



MIDWEST CITY
MEETING AGENDAS FOR
May 23, 2017

MIDWEST CITY, OK



STAFF BRIEFING

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

May 23, 2017 – 6:00 PM

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request during a meeting call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for May 23, 2017.



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

May 23, 2017 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Public Works Director, Vaughn Sullivan
 - Pledge of Allegiance - Councilmember Byrne
 - Community-related Announcements
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, 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, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the May 9, 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 April, 2017. (Finance - C. Barron)
 3. Discussion and consideration of resolution to renew Sales Tax Agreement required for Refunding Revenue Bonds, Series 2011 and Capital Improvement Revenue Bonds, Series 2011A. (Finance - C. Barron)
 4. Discussion and consideration of approving updated custodial agreement with Raymond James & Associates. (Finance - C. Barron)
 5. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources – C. Wilson)
 6. Discussion and consideration of approving for the FY 2017/2018 the Business Associate Agreement-Self-Funded and the Administrative Services Agreement with SunLife of Canada (Union Security Insurance Company) to provide dental benefits and a dental network and to act as the TPA for claims administration; fees associated with this service are \$3.40 per employee/retiree per month. (Human Resources - C. Wilson)
 7. Discussion and consideration of renewing the agreement with the City of Nicoma Park for animal care services for fiscal year 2017-18. (Police - B. Clabes)
 8. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Nicoma 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. (Police - B. Clabes)

- [9.](#) Discussion and consideration of approving and entering into an agreement for fiscal year 2017-18 with Pet-Vet Animal Clinic who is electing to offer free services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program. (Police - B. Clabes)
- [10.](#) Discussion and consideration of reappointing Todd Isaac and Mike Castleberry to the Builders Advisory Board for additional three-year terms. (Community Development - B. Harless)
- [11.](#) Discussion and consideration of appointing Mr. Aaron Budd to fill a vacancy on the Midwest City Park Board. (Public Works – V. Sullivan)
- [12.](#) Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

- [1.](#) (PC – 1896) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Detached Residential and A-1, Agriculture, to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. This item was continued from the April 25, 2017 meeting. (Community Development - B. Harless)
- [2.](#) (PC – 1897) Public hearing with discussion and consideration of approval of the Preliminary Plat of Anderson Crossing for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. This item was continued from the April 25, 2017 meeting. (Community Development - B. Harless)
- [3.](#) (PC-1904) Public hearing with discussion and consideration of an ordinance to redistrict from R6, Single Family Residential to C-1, Restricted Commercial, for the property located at 2818 Parklawn Dr. (Community Development - B. Harless)
- [4.](#) (PC-1905) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office Retail, for the property described as Lot 1 and the E/2 of Lot 2, Block 4 of the Kanaly East Reno Addition, located at 9708 E. Reno Avenue. (Community Development - B. Harless)
- [5.](#) Discussion and consideration of declaring a Resolution of Necessity to acquire residential property located at 102 Woodman Drive in connection with the North Oaks Revitalization. (Community Development - P. Menefee)

6. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required; Duty to Use; Section 18-26 (c), Sanitation Containers at Commercial Establishments; Section 18-27(a), Residential Service Fees; Section 18-28, Business and Commercial Service Fees; and providing for repealer and severability. (Public Works - R. Paul Streets)
7. Discussion and Consideration of an Ordinance amending Section 25-40 of the Municipal Code, increasing the Technology Fee to \$45.00 from \$40.00, and providing for effective date, severability and repealer (This item was on the May 9, 2017 Council agenda.). (Court - Mary Ann Karns)
8. Discussion and consideration of ordinance amending Chapter 24, Motor Vehicles and Traffic of the City of Midwest City code, Article II, Administration and Enforcement, Division 2, Vehicle Impoundment, Section 24-47(b), Duration, Release, Impoundment Fee; Providing for repealer and severability and establishing an effective date. (This item was on the May 9, 2017 Council agenda.) (Police - B. Clabes)

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) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) to in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. FURTHER INFORMATION.

1. Minutes of the May 2, 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

May 9, 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. The following members were present: Mayor Matt Dukes; Councilmembers, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, *Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:01 p.m. The meeting recessed at 6:02 p.m. and returned at 6:11 p.m.

*Councilmember Allen arrived at 6:13 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for May 9, 2017. City Manager Guy Henson made community related comments and announcements. 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 6:49 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

May 9, 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. The following members were present: Mayor Matt Dukes; Councilmembers, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 7:16 p.m.

