other restrictions may apply. © 2016 CoxCom, LLC. All rights reserved.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature: 
Print:	Print: Randy Chandler
Title Position:	Title Position: Cox Business VP Okla.
Date:	Date: 8-10-17

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, non-recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



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 City Council

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

Date: August 22, 2017

Subject: Discussion and consideration of approving an agreement between the City of Midwest City and Yes Companies Exp Key, LLC to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City.

The accompanying Sewer and Water Agreement is to replace an erroneous agreement between the park's prior ownership group and the City of Midwest City and the Municipal Authority dated March 11th, 2014. Due to a change in park ownership the erroneous 2014 agreement was terminated at the April 27, 2107 meeting. This agreement will be on both the City Council agenda and the Municipal Authority.

Staff recommends approving and entering into the agreement.

Patrick Menefee, P.E.
City Engineer

Attachments

SEWER AND WATER AGREEMENT

This Agreement is made and entered into by and among the CITY OF MIDWEST CITY, OKLAHOMA ("Midwest City"), the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust (the "Authority") and YES COMPANIES EXP KEY, LLC, a Delaware limited liability company ("YES").

WITNESSETH:

WHEREAS, Midwest City owns and operates a sewer pipeline, which it leases to the Authority, that is eight (8) inches in diameter in Midwest City's right-of-way on Timber Ridge Boulevard between SE 29th Street and Red Oak Drive (the "sewer pipeline"); and

WHEREAS, YES owns the Timberland Mobile Home Park at 13501 SW 29th Street (the "Park"); and

WHEREAS, Midwest City and YES intend to enter into a Sewer and Water Agreement adopting the substantive terms in order to effectuate the intent of an earlier Sewer and Water Agreement between Midwest City and YES Companies EXP, LLC, a predecessor in title to YES, which terms are substantively restated below as now between Midwest City and YES;

WHEREAS, YES constructed a new sewer line south from the Red Oak Drive location in Midwest City's right-of-way on Timber Ridge Boulevard, east along SW 29th Street, then north to the Park; and

WHEREAS, Midwest City would like to construct a new drinking water storage facility within the Park, upon land conveyed by YES to the Authority;

WHEREAS, the Park is now connected to the Midwest City wastewater treatment system or the Midwest City drinking water distribution system; and

WHEREAS, Midwest City and the Authority are able and willing to allow YES to continue to operate the sewer pipeline southeast from Red Oak Drive, upon the condition that YES will only utilize the Park for residential purposes which condition shall continue so long as the Park remains outside of the corporate city limits of Midwest City; and

WHEREAS, YES has agreed to utilize the Park only for residential purposes for the term of this Agreement, unless and until the Park becomes and is within the corporate city limits of Midwest City; and

WHEREAS, YES is able and willing to allow the Authority to construct a new drinking water storage facility, and convey land to the Authority for this purpose, upon the condition that the Authority will only utilize the land for the sole purpose of constructing and operating a drinking water storage facility, and allow YES continued access to service and maintain an existing

drinking water well, in exchange for consideration and upon conditions contained in this Agreement; and

WHEREAS, YES has established and will continue to utilize an account and meter installed for wastewater services with Midwest City and be solely responsible for paying Midwest City the charges for the sewer service provided to the Park residents;

WHEREAS, YES may establish an account with Midwest City for drinking water, and should YES so elect, will not be charged any fees for such access except for the purchase of the meter;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, to be well and truly observed and faithfully kept and performed by them, it is agreed among the parties as follows:

1. SEWER PIPELINE

- (A) Pipeline: Midwest City has granted YES non-exclusive permission to extend the sewer pipeline, which YES completed at its own cost and expense, to use such necessary public easements and rights-of-way to extend the sewer pipeline, and to provide public sewer service to the residents of the Park so long as YES uses the Park for residential purposes as provided in this Agreement. The extension of the sewer pipeline was constructed in accordance with requirements of the State of Oklahoma and Midwest City ordinances and standards, including the lift station within the Park, wherein YES installed a chopper pump. All facilities, public works, utilities and appurtenances which were installed as described herein shall be and shall remain the property of Midwest City and no charge shall at any time be made by YES for Midwest City's use of the Park for the privilege of maintaining and operating said facilities and appurtenances pursuant to the Easement Grant, to be executed in substantively similar form as Exhibit 1 ("Sewer Easement"). Midwest City shall accept this dedication with YES's execution of the Sewer Easement.
- (B) Billing: Midwest City shall continue its contract with YES for the billing and payment for sewer service to the Park provided via the sewer pipeline. YES will promptly pay all billings for sewer service from Midwest City in accordance with the terms and conditions of such contract.
- (C) Consideration: Both parties hereto have exchanged mutual covenants and promises, and other good and valuable consideration.

2. DRINKING WATER STORAGE FACILITY

- (A) Storage Facility: With YES's execution of the Special Warranty Deed, Exhibit 2, YES grants and conveys to the Authority approximately 2.34 acres as described therein for the Authority's use on which to construct and operate a drinking water storage facility, and only so long as the Au-

thority uses the 2.34 acres exclusively for construction and operation of a drinking water storage facility, which the Authority shall construct and operate at its own cost and expense on the terms and conditions set forth therein. The drinking water storage facility must be constructed in accordance with requirements of the State of Oklahoma and Midwest City ordinances and standards. YES will not be responsible for the acts of the Authority in constructing or operating the drinking water storage facility or in the provision of drinking water services. The Authority shall, subject to YES's approval regarding appearance which shall not be unreasonably withheld (i) paint the structures in a suitable color which shall not be offensive to the residents living in the Park, (ii) fence with an eight foot tall chain link security fence, lock and provide lighting for the drinking water storage facility to provide security, (iii) post contact information, (iv) enforce hours of operation during normal business hours except for emergency situations, (v) provide screening vegetation to a minimum height of eight feet, (vi) name YES as an additional insured on the Midwest City municipal liability insurance policy.

- (B) Billing: YES may connect to the Midwest City drinking water storage facility distribution system without a fee but must pay for the purchase and installation of its own meter. Upon such connection, YES shall establish an account for municipal drinking water supply with Midwest City for billing and payment for drinking water service to the Park provided via the drinking water storage facility distribution system. YES will promptly pay all billings for drinking water service from Midwest City in accordance with the terms and conditions of such contract.
- (C) Consideration: All parties hereto have exchanged mutual covenants and promises, and other good and valuable consideration. See Section 1(C) above. Neither Midwest City nor the Authority shall be or be deemed to be a contractor, employee or agent of YES.

3. COMMUNICATIONS

Notices or other communications to YES pursuant to the provisions of this Agreement shall be sufficient if hand delivered or sent by certified or registered mail, postage prepaid, addressed to:

YES Companies EXP Key, LLC
1900 16th Street
Suite 950
Denver, Colorado 80202
Attention Walter Moreland

Notices or other communications to Midwest City shall be sufficient if hand delivered or sent by certified or mail, postage prepaid, addressed to:

City Clerk

City of Midwest City
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Notices or other communications to the Authority shall be sufficient if hand delivered or sent by certified or mail, postage prepaid, addressed to:

Secretary
Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

or to such other representatives as the parties may designate in writing from time to time.

5. ASSIGNMENT

The rights and privileges granted by this Agreement shall not be assigned without the prior written approval of the other parties.

6. EXECUTION

This Agreement shall be executed in duplicate with each executed instrument deemed an original.

7. EFFECTIVE

This Agreement shall become effective upon the approval of all parties to this Agreement and shall remain in effect until such time as YES shall commence utilizing the YES property for uses other than residential purposes, or this Agreement is otherwise terminated by one or both of the parties.

8. ABIDE

Both parties to this Agreement shall abide by all laws, statutes, ordinances, rules and regulations of the jurisdiction in which they act or operate.

9. AMENDMENT

This Agreement shall not be amended without the prior written approval of both parties to this Agreement.

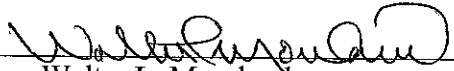
10. TIME OF ESSENCE

For the purposes of this Agreement, time shall be deemed of the essence.

11. BREACH

A failure to satisfy any provision, covenant or obligation of this Agreement shall be deemed a breach of this entire Agreement. Using the sewer line to provide sewer service to any property, building, structure or entity other than the Park shall also be deemed a breach of this entire Agreement.

YES COMPANIES EXP KEY, LLC

By: 
Name: Walter L. Moreland
Title: Authorized Person

APPROVED by the Council and signed by the Mayor of the City of Midwest City this _____ day of _____, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED by the trustees and signed by the chairman of the Midwest City Municipal Authority this _____ day of _____ h, 2017.

MIDWEST CITY MUNICIPAL AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this _____ day of _____, 2017.

PHIL ANDERSON, City Attorney

Exhibit 1

EASEMENT GRANT FOR SANITARY SEWER

THIS EASEMENT GRANT is made between YES COMPANIES EXP KEY, LLC, a Delaware limited liability company ("Grantor"), and CITY OF MIDWEST CITY, OKLAHOMA, an Oklahoma Municipal corporation ("Grantee").

Grantor is the owner of the tract of land described on Exhibit A hereto (hereafter referred to "Parcel 1").

Grantor desires to grant and Grantee desires to receive an easement over and across Parcel 1 as described in Exhibits B and C (the "Easement Parcel").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Grantor hereby grants to Grantee, its tenants, invitees and guests, as an easement, an exclusive, permanent easement for installing, maintaining and repairing a sanitary sewer over, under and across the Easement Parcel as described in Exhibits B and C, which, is dedicated to Grantee as long as Grantor utilizes Parcel 1 for residential purposes.
2. Use of Easement Parcel. The installation, operation or maintenance of pipes, conduits, or wires under, upon or over the Easement Parcel, and continued access through the existing paved roads within the Easement Parcel, is permitted.
3. Maintenance of Easement Parcel. Grantor shall maintain the Easement Parcel in good condition and repair (reasonable wear and tear excepted) and shall indemnify Grantee from and against any and all matters arising out of relating to the exercise of its rights hereunder. All repairs and replacements shall, to the extent possible, be at least equivalent in quality to the original work.
4. Acceptance of Easement Parcel. Grantee hereby accepts Grantor's grant of the Easement Parcel to Grantee, which acceptance is evidenced by the mayor's signature on this Easement Grant.
5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
6. Attorneys' Fees. Either party may enforce this instrument by appropriate action and the prevailing party in such litigation shall recover as part of its costs its reasonable attorneys' fee.
7. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on Grantee is carried out.

IN WITNESS WHEREOF, the parties have executed this Easement Grant this _____ day of _____ 2017.

GRANTOR:

YES COMPANIES EXP KEY, LLC

By: _____
Walter L. Moreland, Manager

ACCEPTANCE BY GRANTEE:

CITY OF MIDWEST CITY, OKLAHOMA

By: _____
Matt Dukes, Mayor

STATE OF)
) ss:
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Walter L. Moreland, as Manager of YES Companies EXP KEY, LLC, a Delaware limited liability company.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Matt Dukes, as Mayor of the City of Midwest City, Oklahoma, an Oklahoma Municipal corporation.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Choctaw, County of Oklahoma, State of Oklahoma, described as follows:

Parcel I:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and further described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence South 89°53'57" West along the South line of said Southeast Quarter (SE/4) for a distance of 1092.00 feet to the Point of Beginning;

Thence South 89°53'57" West along said South line for a distance of 1282.49 feet;

Thence North 00°11'10" West for a distance of 400.00 feet;

Thence South 89°53'57" West for a distance of 175.00 feet;

Thence North 00°11'10" West for a distance of 917.00 feet;

Thence North 89°53'57" East for a distance of 1549.77 feet;

Thence North 00°10'26" West for a distance of 1071.00 feet;

Thence North 89°53'57" East for a distance of 400 feet;

Thence South 00°10'26" East for a distance of 1488.00 feet;

Thence South 89°53'57" West for a distance of 492.00 feet;

Thence South 00°10'26" East for a distance of 900.00 feet to the Point of Beginning.

Parcel II:

Together with the Easement rights created by Easement for private sewer line, filed June 1, 1995 and recorded in Book 6749, Page 1075, records of Oklahoma County, Oklahoma, over the tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning at a point, said point being located 1092 feet West and 300 feet North from the Southeast corner of the Southeast Quarter (SE/4) of Section 10;

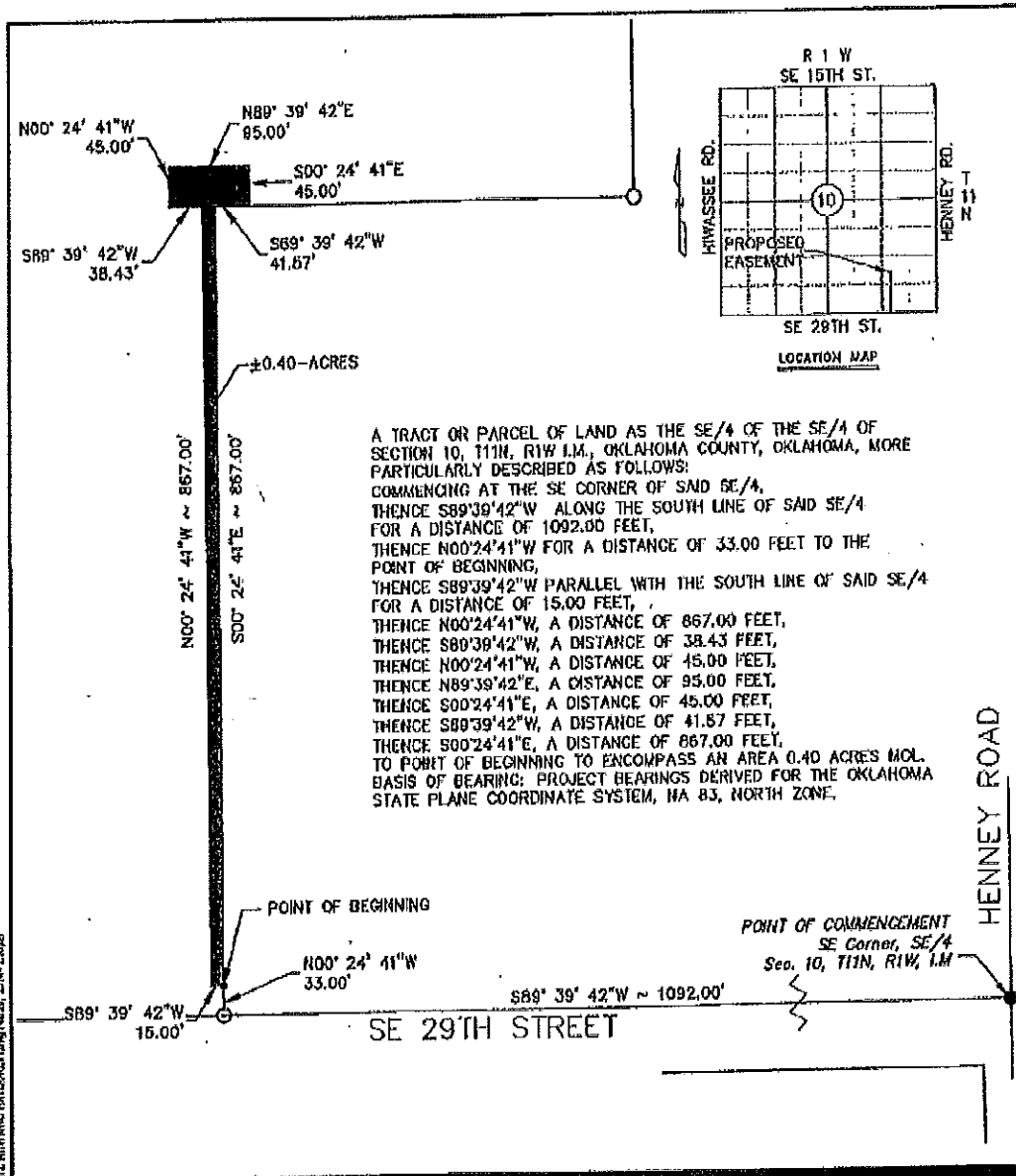
Thence North and parallel to the East boundary of the said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence East and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet;

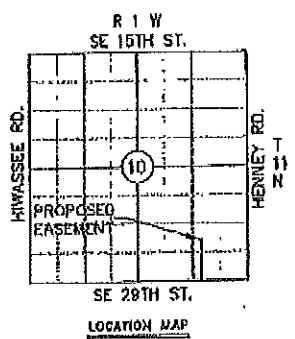
Thence South and parallel to the East boundary of said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence West and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet to the Point of Beginning.

Exhibit B



A TRACT OR PARCEL OF LAND AS THE SE/4 OF THE SE/4 OF SECTION 10, T11N, R1W I.M., OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SE CORNER OF SAID SE/4,
 THENCE S89°39'42\"/>



CARDINAL ENGINEERING
 1018 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1066 Fax 405.843.4687
 3226 East Conner River Norman, OK 73072
 Phone 405.679.0455 Fax 405.366.8510
<http://www.cardinalengineers.com>
 CA# 2954, expiration date 06/30/2018

DRAWING FILE PUBLIC WATER IMPROVEMENTS	DONOR/REAL:
PROJECT TIMBERLAND MOBILE HOME PARK	
LOCATION 13501 SE 29TH ST. OKLAHOMA COUNTY, OK	
PREPARED BY YESI COMMUNITIES DENVER, CO	

Project No.	13081
Drawn By	GC
Checked By	MB
Date	02/11/2014
Scale	1" = 150'
Issued For	APPROVAL
Drawing No.	EX-B

Exhibit C

Exhibit "C"

A TRACT OR PARCEL OF LAND AS THE SW/4 OF THE SE/4 OF SECTION 10, T11N, R1W I.M., OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SE/4 OF SAID QUARTER SECTION,
 THENCE S89°40'13"W FOR A DISTANCE OF 1663.49 FEET,
 THENCE N00°19'47"W FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING,
 THENCE N02°13'29"E FOR A DISTANCE OF 64.21 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 238.36 FEET,
 A CHORD BEARING OF N49°54'19"E, A CHORD DISTANCE OF 101.28 FEET,
 AN ARC LENGTH OF 102.06 FEET,
 THENCE N60°26'04"E FOR A DISTANCE OF 88.40 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 97.96 FEET,
 A CHORD BEARING OF N78°46'27"E, A CHORD DISTANCE OF 61.96,
 AN ARC LENGTH OF 63.04 FEET,
 THENCE S87°59'36"E FOR A DISTANCE OF 148.35 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 48.91 FEET,
 A CHORD BEARING OF N47°47'19"E, A CHORD DISTANCE OF 68.28,
 AN ARC LENGTH OF 75.58 FEET,
 THENCE N04°09'10"E FOR A DISTANCE OF 94.55 FEET,
 THENCE N00°46'23"E FOR A DISTANCE OF 97.32 FEET,
 THENCE N00°39'46"E FOR A DISTANCE OF 222.82 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 366.87 FEET,
 A CHORD BEARING OF N16°05'04"W, A CHORD DISTANCE OF 169.21 FEET,
 AN ARC LENGTH OF 170.74 FEET,
 THENCE N26°09'55"W FOR A DISTANCE OF 60.87 FEET,
 THENCE N59°08'06"E FOR A DISTANCE OF 107.49 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 116.65 FEET,
 A CHORD BEARING OF N75°55'51"E, A CHORD DISTANCE OF 73.49 FEET,
 AN ARC LENGTH OF 74.76 FEET,
 THENCE S00°24'41"E FOR A DISTANCE OF 17.23 FEET,
 THENCE N89°39'42"E FOR A DISTANCE OF 92.03 FEET,
 THENCE N00°24'41"W FOR A DISTANCE OF 39.46 FEET,
 THENCE S89°39'42"W FOR A DISTANCE OF 92.21 FEET,
 THENCE S00°24'41"E FOR A DISTANCE OF 6.17 FEET,

CONTINUED ON EX--C2

COPYRIGHT 2014 BY CARDINAL ENGINEERING, INC. ALL RIGHTS RESERVED. 2014-10-01



CARDINAL ENGINEERING
 1015 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1055 Fax 405.843.4467
 3226 Earl Conner Drive Norman, OK 73072
 Phone 405.679.0655 Fax 405.856.8610
 http://www.cardinalengineers.com
 C.A.# 2054, expiration date 06.30.2015

DRAWING TITLE ACCESS EASEMENT
Project TIMBERLAND MOBILE HOME PARK
Location 13501 SE 29TH ST. OKLAHOMA COUNTY, OK
Prepared For YES! COMMUNITIES DENVER, CO

REMARKS/NOTES:

Project No.	13081
Drawn By	CC
Checked By	MB
Date	02/26/2014
Scale	N.T.S.
Issued For	APPROVAL
Drawing No.	EX-C1

Exhibit "C"

CONT FROM EX-C1:

THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 132.65 FEET,
 A CHORD BEARING OF S75°40'23"W, A CHORD DISTANCE OF 82.00 FEET,
 AN ARC LENGTH OF 83.37 FEET,
 THENCE S59°08'06"W FOR A DISTANCE OF 122.02 FEET,
 THENCE S26°09'55"E FOR A DISTANCE OF 76.07 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.87 FEET,
 A CHORD BEARING OF S16°09'34"E, A CHORD DISTANCE OF 161.80 FEET,
 AN ARC LENGTH OF 163.27 FEET,
 THENCE S00°39'46"W FOR A DISTANCE OF 222.33 FEET,
 THENCE S00°46'23"W FOR A DISTANCE OF 96.83 FEET,
 THENCE S04°09'10"W FOR A DISTANCE OF 94.17 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 32.91 FEET,
 A CHORD BEARING OF S47°43'09"W, A CHORD DISTANCE OF 46.00 FEET,
 AN ARC LENGTH OF 50.94 FEET,
 THENCE N87°59'36"W FOR A DISTANCE OF 147.94 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 113.96 FEET,
 A CHORD BEARING OF S76°44'02"W, A CHORD DISTANCE OF 71.35 FEET,
 AN ARC LENGTH OF 72.57 FEET,
 THENCE S60°26'04"W FOR A DISTANCE OF 87.88 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 254.36 FEET,
 A CHORD BEARING OF S49°17'37"W, A CHORD DISTANCE OF 112.90 FEET,
 AN ARC LENGTH OF 113.84 FEET,
 THENCE S02°13'29"W FOR A DISTANCE OF 69.94 FEET,
 THENCE N89°40'59"E FOR A DISTANCE OF 16.02 FEET TO THE POINT OF BEGINNING,
 TO POINT OF BEGINNING TO ENCOMPASS AN AREA 0.60 ACRES MOL. BASIS OF BEARING:
 PROJECT BEARINGS DERIVED FOR THE OKLAHOMA STATE PLANE COORDINATE SYSTEM,
 NAD 83, NORTH ZONE. THIS PROPERTY DESCRIPTION WAS PREPARED BY
 MATT C. BARNUM, PLS 1742 ON JANUARY 8, 2014

C:\Projects\2014\EX-C2\ACCESS EASEMENT\TIMBERLAND MOBILE HOME PARK SITE PLAN 08-2014-150.DWG



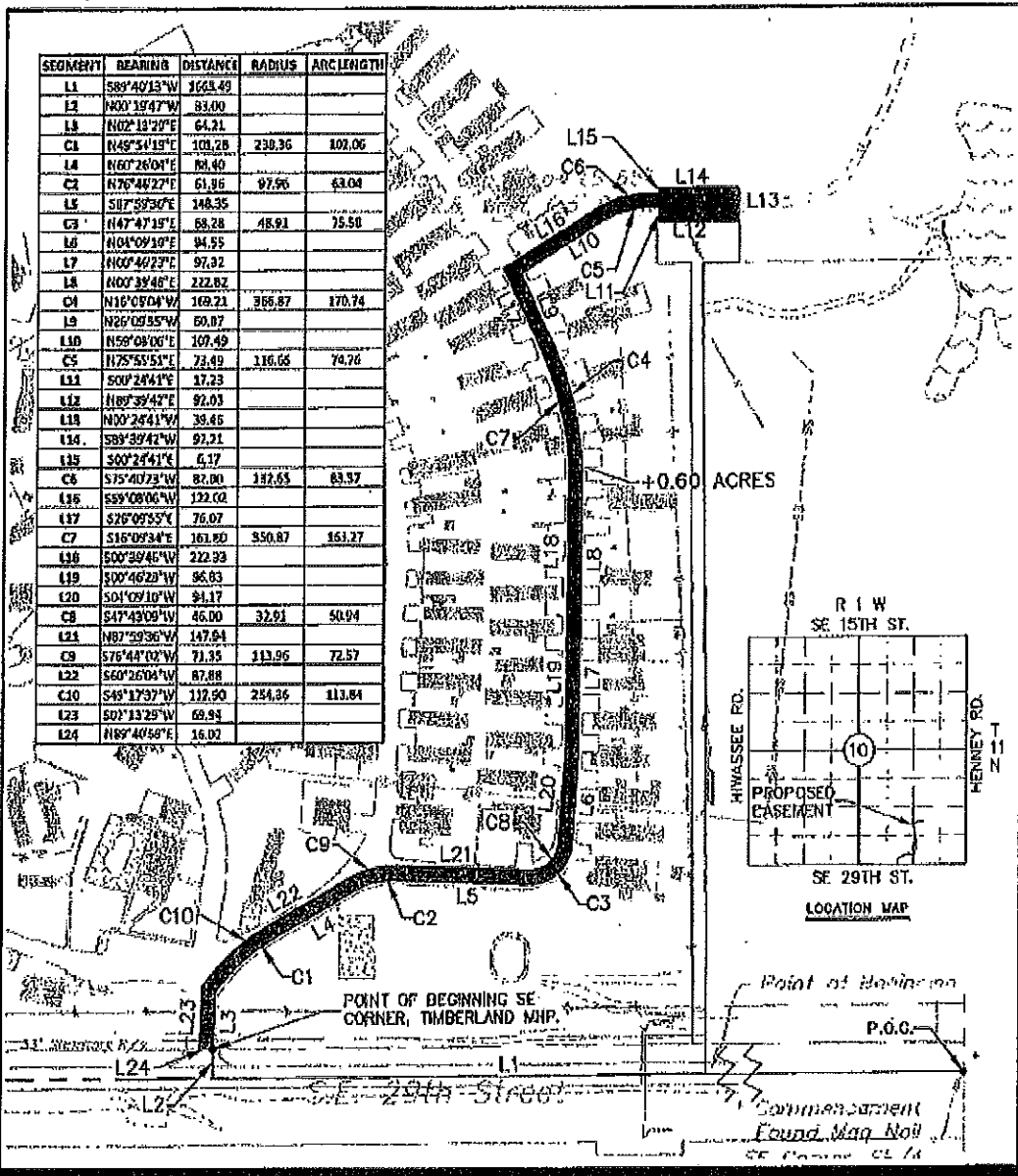
CARDINAL
ENGINEERING

1015 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1055 Fax 405.843.4697
 3226 East Center Drive Norman, OK 74402
 Phone 405.579.0555 Fax 405.366.0540
<http://www.cardinalengineers.com>
 C.A.# 2054, expiration date 06.30.2015

DRAWING TITLE ACCESS EASEMENT
Project TIMBERLAND MOBILE HOME PARK
Location 13501 SE 29TH ST. OKLAHOMA COUNTY, OK
Prepared For YES2 COMMUNITIES DENVER, CO

SIGNATURE/DATE

Project No.	13081
Drawn By	CC
Checked By	MB
Date	02/28/2014
Scale	N.T.S.
Issued For	APPROVAL
Drawing No.	EX-C2



CARDINAL ENGINEERING
 1016 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1100 Fax 405.843.4687
 3226 East Corner Drive Norman, OK 73072
 Phone 405.679.2655 Fax 405.366.8540
 http://www.cardinalengineering.com
 QAE 2034, exp 01/01/2015

DEANING TITLE ACCESS EASEMENT
 Project: **TIMBERLAND MOBILE HOME PARK**
 Location: **13501 SE 29TH ST, OKLAHOMA COUNTY, OK**
 Prepared For: **YES! COMMUNITIES DENVER, CO**

SIGNATURE/SEAL:
 20176405010402680
 Filing Fee: \$27.00
 04/05/2017 02:47:09 PM
 EASE

Project No.	13001
Drawn by	CC
Checked by	MB
Date	02/28/2014
Scale	1"=100'
Issue For	APPROVAL
Drawing No.	EX-C3



Exhibit 2

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

THAT YES COMPANIES EXP KEY, LLC, a Delaware limited liability company, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust, Grantee, the property described on Exhibit A hereto (the "Property"), together with all the improvements thereon and appurtenances thereunto belonging; Provided, (i) the Property is to be used by Grantee solely to build and maintain a drinking water storage facility and, in the event Grantee ceases using the Property solely for a drinking water storage facility, the title and possession of the Property shall revert to Grantor and its successors and assigns and Grantor and its successors and assigns shall have an immediate right of re-entry to the Property but Grantee shall have thirty (30) days of right of access to remove its drinking water storage facility; and (ii) Grantor reserves for itself and its successors and assigns a permanent, non-exclusive easement for vehicular and pedestrian access to the water well located on the Property.

TO HAVE AND TO HOLD said described premises unto Grantee, its successors and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature by or through Grantor, but not otherwise.

EXECUTED AND DELIVERED this _____ day of _____, 2017.

YES COMPANIES EXP KEY, LLC

By: _____
Manager

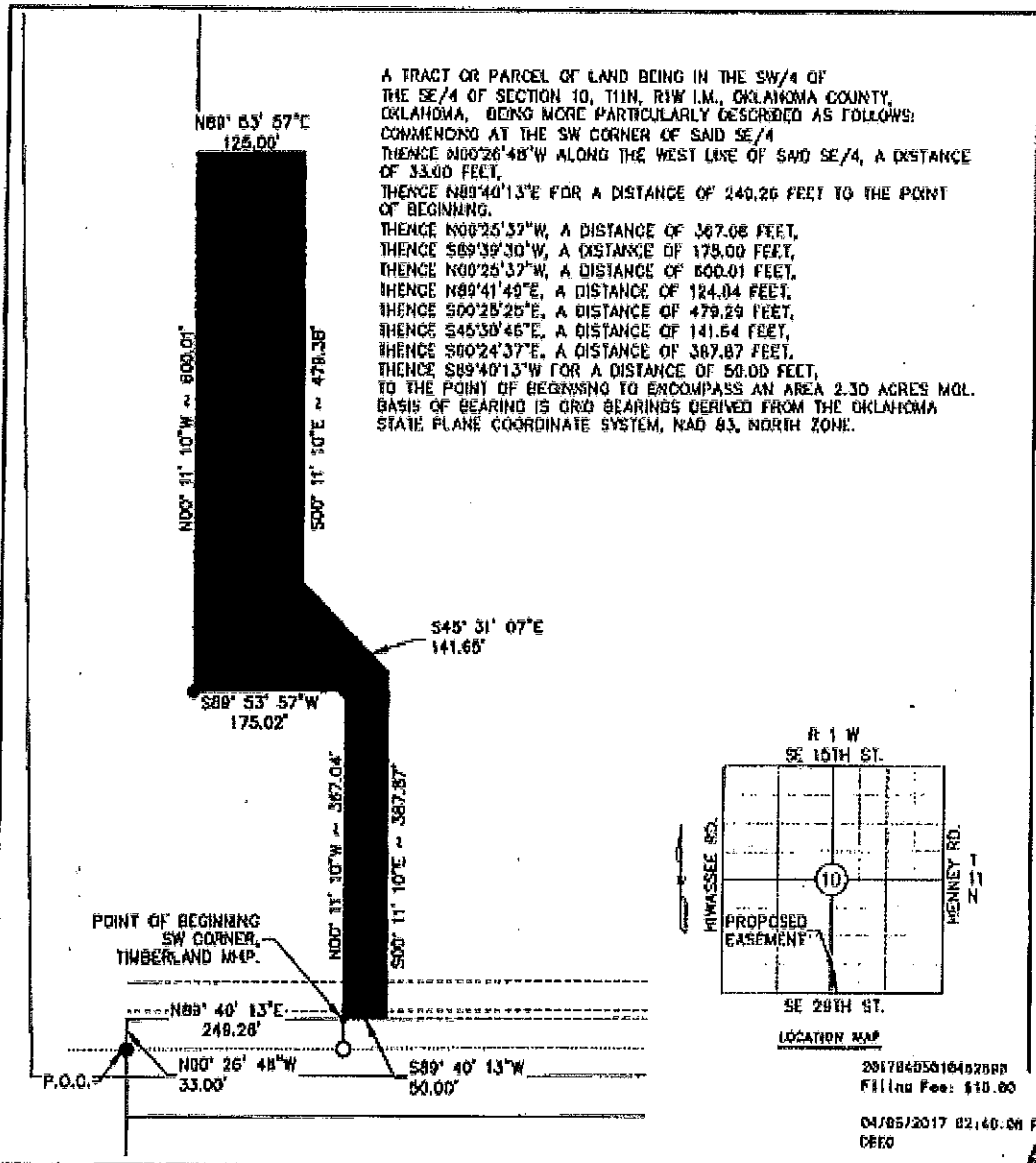
STATE OF)
) ss:
COUNTY OF)

This instrument was acknowledged before me on _____, 2017, by Walter L. Moreland, as Manager of YES COMPANIES EXP KEY, LLC.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

Exhibit A



20170405010402000
 Filing Fee: \$10.00

04/05/2017 02:40:08 PM
 CEO



CARDINAL ENGINEERING
 1616 N. Broadway Avenue, Suite 200
 Oklahoma City, OK 73103
 Phone 405.842.1044 Fax 405.843.4487
 3134 W. Corbett Drive Norman, OK 73072
 Phone 405.879.6555 Fax 405.345.0540
 Website: www.cardinalengineering.com
 O&A 2014, expiring 04/30/2018

ISSUING TITLE
PUBLIC WATER IMPROVEMENTS
 Project:
TIMBERLAND MOBILE HOME PARK
 Location:
 33501 SE 29TH ST.
 OKLAHOMA COUNTY, OK
 Prepared For:
**YES! COMMUNITIES
 DENVER, CO**

DATE: 04/05/2017
 TIME: 02:40:08 PM
 PROJECT: EX-A

Project No.	15061
Drawn By	GO
Checked By	NB
Date	02/05/2014
Scale	1" = 100'
Issued For	APPROVAL
Drawing No.	EX-A



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 City Council

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

Date: August 22, 2017

Subject: Discussion and consideration of accepting an Easement Grant for Sanitary Sewer from Yes Companies Exp Key, LLC for the existing utility easement located on the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.

The accompanying Easement Grant for Sanitary Sewer from Yes Companies Exp Key LLC is to replace the previous erroneous easement that was terminated at the April 27, 2107 meeting.

Staff recommends accepting the easement.

Patrick Menefee, P.E.
City Engineer

Attachments

EASEMENT GRANT FOR SANITARY SEWER

THIS EASEMENT GRANT is made between YES COMPANIES EXP KEY, LLC, a Delaware limited liability company ("Grantor"), and CITY OF MIDWEST CITY, OKLAHOMA, an Oklahoma Municipal corporation ("Grantee").

Grantor is the owner of the tract of land described on Exhibit A hereto (hereafter referred to "Parcel 1").

Grantor desires to grant and Grantee desires to receive an easement over and across Parcel 1 as described in Exhibits B and C (the "Easement Parcel").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Grantor hereby grants to Grantee, its tenants, invitees and guests, as an easement, an exclusive, permanent easement for installing, maintaining and repairing a sanitary sewer over, under and across the Easement Parcel as described in Exhibits B and C, which, is dedicated to Grantee as long as Grantor utilizes Parcel 1 for residential purposes.

2. Use of Easement Parcel. The installation, operation or maintenance of pipes, conduits, or wires under, upon or over the Easement Parcel, and continued access through the existing paved roads within the Easement Parcel, is permitted.

3. Maintenance of Easement Parcel. Grantor shall maintain the Easement Parcel in good condition and repair (reasonable wear and tear excepted) and shall indemnify Grantee from and against any and all matters arising out of relating to the exercise of its rights hereunder. All repairs and replacements shall, to the extent possible, be at least equivalent in quality to the original work.

4. Acceptance of Easement Parcel. Grantee hereby accepts Grantor's grant of the Easement Parcel to Grantee, which acceptance is evidenced by the mayor's signature on this Easement Grant.

5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Attorneys' Fees. Either party may enforce this instrument by appropriate action and the prevailing party in such litigation shall recover as part of its costs its reasonable attorneys' fee.

7. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on Grantee is carried out.

7. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on Grantee is carried out.

IN WITNESS WHEREOF, the parties have executed this Easement Grant this _____ day of _____ 2017.

GRANTOR:

YES COMPANIES EXP KEY, LLC

By: Walter L. Moreland
Walter L. Moreland, ~~Manager~~ Authorized Person

ACCEPTANCE BY GRANTEE:

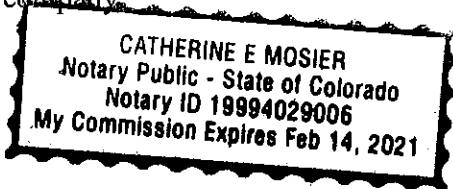
CITY OF MIDWEST CITY, OKLAHOMA

By: _____
Matt Dukes, Mayor

STATE OF Colorado)
) ss:
COUNTY OF Denver)

This instrument was acknowledged before me on the 8th day of May, 2017, by Walter L. Moreland, as Manager of YES Companies EXP KEY, LLC, a Delaware limited liability company.

(Seal)



Catherine E Mosier
Notary Public
My Commission Expires: 2/14/2021
Commission No.: 19994029006

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Matt Dukes, as Mayor of the City of Midwest City, Oklahoma, an Oklahoma Municipal corporation.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Choctaw, County of Oklahoma, State of Oklahoma, described as follows:

Parcel I:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and further described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence South 89°53'57" West along the South line of said Southeast Quarter (SE/4) for a distance of 1092.00 feet to the Point of Beginning;

Thence South 89°53'57" West along said South line for a distance of 1282.49 feet;

Thence North 00°11'10" West for a distance of 400.00 feet;

Thence South 89°53'57" West for a distance of 175.00 feet;

Thence North 00°11'10" West for a distance of 917.00 feet;

Thence North 89°53'57" East for a distance of 1549.77 feet;

Thence North 00°10'26" West for a distance of 1071.00 feet;

Thence North 89°53'57" East for a distance of 400 feet;

Thence South 00°10'26" East for a distance of 1488.00 feet;

Thence South 89°53'57" West for a distance of 492.00 feet;

Thence South 00°10'26" East for a distance of 900.00 feet to the Point of Beginning.

Parcel II:

Together with the Easement rights created by Easement for private sewer line, filed June 1, 1995 and recorded in Book 6749, Page 1075, records of Oklahoma County, Oklahoma, over the tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning at a point, said point being located 1092 feet West and 300 feet North from the Southeast corner of the Southeast Quarter (SE/4) of Section 10;

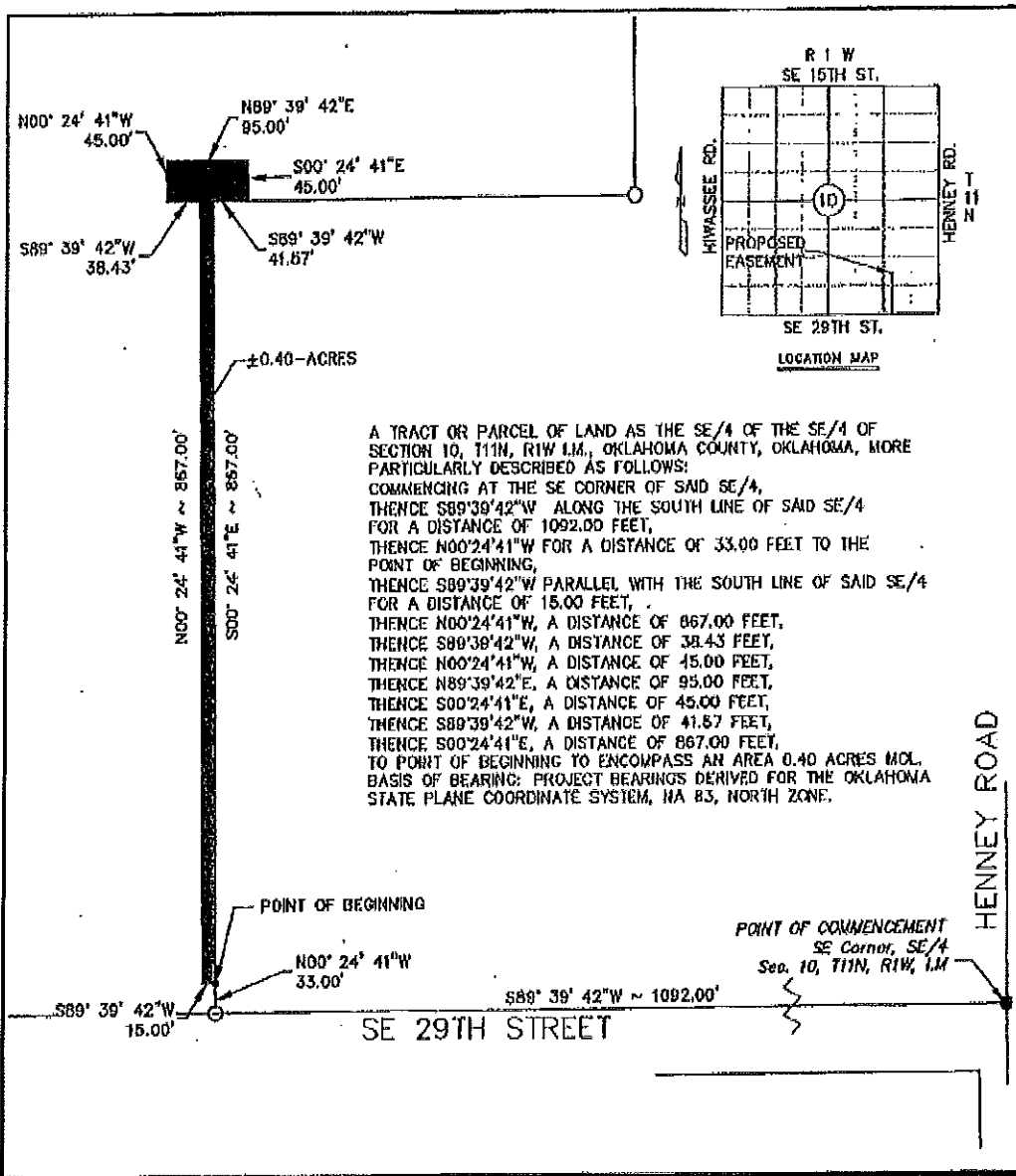
Thence North and parallel to the East boundary of the said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence East and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet;

Thence South and parallel to the East boundary of said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence West and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet to the Point of Beginning.

Exhibit B



A TRACT OR PARCEL OF LAND AS THE SE/4 OF THE SE/4 OF SECTION 10, T11N, R1W I.M., OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SE CORNER OF SAID SE/4,
 THENCE S89°39'42\"W ALONG THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 1092.00 FEET,
 THENCE N00°24'41\"W FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING,
 THENCE S89°39'42\"W PARALLEL WITH THE SOUTH LINE OF SAID SE/4 FOR A DISTANCE OF 15.00 FEET,
 THENCE N00°24'41\"W, A DISTANCE OF 867.00 FEET,
 THENCE S89°38'42\"W, A DISTANCE OF 38.43 FEET,
 THENCE N00°24'41\"W, A DISTANCE OF 45.00 FEET,
 THENCE N89°39'42\"E, A DISTANCE OF 95.00 FEET,
 THENCE S00°24'41\"E, A DISTANCE OF 45.00 FEET,
 THENCE S89°39'42\"W, A DISTANCE OF 41.67 FEET,
 THENCE S00°24'41\"E, A DISTANCE OF 867.00 FEET,
 TO POINT OF BEGINNING TO ENCOMPASS AN AREA 0.40 ACRES MOL.
 BASIS OF BEARING: PROJECT BEARINGS DERIVED FOR THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NA 83, NORTH ZONE.

Computer Aided Drafting by: D:\Projects\2014\11\14\11-11-14\11-11-14.dwg, 2/11/2014, 2:14:28 PM

CARDINAL ENGINEERING
 1016 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1066 Fax 405.843.4687
 3226 East Conner Drive Norman, OK 73072
 Phone 405.679.0655 Fax 405.366.8560
<http://www.cardinaleng.com>
 CAD 2014, expiration date 06/30/2016

DRAWING TITLE	PUBLIC WATER IMPROVEMENTS
Project	TIMBERLAND MOBILE HOME PARK
Location	13501 SE 29TH ST. OKLAHOMA COUNTY, OK
Prepared by	YES! COMMUNITIES DENVER, CO

DESCRIPTION:	
---------------------	--

Sheet No.	13081
Drawn by	CO
Checked by	ARB
Date	02/11/2014
Scale	1" = 150'
Used for	APPROVAL
Drawing No.	EX-B

Exhibit C

Exhibit "C"

A TRACT OR PARCEL OF LAND AS THE SW/4 OF THE SE/4 OF SECTION 10,
T11N, R1W I.M., OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SE/4 OF SAID QUARTER SECTION,
THENCE S89°40'13"W FOR A DISTANCE OF 1663.49 FEET,
THENCE N00°19'47"W FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING,
THENCE N02°13'29"E FOR A DISTANCE OF 84.21 FEET,
THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 238.36 FEET,
A CHORD BEARING OF N49°54'19E, A CHORD DISTANCE OF 101.28 FEET,
AN ARC LENGTH OF 102.06 FEET,
THENCE N60°26'04"E FOR A DISTANCE OF 88.40 FEET,
THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 97.96 FEET,
A CHORD BEARING OF N78°46'27E, A CHORD DISTANCE OF 61.96,
AN ARC LENGTH OF 63.04 FEET,
THENCE S87°59'36"E FOR A DISTANCE OF 148.35 FEET,
THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 48.91 FEET,
A CHORD BEARING OF N47°47'19E, A CHORD DISTANCE OF 68.28,
AN ARC LENGTH OF 75.58 FEET,
THENCE N04°09'10"E FOR A DISTANCE OF 94.55 FEET,
THENCE N00°46'23"E FOR A DISTANCE OF 97.32 FEET,
THENCE N00°39'46"E FOR A DISTANCE OF 222.82 FEET,
THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 366.87 FEET,
A CHORD BEARING OF N16°05'04"W, A CHORD DISTANCE OF 169.21 FEET,
AN ARC LENGTH OF 170.74 FEET,
THENCE N26°09'55"W FOR A DISTANCE OF 60.87 FEET,
THENCE N59°08'06"E FOR A DISTANCE OF 107.49 FEET,
THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 116.65 FEET,
A CHORD BEARING OF N75°55'51"E, A CHORD DISTANCE OF 73.49 FEET,
AN ARC LENGTH OF 74.76 FEET,
THENCE S00°24'41"E FOR A DISTANCE OF 17.23 FEET,
THENCE N89°39'42"E FOR A DISTANCE OF 92.03 FEET,
THENCE N00°24'41"W FOR A DISTANCE OF 39.16 FEET,
THENCE S89°39'42"W FOR A DISTANCE OF 92.21 FEET,
THENCE S00°24'41"E FOR A DISTANCE OF 6.17 FEET,

CONTINUED ON EX-C2

COPYRIGHT © 2014 BY CARDINAL ENGINEERING, INC. ALL RIGHTS RESERVED. AUG 14th 2014, 2:14:11 PM



**CARDINAL
ENGINEERING**
1015 N. Broadway Avenue, Suite 800
Oklahoma City, OK 73102
Phone 405.842.1055 Fax 405.843.4687
3228 Bart Connor Drive Norman, OK 73072
Phone 405.579.0555 Fax 405.246.8510
<http://www.cardinalengineers.com>
CAD 2054, expiration date 06.30.2016

DRAWING TITLE	ACCESS EASEMENT
Project	TIMBERLAND MOBILE HOME PARK
Location	13501 SE 20TH ST. OKLAHOMA COUNTY, OK
Prepared For	YES! COMMUNITIES DENVER, CO

REVISIONS	

Project No.	18081
Drawn By	CC
Checked By	NB
Date	02/26/2014
Scale	N.T.S.
Issued For	APPROVAL
Drawing No.	EX-C1

Exhibit "C"

CONT FROM EX-C1:

THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 132.65 FEET,
 A CHORD BEARING OF S75°40'23"W, A CHORD DISTANCE OF 82.00 FEET,
 AN ARC LENGTH OF 83.37 FEET,
 THENCE S59°08'06"W FOR A DISTANCE OF 122.02 FEET,
 THENCE S26°09'55"E FOR A DISTANCE OF 76.07 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.87 FEET,
 A CHORD BEARING OF S16°09'34"E, A CHORD DISTANCE OF 161.80 FEET,
 AN ARC LENGTH OF 163.27 FEET,
 THENCE S00°39'46"W FOR A DISTANCE OF 222.33 FEET,
 THENCE S00°46'23"W FOR A DISTANCE OF 96.83 FEET,
 THENCE S04°09'10"W FOR A DISTANCE OF 94.17 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 32.91 FEET,
 A CHORD BEARING OF S47°43'09"W, A CHORD DISTANCE OF 46.00 FEET,
 AN ARC LENGTH OF 50.94 FEET,
 THENCE N87°59'36"W FOR A DISTANCE OF 147.94 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 113.96 FEET,
 A CHORD BEARING OF S76°44'02"W, A CHORD DISTANCE OF 71.35 FEET,
 AN ARC LENGTH OF 72.57 FEET,
 THENCE S60°26'04"W FOR A DISTANCE OF 87.88 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 254.36 FEET,
 A CHORD BEARING OF S49°17'37"W, A CHORD DISTANCE OF 112.90 FEET,
 AN ARC LENGTH OF 113.84 FEET,
 THENCE S02°13'29"W FOR A DISTANCE OF 69.94 FEET,
 THENCE N89°40'59"E FOR A DISTANCE OF 16.02 FEET TO THE POINT OF BEGINNING,
 TO POINT OF BEGINNING TO ENCOMPASS AN AREA 0.60 ACRES MOL. BASIS OF BEARING:
 PROJECT BEARINGS DERIVED FOR THE OKLAHOMA STATE PLANE COORDINATE SYSTEM,
 NAD 83, NORTH ZONE. THIS PROPERTY DESCRIPTION WAS PREPARED BY
 MATT C. BARNUM, PLS 1742 ON JANUARY 8, 2014

C:\p\m\2017\1742\1742-01-08-14\1742-01-08-14.dwg 25, 2014, 1:52pm



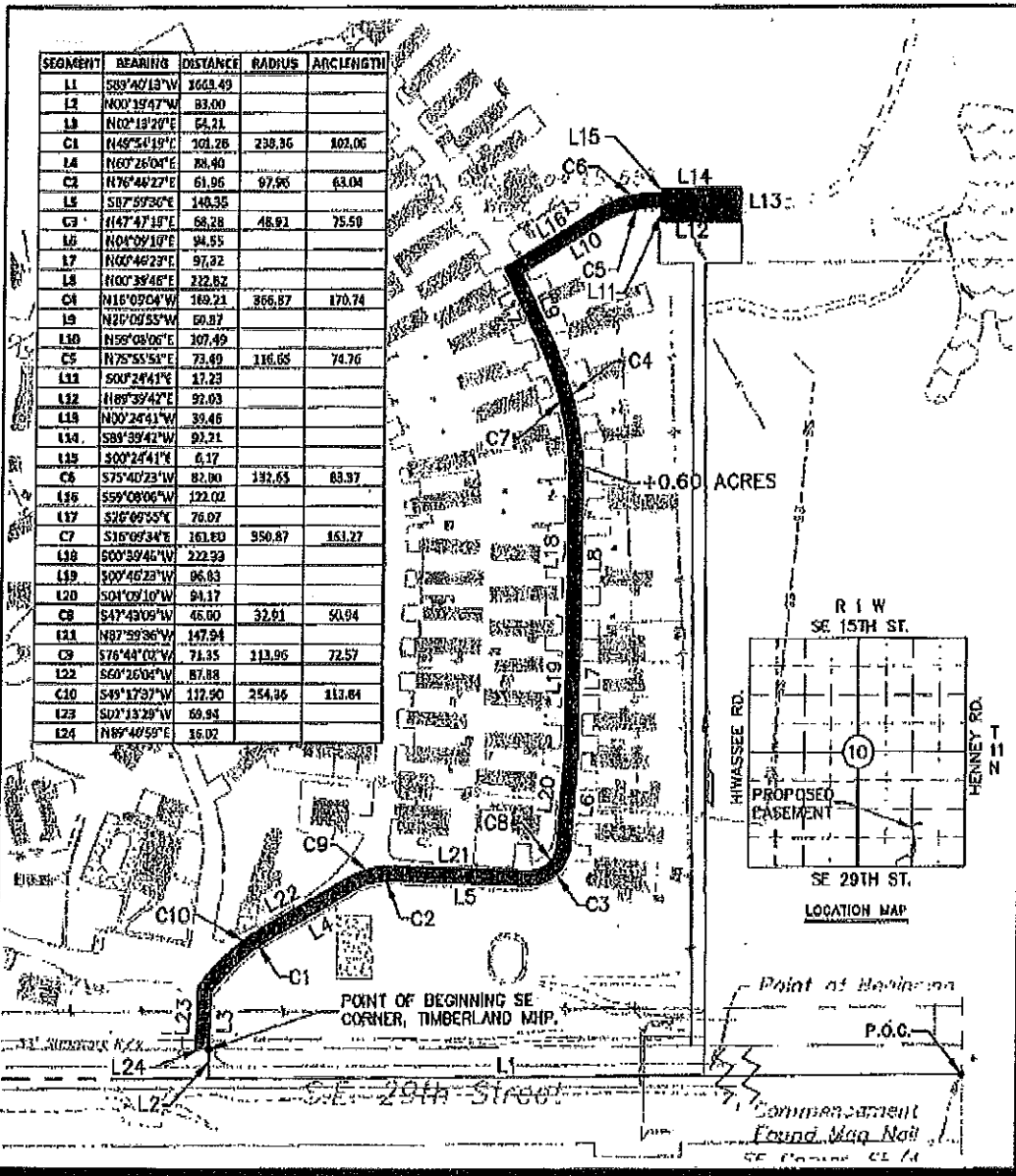
CARDINAL
ENGINEERING

1015 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1044 Fax 405.843.1487
 3226 Earl Center Drive Norman, OK 74472
 Phone 405.579.0355 Fax 405.366.0540
<http://www.cardinalengineers.com>
 CAF 2054, expires 06/05/2015

DRAWING TITLE	ACCESS EASEMENT
Project	TIMBERLAND MOBILE HOME PARK
Location	19501 SE 29TH ST, OKLAHOMA COUNTY, OK
Prepared For	YES! COMMUNITIES DENVER, CO

SQUARE FEET	
--------------------	--

Project No.	13081
Drawn By	CG
Checked By	ASB
Date	02/28/2014
Scale	N.T.S.
Issued For	APPROVAL
Drawing No.	EX-C2



SEGMENT	BEARING	DISTANCE	RADIUS	ARC LENGTH
L1	S89°40'19"W	1603.49		
L2	N00°19'47"W	83.00		
L3	N00°19'27"E	64.21		
L4	N45°54'19"E	201.28	238.36	102.06
L5	N60°26'04"E	88.40		
C1	N76°44'27"E	61.96	97.96	63.04
L6	S87°59'36"E	140.35		
C2	(147°47'18"E	58.28	48.93	75.50
L7	N04°09'10"E	94.55		
L8	N00°46'23"E	97.32		
L9	N00°39'46"E	222.82		
C3	N116°09'04"W	169.21	366.87	170.74
L10	N20°05'55"W	50.87		
L11	N59°08'06"E	107.49		
C4	N75°55'51"E	73.49	116.66	74.76
L12	S00°24'41"E	17.23		
L13	N89°39'42"E	92.03		
L14	N00°24'41"W	39.46		
L15	S89°39'42"W	92.21		
L16	S00°24'41"E	6.17		
C5	S75°40'23"W	81.80	192.65	69.37
L17	S59°08'06"W	122.02		
L18	S26°09'55"E	76.07		
C6	S16°09'34"E	163.83	950.87	161.27
L19	S00°39'46"W	222.99		
L20	S00°46'23"W	96.83		
L21	S04°09'10"W	91.17		
C7	S47°43'09"W	46.00	32.91	50.84
L22	N87°59'36"W	147.94		
C8	S76°44'00"W	71.35	113.96	72.57
L23	S60°26'04"W	87.88		
L24	S49°17'37"W	112.90	254.95	113.84
L25	S07°13'29"W	69.94		
L26	N89°40'59"E	16.02		

CARDINAL ENGINEERING
 1018 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1066 Fax 405.843.4667
 3224 Bad Corner Drive Norman, OK 73072
 Phone 405.879.0655 Fax 405.366.8540
 http://www.cardinalengr.com
 GAR 2054, expiration date 06.30.2015

DRAWING TITLE
ACCESS EASEMENT

Project
TIMBERLAND MOBILE HOME PARK

Location
13501 SE 29TH ST.
OKLAHOMA COUNTY, OK

Prepared For
YES! COMMUNITIES
DENVER, CO

SKETCH/SEAL:

28178405010462680
 Filing Fee: \$27.00

04/05/2017 02:47:09 PM
 EASE

Project No. 13001
Drawn by CC
Checked by MBI
Date 02/28/2014
Scale 1" = 100'
Issue For APPROVAL
Drawing No. EX-C3





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: August 8th, 2017

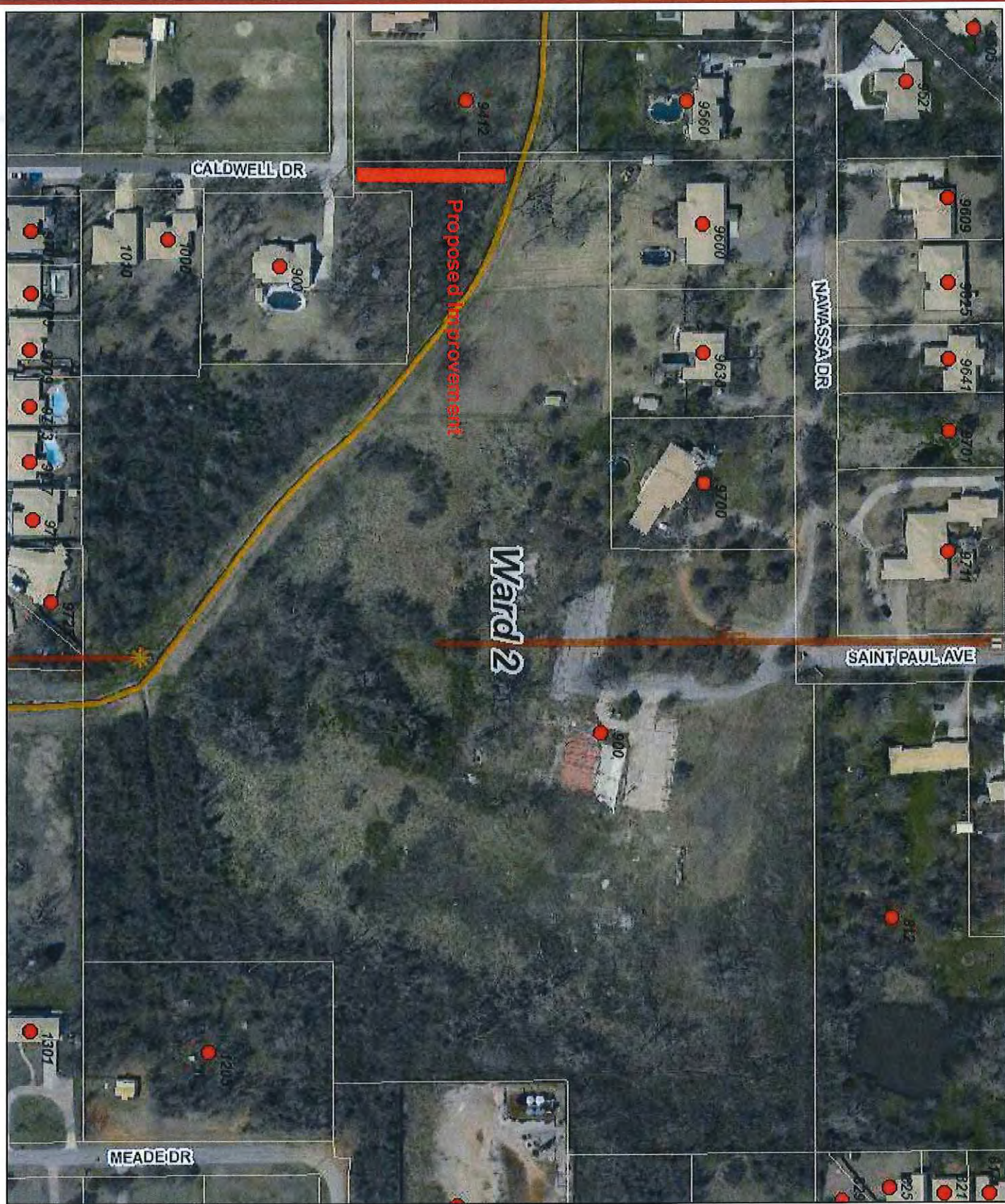
Subject: Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 900 block of Caldwell Dr. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section One (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



1 in = 181 ft

when printed actual size
on 8-1/2 X 11" paper

DISCLAIMER

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

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 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. It is also fully understood and agreed between the parties that the underground improvement will follow the path agreed upon during the previous site visit between the parties.