Opening Business. The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Eads. The Councilmembers made community related announcements and comments. The following groups were recognized:

- Paint-the Plows Contest Winners recognized
- Adopt-A-Street Participants recognized: Carl Albert High School Economic Class and the Jarman Middle School Academic Team
- Police Recognition Week – May 15-21, 2017
- Kids to Parks Day – May 20, 2017
- Public Works Appreciation Week – May 21-27, 2017

Consent Agenda. Dawkins made a motion to approve the items on the Consent Agenda, as submitted, seconded by Allen.

1. Discussion and consideration of approving the minutes of the April 20, 2017 special meeting and the April 25, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses /Community Development (05) \$24,000. Technology Fund, revenue/Transfers In (14) \$4,800; expenses/General Government (14) \$4,800. Downtown Redevelopment Fund, expenses /29th Street (92) \$8,000. General Fund, expenses/Transfers Out (00) \$17,000. Juvenile Fund, revenue/Transfers In (00) \$17,000. Fleet Fund, revenue/ Miscellaneous (00) \$3,265; expenses/Fleet (25) \$3,265.
3. Discussion and consideration of entering into an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation program and general liability program for the 2017-2018 fiscal year for the amount of \$42,000 per year.
4. Discussion and consideration of approving the management representation letters to Grant Thornton LLP and accepting the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center (STC), LLC, and STC Lowe's LLC; STC II, LLC; and STC III, LLC for calendar years ending December 31, 2014 and December 31, 2015.

5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 beginning June 19, 2017 of fiscal year 2016-17 and ending July 21, 2017 of fiscal year 2017-18 with Crutchco Public School to establish the terms and conditions under which Crutchco Public School will provide a school bus and driver for Neighborhoods in Action Youth Summer Camp.
6. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 beginning June 19, 2017 of fiscal year 2016-17 and ending July 21, 2017 of fiscal year 2017-18 with THICK DESCRIPTIONS to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to Neighborhoods in Action Youth Summer Camp participants.
7. Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2017-18.
8. Discussion and consideration of renewing an agreement with the Oklahoma Humane Place Spay/Neuter Clinic to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2017-2018.
9. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Choctaw, 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.
10. Discussion and consideration of renewing the agreement with the City of Choctaw for animal care services for fiscal year 2017-18.
11. Discussion and consideration of approving and entering into an agreement with Reno Animal Hospital, who are electing to offer free services to adopted animals, in conjunction with the Adopt-A-Pet program for fiscal year 2017-18.
12. Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2017-18.
13. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017.
14. Discussion and Consideration of granting a Perpetual Easement to the State of Oklahoma at the Southeast corner of I-40 and Sooner Road in the Sooner Park area of the Plat of Aviation Acres subdivision within the corporate Boundaries of Midwest City in the Northwest Quarter (NW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma.
15. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1,602.00.

16. Discussion and consideration of approving and entering into an agreement with Mid-Del Group Home for FY 17/18 to provide cleaning at various park pavilions and for litter pick up around Midwest City.
17. Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to serve additional 3-year terms on the Board of Adjustment.
18. Discussion and consideration of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public.

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

Discussion Items.

1. **Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46(a) and (b), Golf course rates; establishing an effective date; and providing for repealer and severability. (This item was on further information on the April 25, 2017 City Council agenda.)** Byrne made a motion to approve Ordinance 3299, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-1(c), Park hours, posting signs, trespass, disorderly conduct; penalty; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the April 25, 2017 agenda).** Eads made a motion to approve Ordinance 3300, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of approving and passing an ordinance amending Chapter 25, Municipal Court, of the Midwest City Code, Article I, General Provisions, of the Midwest City Code, by Adding a New Section 25-45, Expungement Fee, Providing for an Effective Date, Providing for Severability, and Providing for Repealer.** Eads made a motion to approve Ordinance 3301, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Allen, Reed, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.** Eads made a motion to approve the termination, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Allen, Reed, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

5. **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.** The mall owner was not in attendance. City Manager Guy Henson read a letter to the Council from Northline Development, associates of the mall owner, who were not able to attend. Staff briefed the councilmembers on the current state of affairs regarding the mall and the council members sought clarification and discussed them with the staff. Russell Reed, 551 W. Harmon, and Sharina Killingsworth, President of SRM Global Partners, spoke with the Council. The Council indicated that they would like another update at the August 8, 2017 Council meeting. No action was taken.

* Mayor Dukes called on Charles Thompson, 207 W. Kittyhawk Dr., as Mr. Thompson had wanted to speak during the Consent Agenda, but was unsure where to sign up for that. He spoke with the Council.