The West 40 feet of the South 200 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.

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 19 day of July, 2017

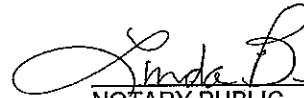
Melanie Laine Breeden-Sinley

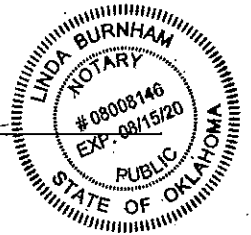
STATE OF OKLAHOMA _____)
COUNTY OF OKLAHOMA _____) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 19TH day of July, 2017, personally 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 19TH day of July, 2017.

My Commission expires: 8-15-20


NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

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



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : August 22nd, 2017

SUBJECT : Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1392.50.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. are for the water line improvements installed in conjunction with the new South Douglas Retail Center located at 2301 South Douglas Boulevard.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 1539106

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H&H Plumbing & Utilities Inc, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One Thousand Three Hundred Ninety Two and 50/100,392.50, such sum being not less than ten percent (10%) of the total contract price to construct or install S Douglas Retail Center - Public Fire Line

(the "Improvement"), for a period of 1 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and TC Grissom Building dated the 24th day of February, 20 17, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 24th day of February, 2017

H&H Plumbing & Utilities Inc

Principal

ATTEST:

Secretary

By

Great American Insurance Company

Surety

By

Patrick R Hedges, Attorney-in-fact

ATTEST:

Secretary

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

City Attorney

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

City Clerk

Mayor

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FIVE**

No. 0 14953

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID J. McKEE PATRICK R. HEDGES JOSEPH A. CLARKEN III	JENNIFER CASTILLO MELANIE ANKENY SCOTTSDALE, ARIZONA	ALL \$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **14TH** day of **JANUARY**, 2016

Attest


Steph L. C. B.
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY
David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss: **DAVID C. KITCHIN (877-377-2405)**
On this **14TH** day of **JANUARY**, 2016, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **24th** day of **February**, 2017.



Steph L. C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2017

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

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

PRODUCER Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258	CONTACT NAME: Laura Hafenscher CPCU AIS	
	PHONE (A/C, No, Ext): (480) 939-4300 FAX (A/C, No): 480-525-8971	
INSURED H & H PLUMBING & UTILITIES, INC 266 INDUSTRIAL BLVD. GOLDSBY OK 73093	E-MAIL ADDRESS: lh@TatumInsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Insurance Company	35289
	INSURER C : Continental Casualty Company	20443
INSURER D :		
INSURER E :		
INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6023859963	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 15000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	6023859946	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6023859932	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A Y	6023859929	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT S DOUGLAS RETAIL CENTER 2301 S DOUGLAS BLVD MIDWEST CITY OK PUBLIC FIRE LINE GENERAL LIABILITY: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA75079XX), BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA74705XX), BLANKET PRIMARY/NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT (FORM CNA74705XX), AUTOMOBILE: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (CNA63359XX) BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (CNA63359XX), WORKERS COMPENSATION: BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #WC 00 01 13), BLANKET 30 DAY NOTICE OF CANCELLATION WHEN REQUIRED BY WRITTEN CONTRACT (CC68021A 02 13)** UMBRELLA LIABILITY: BLANKET ADDITIONAL INSURED IS FOLLOW FORM WITH UNDERLYING COVERAGES (G 15057 C)** EXCEPT 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MIDWEST CITY 100 N MIDWEST CITY MIDWEST CITY OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LAURA HAFENSCHER
---	---

Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.

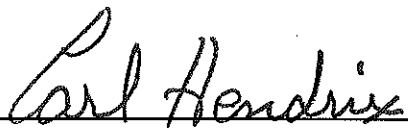
266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Contractor: TC Grissom Building Ph.#: 535-8864 Project: S. Douglas Retail Center
Address: P.O. Box 158 Fax #: _____ Address: 2301 S. Douglas Blvd
Noble, OK 73068 Email: tim.grissom@outlook.com Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Fire Line** installation as described on the plans and outlined below.

Public Fire Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 Water pipe	LF	95	25.00	2,375.00
2	12" x 6" Tapping Sleeve	EA	1	3,240.00	3,240.00
3	6" Tapping valve & box	EA	1	960.00	960.00
4	6" Wet Tap	EA	1	600.00	600.00
5	6" MJ 90° bend	EA	1	350.00	350.00
6	6" Gate valve & box	EA	1	960.00	960.00
7	Hydrant	EA	1	2,280.00	2,280.00
8	Hydrant Riser	EA	1	460.00	460.00
9	1 1/2" Domestic meter tap	EA	1	900.00	900.00
10	1" Irrigation meter tap	EA	1	500.00	500.00
11	Sand bedding & backfill	CY	40	20.00	800.00
12	Chlorination & Disinfection	LS	1	300.00	300.00
13	Pressure Test	LS	1	200.00	200.00
					13,925.00
	Inspection fees				278.50
	Maintenance bonds				125.00

Submitted By: 
Accepted By: _____

Contract Amount **\$ 14,328.50**
Title: Vice President Date: 2/24/2017
Title: _____ Date: _____

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

PROJECT NAME: South Douglas Retail Center
PROJECT LOCATION: 2301 S. Douglas Blvd., Midwest City, OK
TYPE OF CONSTRUCTION: Public Fire Line

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$15,830.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature] OWNER Date: 4/5/17

STATE OF Oklahoma)
COUNTY OF Cleveland) ss.



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 5 day of April, 2017, personally appeared Eric Fleske to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 5-29-18 [Signature]
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

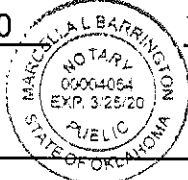
By Carl Hendrix CONTRACTOR Date: March 31, 2017

STATE OF Oklahoma)
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 31st day of March, 2017, personally appeared Carl Hendrix to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 3/25/2020 Marcella L Barrington
NOTARY PUBLIC

My Commission #00004054



CITY OF MIDWEST CITY
*** CUSTOMER RECEIPT ***

Batch ID: COSTAME 2/27/17 01 Receipt no: 131575

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$278.50

MAIN 2301 S DOUGLAS

Trans number: 3663484
FEES / ENGINEERING 01000003771520

Tender detail

CK Ref#:	6100	\$278.50
Total tendered:		\$278.50
Total payment:		\$278.50

Trans date: 2/27/17 Time: 13:22:47

THANK YOU FOR YOUR PAYMENT

H & H PLUMBING & UTILITIES, INC.
266 INDUSTRIAL BLVD.
GOLDSBY, OK 73093-9116
288-2346

6100

ES/WRSM Check Fraud
Protection for Business
86-912-1031

Date 2-27-17

Pay to the order of City of Midwest City

Two hundred Seventy Eight and 50/100

\$ 278.50
dollars

FIRST AMERICAN BANK
403.527.7888

for 2301 S Douglas

Leon Hendrix

MP

⑈006100⑈ ⑆103109125⑆ 1026001307⑈



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 City Council

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

DATE : August 22nd, 2017

SUBJECT : Discussion and consideration of accepting maintenance bonds from CTR Plumbing Services, LLC in the amount of \$1488.00.

The one year maintenance bonds from CTR Plumbing Services, LLC are for the water line improvements installed in conjunction with the expansion of Willowbrook Elementary School located at 8105 N.E. 10th Street.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond # 3709609

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, CTR Plumbing Services, LLC, as Principal, and Westfield Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One Thousand Four Hundred Eighty-Eight Dollars and no cents (\$1,488.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Water Main to serve Willow Brook Elementary, Midwest City OK (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 12th day of February, 2016, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 25th day of April, 2016.

CTR Plumbing Services, LLC
Principal

By Ronald I. Cole
Ron Cole, Member

Westfield Insurance Company
Surety

By John Cate
John Cate, Attorney-in-Fact

ATTEST:
Jessica Webb
Secretary

ATTEST:
[Signature]
Secretary Witness

APPROVED as to form and legality this ___ day of ___, 20__.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this ___ day of ___, 20__.

City Clerk

Mayor

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/08/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3520252 00

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOHN GATE, RONALD G. CAMPBELL, HAROLD R. STOCKSTILL, CHRISTINE DEANN WALCK, JOHN W. GIPSON, II, LYNNE E. PIERCE, JOINTLY OR SEVERALLY

of OKLAHOMA CITY and State of OK its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be here to affixed this 08th day of MAY, A.D. 2013.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

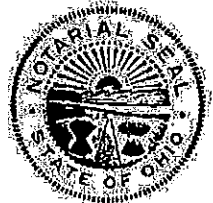
Signature of Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss:

On this 08th day of MAY, A.D. 2013, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY; the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03, Ohio Revised Code)

State of Ohio County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of April, A.D. 2016.



Signature of Frank A. Carrino

Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

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

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

PRODUCER The Insurance Center Agency, Inc. 709 Wall Street Norman OK 73069-6303		CONTACT NAME: Christy Walck CISR PHONE (A/C, No, Ext): (405) 321-2727 E-MAIL ADDRESS: christy@ticokc.com		FAX (A/C, No): (405) 321-3074	
INSURED CTR Plumbing Services, LLC 1725 NW 1st Street Oklahoma City OK 73106		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Ohio Security		24082	
		INSURER B: Liberty Mutual Insurance			
		INSURER C: The Hartford		21822	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 15/16 Certs

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS55535603	4/15/2015	4/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS55535603	6/11/2015	6/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55535603	11/2/2015	11/2/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	38WECAF0892	5/1/2015	5/1/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Willow Brook Elementary School Gym
8105 NE 10th Midwest City, OK

Certificate holder is additional insured as respects General Liability.

CERTIFICATE HOLDER

(405) 341-7106

Shiloh Enterprises, Inc.
5720 N Industrial Blvd
Edmond, OK 73034

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Cate/CHW

© 1988-2014 ACORD CORPORATION. All rights reserved.

CITY OF MIDWEST CITY
*** CUSTOMER RECEIPT ***

Batch ID: COONRVA

4/27/16 00

Receipt no: 165984

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$289.60

CTR PLUMBING SERVICES
Trans number: 3481951
FEES / ENGINEERING 01000003771520

Tender detail
CK Ref#: 781 \$289.60
Total tendered: \$289.60
Total payment: \$289.60

Trans date: 4/27/16 Time: 9:20:30

THANK YOU FOR YOUR PAYMENT

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

VOID
CTR PLUMBING SERVICES -
SITE UTILITIES
1725 NW 1ST STREET
OKLAHOMA CITY, OK 73106
(405) 412-3122

BANK OF OKLAHOMA
MIDWEST CITY, OK

781

86-3/1039

DATE 4/26/16

PAY TO THE ORDER OF City of Midwest City \$ 289⁰⁰/₁₀₀
Two hundred eighty-nine dollars ⁰⁰/₁₀₀ DOLLARS

MEMO Willowbrook School

Donald J. Coe

⑈000781⑈ ⑆103900036⑆ 311376609⑈



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: August 22nd, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170515 from the State Department of Environmental Quality for the Oakwood Landing Addition Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055170515 is for the construction of 2975 L.F. of eight inch (8") sewer line to serve the new Oakwood Landing Addition, 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

July 19, 2017

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

Re: Permit No.: SL000055170515
Oakwood Landing Addition Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055170515 for the construction of approximately 2,975 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Oakwood Landing Addition 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 July 19, 2017. Any deviations from the approved plans and specifications affecting capacity, or flow, 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 two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a faint, larger version of the same signature.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Brad Reid, P. E., Crafton Tull
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170515

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

July 19, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 2,975 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Oakwood Landing Addition Sewer Line Extension Project, located in part of NE-1/4 of Section 31, T-12-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on July 19, 2017.

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

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

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170515

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
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: August 22nd, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170443 from the State Department of Environmental Quality for the Sooner Road and I-40 Waterline Relocation Project, Midwest City, Oklahoma.

Permit No. WL000055170443 is for the construction of 10 L.F. of six inch (6") water line, 250 L.F. of eight inch (8") water line, and 445 L.F. of twelve inch (12") water line for the Sooner Road and I-40 Waterline Relocation Project, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

July 26, 2017

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

Re: Permit No.: WL000055170443
South Sooner Road and I-40
Waterline Relocations Project
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055170443 for the construction of approximately 10 L. F. of six (6) inch, 250 L. F. of eight (8) inch, and 445 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Midwest City South Sooner Road and I-40 Waterline Relocations Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 26, 2017. 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 and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Joseph Voss, P. E., Garver, LLC
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170443

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

July 26, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 10 L. F. of six (6) inch, 250 L. F. of eight (6) inch, and 445 L. F. of twelve (12) inch water lines and appurtenances to serve the City of Midwest City South Sooner Road and I-40 Waterline Relocations Project, located in parts of SW-1/4 of NW-1/4, Section 9, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on July 26, 2017.

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) Based on review of the submitted limited hydraulic analysis information, this water line design is deemed adequate to provide the 2015 International Fire Code minimum fire flow of 1,500-gpm for Class IIB commercial buildings with a surface area of not greater than 3,500-square feet.
- 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 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].
- 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.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170443

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

- 8) 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.
- 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 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.
- 12) 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.
- 13) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with OAC 252:626-19-2(h)(3).

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





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: 405-739-1066 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: August 22, 2017

Subject: Discussion and consideration of awarding and entering into a contract for city-wide uniform service and supplies with Unifirst Holdings, Inc., who submitted the lowest bid meeting the city specifications.

On Tuesday, August 8, 2017 at 2:00 p.m. the City of Midwest City opened bids for FY17-18 uniform service and supplies, Unifirst Holdings, Inc., Cintas Corporation and Clean Uniform submitted a bid. Staff recommends accepting Unifirst Holdings, Inc. who has the over-all lowest bid of high volume items.

Unifirst Holdings, Inc. has been our vendor for uniforms and supplies for over the past 10 years and has provided the City outstanding service and high quality products.

This is a citywide 5 year contract with provisions for annual renewal.

In FY16-17 approximately \$67,832.00 was encumbered to Unifirst Holdings, Inc. The only exceptions would be Police and Fire Departments, who have their own uniform programs.

Staff recommends approval.

Funds were budgeted and are available in all departments' uniform accounts.

Vaughn K. Sullivan
Public Works Director

Attachment: Bid Tabulation Sheet

UNIFORMS AND SUPPLIES BID TAB

Bid 8/8/17 Uniforms and Supplies	CINTAS	CLEAN UNIFORM	UNIFIRST
Description	Amount of Bid	Amount of Bid	Amount of Bid
		Pricing: Rental will drop by 50% if 1/2 the uniforms are returned	
Weekly Price Per Person			
65/35 Shirts & Pants (11 issue each)	2.013	3.74	4.20
100% Cotton Shirts & pants (11 issue each)	2.695	5.28	5.70
Security Shirts and Pants (11 issue each)	2.29	6.40	5.50
65/35 industrial jackets (2 issue)	4.79	0.60	0.70
HI viz T shirt Long & Short Sleeve (11 total)	6.43	4.18	3.20
Polo Shirt, long & short sleeve (11 total)	2.98	3.41	2.00
100% Cotton blue jeans (11 total)	5.34	2.64	3.30
Coverall, blend & 100% cotton (each)	4.59	4.62	0.39
Service charge (prep fee) per garment	0.05	0.35	0.50
Emblem Charge (city emblem)	0.09	1.75	1.25
Emblem Charge (wearer emblem)	0.08	0.75	0.35
Embroidery Charge	3.95	N/C price included on polos	3.80
Weekly Rental			
Floor Mats 3x4	4.05	0.84	N/A
Floor Mats 3x5	4.05	N/A	1.25
Floor Mats 4x6	5.17	1.68	2.00
Floor Mats 3x10	6.30	2.10	2.50
Red Shop Towels Rental	0.11	0.05	0.05
Red Shop Towels Replacement Cost	0.459	0.25	0.35
Fender Covers	0.99	0.45	0.54
36" Dust mop	0.578	1.50	0.56
Lab coats	0.245	0.71	0.145
Wall mounted air freshener	2.93	1.50	1.79
PRICING			
Price each (non-rental)			
Heavy duty hand cleaner (200 M.L.)	2.366	16.00 (2125m.l.)(72oz)	14.95
Wall Dispenser	0	N/C	N/C
Antibacterial hand soap (800 ML)	2.26	6.00 (1000ml) (34fl oz)	4.41
Wall Dispenser	0	N/C	N/C
Paper hand towels (center pull)	6.42	37.00 (6 rolls per case)	6.52
Wall Dispenser	0	N/C	N/C
Hands-Free towels	6.87	50.00 (6 rolls per case)	9.14
Hands-Free towel wall dispenser	0	N/C	N/C
Hands-Free antibacterial hand soap	2.26	6.00	15.18
Hands-Free antibacterial hand soap wall dispenser	0	N/C	N/C
Hands-Free heavy duty hand cleaner	3.72	N/C	16.77
Hands-Free heavy duty hand cleaner wall dispenser	0	N/C	N/C
Highlighted Total of High Volume Items	28.41	* 19.90	20.40

* Note: Clean Uniform does not provide the 3 x 5 floor mats.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: August 22, 2017

Subject: Discussion and consideration of declaring various equipment and miscellaneous items of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid, or destruction if necessary.

The attached list of equipment and miscellaneous items are obsolete, defective, or has been replaced.

Staff recommends approval.

Christy Barron
Finance Director

Surplus Items – Finance Department

<u>Item Description</u>	<u>Model</u>	<u>Serial Number</u>
Tan Metal Lockbox (no key)	N/A	N/A
Brown Metal Lockbox (w/key)	N/A	N/A
Premier Rapid Fold Paper Folder (Missing power cord, unsure if works)	P7200	Unknown
Ithaca Receipt Printer (Missing power cord, unsure if works)	Bank Jet 1500	SX003161112
Vertical Metal File Holder	N/A	N/A
Black Plastic Metal Trays (3)	N/A	N/A
Plastic Floppy Disk Holder	N/A	N/A
Fast Sort Coin Sorter (Not working)	FS-4DA	Unknown
Fast Sort Coin Sorter (Not working)	FS-4000	Unknown
Fellowes Shredder (Not working)	PS-67CS	080514GC0086023
Fellowes Shredder (Not working)	PS-67CS	080514GC0086119
Fellowes Shredder (Not working)	220CC	116311300171
3-Hole Punch (Missing pieces)	N/A	N/A



Municipal Court
100 N. Midwest Blvd.
Midwest City, OK 73110
makarns@midwestcityok.org
Office: 405-405-739-1284
www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Mary Ann Karns, City Prosecutor

DATE: August 22, 2017

SUBJECT: Discussion and consideration of 1) declaring (4) clear floor mats, (6) desk chairs with misc arms, (1) grey chair, (3) file drawer separators, (2) calculators, (2) sets of computer monitor speakers, (1) desk keyboard slider, (1) flip file, (1) window speaker w/misc. pieces, (1) small file box and (1) miscellaneous box of small items as surplus; and 2) authorizing the disposal of all by public auction, sealed bid or destruction, if necessary.

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

- (4) Floor Mats (clear)
- (6) Desk Chairs
- (1) Gray Chair
- (3) file drawer separators
- (2) calculators
- (2) sets of computer monitor speakers
- (1) desk keyboard slider
- (1) flip file
- (1) window speaker w/miscellaneous pieces
- (1) small file box
- (1) box of small misc. items

Staff recommends approval.

Mary Ann Karns, City Prosecutor



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, Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: August 22, 2017

Subject: (PC – 1913) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the NE/4 of section 33 T-12-N, R-2-W, located at 615 W. Blueridge Dr.

Dates of Hearing: Planning Commission – August 1, 2017
City Council – August 22, 2017

Owner and Applicant: Midwest City PropCo LLC

Representative: Andrew Mireles

Proposed & Existing Use: Nursing and Rehabilitation Center – Assisted Living Center

Size:

The area of request contains an area of approximately 2.11 acres.

Development Proposed by Comprehensive Plan:

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

Zoning Districts:

Area of Request – R-HD, High Density Residential
North and East– R-HD, High Density Residential
South and West - R-6, Single Family Detached Residential

Land Use:

Area of Request – Occupied group care facility
North and East– Avana Apartments
South and West – single family residences

Comprehensive Plan Citation:

High Density Residential (HDR) Land Use

Traditional apartment-type units in attached complexes characterize high density residential land use. There are currently several high density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

Municipal Code Citation:

2.9.1. R-HD, High Density Residential District

This residential district is intended to provide for a density of more than twenty (20) dwelling units per gross acre. The principal use of land is for a wide variety of dwelling types.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced and attractive living areas.

7.6 Special Use Permit

7.6.1 General Description and Authorization

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

A. Consideration for compatibility

With consideration given to setting, physical features, compatibility with surrounding land uses, traffic and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

B. Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein and recommended either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

C. Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified districted plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

The Planning Commission and City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.

- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
 - (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.
- B. Specific conditions
The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. This area was zoned R-HD prior to the adoption of the 2010 Zoning Ordinance and Map.
2. The Planning Commission recommended approval of this item August 1, 2017.

Staff Comments:

Engineering Comments:

Note: This application is for an ownership change to an existing facility on a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located on the north side of West Blueridge Drive in the street right-of-way adjacent to the south side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot public utility easement located along and adjacent to the west side of the area of request.

Public sanitary sewer line improvements are not required with this application.

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

Streets and Sidewalks

Access to the area of request is available from West Blueridge Drive. West Blueridge Drive is classified as a local street in the 2008 Comprehensive Plan. West Blueridge Drive is a two (2) lane, curbed along the area of request, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for a local street adjacent to the area of request and presently, West Blueridge Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

There is no sidewalk along the frontage of the area of request. Sidewalk improvements are not required with this application, they will be required as part of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the northeast to the southwest to an underground drainage system. Currently, the area of request is developed with a care facility. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

The Fire Marshal has no additional comments regarding this requested Special Use Permit.

Plan Comments:

The area of request contains an existing 19,160 square foot building that has been used as a nursing home (group care facility) since it was built in 1995. The building is currently occupied as a group care facility. The ownership has changed but the use of the land and building have not.

In 2015, the City Council approved an update to an ordinance that required group care facilities to obtain a Special Use Permit when a change of ownership occurred. This is the reason for this application for a Special Use Permit.

As of this writing, staff has not received any calls or letter of protest regarding this rezoning request.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The proposed use has been and will continue to be an acceptable use in the High Density Residential land use category. Staff believes this request to be in harmony with the general purpose of the Comprehensive Plan.
2. The proposed use is in harmony with the general purposes of the R-HD zoning regulations which allows a higher density than the R-6, single family zoning district.
3. The proposed use is not likely to adversely affect the neighboring properties. The building is existing and has been used as a nursing home in the past with few, if any, issues. At the time of this writing, no neighbors within 300 feet of the area of request have voiced or submitted a written protest to re-opening this building as a nursing home and rehabilitation center.
4. The proposed use would not generate additional pedestrian or vehicular traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of a group care facility at 615 W. Blueridge Drive.

Action Required: Approve or reject a resolution for a Special Use Permit to allow the use of Group Care Facility for the property noted in this report and subject to staff's comments as found in the August 22, 2017, agenda packet, and as noted in PC – 1913 file.



Billy Harless, AICP
Community Development Director
KG

1 **PC-1913**

2 **RESOLUTION NO. _____**

3
4 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
5 **GROUP CARE FACILITY IN THE R-HD, HIGH DENSITY RESIDENTIAL DISTRICT**
6 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
7 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
8 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

9 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
10 property with a classification of **R-HD, High Density Residential**:

11 A tract of land in the NE/4 of Section 33, T-12-N, R-2-W of the Indian Meridian, Okla-
12 homa County, Oklahoma, more particularly described as follows:

13 Commencing at the NE/C of the NE/4 of said Section 33;
14 Thence North 89°50’50” West along the North line of said Quarter a distance of 825.34
15 feet;
16 Thence South 01°30’40” East a distance of 1,066.31 feet;
17 Thence South 04°15’00” East a distance of 80.28 feet to the Point of Beginning;
18 Thence North 84°45’00” East a distance of 182.50 feet;
19 Thence South 39°22’30” East a distance of 275.62 feet;
20 Thence South 50°37’30” West a distance of 131.80 feet; to a point of curvature;
21 Thence along a curve to the right having a radius of 394.67 feet, a distance of 248.13 feet;
22 Thence North 04°15’00” West a distance of 369.90 feet to the Point of Beginning.

23 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
24 Permit for said property.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
26 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

27 That the above described property located in Midwest City, Oklahoma be and is
28 hereby granted a Special Use Permit to allow the use of **Group Care Facility**.

29 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
30 on the _____ day of _____, 2017.

31 THE CITY OF MIDWEST CITY, OKLA-
32 HOMA

33 _____
34 MATTHEW D. DUKES II, Mayor

35 ATTEST:

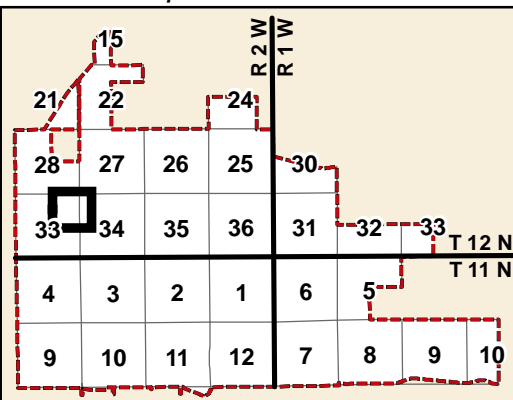
36 _____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1913
(NE/4, Sec. 33, T12N, R2W)**

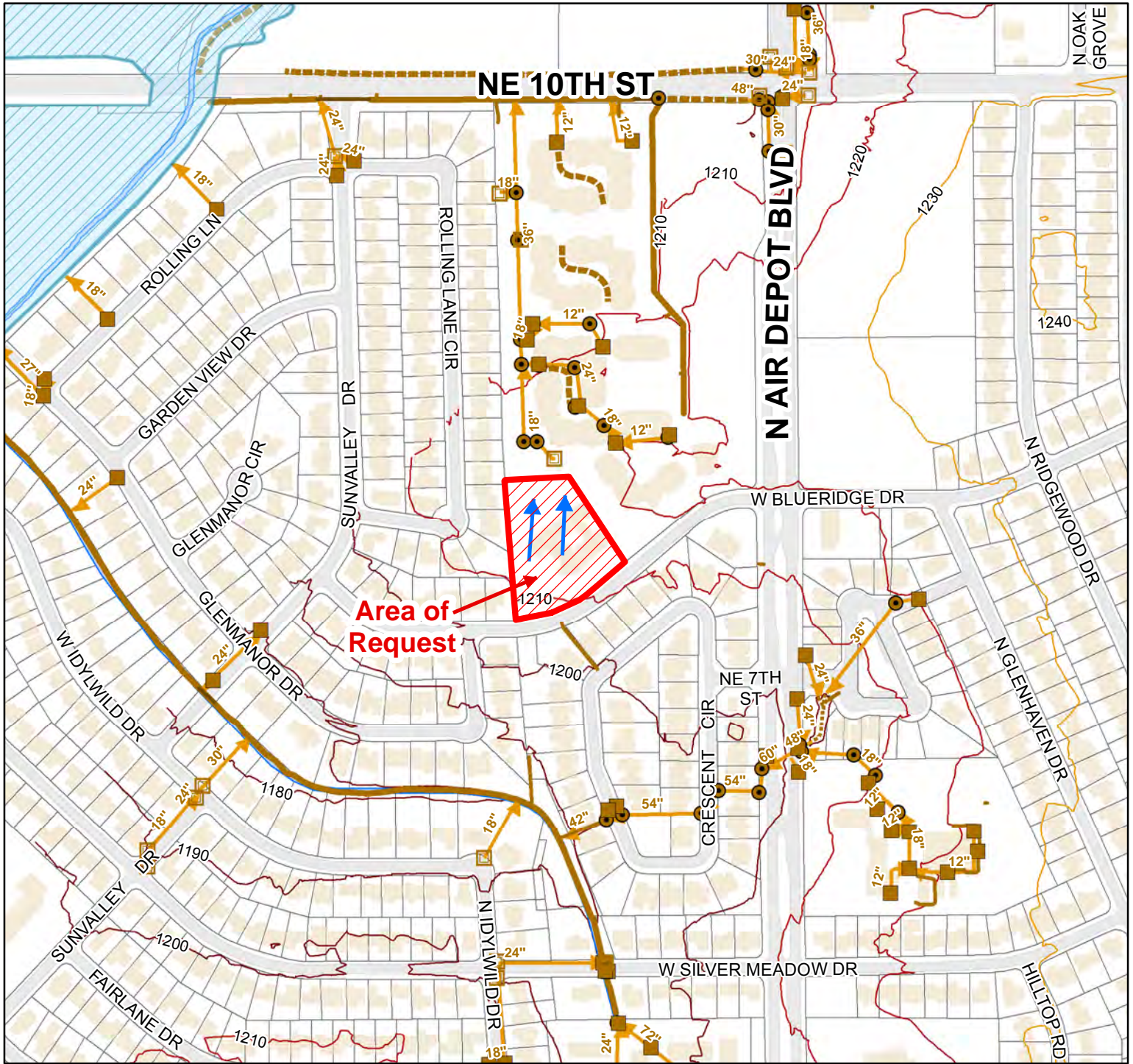


0 400 800 Feet

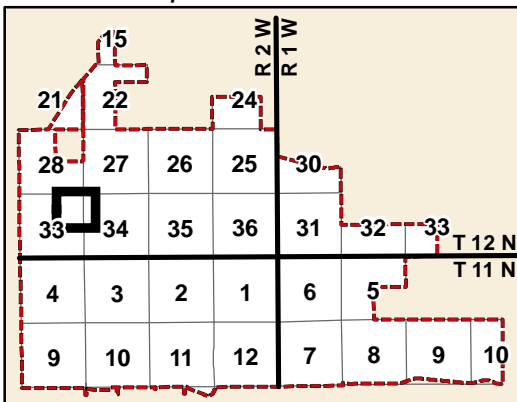


1 inch = 400 feet

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



Locator Map



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

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain

2009 FEMA Floodway

- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1913

(NE/4, Sec. 33, T12N, R2W)

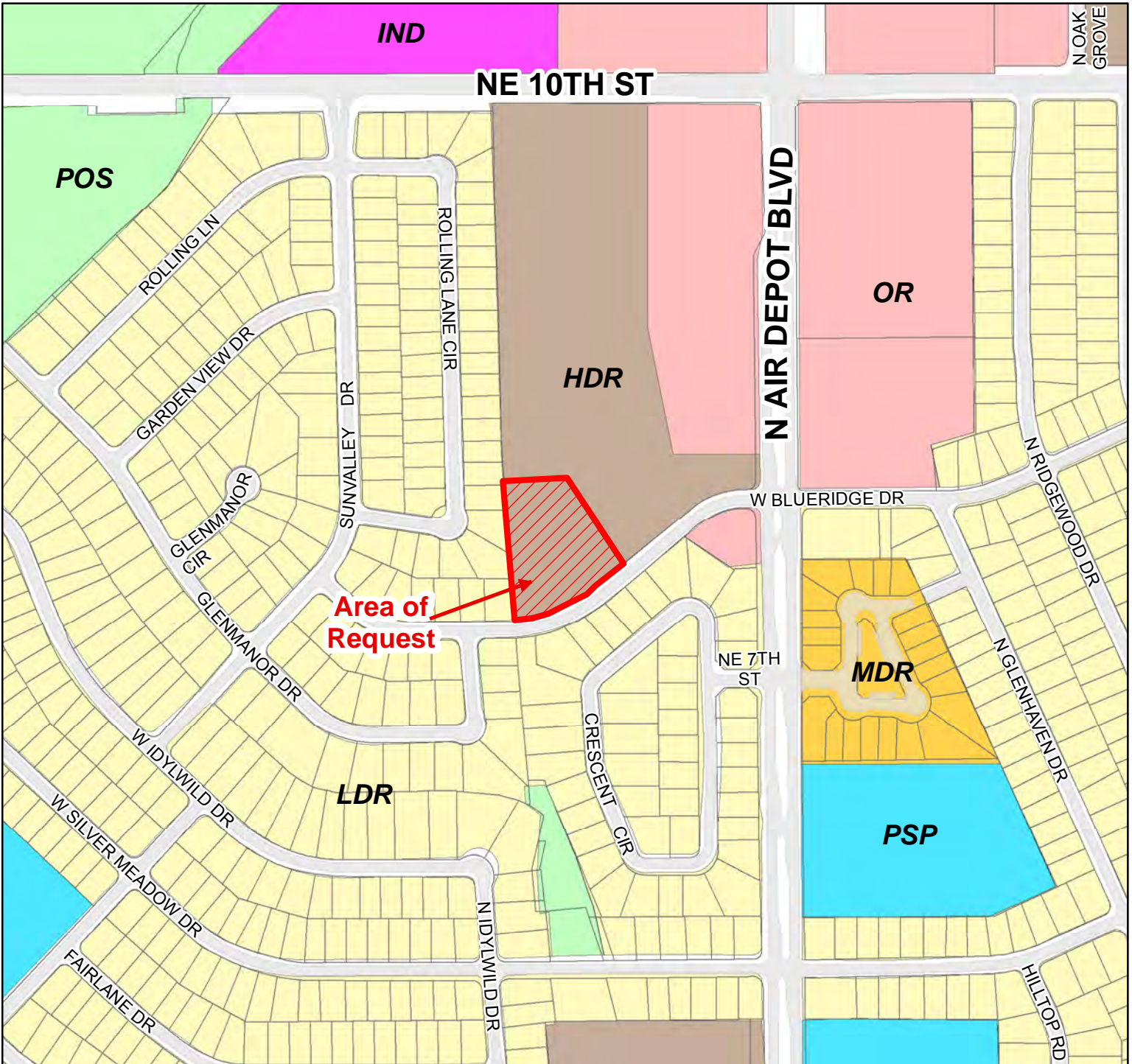


0 400 800 Feet

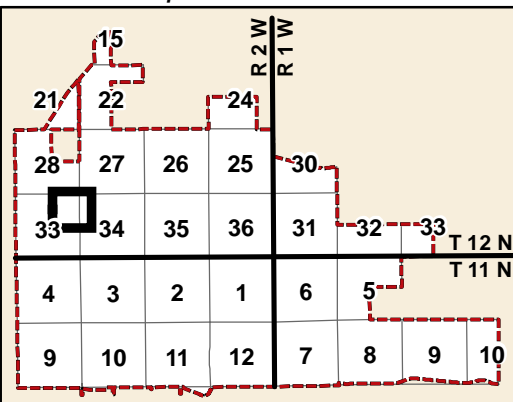


1 inch = 400 feet











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



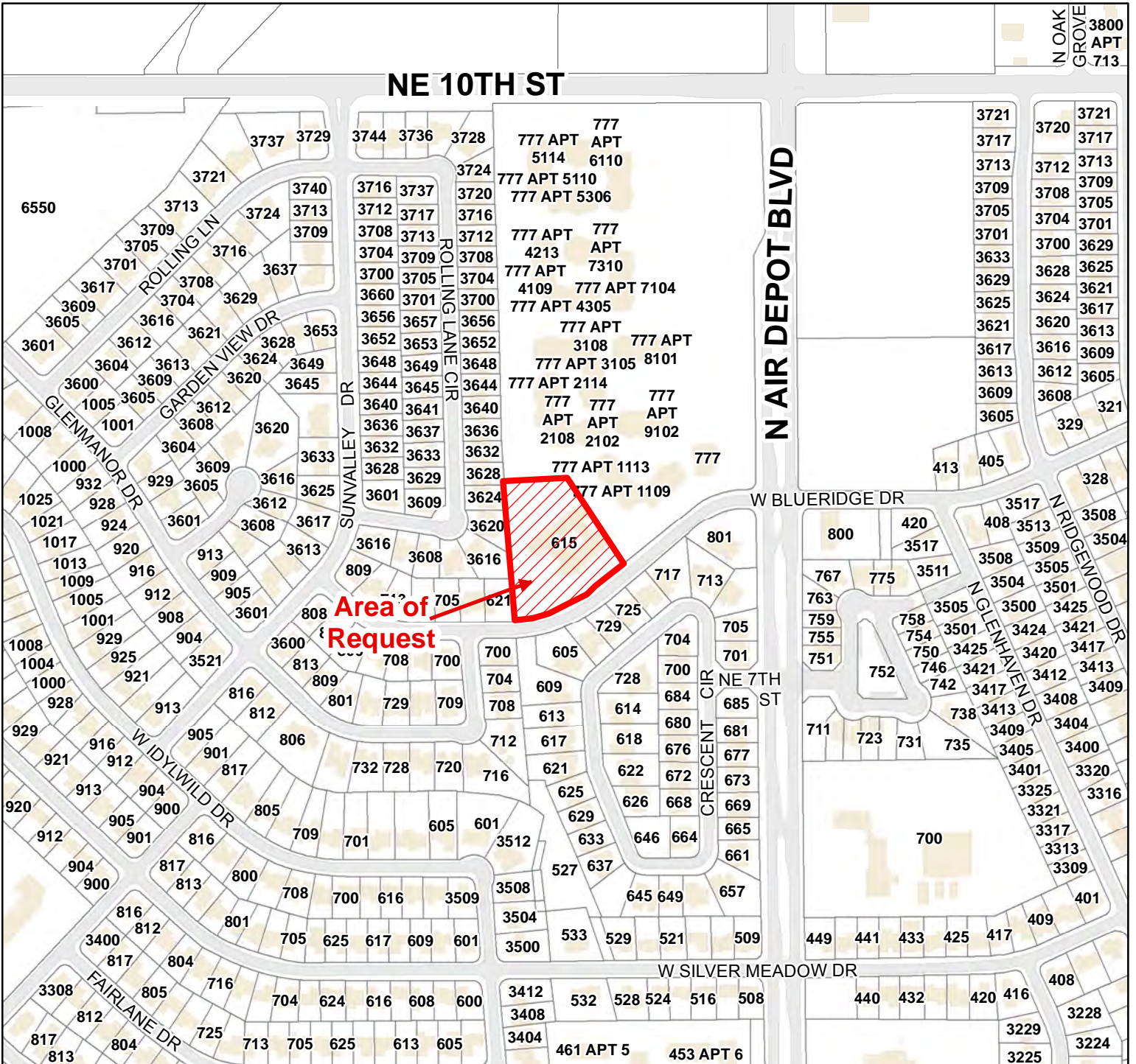
Future Land Use Legend

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

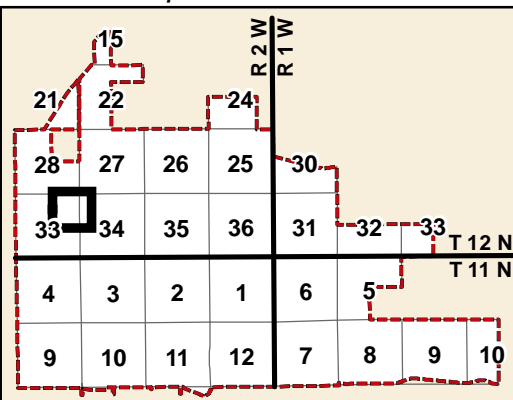
**FUTURE LAND USE
MAP FOR
PC-1913
(NE/4, Sec. 33, T12N, R2W)**








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



Locator Map



General Map Legend

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

GENERAL MAP FOR
PC-1913
(NE/4, Sec. 33, T12N, R2W)

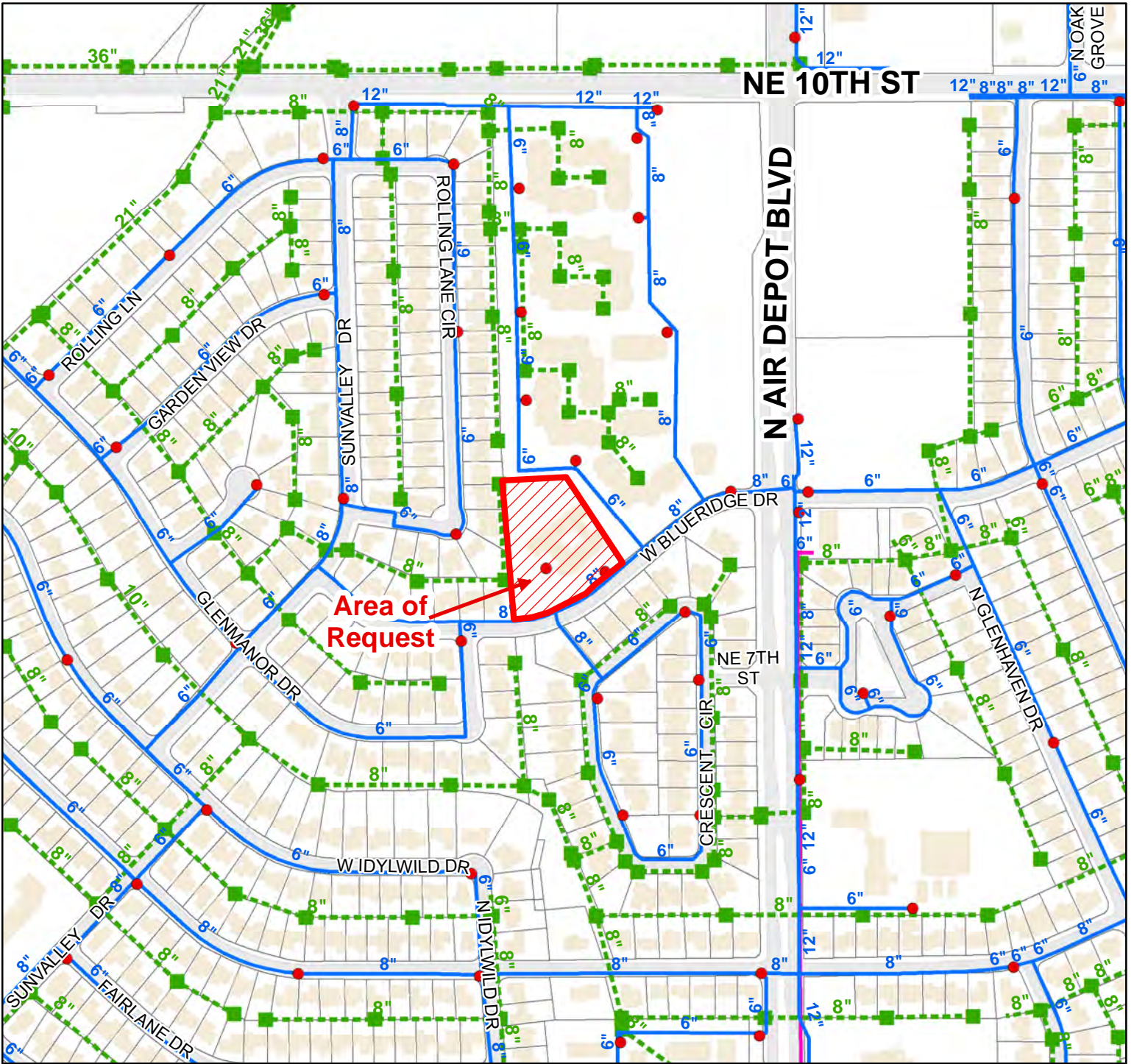


0 400 800 Feet

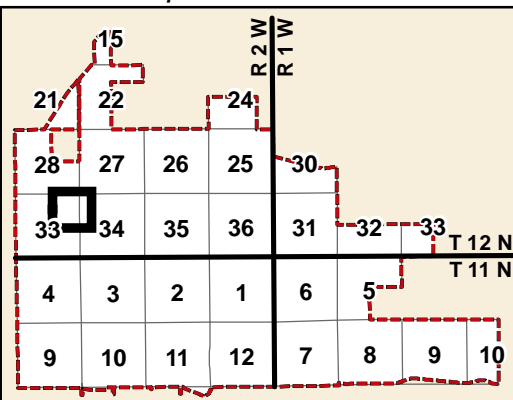


1 inch = 400 feet

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



Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-1913**

(NE/4, Sec. 33, T12N, R2W)

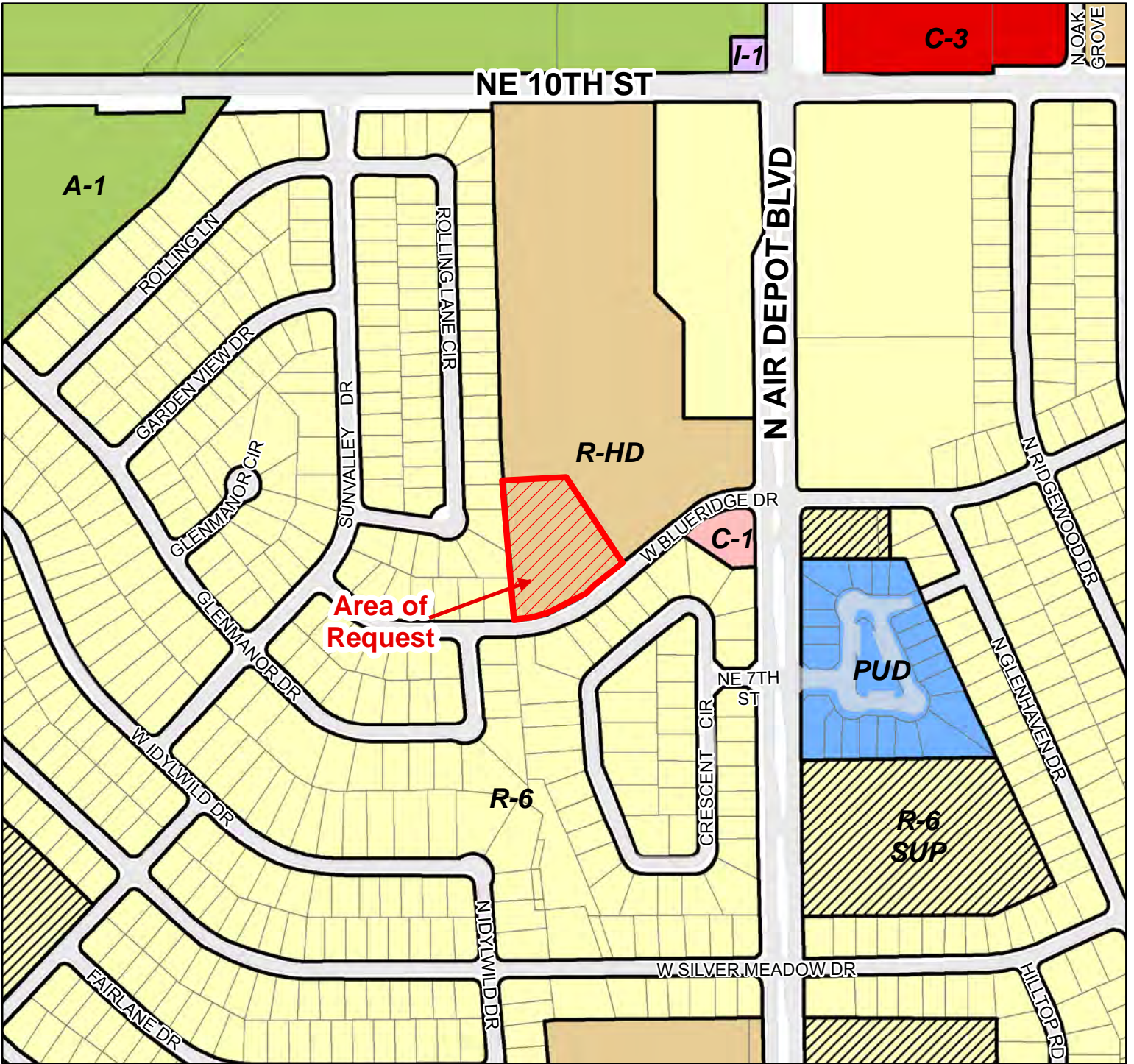


0 400 800 Feet

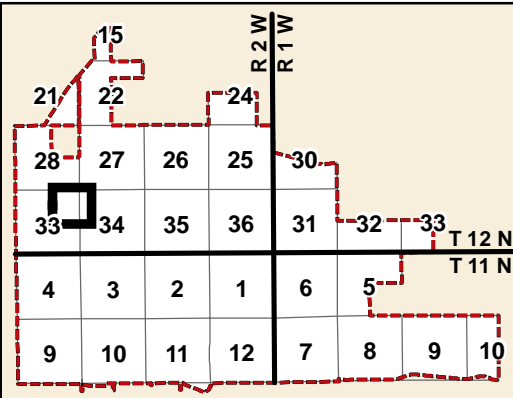


1 inch = 400 feet

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



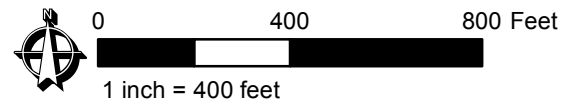
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1913
(NE/4, Sec. 33, T12N, R2W)**



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



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: August 22, 2017

Subject: (PC – 1914) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SE/4 of section 34 T-12-N, R-2-W, located at 2900 Parklawn Drive.

Dates of Hearing: Planning Commission – August 1, 2017
City Council – August 22, 2017

Owner and Applicant: Jacob Walden, Emerald Health Care

Proposed & Existing Use: Nursing and Rehabilitation Center – Assisted Living Center

Size:

The area of request contains an area of approximately 2.44 acres.

Development Proposed by Comprehensive Plan:

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

Zoning Districts:

Area of Request – R-HD, High Density Residential
East– R-HD, High Density Residential
North - R-6, Single Family Detached Residential
South and West – C-3, Community Commercial and C-1, Restricted Commercial

Land Use:

Area of Request – Occupied group care facility
East– Midwest Manor Apartments
North – Single Family Residences
South – Parking for hospital
West – Midwest City Therapy and parking for hospital

Comprehensive Plan Citation:

High Density Residential (HDR) Land Use

Traditional apartment-type units in attached complexes characterize high density residential land use. There are currently several high density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high density use.

Municipal Code Citation:

2.9.1. R-HD, High Density Residential District

This residential district is intended to provide for a density of more than twenty (20) dwelling units per gross acre. The principal use of land is for a wide variety of dwelling types.

Related recreational, religious, and educational uses normally located to service residential areas are also permitted to provide the basic elements of convenient, balanced and attractive living areas.

7.6 Special Use Permit

7.6.1 General Description and Authorization

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

A. Consideration for compatibility

With consideration given to setting, physical features, compatibility with surrounding land uses, traffic and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

B. Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein and recommended either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

C. Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified districted plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

The Planning Commission and City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.

- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
 - (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.
- B. Specific conditions
The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. This area was zoned R-HD prior to the adoption of the 2010 Zoning Ordinance and Map.
2. The Planning Commission recommended approval of this item August 1, 2017.

Staff Comments:

Engineering Comments:

Note: This application is for an ownership change to an existing facility on a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A sixteen (16) inch public water main is located on the north side of Crestlawn Drive in the street right-of-way extending to the west side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot public utility easement located along and adjacent to the north side of the area of request.

Public sanitary sewer line improvements are not required with this application.

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

Streets and Sidewalks

Access to the area of request is available from Crestlawn Drive. Crestlawn Drive is classified as a local street in the 2008 Comprehensive Plan. Crestlawn Drive is a two (2) lane, curbed along the area of request, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for a local street adjacent to the area of request and presently, Crestlawn Drive has fifty (50) feet of right-of-way adjacent to and leading to the west side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

There is no sidewalk along the frontage of the area of request. Sidewalk improvements are not required with this application, they will be required as part of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a care facility. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

The Fire Marshal has no additional comments regarding this Special Use Permit request.

Plan Comments:

The area of request contains an existing 28,346 square foot building that has been used as a nursing home (group care facility) since it was built in 1979. The building is currently occupied as a group care facility. The ownership has changed but the use of the land and building have not.

In 2015, the City Council approved an update to an ordinance that required group care facilities to obtain a Special Use Permit when a change of ownership occurred. This is the reason for this application for a Special Use Permit.


As of this writing, staff has not received any calls or letter of protest regarding this rezoning request.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The proposed use has been and will continue to be an acceptable use in the High Density Residential land use category. Staff believes this request to be in harmony with the general purpose of the Comprehensive Plan.
2. The proposed use is in harmony with the general purposes of the R-HD zoning regulations which allows a higher density than the R-6, single family zoning district.
3. The proposed use is not likely to adversely affect the neighboring properties. The building is existing and has been used as a nursing home in the past with few, if any, issues. At the time of this writing, no neighbors within 300 feet of the area of request have voiced or submitted a written protest to re-opening this building as a nursing home and rehabilitation center.
4. The proposed use would not generate additional pedestrian or vehicular traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of a group care facility at 2900 Parklawn Drive.

Action Required: Approve or reject a resolution for a Special Use Permit to allow the use of Group Care Facility for the property noted in this report and subject to staff's comments as found in the August 22, 2017, agenda packet, and as noted in PC – 1914 file.



Billy Harless, AICP
Community Development Director
KG

1 **PC-1914**

2 **RESOLUTION NO. _____**

3
4 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
5 **GROUP CARE FACILITY IN THE R-HD, HIGH DENSITY RESIDENTIAL DISTRICT**
6 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
7 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
8 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

9 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
10 property with a classification of **R-HD, High Density Residential**:

11 A part of the SE/4 of Section 34, T-12-N, R-2-W of the Indian Meridian, Oklahoma
12 County, Oklahoma, more particularly described as follows:

13 Starting at the SW/C of Block 4, Lot 9, Ridgecrest Country Club Addition;
14 Thence South 77°33’51” East along the South line of said Addition, a distance of 97.01
15 feet;
16 Thence South 68°17’39” East along the South line a distance of 20.49 feet to the Place of
17 Beginning;
18 Thence continuing South 68°57’ East a distance of 66.31 feet;
19 Thence South 0°13’ East a distance of 290.00 feet;
20 Thence South 89°57’ West a distance of 285.00 feet;
21 Thence North 0°13’ West a distance of 377.37 feet to the Place of Beginning.

22 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
23 Permit for said property.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
25 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

26 That the above described property located in Midwest City, Oklahoma be and is
27 hereby granted a Special Use Permit to allow the use of **Group Care Facility**.

28 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
29 on the _____ day of _____, 2017.