** The meeting recessed at 8:34 p.m. and returned at 8:41 p.m.

6. **Discussion of the refinancing of the Town Center Redevelopment Project.** Bob Stearns, CEO of Sooner Investment, 2301 W. I-44 Service Rd, OKC spoke to the Council. After discussion, Dawkins made a motion to authorize Sooner Investment to contract with HHF regarding refinancing of the Town Center Project and authorize the assignment of the anchor ground rent to the subject lender, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

Reed made a motion to go into both executive sessions, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried. Council went into executive session at 8:56 p.m.

2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

Council returned to open session at 9:32 p.m. Dawkins made a motion to authorize the city manager to take action as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: Reed. Absent: none.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 9:33 p.m.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor



THE CITY OF MIDWEST CITY

Finance Department

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: May 23, 2017

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

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

General Fund (10) decreased and **Street and Alley (13)** increased because of the budgeted transfer of \$250,000.

Capital Improvement (157) decreased and **Hotel/Conference Center (195)** increased due to the reduction of inter-fund liability by \$740,000.

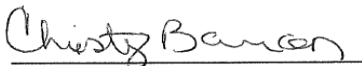
Sanitation (190) decreased due to the budgeted transfer to **Utilities Capital Outlay (189)** for transfer station by \$315,189.

Water (191) decreased because of the quarterly payment to:
Central Oklahoma Master Conservancy <\$213,832>

G.O. Debt Services (350) decreased due to the following activities:
Interest payment-Street Bonds <\$32,094>
Principal payment-Street Bonds <\$325,000>

MWC Hospital Authority (425) activities for April:
Compounded Principal (9010) - unrealized gain on investment \$713,106
Discretionary (9050) - unrealized gain on investment \$84,145
(9050) - hospital grants <\$395,710>

This item is at Council's discretion.