30 THE CITY OF MIDWEST CITY, OKLA-
31 HOMA

32 _____
33 MATTHEW D. DUKES II, Mayor

34 ATTEST:

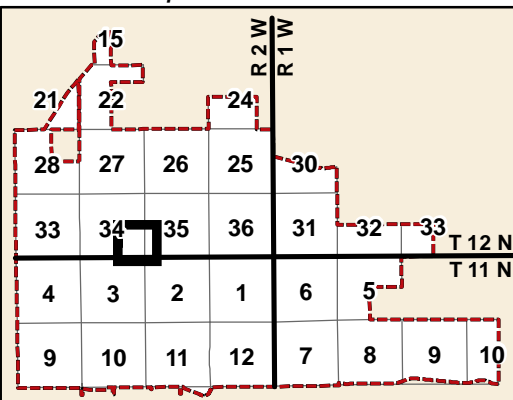
35 _____
36 SARA HANCOCK, City Clerk

37 **APPROVED** as to form and legality this _____ day of _____, 2017.

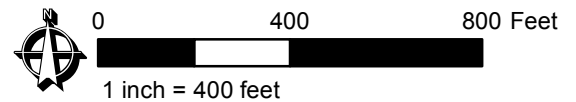
38 _____
39 PHILIP W. ANDERSON, City Attorney



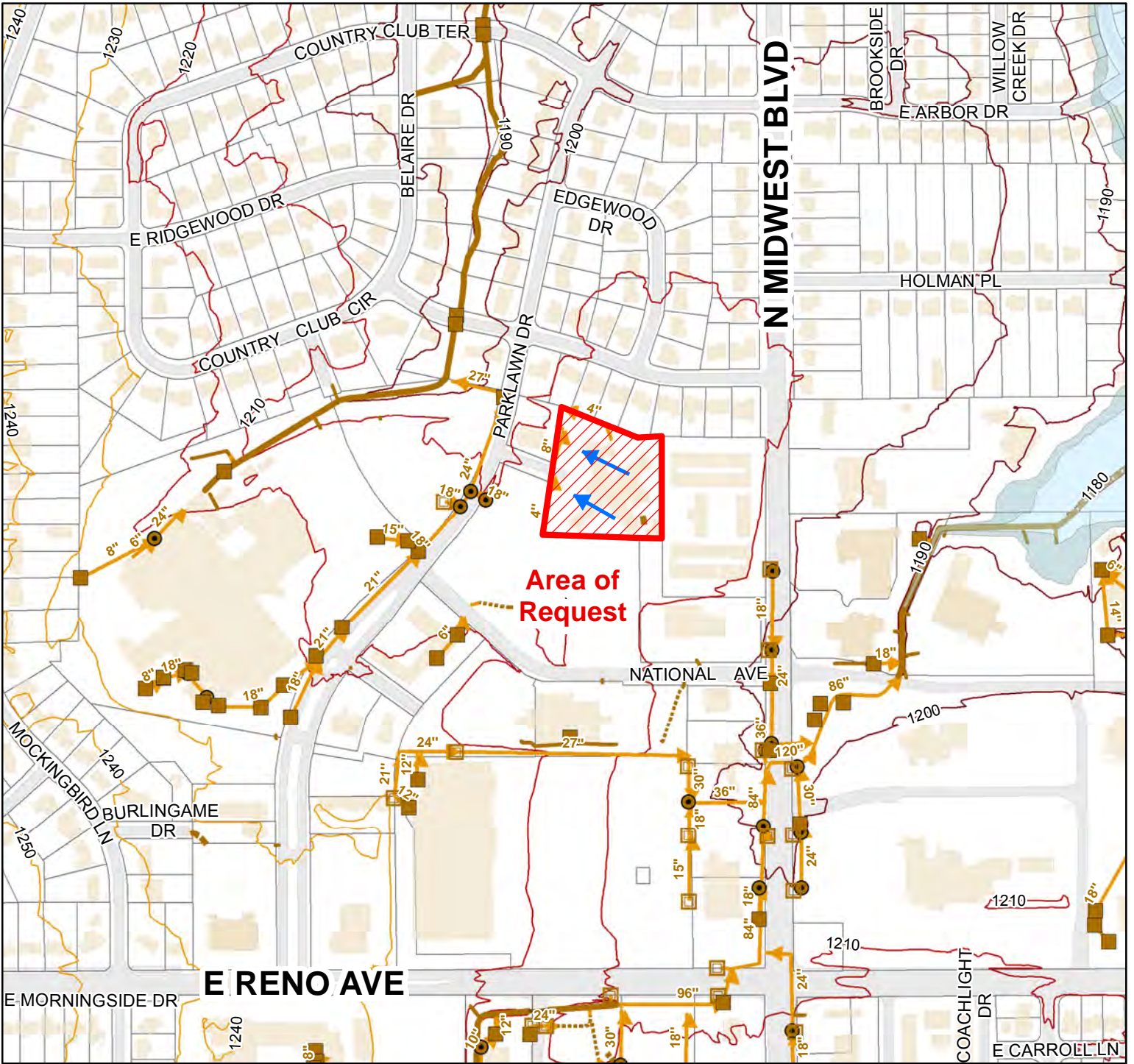
Locator Map



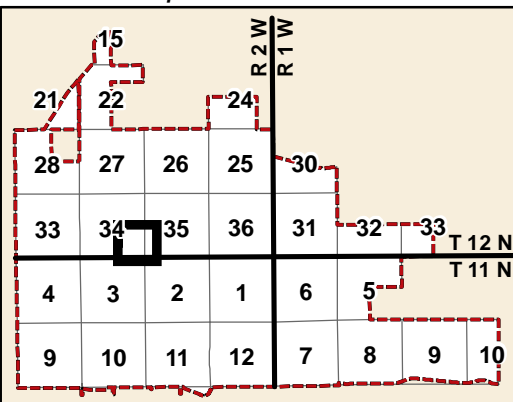
**2015 DOP (AERIAL) VIEW FOR
PC-1914
(SE/4, Sec. 34, T12N, R2W)**



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



Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1914

(SE/4, Sec. 34, T12N, R2W)

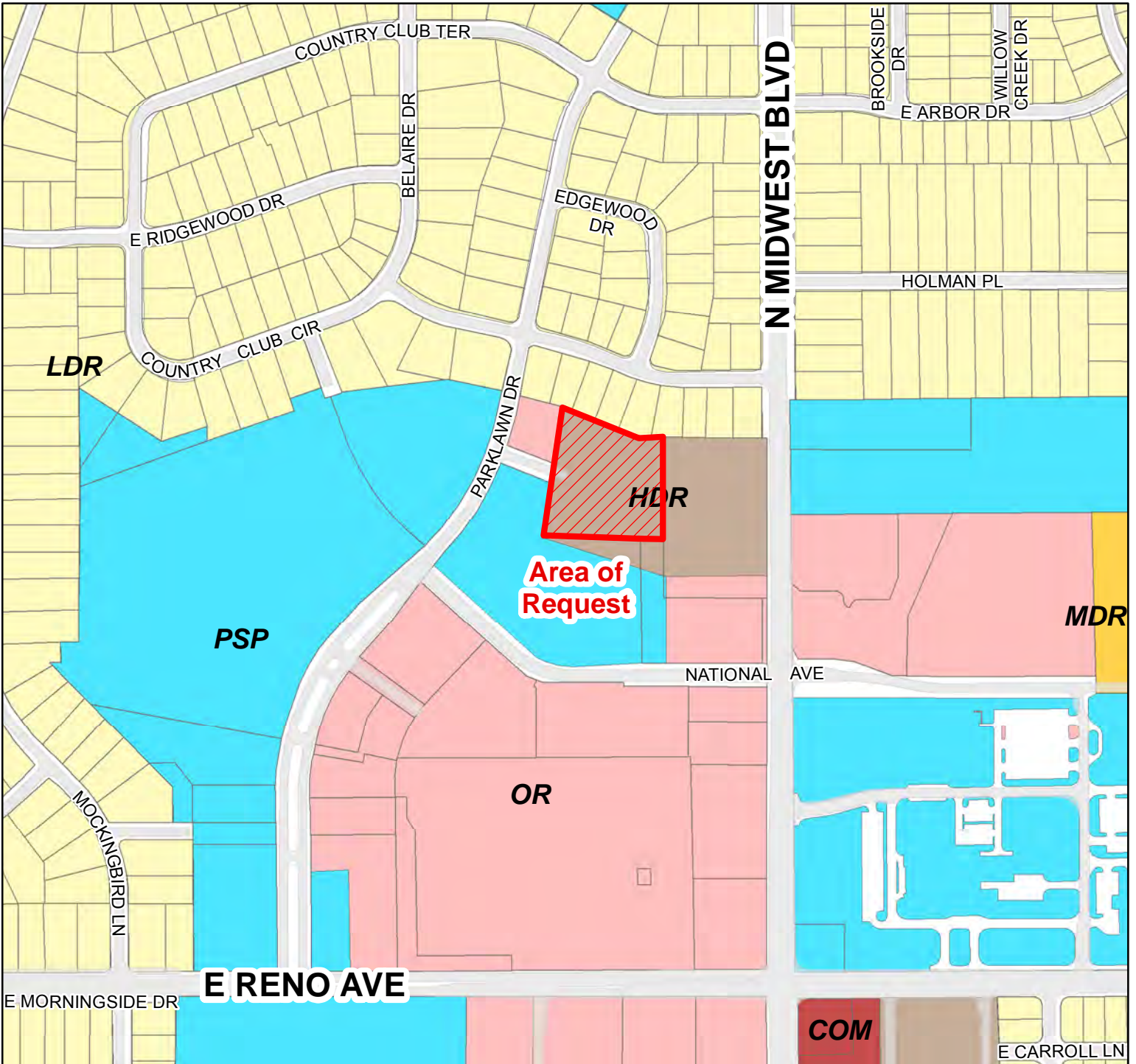


0 400 800 Feet

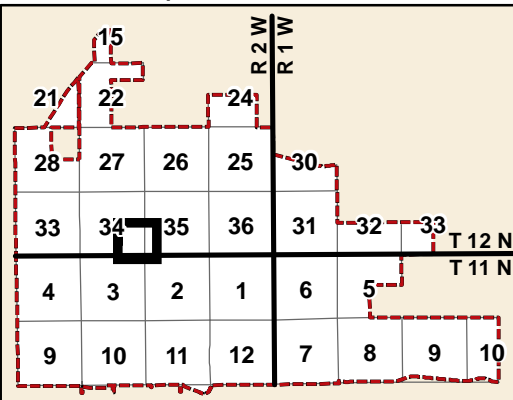


1 inch = 400 feet

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.



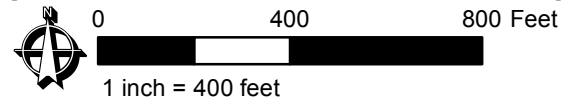
Locator Map



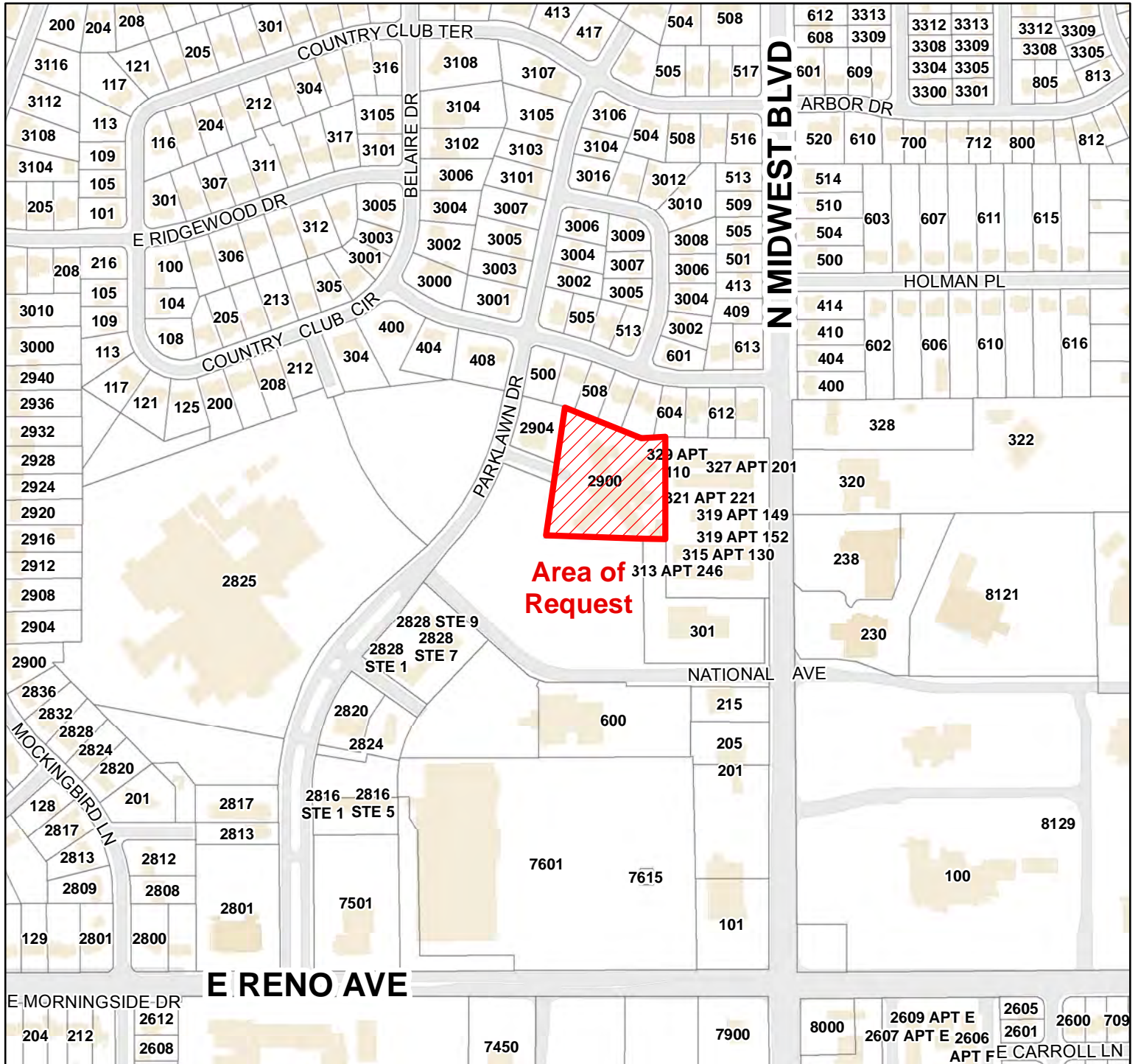
Future Land Use Legend

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

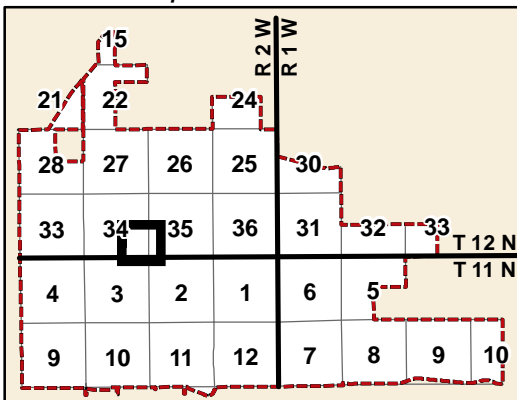
**FUTURE LAND USE
MAP FOR
PC-1914
(SE/4, Sec. 34, T12N, R2W)**








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



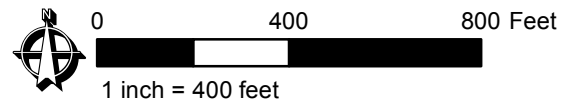
Locator Map



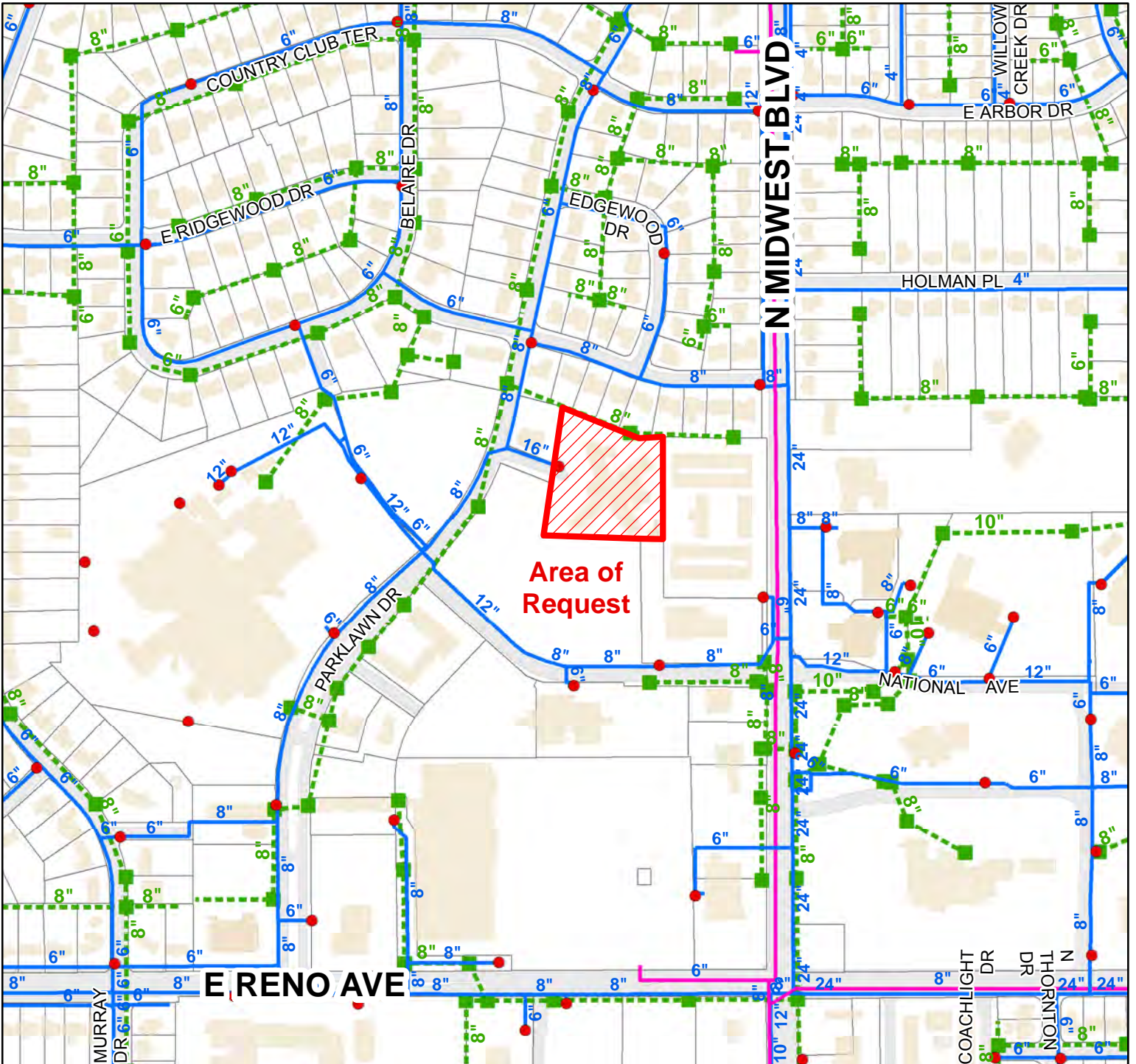
General Map Legend

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

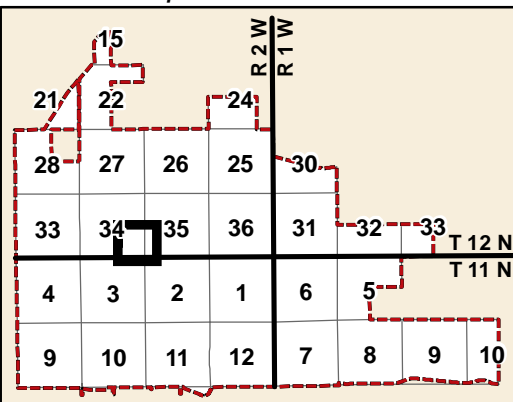
**GENERAL MAP FOR
PC-1914
(SE/4, Sec. 34, T12N, R2W)**



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



Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-1914

(SE/4, Sec. 34, T12N, R2W)

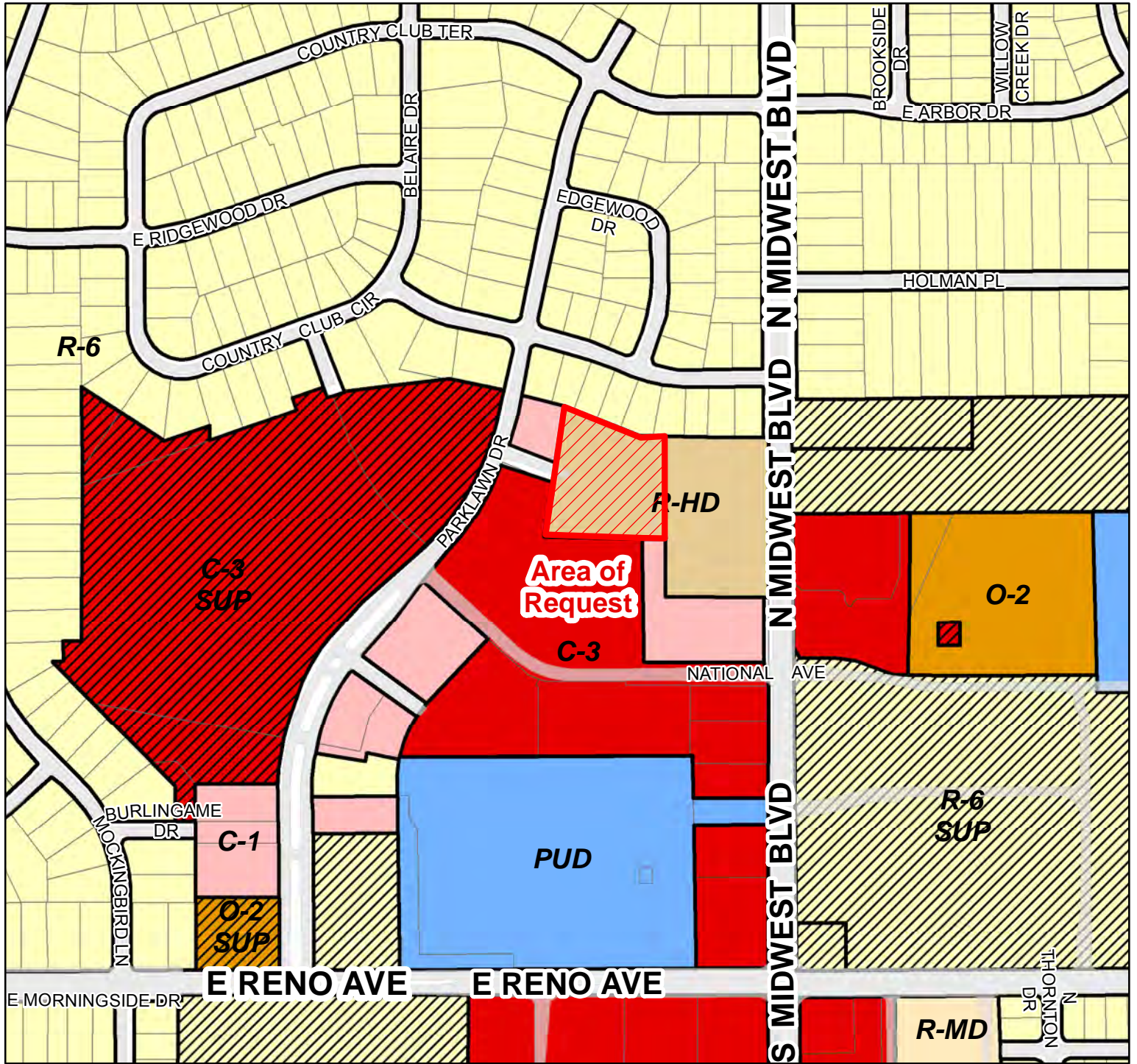


0 400 800 Feet

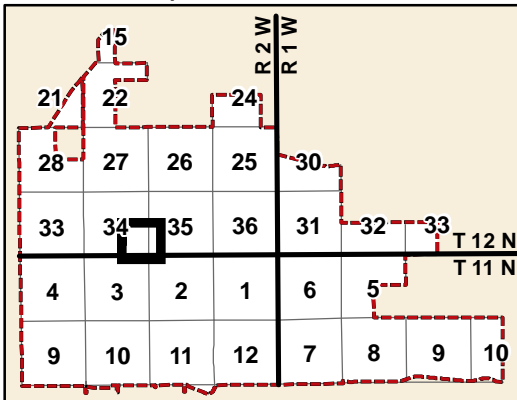


1 inch = 400 feet

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



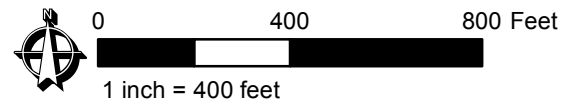
Locator Map



Current Zoning Legend

A-1	I-3	R-2F
A-1 SUP	O-1	R-MD
C-1	O-1 SUP	R-MD SUP
C-1 SUP	O-2	R-HD
C-2	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
I-1	R-10	SPUD
I-2	R-22	HOS
I-2 SUP	R-35	HOS SUP

ZONING MAP FOR PC-1914 (SE/4, Sec. 34, T12N, R2W)



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



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

MEMORANDUM

TO: Honorable Mayor and Councilmembers
FROM: J. Guy Henson, City Manager
DATE: August 22, 2017
SUBJECT: Discussion and consideration of changing the official Midwest City Flag.

Mayor Dukes is proposing a change to the official Midwest City Flag. He would like to hold a contest delegated through the Midwest City High School and Carl Albert High School Art Programs for the students enrolled in the Art Programs. The following are the basic details of the contest:

Title: Midwest City New Flag Design Contest

Dates: August 25, 2017 to November 17, 2017

Guidelines: The five basic principles of flag design (attached).

Judges TBD

Prizes: 75th Anniversary coins and certificates for 1st, 2nd, and 3rd places. First place winners will have their design presented to the Council as a possible design for the Flag. (Disclaimer: The Council reserves the right to make any and all changes to the official flag of Midwest Flag.)

J. Guy Henson, AICP
City Manager

GOOD FLAG, BAD FLAG How to Design a Great Flag

This guide was compiled by Ted Kaye,
editor of *RAVEN*, a Journal of Vexillology
(published annually by NAVA).

These principles of good flag design distill the wisdom of many people
who have written on the subject, including Philippe Bondurand, Frederick
Brownell, William Crampton, Michael Faul, Jim Ferrigan, Richard Gideon,
Kevin Harrington, Lee Herold, Ralph Kelly, Rich Kenny, David Martucci,
Clay Moss, Peter Orenski, Whitney Smith, Steve Tyson, Henry
Untermeyer, and Alfred Znamierowski.

What is NAVA?

The North American Vexillological Association (NAVA) is dedicated
to vexillology, the study of flag history and symbolism. For more
information about its activities, publications, and membership, visit
www.nava.org or write:

NAVA
1977 N. Olden Ave. Ext., PMB 225,
Trenton, NJ 08618-2193, U.S.A.

ISBN-13: 978-0-9747728-1-3
ISBN-10: 0-9747728-1-X

Designed by Melissa Scott
© 2006 North American Vexillological Association



GOOD FLAG, BAD FLAG

How to Design a Great Flag



USE 5 BASIC PRINCIPLES TO CREATE AN
OUTSTANDING FLAG FOR YOUR ORGANIZATION,
CITY, TRIBE, COMPANY, FAMILY, NEIGHBORHOOD,
OR EVEN COUNTRY!

North American Vexillological Association
The Flag Experts of the United States and Canada

COMPILED BY TED KAYE

WHAT IS A FLAG?

A flag's purpose is to represent a place, organization, or person, generally on a rectangular piece of cloth, to be seen at a distance, often moving, and reproduced in quantity and in many sizes.

The 5 principles of good flag design will lead to a successful flag that accomplishes that purpose.

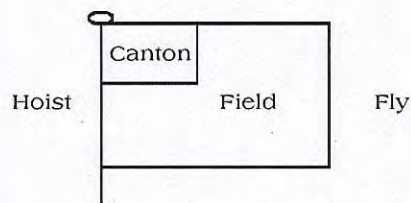
Flags began thousands of years ago, first used for military purposes on land and then as identifying signals at sea. They evolved to represent royal houses, then countries and other levels of government, businesses, military ranks and units, sport teams, and political parties.

Flags grew out of heraldry—the practice of designing coats of arms—and follow many of the same design principles. Following this guide will help any person or group produce a great flag.

A flag should be simple, readily made, and capable of being made up in bunting; it should be different from the flag of any other country, place or people; it should be significant; it should be readily distinguishable at a distance; the colors should be well contrasted and durable; and lastly, and not the least important point, it should be effective and handsome.

— National Flag Committee of the Confederate States of America, 1861

ANATOMY OF A FLAG



THE FIVE BASIC PRINCIPLES OF FLAG DESIGN

1. KEEP IT SIMPLE

The flag should be so simple that a child can draw it from memory...

2. USE MEANINGFUL SYMBOLISM

The flag's images, colors, or patterns should relate to what it symbolizes...

3. USE 2—3 BASIC COLORS

Limit the number of colors on the flag to three, which contrast well and come from the standard color set...

4. NO LETTERING OR SEALS

Never use writing of any kind or an organization's seal...

5. BE DISTINCTIVE OR BE RELATED

Avoid duplicating other flags, but use similarities to show connections...



1. KEEP IT SIMPLE

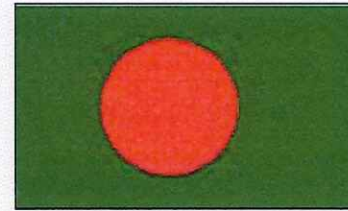
THE FLAG SHOULD BE SO SIMPLE THAT
A CHILD CAN DRAW IT FROM MEMORY . . .

Flags flap. Flags drape. Flags must be seen from a distance and from their opposite side. Under these circumstances, only simple designs make effective flags. Furthermore, complicated flags cost more to make, which often can limit how widely they are used.

Most poor designs have the elements of a great flag in them—simplify them by focusing on a single symbol, a few colors, large shapes, and no lettering. Avoid the temptation to include a symbol for everybody.

Ideally the design will be reversible or at least recognizable from either side. Don't put a different design on the back.

GOOD



BANGLADESH

With two strong colors and a single symbol—the rising sun of independence (slightly offset to the hoist), this flag succeeds admirably.

BAD



TURKMENISTAN

This very complicated rug contains 5 traditional patterns! Better to leave it off and keep the moon and stars.

GOOD



CONGO

With bold, contrasting colors, large shapes, and parallel lines, this flag is also easily recognized when reversed.

BAD



WEST VIRGINIA (USA)

The seal itself is complex, the white background is boring, and the overall design differs from other state flags only in its blue border.

GOOD



ALASKA (USA)

The stars, a standard U.S. symbol, form the "Big Dipper" constellation and the North Star, representing the northernmost U.S. state.

BAD



BEY OF TUNISIA

Replete with stars, crescents, and the Sword of Ali, this 19th-century design's overwhelming complexity defeats its purpose.



2. USE MEANINGFUL SYMBOLISM

THE FLAG'S IMAGES, COLORS, OR PATTERNS SHOULD RELATE TO WHAT IT SYMBOLIZES . . .

Symbolism can be in the form of the “charge” or main graphic element, in the colors used, or sometimes even in the shapes or layout of the parts of the flag.

Usually a single primary symbol is best—avoid those that are less likely to be representative or unique. Colors often carry meanings: red for blood or sacrifice, white for purity, blue for water or sky.

Diagonal stripes are often used by former colonies as an alternative to the generally horizontal and vertical stripes of European countries.

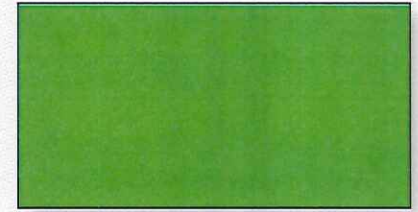
GOOD



ITALY

Based on the revolutionary flag of France, the vertical orientation of Italy's stripes represented a challenge to the typical horizontal stripes of the ruling kingdoms of Europe.

BAD



LIBYA

Although Libya's green field was chosen for its Islamic symbolism, a solid-color flag is too simple to represent a country, and is meaningless when depicted in grayscale.

GOOD



IROQUOIS CONFEDERACY (USA)

“Hiawatha's Belt”, a symbol for five tribes since before 1600, appears on the traditional blue of wampum shell beads.

BAD



NAVAJO NATION (USA)

Over 20 graphic elements overwhelm the viewer and none are large enough to be seen easily.

GOOD



UKRAINE

The light blue and yellow represent the sky over wheat fields—both the color and the direction of the stripes carry the meaning.

BAD



ORGANIZATION OF AMERICAN STATES

Believe it or not, this flag depicts the flags of all the member countries, and must be changed each time one joins, drops out, or changes its flag!



3. USE 2–3 BASIC COLORS

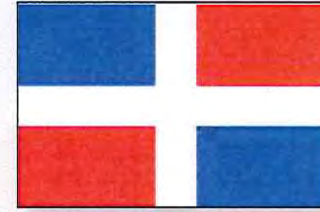
LIMIT THE NUMBER OF COLORS ON THE FLAG TO THREE, WHICH CONTRAST WELL AND COME FROM THE STANDARD COLOR SET ...

The basic flag colors are red, blue, green, black, yellow, and white. They can range from dark to light. Occasionally other colors are also used, such as purple, gray, and orange, but they are seldom needed in a good design.

Separate dark colors with a light color, and light colors with a dark color, to help them create effective contrast. A good flag should also reproduce well in “grayscale”, that is, in black and white shades.

More than four colors are hard to distinguish and make the flag unnecessarily complicated and expensive. Flag fabric comes in a relatively limited number of colors—another reason to stick to the basics.

GOOD



DOMINICAN REPUBLIC

These colors provide balance and contrast, leaving a white cross as “negative space” in the middle of the flag.

BAD



DOMINICA

By using ALL six basic flag colors, this flag creates unnecessary cost and complexity. Who can see the parrot’s red and black eye?

GOOD



AMSTERDAM (NETHERLANDS)

These colors contrast well, even though the red and black are not separated by a light color.

BAD



CHINESE ADMIRAL (1882)

Too many colors! At the least, the yellow and white should be separating the dark colors. While the dragon is in the position of honor, it is very hard to distinguish.

GOOD



NEW MEXICO (USA)

Red and yellow recall the state’s Spanish heritage, while the sun symbol comes from the Zia Indians. This design was voted the best U.S. state flag by NAVA members.

BAD



VIRGINIA (USA)

Imagine, 18 different colors in the official flag specifications! Not only are they difficult to distinguish, but having so many colors drives up the manufacturing cost.



4. NO LETTERING OR SEALS

NEVER USE WRITING OF ANY KIND OR AN ORGANIZATION'S SEAL . . .

Words defeat the purpose: why not just write "U.S.A." on a flag? A flag is a graphic symbol. Lettering is nearly impossible to read from a distance, hard to sew, and difficult to reduce to lapel-pin size. Words are not reversible—this forces double- or triple-thickness fabric.

Don't confuse a flag with a banner, such as what is carried in front of a marching band in a parade, or draped behind a speaker's platform—such banners don't flap, they are seen from only one side, and they're usually seen closer-up.

Seals were designed for placement on paper to be read at close range. Very few are effective on flags—too detailed. Better to use some element from the seal as a symbol. Some logos work; most don't.

GOOD



CÔTES D'ARMOR
(FRANCE)

Rather than the logo style frequently used by French departments and regions, CÔTES d'Armor uses a stylized seagull in the shape of its coastline.

BAD



LOIR-ET-CHER
(FRANCE)

All those words, plus an indistinguishable gray shape . . . Better to have used the stylized dragon on a more interesting background color.

GOOD



SOUTH CAROLINA (USA)

The palmetto tree represents the "Palmetto State" far better than the state's seal could. The crescent moon is in the position of honor.

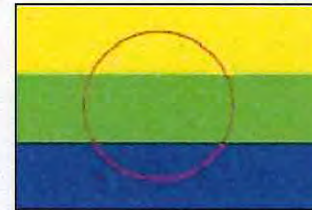
BAD



SOUTH DAKOTA (USA)

This flag uses a seal AND lettering! The name of the state actually appears twice.

GOOD



PEGUIS NATION
(CANADA)

The contrasting colors with a single central symbol represent this Indian nation far better than could any seal.

BAD



FT. PROVIDENCE, NWT
(CANADA)

Despite the overall pattern recalling Canada, this flag (for an Indian community) stumbles with a virtually indistinguishable seal.

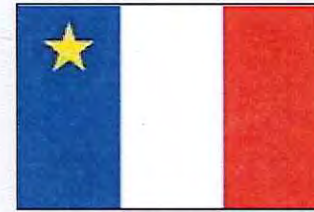
5. BE DISTINCTIVE OR BE RELATED

AVOID DUPLICATING OTHER FLAGS, BUT
USE SIMILARITIES TO SHOW CONNECTIONS...

This is perhaps the most difficult principle, but it is very important. Sometimes the good designs are already “taken”. However, a flag’s symbols, colors, and shapes *can* recall other flags—a powerful way to show heritage, solidarity, or connectedness. This requires knowledge of other flags.

Often the best way to start the design process can be looking to one’s “roots” in flags—by country, tribe, or religion. Use some of the many resources available to help you with flag identification and history, such as “Flags of the World”: <http://www.fotw.net>, or your local library.

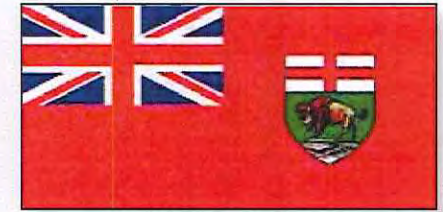
GOOD



ACADIA
(CANADA)

French-speaking Acadians in Canada place a yellow star for St. Mary, their national symbol and patron saint of mariners, on the flag of France.

BAD



MANITOBA
(CANADA)

While the British “Red Ensign” signifies connectedness within the Commonwealth, the distinguishing feature is the small seal. Better to have used the bison as the main flag symbol.

GOOD



GHANA

Using the same colors used by many countries in Africa, this flag shows a strong connection to its neighbors’ flags.

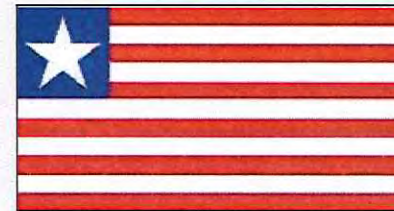
BAD



INDONESIA

Except for its proportions, this flag is exactly the same as Monaco’s (which had it first), but there is no connection between the two countries. Upside-down it is the same as Poland or as Cantabria, Spain!

GOOD



LIBERIA

Founded by freed slaves from the U.S., Liberia reflects that heritage with a similar yet distinctive flag.

BAD



VERMONT
(USA)

This flag is virtually indistinguishable from 20 other U.S. state flags, all with a seal on a blue field.



A rectangle is the standard flag shape. Keep the width-to-length proportions between 1:1.5 and 1:2. Canadian flags are usually 1:2; U.S. flags are usually 1:1.5 or 1:1.67. Square flags are unusual in North America. Abandon such rectangles only when meaningful.

Flags wear. By retaining a rectangular shape and avoiding symbols at the fly end, a flag can be hemmed repeatedly and given a longer life.

The point of honor is the “canton” area—the upper-left corner. This corresponds to the part of the flag that is seen when it hangs limp from a flagpole. The center or left-of-center position is the most visible spot for a symbol when the flag is flying.

Consider the fabrication methods. Curved lines add to the cost of sewn flags. Holes or “negative space” hurt a flag’s fly-ability and wear-ability. “Swallow-tail” shapes fray more easily.

All rules have exceptions. Colorado’s “C” is a stunning graphic element. Maryland’s complicated heraldic quarters produce a memorable and distinctive flag. But depart from these five principles only with caution and purpose.



COLORADO (USA)



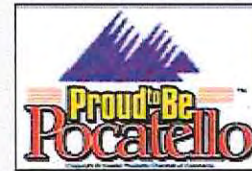
MARYLAND (USA)

Don’t allow a committee to design a flag. Instead, empower individuals to design flags, and use a committee to select among them.

An old rule of heraldry has images of animals look toward the hoist.

And most of all, design a flag that looks attractive and balanced to the viewer and to the place, organization, or person it represents!

FIND THE GOOD FLAGS AND THE BAD FLAGS:



DRAW YOUR FLAG!



Calling all Midwest City High School and
Carl Albert High School **Art Students...**

Let's Celebrate Midwest City's
75th Anniversary with a

“Midwest City New Flag Design Contest!”

The winning design from both schools will
be presented to the City Council as a
possible design for a new Flag.

The contest will begin August 25, 2017 and
end on November 17, 2017.





NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Prosecuting Attorney
100 N. Midwest Blvd.
Midwest City, OK 73110
makarns@midwestcityok.org
Office: 405-739-1284
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Mary Ann Karns, City Prosecuting Attorney

DATE: August 22, 2017

SUBJECT: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Ahemd Bahareini, et al v. City of Midwest City, Case Nos. C404581; C404582; C404583; C404584; C404585; C526609; C526610; C459092; C460745; C523460; C523451CJ-2013-5630.

Appropriate information will be provided during the executive session.

Mary Ann Karns
City Prosecuting Attorney



FURTHER INFORMATION





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

Billy Harless, Community Development Director
Chuck Belk, Chief Building Official

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 City Council

From: William Harless, Community Development Director

Date: August 22, 2017

Subject: Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, Article III, Section 9-41, of the Midwest City Code, providing for repealer and severability.

This is an amendment to the roofing ordinance adopted on July 11, 2017 to reflect and reference the 2015 International Residential Code which was also adopted on July 11, 2017 and effective on August 10, 2017.

William Harless, AICP
Community Development Director

CB

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-41, TAKING SECTION 9-41 OUT OF RESERVE AND TITLING IT "ROOFING REGISTRATION" WHICH SHALL READ AS SPECIFIED IN THIS ORDINANCE; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-41, Building Code, is hereby amended and shall read as follows:

Section 9-41. Roofing Contractors

- (a) Registration. Any person or company wishing to engage in the practice of roofing residential and commercial building in the City of Midwest City must first register with the city and comply with all regulations set forth in Title 158, Construction Industries Board, Chapter 85, Roofing Contractor Registration Regulation.
- (b) Insurance. Provide the City of Midwest City with verification of business general liability in the amount of \$500,000 for residential construction and \$1,000,000 commercial general liability for all commercial construction. Proof of workman's comp insurance must also be provided.
- (c) Permits. Permits are required for all existing buildings in Midwest City. The permit card must be displayed so that it is visible from a public street.
- (d) Failure to Provide. Any person or firm who violates any part of 9-41 of the Midwest City Code or Title 158, Chapter 85 Roofing Contractor Registration Act of the state statutes will be fined an amount not exceeding \$500.00 as per this ordinance.

Exception: The actual owner of residential or farm property who physically performs roofing services including construction, installation, renovation, repair, maintenance, alteration, waterproofing, or removal of materials on his or her own dwelling in which they reside, without the assistance of any registered roofing contractor, will be exempt from the roofing registration act. The owner is still required to obtain a roofing permit from the Community Development Department.

Section 9-41.1 Construction requirements.

- (a) The City of Midwest City adopted the ~~2009~~2015 International Residential Code on ~~6/10/08~~07/11/17, Ordinance No. ~~30583309~~.
- (b) Roof coverings shall be installed as per Section R 905 as written in this section (including manufacturer's installation instructions).
- (c) Roof sheathing shall comply with Section R 803 for lumber sheathing and wood structural panel sheathing.
- (d) Reroof shall comply with Section ~~907~~908.
- (e) Section ~~907.2~~ Structural and construction loads, states the structural roof components shall be capable of supporting the roof covering system and the material and equipment loads that will be encountered during installation of the roof covering system. Roof decking that sags from the weight of the present roof covering is not capable of meeting the requirements of Section ~~907.2908.2~~ and must be replaced with material that will comply with Section ~~907.2908.2~~ of the ~~2009~~2015 IRC as adopted by the City of Midwest City.
- (f) A solid sheathed roof, whether lumber sheathing or structural panel sheathing, is one that is

structurally sound, free of damage and meets the gap requirements of manufacturers installation instructions

Section 9-41.2 Fees.

- (a) Registration Fees.
New registration - \$150.00
Renewal fee - \$75.00

All registrations will run from July 1 to June 30 of each year. Registrations will not be prorated. Registrations not renewed by August 15 will be charged the new registration fee.

- (b) Permit fees. A permit fee of \$25.00 will be collected for all existing structures requiring new roofs or repairs.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____.

THE CITY OF MIDWEST CITY,
OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-41, TAKING SECTION 9-41 OUT OF RESERVE AND TITLING IT "ROOFING REGISTRATION" WHICH SHALL READ AS SPECIFIED IN THIS ORDINANCE; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-41, Building Code, is hereby amended and shall read as follows:

Section 9-41. Roofing Contractors

- (a) Registration. Any person or company wishing to engage in the practice of roofing residential and commercial building in the City of Midwest City must first register with the city and comply with all regulations set forth in Title 158, Construction Industries Board, Chapter 85, Roofing Contractor Registration Regulation.
- (b) Insurance. Provide the City of Midwest City with verification of business general liability in the amount of \$500,000 for residential construction and \$1,000,000 commercial general liability for all commercial construction. Proof of workman's comp insurance must also be provided.
- (c) Permits. Permits are required for all existing buildings in Midwest City. The permit card must be displayed so that it is visible from a public street.
- (d) Failure to Provide. Any person or firm who violates any part of 9-41 of the Midwest City Code or Title 158, Chapter 85 Roofing Contractor Registration Act of the state statutes will be fined an amount not exceeding \$500.00 as per this ordinance.

Exception: The actual owner of residential or farm property who physically performs roofing services including construction, installation, renovation, repair, maintenance, alteration, waterproofing, or removal of materials on his or her own dwelling in which they reside, without the assistance of any registered roofing contractor, will be exempt from the roofing registration act. The owner is still required to obtain a roofing permit from the Community Development Department.

Section 9-41.1 Construction requirements.

- (a) The City of Midwest City adopted the 2015 International Residential Code on 07/11/17, Ordinance No.3309.
- (b) Roof coverings shall be installed as per Section R 905 as written in this section (including manufacturer's installation instructions).
- (c) Roof sheathing shall comply with Section R 803 for lumber sheathing and wood structural panel sheathing.
- (d) Reroof shall comply with Section 908.
- (e) Section 907.2 Structural and construction loads, states the structural roof components shall be capable of supporting the roof covering system and the material and equipment loads that will be encountered during installation of the roof covering system. Roof decking that sags from the weight of the present roof covering is not capable of meeting the requirements of Section 908.2 and must be replaced with material that will comply with Section 908.2 of the 2015 IRC as adopted by the City of Midwest City.
- (f) A solid sheathed roof, whether lumber sheathing or structural panel sheathing, is one that is

structurally sound, free of damage and meets the gap requirements of manufacturers installation instructions

Section 9-41.2 Fees.

- (a) Registration Fees.
New registration - \$150.00
Renewal fee - \$75.00

All registrations will run from July 1 to June 30 of each year. Registrations will not be prorated. Registrations not renewed by August 15 will be charged the new registration fee.

- (b) Permit fees. A permit fee of \$25.00 will be collected for all existing structures requiring new roofs or repairs.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20____.

THE CITY OF MIDWEST CITY,
OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney

Notice of regular Midwest City Planning Commission meetings in 2017 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2016 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

August 1, 2017 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 1, 2017 at 7:00 p.m., with the following members present:

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

Commissioner absent: Stan Greil - Chairman

Staff present: Kellie Gilles, Planning Manager

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

A. MINUTES:

1. Motion was made by Huskey, seconded by Hinton, to approve the minutes of the July 5, 2017 Planning Commission meeting as presented. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey and Campbell. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC 1913) Public hearing with discussion and consideration of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the NE/4 of Section 33, T-12-N, R-2-W, located at 615 W. Blueridge Drive.**

Staff presented a brief overview of this item. Staff noted that there was an error on the existing land use portion of the staff report. Staff stated the correct existing and surrounding land uses and noted that the staff reports would be updated for the August 22 City Council agenda. The applicant, Andrew Mireles of 615 W. Blueridge Dr. was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey and Campbell. Nay: None. Motion carried.

2 (PC-1914) Public hearing with discussion and consideration of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SE/4 of Section 34, T-12-N, R-2-W, located at 2900 Parklawn Drive.

Staff presented a brief overview of this item. Staff noted that there was an error on the existing land use portion of the staff report. Staff stated the correct existing land use and noted that the staff reports would be updated for the August 22 City Council agenda. The applicant, Marilyn Ladelle Bates of 1812 Whispering Trail was present. There was general discussion about this item. A motion was made by Huskey, seconded by Hinton, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith, Hinton, Huskey and Campbell. Nay: None. Motion carried.

C. COMMISSION DISCUSSION: None.

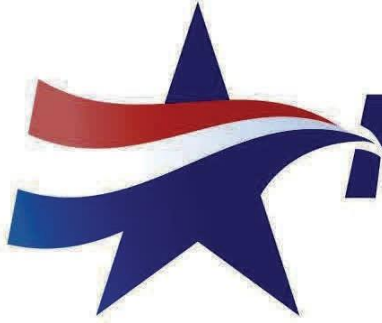
D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: There were no items of further information for discussion.

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

The meeting adjourned at 7:10 p.m.

Russell Smith, Vice-Chairman
(KG)



MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

August 22, 2017 - 7:01 PM

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

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so 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 regular meeting of August 8, 2017 as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of entering into an agreement with Yes Companies Exp Key LLC, to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and a future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City. (Community Development – P. Menefee)

3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2017. (City Manager - T. Lyon)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY**

August 8, 2017 – 6:00 p.m.

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 Matt Dukes called the meeting to order at 6:29 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 8, 2017. The Trustees had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:29 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY
MUNICIPAL AUTHORITY MEETING**

August 8, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:59 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Reed.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 25, 2017 as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$37,343. Storm Water Quality Fund, expenses/Stormwater (61) \$251,550. Capital Water Improvements Fund, expenses/Capital Water Imp. (49) \$385,104. Construction Loan Payment Fund, expenses/Water (42) \$1,349,961. Sewer Constructions Fund, expenses/ Sewer Construction (46) \$10,533. Utility Services Fund, expenses/Utility Services (50)\$3,151. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$55,000. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses/Utility Services (50) \$102,197. Sanitation Fund, expenses/Sanitation (41) \$505,754. Water Fund, expenses/ Water (42) \$59,630. Wastewater Fund, expenses/Wastewater (43) \$17,579. FF&E Reserve Fund, expenses/Hotel/Conf. Center (40) \$171,687. Golf Fund, expenses/Gold (47) \$12,000.

Voting aye: Byrne, Eads, Dawkins, Sean, Allen, Jeff and Chairman Dukes. Nay: none. Absent: Motion carried.

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

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 7:59 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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 Chairman and Trustees

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

Date: August 22, 2017

Subject: Discussion and consideration of entering into an agreement with Yes Companies Exp Key, LLC to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City.

The accompanying Sewer and Water Agreement is to replace an erroneous agreement between the park's prior ownership group and the Municipal Authority dated March 11th, 2014. Due to a change in park ownership the erroneous 2014 agreement was terminated at the April 27, 2107 meeting.

Staff recommends entering into the agreement.



Patrick Menefee, P.E.
City Engineer

Attachments

SEWER AND WATER AGREEMENT

This Agreement is made and entered into by and among the CITY OF MIDWEST CITY, OKLAHOMA ("Midwest City"), the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust (the "Authority") and YES COMPANIES EXP KEY, LLC, a Delaware limited liability company ("YES").

WITNESSETH:

WHEREAS, Midwest City owns and operates a sewer pipeline, which it leases to the Authority, that is eight (8) inches in diameter in Midwest City's right-of-way on Timber Ridge Boulevard between SE 29th Street and Red Oak Drive (the "sewer pipeline"); and

WHEREAS, YES owns the Timberland Mobile Home Park at 13501 SW 29th Street (the "Park"); and

WHEREAS, Midwest City and YES intend to enter into a Sewer and Water Agreement adopting the substantive terms in order to effectuate the intent of an earlier Sewer and Water Agreement between Midwest City and YES Companies EXP, LLC, a predecessor in title to YES, which terms are substantively restated below as now between Midwest City and YES;

WHEREAS, YES constructed a new sewer line south from the Red Oak Drive location in Midwest City's right-of-way on Timber Ridge Boulevard, east along SW 29th Street, then north to the Park; and

WHEREAS, Midwest City would like to construct a new drinking water storage facility within the Park, upon land conveyed by YES to the Authority;

WHEREAS, the Park is now connected to the Midwest City wastewater treatment system or the Midwest City drinking water distribution system; and

WHEREAS, Midwest City and the Authority are able and willing to allow YES to continue to operate the sewer pipeline southeast from Red Oak Drive, upon the condition that YES will only utilize the Park for residential purposes which condition shall continue so long as the Park remains outside of the corporate city limits of Midwest City; and

WHEREAS, YES has agreed to utilize the Park only for residential purposes for the term of this Agreement, unless and until the Park becomes and is within the corporate city limits of Midwest City; and

WHEREAS, YES is able and willing to allow the Authority to construct a new drinking water storage facility, and convey land to the Authority for this purpose, upon the condition that the Authority will only utilize the land for the sole purpose of constructing and operating a drinking water storage facility, and allow YES continued access to service and maintain an existing

drinking water well, in exchange for consideration and upon conditions contained in this Agreement; and

WHEREAS, YES has established and will continue to utilize an account and meter installed for wastewater services with Midwest City and be solely responsible for paying Midwest City the charges for the sewer service provided to the Park residents;

WHEREAS, YES may establish an account with Midwest City for drinking water, and should YES so elect, will not be charged any fees for such access except for the purchase of the meter;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties to this Agreement, to be well and truly observed and faithfully kept and performed by them, it is agreed among the parties as follows:

1. SEWER PIPELINE

- (A) Pipeline: Midwest City has granted YES non-exclusive permission to extend the sewer pipeline, which YES completed at its own cost and expense, to use such necessary public easements and rights-of-way to extend the sewer pipeline, and to provide public sewer service to the residents of the Park so long as YES uses the Park for residential purposes as provided in this Agreement. The extension of the sewer pipeline was constructed in accordance with requirements of the State of Oklahoma and Midwest City ordinances and standards, including the lift station within the Park, wherein YES installed a chopper pump. All facilities, public works, utilities and appurtenances which were installed as described herein shall be and shall remain the property of Midwest City and no charge shall at any time be made by YES for Midwest City's use of the Park for the privilege of maintaining and operating said facilities and appurtenances pursuant to the Easement Grant, to be executed in substantively similar form as Exhibit 1 ("Sewer Easement"). Midwest City shall accept this dedication with YES's execution of the Sewer Easement.
- (B) Billing: Midwest City shall continue its contract with YES for the billing and payment for sewer service to the Park provided via the sewer pipeline. YES will promptly pay all billings for sewer service from Midwest City in accordance with the terms and conditions of such contract.
- (C) Consideration: Both parties hereto have exchanged mutual covenants and promises, and other good and valuable consideration.

2. DRINKING WATER STORAGE FACILITY

- (A) Storage Facility: With YES's execution of the Special Warranty Deed, Exhibit 2, YES grants and conveys to the Authority approximately 2.34 acres as described therein for the Authority's use on which to construct and operate a drinking water storage facility, and only so long as the Au-

thority uses the 2.34 acres exclusively for construction and operation of a drinking water storage facility, which the Authority shall construct and operate at its own cost and expense on the terms and conditions set forth therein. The drinking water storage facility must be constructed in accordance with requirements of the State of Oklahoma and Midwest City ordinances and standards. YES will not be responsible for the acts of the Authority in constructing or operating the drinking water storage facility or in the provision of drinking water services. The Authority shall, subject to YES's approval regarding appearance which shall not be unreasonably withheld (i) paint the structures in a suitable color which shall not be offensive to the residents living in the Park, (ii) fence with an eight foot tall chain link security fence, lock and provide lighting for the drinking water storage facility to provide security, (iii) post contact information, (iv) enforce hours of operation during normal business hours except for emergency situations, (v) provide screening vegetation to a minimum height of eight feet, (vi) name YES as an additional insured on the Midwest City municipal liability insurance policy.

- (B) Billing: YES may connect to the Midwest City drinking water storage facility distribution system without a fee but must pay for the purchase and installation of its own meter. Upon such connection, YES shall establish an account for municipal drinking water supply with Midwest City for billing and payment for drinking water service to the Park provided via the drinking water storage facility distribution system. YES will promptly pay all billings for drinking water service from Midwest City in accordance with the terms and conditions of such contract.
- (C) Consideration: All parties hereto have exchanged mutual covenants and promises, and other good and valuable consideration. See Section 1(C) above. Neither Midwest City nor the Authority shall be or be deemed to be a contractor, employee or agent of YES.

3. COMMUNICATIONS

Notices or other communications to YES pursuant to the provisions of this Agreement shall be sufficient if hand delivered or sent by certified or registered mail, postage prepaid, addressed to:

YES Companies EXP Key, LLC
1900 16th Street
Suite 950
Denver, Colorado 80202
Attention Walter Moreland

Notices or other communications to Midwest City shall be sufficient if hand delivered or sent by certified or mail, postage prepaid, addressed to:

City Clerk

City of Midwest City
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Notices or other communications to the Authority shall be sufficient if hand delivered or sent by certified or mail, postage prepaid, addressed to:

Secretary
Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

or to such other representatives as the parties may designate in writing from time to time.

5. ASSIGNMENT

The rights and privileges granted by this Agreement shall not be assigned without the prior written approval of the other parties.