Christy Barron
Finance Director

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

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,770,290	-	1,930,025	400,515	(560,250)	(159,735)	1,770,290
10	GENERAL	4,321,709	(145,884)	4,671,897	30,198,005	(30,694,077)	(496,072)	4,175,825
11	CAPITAL OUTLAY RESERVE	907,306	-	893,700	13,606	-	13,606	907,306
13	STREET AND ALLEY FUND	798,801	-	1,775,423	771,908	(1,748,530)	(976,622)	798,801
14	TECHNOLOGY FUND	412,033	-	478,156	314,769	(380,892)	(66,123)	412,033
15	STREET LIGHT FEE	426,828	-	-	426,828	-	426,828	426,828
16	REIMBURSED PROJECTS	715,323	(184,121)	624,306	224,296	(317,400)	(93,104)	531,202
17	29TH & DOUGLAS PROPERTY	5,500,000	(181,059)	5,318,941	103,625	(103,625)	-	5,318,941
20	MWC POLICE DEPARTMENT	984,306	-	1,544,048	10,135,754	(10,695,496)	(559,742)	984,306
21	POLICE CAPITALIZATION	969,225	-	949,578	324,433	(304,786)	19,647	969,225
25	JUVENILE FUND	16,518	-	73,081	84,606	(141,169)	(56,563)	16,518
30	POLICE STATE SEIZURES	65,380	-	42,161	24,112	(894)	23,219	65,380
31	SPECIAL POLICE PROJECTS	73,943	-	48,259	32,934	(7,250)	25,684	73,943
33	POLICE FEDERAL PROJECTS	71,554	-	86,596	745	(15,787)	(15,042)	71,554
34	POLICE LAB FEE FUND	18,570	-	16,457	9,218	(7,105)	2,113	18,570
35	EMPLOYEE ACTIVITY FUND	20,071	(273)	17,714	10,580	(8,496)	2,084	19,798
36	JAIL	143,580	-	148,697	79,605	(84,722)	(5,117)	143,580
37	POLICE IMPOUND FEE	191,277	-	163,034	61,419	(33,176)	28,243	191,277
40	MWC FIRE DEPARTMENT	937,896	(4)	1,181,744	8,230,834	(8,474,685)	(243,851)	937,892
41	FIRE CAPITALIZATION	565,983	-	528,049	328,977	(291,043)	37,934	565,983
45	MWC WELCOME CENTER	343,149	(130)	348,868	164,830	(170,679)	(5,849)	343,019
46	CONV / VISITORS BUREAU	162,054	-	192,433	275,135	(305,514)	(30,379)	162,054
50	DRAINAGE TAX FUND	61,182	-	180,165	2,876	(121,859)	(118,983)	61,182
60	CAPITAL DRAINAGE IMP	416,485	-	417,629	384,125	(385,270)	(1,144)	416,485
61	STORM WATER QUALITY	924,921	-	918,411	633,664	(627,154)	6,510	924,921
65	STREET TAX FUND	1,176,189	-	1,231,886	366,920	(422,617)	(55,697)	1,176,189
70	EMERGENCY OPER FUND	594,662	-	658,058	329,103	(392,499)	(63,396)	594,662
75	PUBLIC WORKS ADMIN	253,177	-	283,928	814,212	(844,963)	(30,752)	253,177
80	INTERSERVICE FUND	187,661	-	183,485	1,823,477	(1,819,301)	4,177	187,661
81	SURPLUS PROPERTY	347,827	(284,451)	68,994	41,657	(47,275)	(5,618)	63,376
115	ACTIVITY FUND	300,103	-	269,707	144,561	(114,165)	30,396	300,103
123	PARK & RECREATION	637,394	-	552,750	436,713	(352,070)	84,644	637,394
141	COMM. DEV. BLOCK GRANT	9,666	-	15,156	389,547	(395,037)	(5,489)	9,666
142	GRANTS/HOUSING ACTIVITIES	159,307	(2,556)	188,674	86,297	(118,221)	(31,923)	156,751
143	GRANT FUNDS	124,451	(64,451)	60,000	461,881	(461,881)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,172,873	-	2,961,479	363,823	(1,152,429)	(788,605)	2,172,873
172	CAP. WATER IMP-WALKER	424,537	-	467,204	386,136	(428,804)	(42,667)	424,537
178	CONST LOAN PAYMENT REV	1,937,668	-	1,944,719	618,461	(625,512)	(7,051)	1,937,668
184	SEWER BACKUP FUND	79,530	-	81,039	1,216	(2,725)	(1,509)	79,530
186	SEWER CONSTRUCTION	3,266,919	(175,000)	3,101,034	1,225,873	(1,234,988)	(9,115)	3,091,919
187	UTILITY SERVICES	505,904	(924)	440,330	999,832	(935,181)	64,651	504,981
188	CAP. SEWER IMP.-STROTH	268,686	-	42,973	331,058	(105,345)	225,713	268,686
189	UTILITIES CAPITAL OUTLAY	1,626,119	(130,598)	1,575,337	686,888	(766,705)	(79,817)	1,495,520
190	MWC SANITATION DEPARTMENT	2,135,016	-	2,070,994	4,920,182	(4,856,160)	64,022	2,135,016
191	MWC WATER DEPARTMENT	867,494	-	559,333	5,237,520	(4,929,358)	308,161	867,494
192	MWC SEWER DEPARTMENT	1,255,237	(40)	1,130,962	4,458,331	(4,334,097)	124,234	1,255,196
193	MWC UTILITIES AUTHORITY	909,674	(5,234)	950,944	74,922	(121,426)	(46,504)	904,440
194	DOWNTOWN REDEVELOPMENT	4,103,395	(6,995)	3,749,062	1,199,390	(852,052)	347,338	4,096,400
195	HOTEL/CONFERENCE CENTER	783,909	(731,809)	(722,478)	5,126,387	(4,351,809)	774,578	52,100
196	HOTEL 4% FF&E	880,711	-	1,070,438	185,444	(375,171)	(189,727)	880,711
197	JOHN CONRAD REGIONAL GOLF	34,003	(3,565)	159,995	808,677	(938,234)	(129,558)	30,437
201	URBAN RENEWAL AUTHORITY	63,049	-	62,623	952	(525)	427	63,049
202	RISK MANAGEMENT	3,397,582	(37)	3,253,684	1,764,137	(1,620,276)	143,861	3,397,545
220	ANIMALS BEST FRIEND	92,333	-	74,490	19,924	(2,081)	17,843	92,333
225	HOTEL MOTEL FUND	-	-	-	472,422	(472,422)	-	-
230	CUSTOMER DEPOSITS	1,406,710	(1,406,710)	-	21,145	(21,145)	-	-
235	MUNICIPAL COURT	104,002	(104,002)	-	1,465	(1,465)	-	-
240	L & H BENEFITS	1,869,358	(47,191)	1,661,156	5,771,548	(5,610,537)	161,011	1,822,166
250	CAPITAL IMP REV BOND	2,789,229	(57,248,123)	(57,570,731)	12,149,195	(9,037,358)	3,111,837	(54,458,894)
269	2002 G.O. STREET BOND	649,376	-	3,064,713	16,801	(2,432,138)	(2,415,336)	649,376
310	DISASTER RELIEF	1,395,932	(185,499)	1,283,551	219,035	(292,153)	(73,118)	1,210,433
340	REVENUE BOND SINKING FUND	-	-	-	4,509,814	(4,509,814)	-	-
350	G. O. DEBT SERVICES	172,979	-	1,363,245	346,087	(1,536,354)	(1,190,267)	172,979
351	TAX INCREMENT FINANCING	1,502	-	(62,340)	64,946	(1,104)	63,842	1,502
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	82,264,630	(8,904,945)	65,393,519	9,776,478	(1,810,311)	7,966,166	73,359,685
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,903,570	(403,570)	2,500,000	46,889	(46,889)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,079,498	(11,758)	11,121,023	2,720,041	(3,773,325)	(1,053,284)	10,067,740
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,478,489	(154,711)	3,700,541	2,878,135	(5,254,898)	(2,376,763)	1,323,778
	TOTAL	154,528,734	(70,383,640)	81,490,853	125,534,917	(122,880,675)	2,654,242	84,145,094