6. EXECUTION

This Agreement shall be executed in duplicate with each executed instrument deemed an original.

7. EFFECTIVE

This Agreement shall become effective upon the approval of all parties to this Agreement and shall remain in effect until such time as YES shall commence utilizing the YES property for uses other than residential purposes, or this Agreement is otherwise terminated by one or both of the parties.

8. ABIDE

Both parties to this Agreement shall abide by all laws, statutes, ordinances, rules and regulations of the jurisdiction in which they act or operate.

9. AMENDMENT

This Agreement shall not be amended without the prior written approval of both parties to this Agreement.

10. TIME OF ESSENCE

For the purposes of this Agreement, time shall be deemed of the essence.

11. BREACH

A failure to satisfy any provision, covenant or obligation of this Agreement shall be deemed a breach of this entire Agreement. Using the sewer line to provide sewer service to any property, building, structure or entity other than the Park shall also be deemed a breach of this entire Agreement.

YES COMPANIES EXP KEY, LLC

By: Walter L. Moreland
Name: Walter L. Moreland
Title: Authorized Person

APPROVED by the Council and signed by the Mayor of the City of Midwest City this _____ day of _____, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED by the trustees and signed by the chairman of the Midwest City Municipal Authority this _____ day of _____ h, 2017.

MIDWEST CITY MUNICIPAL AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this _____ day of _____, 2017.

PHIL ANDERSON, City Attorney

Exhibit 1

EASEMENT GRANT FOR SANITARY SEWER

THIS EASEMENT GRANT is made between YES COMPANIES EXP KEY, LLC, a Delaware limited liability company ("Grantor"), and CITY OF MIDWEST CITY, OKLAHOMA, an Oklahoma Municipal corporation ("Grantee").

Grantor is the owner of the tract of land described on Exhibit A hereto (hereafter referred to "Parcel 1").

Grantor desires to grant and Grantee desires to receive an easement over and across Parcel 1 as described in Exhibits B and C (the "Easement Parcel").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Grantor hereby grants to Grantee, its tenants, invitees and guests, as an easement, an exclusive, permanent easement for installing, maintaining and repairing a sanitary sewer over, under and across the Easement Parcel as described in Exhibits B and C, which, is dedicated to Grantee as long as Grantor utilizes Parcel 1 for residential purposes.

2. Use of Easement Parcel. The installation, operation or maintenance of pipes, conduits, or wires under, upon or over the Easement Parcel, and continued access through the existing paved roads within the Easement Parcel, is permitted.

3. Maintenance of Easement Parcel. Grantor shall maintain the Easement Parcel in good condition and repair (reasonable wear and tear excepted) and shall indemnify Grantee from and against any and all matters arising out of relating to the exercise of its rights hereunder. All repairs and replacements shall, to the extent possible, be at least equivalent in quality to the original work.

4. Acceptance of Easement Parcel. Grantee hereby accepts Grantor's grant of the Easement Parcel to Grantee, which acceptance is evidenced by the mayor's signature on this Easement Grant.

5. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Attorneys' Fees. Either party may enforce this instrument by appropriate action and the prevailing party in such litigation shall recover as part of its costs its reasonable attorneys' fee.

7. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on Grantee is carried out.

IN WITNESS WHEREOF, the parties have executed this Easement Grant this _____ day of _____ 2017.

GRANTOR:

YES COMPANIES EXP KEY, LLC

By: _____
Walter L. Moreland, Manager

ACCEPTANCE BY GRANTEE:

CITY OF MIDWEST CITY, OKLAHOMA

By: _____
Matt Dukes, Mayor

STATE OF)
) ss:
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Walter L. Moreland, as Manager of YES Companies EXP KEY, LLC, a Delaware limited liability company.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the _____ day of _____, 2017, by Matt Dukes, as Mayor of the City of Midwest City, Oklahoma, an Oklahoma Municipal corporation.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Choctaw, County of Oklahoma, State of Oklahoma, described as follows:

Parcel I:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and further described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence South 89°53'57" West along the South line of said Southeast Quarter (SE/4) for a distance of 1092.00 feet to the Point of Beginning;

Thence South 89°53'57" West along said South line for a distance of 1282.49 feet;

Thence North 00°11'10" West for a distance of 400.00 feet;

Thence South 89°53'57" West for a distance of 175.00 feet;

Thence North 00°11'10" West for a distance of 917.00 feet;

Thence North 89°53'57" East for a distance of 1549.77 feet;

Thence North 00°10'26" West for a distance of 1071.00 feet;

Thence North 89°53'57" East for a distance of 400 feet;

Thence South 00°10'26" East for a distance of 1488.00 feet;

Thence South 89°53'57" West for a distance of 492.00 feet;

Thence South 00°10'26" East for a distance of 900.00 feet to the Point of Beginning.

Parcel II:

Together with the Easement rights created by Easement for private sewer line, filed June 1, 1995 and recorded in Book 6749, Page 1075, records of Oklahoma County, Oklahoma, over the tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning at a point, said point being located 1092 feet West and 300 feet North from the Southeast corner of the Southeast Quarter (SE/4) of Section 10;

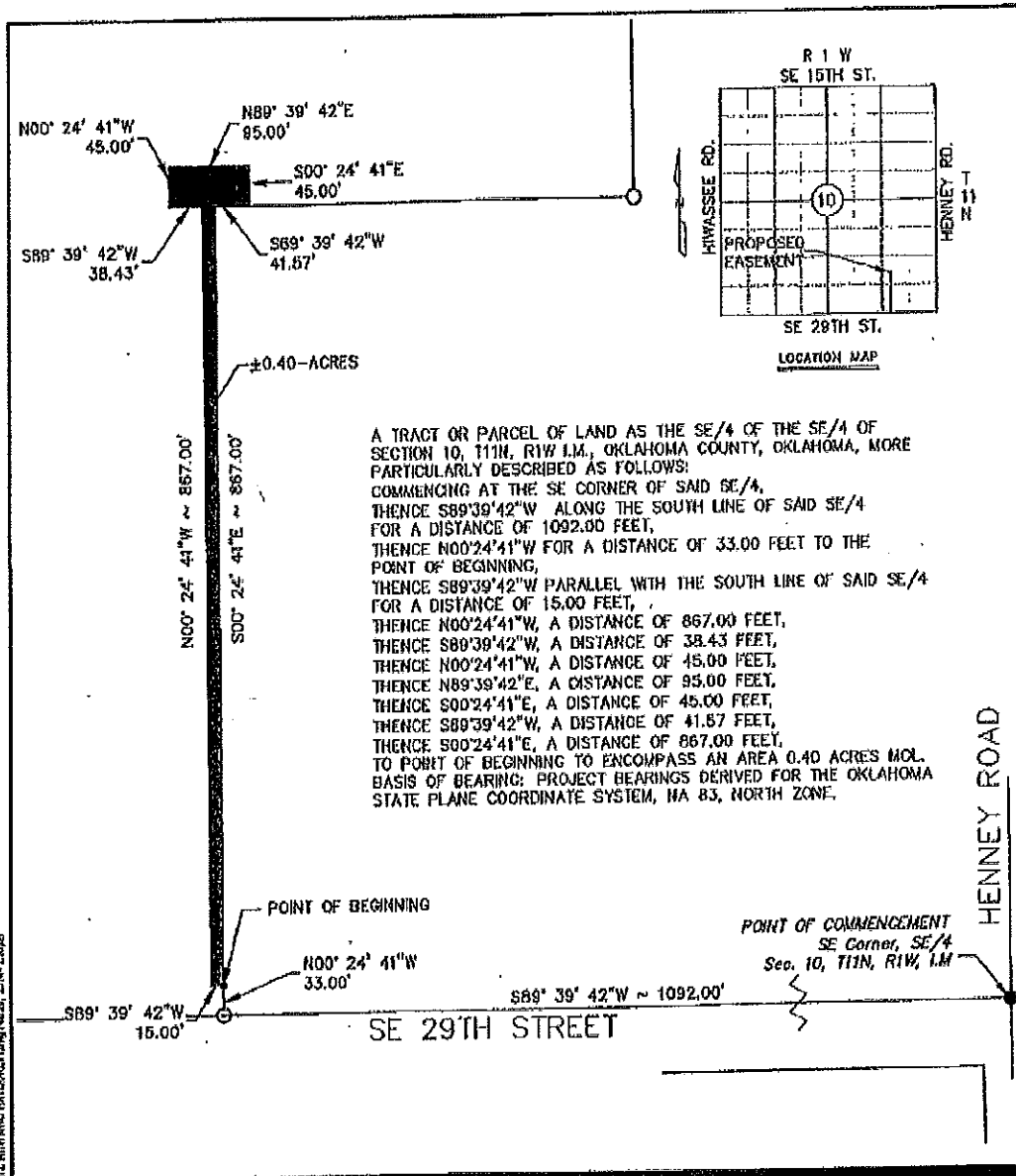
Thence North and parallel to the East boundary of the said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence East and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet;

Thence South and parallel to the East boundary of said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence West and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet to the Point of Beginning.

Exhibit B



05/20/2014 10:00 AM C:\Users\jcardinal\Documents\Projects\13501 SE 29TH ST\13501 SE 29TH ST.dwg (4/26/14) 214 - 230


CARDINAL ENGINEERING
 1018 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.642.1066 Fax 405.843.4687
 3226 East Conner River Norman, OK 73072
 Phone 405.679.0455 Fax 405.366.8510
<http://www.cardinalengineers.com>
 CA# 2954, expiration date 06/30/2018

DRAWING FILE PUBLIC WATER IMPROVEMENTS
PROJECT TIMBERLAND MOBILE HOME PARK
LOCATION 13501 SE 29TH ST. OKLAHOMA COUNTY, OK
PREPARED BY YESI COMMUNITIES DENVER, CO

DONOR/REAL:

Model No. 13081 Drawn By GC Checked By MB Date 02/11/2014 Scale 1" = 160' Used For APPROVAL Drawing No. EX-B

Exhibit C

Exhibit "C"

A TRACT OR PARCEL OF LAND AS THE SW/4 OF THE SE/4 OF SECTION 10, T11N, R1W I.M., OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE/4 OF SAID QUARTER SECTION, THENCE S89°40'13"W FOR A DISTANCE OF 1663.49 FEET, THENCE N00°19'47"W FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, THENCE N02°13'29"E FOR A DISTANCE OF 64.21 FEET, THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 238.36 FEET, A CHORD BEARING OF N49°54'19E, A CHORD DISTANCE OF 101.28 FEET, AN ARC LENGTH OF 102.06 FEET, THENCE N60°26'04"E FOR A DISTANCE OF 88.40 FEET, THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 97.96 FEET, A CHORD BEARING OF N78°46'27E, A CHORD DISTANCE OF 61.96, AN ARC LENGTH OF 63.04 FEET, THENCE S87°59'36"E FOR A DISTANCE OF 148.35 FEET, THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 48.91 FEET, A CHORD BEARING OF N47°47'19E, A CHORD DISTANCE OF 68.28, AN ARC LENGTH OF 75.58 FEET, THENCE N04°09'10"E FOR A DISTANCE OF 94.55 FEET, THENCE N00°46'23"E FOR A DISTANCE OF 97.32 FEET, THENCE N00°39'46"E FOR A DISTANCE OF 222.82 FEET, THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 366.87 FEET, A CHORD BEARING OF N16°05'04"W, A CHORD DISTANCE OF 169.21 FEET, AN ARC LENGTH OF 170.74 FEET, THENCE N26°09'55"W FOR A DISTANCE OF 60.87 FEET, THENCE N59°08'06"E FOR A DISTANCE OF 107.49 FEET, THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 116.65 FEET, A CHORD BEARING OF N75°55'51"E, A CHORD DISTANCE OF 73.49 FEET, AN ARC LENGTH OF 74.76 FEET, THENCE S00°24'41"E FOR A DISTANCE OF 17.23 FEET, THENCE N89°39'42"E FOR A DISTANCE OF 92.03 FEET, THENCE N00°24'41"W FOR A DISTANCE OF 39.46 FEET, THENCE S89°39'42"W FOR A DISTANCE OF 92.21 FEET, THENCE S00°24'41"E FOR A DISTANCE OF 6.17 FEET,

CONTINUED ON EX--C2

COPYRIGHT 2014 BY CARDINAL ENGINEERS, INC. ALL RIGHTS RESERVED. EXHIBIT "C" IS A PART OF DRAWING NO. 02/28/2014


 <p>CARDINAL ENGINEERING 1015 N. Broadway Avenue, Suite 300 Oklahoma City, OK 73102 Phone 405.842.1033 Fax 405.843.4467 3226 Earl Conner Drive Norman, OK 73072 Phone 405.679.0655 Fax 405.856.8610 http://www.cardinalengineers.com C.A.# 2054, expiration date 06.30.2015</p>	<p>DRAWING TITLE ACCESS EASEMENT</p>	<p>REVISIONS/NOTES</p>	<p>Project No. 13081</p>
	<p>Project TIMBERLAND MOBILE HOME PARK</p>		<p>Drawn By CC</p>
	<p>Location 13501 SE 29TH ST. OKLAHOMA COUNTY, OK</p>		<p>Checked By MB</p>
	<p>Prepared For YES! COMMUNITIES DENVER, CO</p>		<p>Date 02/28/2014</p>
			<p>Scale N.T.S.</p>
			<p>Issued For APPROVAL</p>
			<p>Drawing No. EX-C1</p>

Exhibit "C"

CONT FROM EX-C1:

THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 132.65 FEET,
 A CHORD BEARING OF S75°40'23"W, A CHORD DISTANCE OF 82.00 FEET,
 AN ARC LENGTH OF 83.37 FEET,
 THENCE S59°08'06"W FOR A DISTANCE OF 122.02 FEET,
 THENCE S28°09'55"E FOR A DISTANCE OF 76.07 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 350.87 FEET,
 A CHORD BEARING OF S16°09'34"E, A CHORD DISTANCE OF 161.80 FEET,
 AN ARC LENGTH OF 163.27 FEET,
 THENCE S00°39'46"W FOR A DISTANCE OF 222.33 FEET,
 THENCE S00°46'23"W FOR A DISTANCE OF 96.83 FEET,
 THENCE S04°09'10"W FOR A DISTANCE OF 94.17 FEET,
 THENCE ON A NONTANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 32.91 FEET,
 A CHORD BEARING OF S47°43'09"W, A CHORD DISTANCE OF 46.00 FEET,
 AN ARC LENGTH OF 50.94 FEET,
 THENCE N87°59'36"W FOR A DISTANCE OF 147.94 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 113.96 FEET,
 A CHORD BEARING OF S76°44'02"W, A CHORD DISTANCE OF 71.35 FEET,
 AN ARC LENGTH OF 72.57 FEET,
 THENCE S60°26'04"W FOR A DISTANCE OF 87.88 FEET,
 THENCE ON A NONTANGENT CURVE TO THE LEFT HAVING A RADIUS OF 254.36 FEET,
 A CHORD BEARING OF S49°17'37"W, A CHORD DISTANCE OF 112.90 FEET,
 AN ARC LENGTH OF 113.84 FEET,
 THENCE S02°13'29"W FOR A DISTANCE OF 69.94 FEET,
 THENCE N89°40'59"E FOR A DISTANCE OF 16.02 FEET TO THE POINT OF BEGINNING,
 TO POINT OF BEGINNING TO ENCOMPASS AN AREA 0.60 ACRES MOL. BASIS OF BEARING:
 PROJECT BEARINGS DERIVED FOR THE OKLAHOMA STATE PLANE COORDINATE SYSTEM,
 NAD 83, NORTH ZONE. THIS PROPERTY DESCRIPTION WAS PREPARED BY
 MATT C. BARNUM, PLS 1742 ON JANUARY 8, 2014

C:\Users\mcc\OneDrive\Documents\ACCESS EASEMENT\ACCESS EASEMENT.dwg, 2014-1-15 09:28



CARDINAL
ENGINEERING

1015 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1055 Fax 405.843.4697
 3226 East Center Drive Norman, OK 74072
 Phone 405.579.0555 Fax 405.366.0540
<http://www.cardinalengineers.com>
 C.A.# 2054, expiration date 06.30.2015

DRAWING TITLE
ACCESS EASEMENT

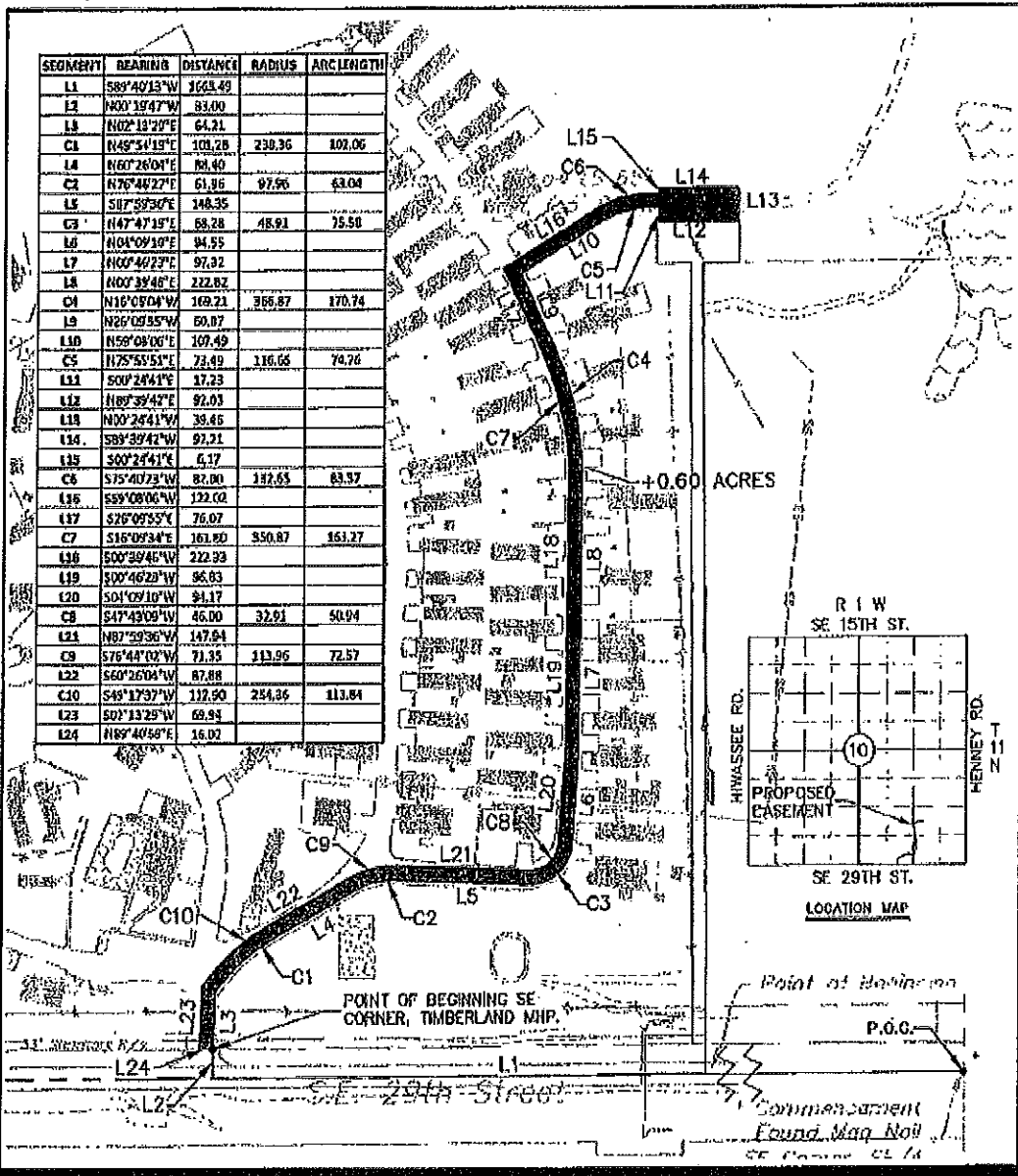
Project
TIMBERLAND MOBILE HOME PARK

Location
13501 SE 29TH ST.
OKLAHOMA COUNTY, OK

Prepared For
YES2 COMMUNITIES
DENVER, CO

SIGNATURE/DATE

Project No.	13081
Drawn By	CC
Checked By	MB
Date	02/28/2014
Scale	N.T.S.
Issued For	APPROVAL
Drawing No.	EX-C2



CARDINAL ENGINEERING
 1016 N. Broadway Avenue, Suite 300
 Oklahoma City, OK 73102
 Phone 405.842.1100 Fax 405.843.4687
 3124 East Corner Drive Norman, OK 73072
 Phone 405.679.2655 Fax 405.366.8540
 http://www.ce-engineering.com
 QAE 2014, expiring 01/01/2015

DEANING TITLE ACCESS EASEMENT
 Project: **TIMBERLAND MOBILE HOME PARK**
 Location: **13501 SE 29TH ST, OKLAHOMA COUNTY, OK**
 Prepared For: **YES! COMMUNITIES DENVER, CO**

SIGNATURE/SEAL:
 20176405010402680
 Filing Fee: \$27.00
 04/05/2017 02:47:09 PM
 EASE

Project No.	13001
Drawn by	CC
Checked by	MS
Date	02/28/2014
Scale	1"=100'
Issue For	APPROVAL
Drawing No.	EX-C3



Exhibit 2

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

THAT YES COMPANIES EXP KEY, LLC, a Delaware limited liability company, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust, Grantee, the property described on Exhibit A hereto (the "Property"), together with all the improvements thereon and appurtenances thereunto belonging; Provided, (i) the Property is to be used by Grantee solely to build and maintain a drinking water storage facility and, in the event Grantee ceases using the Property solely for a drinking water storage facility, the title and possession of the Property shall revert to Grantor and its successors and assigns and Grantor and its successors and assigns shall have an immediate right of re-entry to the Property but Grantee shall have thirty (30) days of right of access to remove its drinking water storage facility; and (ii) Grantor reserves for itself and its successors and assigns a permanent, non-exclusive easement for vehicular and pedestrian access to the water well located on the Property.

TO HAVE AND TO HOLD said described premises unto Grantee, its successors and assigns forever free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature by or through Grantor, but not otherwise.

EXECUTED AND DELIVERED this _____ day of _____, 2017.

YES COMPANIES EXP KEY, LLC

By: _____
Manager

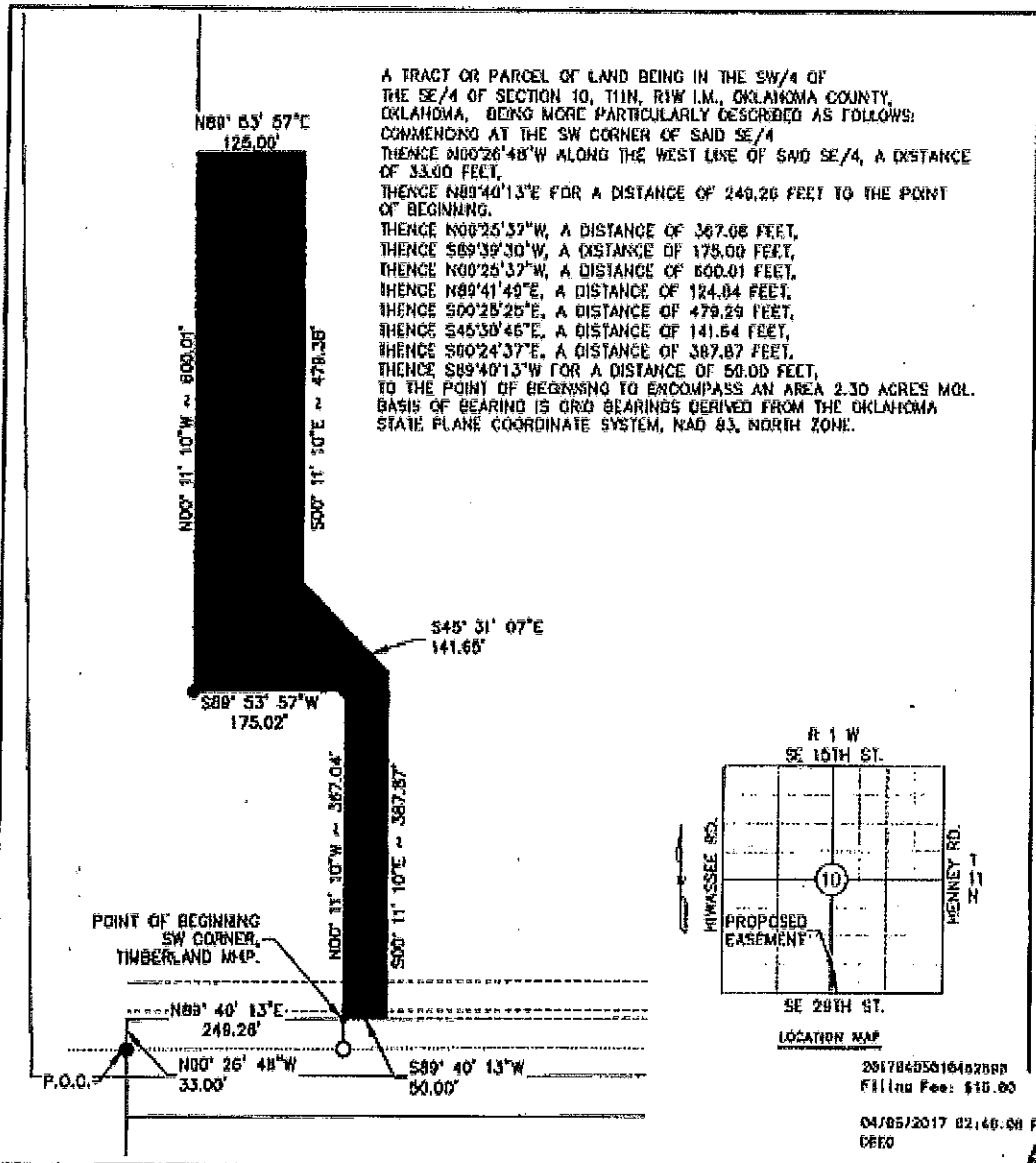
STATE OF)
) ss:
COUNTY OF)

This instrument was acknowledged before me on _____, 2017, by Walter L. Moreland, as Manager of YES COMPANIES EXP KEY, LLC.

(Seal)

Notary Public
My Commission Expires: _____
Commission No.: _____

Exhibit A



20170405016402888
 Filing Fee: \$10.00

04/05/2017 02:40:08 PM
 GREG



CARDINAL ENGINEERING
 1616 N. Broadway Avenue, Suite 200
 Oklahoma City, OK 73103
 Phone 405.842.1044 Fax 405.843.4487
 3134 W. Corbett Drive Norman, OK 73072
 Phone 405.879.6555 Fax 405.345.8540
 Website: www.cardinalengineering.com
 O&A 2014, expiring 04/30/2018

ISSUING TITLE
PUBLIC WATER IMPROVEMENTS
 Project:
TIMBERLAND MOBILE HOME PARK
 Location:
 33501 SE 29TH ST.
 OKLAHOMA COUNTY, OK
 Prepared For:
**YES! COMMUNITIES
 DENVER, CO**

DATE: 04/05/2017
 TIME: 02:40:08 PM
 PROJECT: 20170405016402888
 FILING FEE: \$10.00

Project No.	15061
Drawn By	GO
Checked By	NB
Date	02/05/2014
Scale	1" = 150'
Used For	APPROVAL
Drawing No.	EX-A



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: August 22, 2017

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2017.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

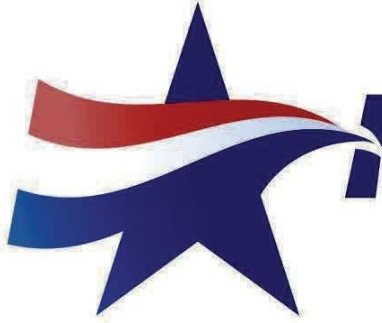
Fiscal Year 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	443,846											
Actual (MTD)	324,600											
Budgeted (YTD)	443,846											
Actual (YTD)	324,600											
Expenses												
Budgeted (MTD)	435,143											
Actual (MTD)	398,222											
Budgeted (YTD)	435,143											
Actual (YTD)	398,222											
Revenue vs. Expenses												
Budgeted (MTD)	8,703											
Actual (MTD)	(73,622)											
Budgeted (YTD)	8,703											
Actual (YTD)	(73,622)											
Key Indicators												
Hotel Room Revenue	221,752											
Food and Banquet Revenue	92,293											

Fiscal Year 2016-2017												
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MEMORIAL HOSPITAL
AUTHORITY AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

August 22, 2017 - 7:02 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the August 8, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of declaring all of Lots 5 – 7 and the east 55 feet of Lot 8; Block 6; Aviation Acres Addition (a/k/a 5900 – 5916 Short Street) surplus and directing Staff to dispose of the property for \$10.75 p/ft.² less closing costs. (Economic Development - R. Coleman)
3. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City. (City Manager – G. Henson)

E. ADJOURNMENT.



DISCUSSION ITEMS



Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

August 8, 2017 – 6:00 p.m.

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 Matt Dukes called the meeting to order at 6:28 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 8, 2017. The Trustees had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:29 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

August 8, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:00 p.m. with the following members present: Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Allen.

1. Discussion and consideration of approving the minutes of the July 25, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the Sooner Rose T.I.F.Fund for FY 2017-2018, increase: Sooner Rose T.I.F. Fund, revenue/Transfers In (00)\$16,475,000; expenses/Hospital Authority (90) \$16,475,000.
3. Discussion and consideration of approving an Assignment of Contract for Purchase of Property from Sooner Investment Group, Inc. to the Midwest City Memorial Hospital Authority pursuant to the Sooner Rose Phase II-Retail Development Financing and Assistance Agreement dated April 21, 2017, more fully discussed in the attached Assignment of Contract.
4. Discussion and consideration of approving the revised Reciprocal Driveways and Pylon Sign Easement Agreement between SR2 DEV LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.
5. Discussion and consideration of approving the revised Storm Water Drainage and Utility Easement Agreement between Sooner Rose-A LLC, Sooner Rose LLC, SR-HL LLC, SR2 Dev LLC, Platinum Hospitality LLC and Midwest City Memorial Hospital Authority, as more fully discussed in the attached Agreement.

Voting aye: Byrne, Eads, Dawkins, Sean, Allen, Moore and Chairman Dukes. Nay: none. Absent: Motion carried.

Discussion Items.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)** No action necessary.

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

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 8:02 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman, Director of Economic Development

Date: August 22, 2017

Subject: Discussion and consideration of declaring all of Lots 5 – 7 and the east 55 feet of Lot 8; Block 6; Aviation Acres Addition (a/k/a 5900 – 5916 Short Street) surplus and directing Staff to dispose of the property for \$10.75 p/ft.² less closing costs.

Mr. Kirit Bhakta, owner of the local Hawthorne Suites Hotel, has tendered an offer of \$10.75 per square foot (p/ft.²) for the 124,250 ft.² of Midwest City Memorial Hospital Authority (MCMHA) property remaining in the 5000 block of Short Street. He proposes to construct a “mid-range” nationally franchised hotel on the property. The contract also allows for a dine-in restaurant (or other uses with MCMHA pre-approval).

The MCMHA has invested a total of approximately \$182,753.50 (\$1.48 p/ft.²) in this property through acquisitions and demolitions that have occurred since a tornado ravaged parts of Aviation Acres in May 1999. Selling the property would provide a good return on investment while creating new jobs in addition to returning the land to the tax rolls.

If the deal goes through, the MCMHA will pay for the survey, the Phase I Environmental Site Assessment and its own legal fees. Mr. Bhakta will be responsible for move the existing sidewalk and lighting prior to development. The value of the property being dedicated for the sidewalk relocation will be deducted from the sale price.

Staff recommends declaring the property surplus and approving entering into a contract to sell the property as described above.

Robert Coleman
Director of Economic Development

Attachment: Proposed Commercial Real Estate Contract
Plat Information
Aerial of Vicinity

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of August, 2017, by and between Midwest City Memorial Hospital Authority (the "Seller"), and Kirit Bhakta or his permitted assigns (the "Buyer"), is made with reference to the following facts:

- (i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereunto belonging.
- (ii) Seller desires to sell and Buyer desires to purchase such real property, all improvements thereon and appurtenances thereunto belonging, in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the real property described on Exhibit "A" attached hereto, all improvements thereon and appurtenances thereunto belonging, but excluding any minerals owned by Seller (the "Property"), for the consideration and on the terms hereinafter provided free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be Ten Dollars and Seventy Five Cents (\$10.75) per square foot, said footage to be determined by a licensed surveyor, payable as follows:

2.1. Earnest Money. The sum of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money") shall be delivered to First American Title & Trust Company, Attn: Pilar Beare, (405) 415-1505, pbeare@firstam.com (the "Escrow Agent"), within two (2) days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the purchase price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The remainder of the purchase price shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place on the ____ day of December, 2017. Buyer has the option to extend Closing for thirty (30) days for

purposes of securing financing and franchise approval only. Buyer shall have the right to accelerate the Closing to an earlier date upon giving Seller a ten (10') day written notice of such accelerated Closing. The Closing shall take place at the office of First American Title & Trust Company, 501 N. Walker, Oklahoma City, Oklahoma.

4. Title Material. Within thirty (30) days of the date of this Agreement, Seller shall furnish to Buyer a commitment for title insurance from First American Title & Trust Company on said Property showing a merchantable title in the Seller, according to the standards adopted by Oklahoma Bar Association, free and clear of all liens and encumbrances. The Buyer shall have ten (10) days to have the commitment examined and furnish any objections in writing to the Seller, or its agents herein, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by agreement in writing. Said commitment shall reflect no restrictions, easements or rights-of-way affecting the Property rendering its use as a hotel/motel, dine-in restaurant unfeasible. Said commitment is to be delivered to James P. Kelley, 3048 N. Grand Boulevard, Oklahoma City, Oklahoma, 73107, for examination.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) **Title.** Seller has good and marketable title to the Property, subject to no mortgage, pledge, lien, encumbrance, security interest or charge.

(b) **Leases.** There are no surface leases affecting the Property, or any part thereof.

(c) **Condemnation.** Seller has no knowledge that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(d) **Litigation.** There is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(e) **Labor and Materials.** All bills for work done or material furnished with respect to the Property have been paid in full and discharged by law.

(f) **Legal Compliance.** Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the

Property including, without limitation, all building codes and zoning ordinances of the City of Midwest City, County of Oklahoma, State of Oklahoma.

(g) Options. Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(h) Taxes. All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2017 shall have been paid in full and discharged prior to Closing.

(i) Service Contracts. There are no contracts in existence for the performance of services on or with respect to the Property, or any part thereof, which cannot be terminated at will.

(j) Zoning. The Property is presently zoned as Hospitality District (HOS), according to the Zoning Ordinances of the City of Midwest City.

(k) Hazardous Substances. Seller has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release or threatened release of any hazardous substance (as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act,) by any person on, under or about the Property. Seller has no knowledge, or reason to believe, that the Property has ever contained asbestos, PCB or other hazardous substances, as above defined, whether used in construction or stored on the Property. Seller has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county, state or the U.S. government concerning any intentional or unintentional action or omission on, under or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous substances as above defined into any waters or onto any lands where damage may have resulted. Seller has no knowledge, or reason to believe, that there have been, or are, any underground storage tanks on the Property nor any commercial cleaning facilities within fifteen hundred feet (1500') of the Property.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; and that the execution and performance of

this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the closing.

6. Access and Feasibility Period. Seller shall provide Buyer, his agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which he shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property . All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, prior to November ____, 2017, Buyer should determine that the Property is unsuitable, Buyer may, at his option, (i) accept the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event after the return of the Earnest Money to Buyer, neither party shall have any further obligations to the other hereunder.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at its option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest or charge, except such matters as shall have been approved by Buyer in writing, and the Property shall be free and clear of any zoning ordinances, restrictions, easements, covenants, subdivision plats and other matters which would restrict or interfere with the construction, operation or use of the Property as a hotel/motel/dine in restaurant. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the

Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Minerals. Seller shall retain all oil, gas and other mineral rights owned by Seller in connection with the Property and there shall be no oil and gas leases in force at time of closing with respect to the Property.

8.7. Environmental Audit. Seller shall conduct, at Seller's expense, a Phase I Environmental Audit to determine that the Property is suitable for the needs of Buyer. Seller shall conduct such audit within 60 days of the date of this Agreement. Buyer shall have ten (10) days after receipt of such Audit to notify Seller of the acceptability of such Audit. If no notice is given to Seller by Buyer within such time, the Audit shall be deemed acceptable.

8.8. Survey. Seller shall obtain a survey of the Property in a form acceptable to induce survey protection under the title commitment called for herein, said survey to reflect that the Property is not within any flood plain and is not affected by any easements or rights of way that would render the Property unsuitable for utilization by the Buyer. The cost of such Survey shall be paid for by the Seller.

8.9. Financing and Franchise Approval Contingencies. The Closing of this Agreement is wholly contingent upon the Buyer, during the Feasibility Period, being able to obtain: a) financing suitable to Buyer to both purchase the Property and construct anticipated improvements thereon and b) a suitable Franchise Agreement with respect to a hotel and/or dine in restaurant. Buyer shall make a good faith effort to secure both financing and Franchise approvals acceptable to Buyer but, if unable to do so, shall notify Seller in writing of his inability to secure same and, upon such notification, this Agreement shall be deemed null and void and the Earnest Money shall be returned to the Buyer. If Buyer does not so notify Seller, these contingencies shall be automatically removed.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all his obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein. This Agreement may be terminated at any time by written mutual agreement of the Buyer and Seller.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to his obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at his option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded attorney fees and costs.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A Special Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay to Buyer all sums necessary for the purchase of Documentary Stamps required to be affixed to the Special Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2017 shall be prorated on the basis of the calendar year 2017 between Buyer and Seller as of the date of Closing.

11.4. Special Assessment Liens. Seller shall pay to Buyer an amount necessary to satisfy all unmatured special assessments with respect to the Property, if any.

11.5. Payment. Buyer shall pay to Seller, by certified or bank cashier's check, or by wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, any surveys, prior title policies, building plans, environmental reports, or soil reports, pertaining to the Property, that the Seller has in its possession or to which it is entitled to possession or access.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment: Seller; b) Survey: Seller; c) Closing or escrow fee: ½ Seller, ½ Buyer; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer; g) Title Policy Premium: Buyer. Each party will bear and pay its/his own expenses of negotiation and consummating the transactions contemplated hereby. However, if Buyer elects to cancel this Agreement pursuant to Paragraph 6. Above, the expenses of the Survey and the Environmental Phase I shall be shared equally by the parties with the portion being paid by the Buyer being withheld from the return of the Earnest Money.

14. Brokers. The parties agree that there has been no broker, finder or other intermediary involved in this transaction and pursuant to Oklahoma law, each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the non-defaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by confirmed facsimile, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Mr. Guy Henson, General Manager
Midwest City Hospital Authority
100 N Midwest Blvd.
Midwest City, OK 73110
Fax. 405.739.1208

15.2 Buyer. Notices to Buyer shall be addressed as follows:

**Kirit Bhakta
Hawthorn Suites
5701 Tinker Diagonal
Midwest City, OK 73110
Fax. 405.737.7773**

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile signatures are binding.

21. Offer Available. The foregoing offer is made subject to acceptance in writing hereon by the Seller on or before 8:00 p.m., the _____ day of August, 2017, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) Following the Closing, and upon the condition that the Buyer has obtained a building permit from the City of Midwest City, Seller shall be responsible for relocating all existing sidewalks (except as provided in Paragraph 22 (d) below), and lamp posts (except as provided in Paragraph 22. (d) below), to within a properly dedicated Easement approved by the City of Midwest City.

(b) Both Buyer and Seller shall execute at Closing and file of record a Restrictive Covenant covering the Property that limits the use of the Property to (i) the construction of a hotel allowed by a nationally recognized high end hotel chain and/or (ii) the construction of a dine-in restaurant franchised by a nationally recognized high end restaurant

chain or specifically by the Seller. Said document shall provide the Seller with the remedy of specific performance with the prevailing party being awarded attorney fees and costs.

(c) Buyer may not assign this Agreement to any party without the express written consent of the Seller; provided that such an Assignment may be made to a newly formed entity of which Buyer is a majority owner. Any such Assignment shall be subject to the use restrictions set forth in paragraph 22 (b) and shall not relieve the Buyer of his obligations hereunder.

(d) **Retained Easement.** The parties agree that the Seller shall retain in its Special Warranty Deed to Buyer an eight foot (8') easement ("Easement") for a sidewalk and public access as is shown on attached Exhibit "B". Surveyor shall provide the legal description and total square footage of the Easement and the square footage shall be deducted from the legal description on Exhibit "A" for the purpose of calculating the Purchase Price; the amount of deduction is estimated to be \$43,430.00. Buyer shall reconstruct/connect the sidewalk and reposition the lighting and power as shown on Exhibit "B" at Buyer's expense; Seller shall pay the cost of said lighting into the future.

(e) **Short Street Sidewalk.** Buyer agrees that the Building Permit will require Buyer, at his expense, to continue and complete the sidewalk along the Short Street right-of-way as depicted on Exhibit "C".

(f) **Disclaimer of Warranties.** At time of Closing, except for the special warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with

respect to the Property will be obtained from a variety of sources, and Seller a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such closing.

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

"SELLER"

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

By: _____
MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of August, 2017

PHILP W. ANDERSON, City Attorney

“BUYER”

KIRIT BHAKTA

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2017, from Kirit Bhakta of the sum of Ten Thousand Dollars (\$10,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

FIRST AMERICAN TITLE & TRUST
COMPANY

By: _____
Escrow Agent

EXHIBIT "A"

Lots Five (5) through Seven (7) and part of Lot Eight (8), in Block Six (6), in the Replat of AVIATION ACRES, an addition to the City of Midwest City, Oklahoma County, Oklahoma, according to the recorded replat thereof, said portion of Lot Eight (8) being a parcel measuring Fifty Five (55) feet in width by Three Hundred Fifty (350) feet in length, the whole Property measuring approximately Three Hundred Fifty Five (355) feet East and West by Three Hundred Fifty (350) feet North and South.

The Buyer and Seller agree that the final legal description of the Property shall be provided by a registered surveyor and that the final purchase price of the Property shall be determined thereby.

EXHIBIT "B"

Sidewalk Relocation Plan

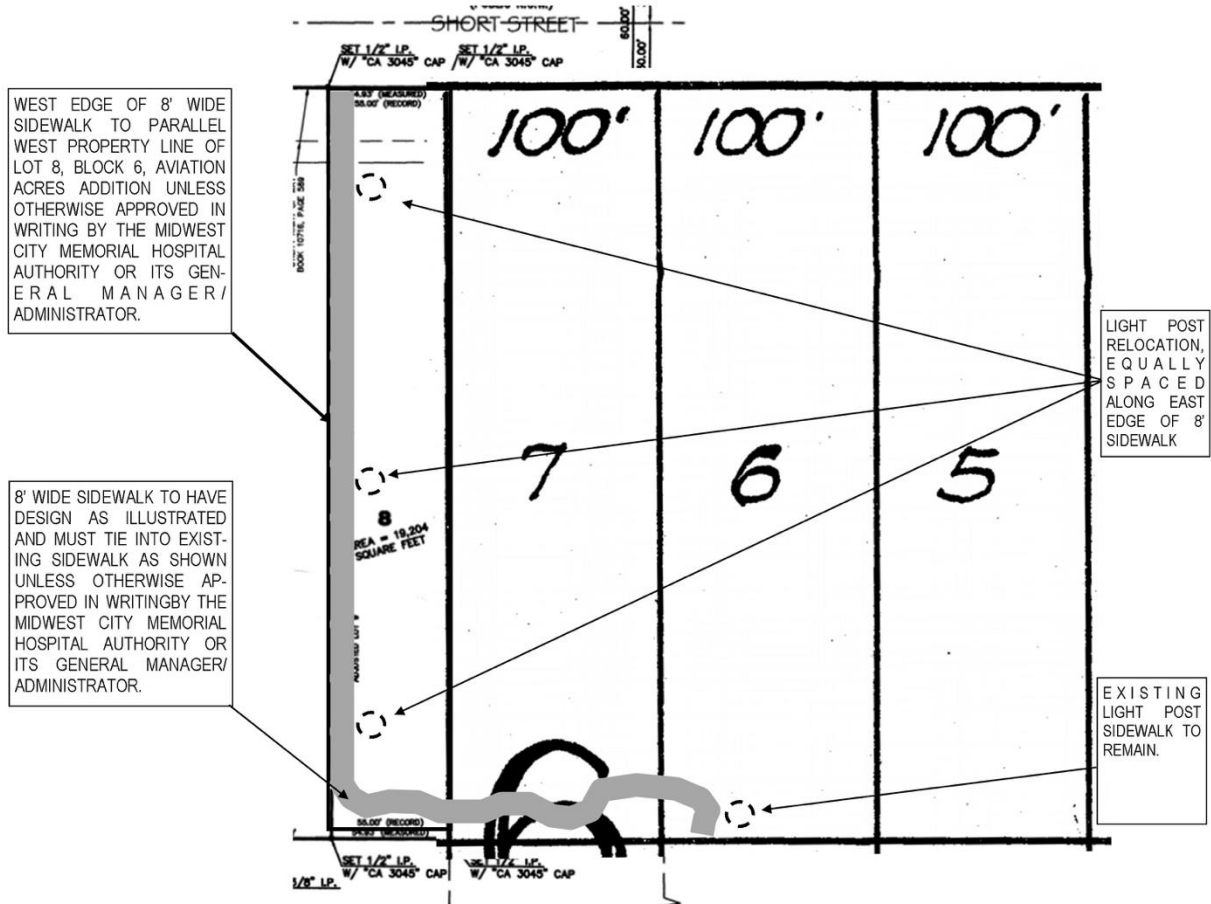
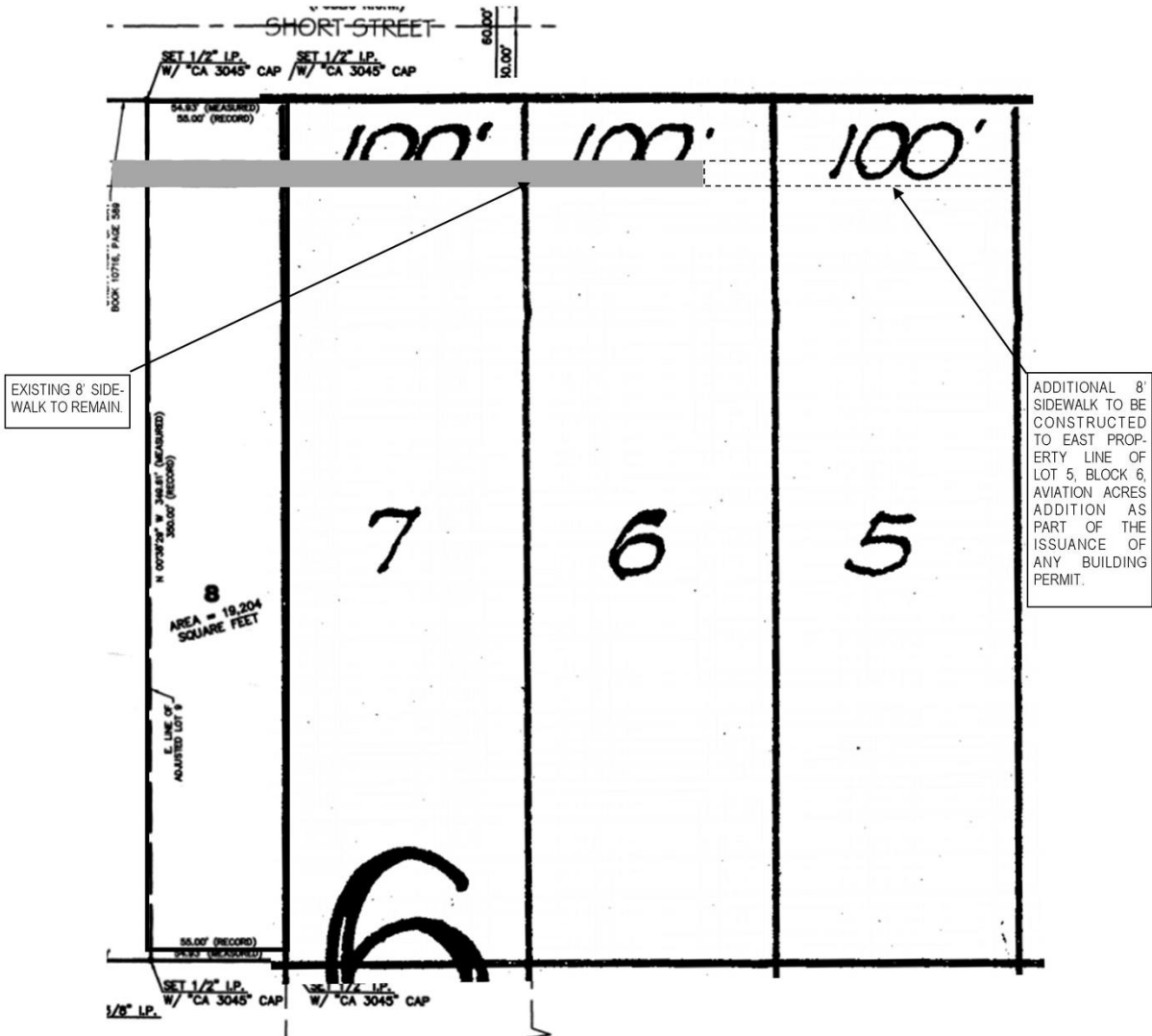


EXHIBIT "C"
Sidewalk Extension Plan

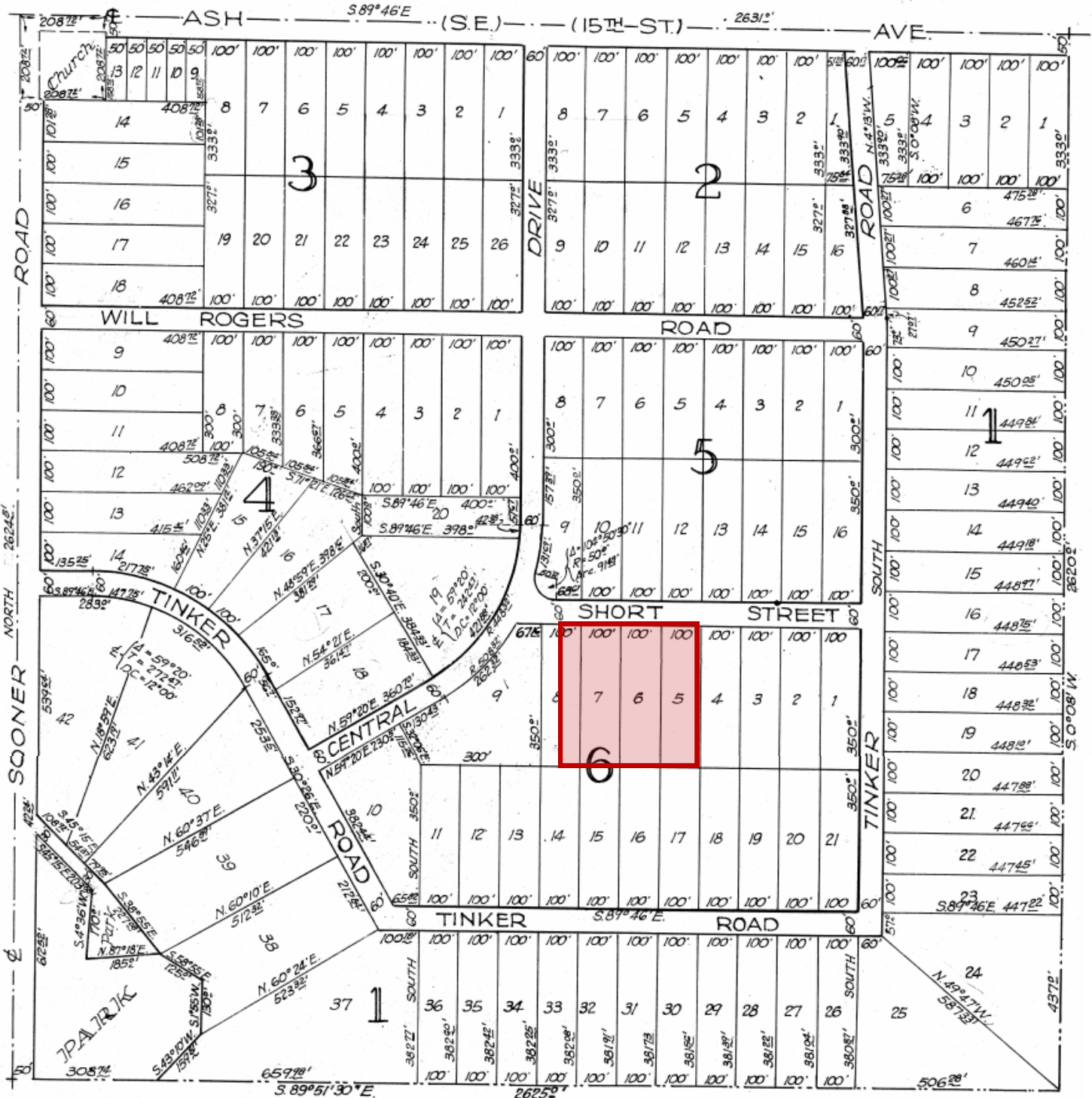


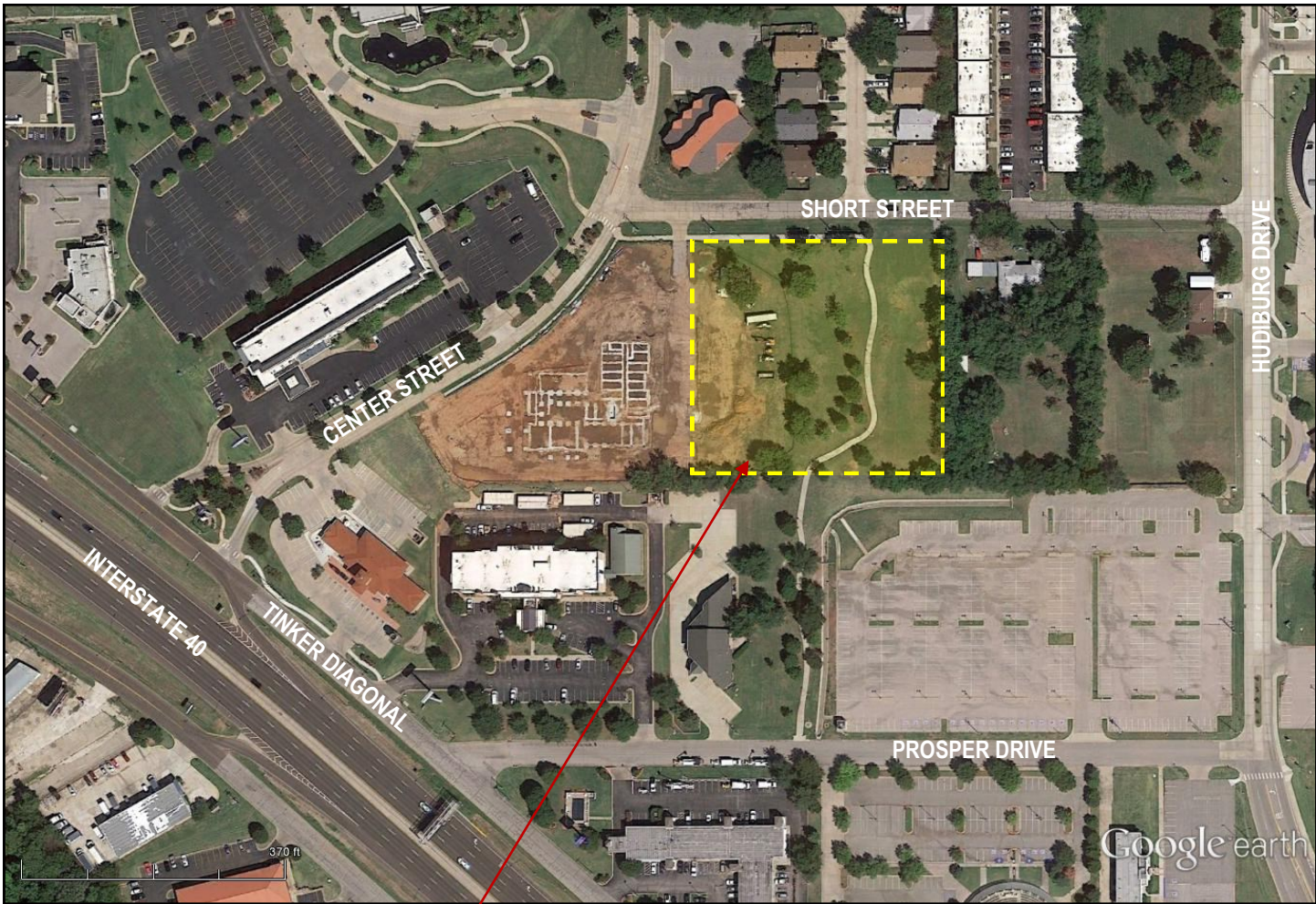
PLAT OF SURVEY

AVIATION ACRES

OKLAHOMA COUNTY, OKLA.

BEING A SUBDIVISION OF THE N.W. 1/4, SECTION 9, T-11-NO., RGE. 2 W.





5600 - 5612 Short Street



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: August 22, 2017

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

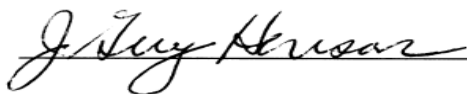
To: Honorable Chairman and Trustees

From: Guy Henson, General Manager/Administrator

Date: August 22, 2017

Subject: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City.

Appropriate information will be provided in executive session.



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

J. Guy Henson, City Manager