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: May 23, 2017

Subject: Discussion and consideration of resolution to renew Sales Tax Agreement required for Refunding Revenue Bonds, Series 2011 and Capital Improvement Revenue Bonds, Series 2011A.

The sales tax agreement for the Series 2011 and Series 2011A bond issues must be renewed each year. Attached is a resolution to renew the agreement for fiscal year 2017-2018.

Christy Barron
Finance Director

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE SALES TAX AGREEMENT REQUIRED BY THE CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2011, AND CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011A.

WHEREAS, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated September 1, 2011 and November 1, 2011, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2011, and Capital Improvement Revenue Bonds, Series 2011A, respectively, and other obligations of the Authority as therein provided; and

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City ending June 30, 2018.

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

SECTION 1. The Sales Tax Agreements dated September 1, 2011 and November 1, 2011, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2018.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma this 23rd day of May, 2017.

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this 23rd day of May, 2017.

City Attorney



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: May 23, 2017

Subject: Discussion and consideration of approving updated custodial agreement with Raymond James & Associates

The City has worked with Raymond James & Associates in the purchase of bonds to invest the City's excess cash and to maintain custody of those bonds for several years. Raymond James & Associates has requested an update of the custodial agreement. The City Attorney and Staff have reviewed the agreement attached and recommend approval.

Christy Barron
Finance Director

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT (the "Agreement") is effective as of May 23, 2017, by and between Raymond James & Associates, Inc., a Florida corporation, with its principal place of business at 880 Carillon Parkway, St. Petersburg, Florida, 33716 ("Custodian"), and City of Midwest City, a municipal corporation with its principal place of business at 100 N. Midwest Blvd., Midwest City, OK 73110 ("Owner").

RECITALS

- A. Custodian is in the securities industry and provides brokerage services and clearing and custodial services to its clients.
- B. Owner desires to retain the services of Custodian to hold custody of Owner's and its clients' securities in one or more accounts (each, an "Account") and Custodian desires to render such custodial services on the terms and conditions set forth below.

IN CONSIDERATION of the foregoing and of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows:

- (1) Owner's and its clients' securities certificates held by Custodian shall be held separate from the securities certificates of Custodian and of all of its other customers.
- (2) Securities held indirectly by the Custodian and securities in a clearing corporation shall be separately identified on the Custodian's official records as being owned by Owner. The records shall identify which securities are held by Custodian or by its agent and which securities are in a clearing corporation. If the securities are held in a clearing corporation, the records shall also identify where the securities are and if in a clearing corporation, the name of the clearing corporation and if through an agent, the name of the agent.
- (3) All custodied securities that are registered shall be registered in the name of Owner or in the name of a nominee of Owner or in the name of Custodian or its nominee or, if in a clearing corporation, in the name of the clearing corporation or its nominee.
- (4) Custodian agrees that it will not use Owner's custodied securities for Custodian's benefit and none of the Owner's custodied securities shall be loaned, pledged or hypothecated by Custodian without the written consent of the Owner separate and apart from this Agreement.
- (5) The Custodian agrees to furnish, upon request, a written statement in sufficient detail to permit adequate identification of the securities belonging to the Owner and held by the Custodian under the terms of this Agreement. Such statement

shall be signed by a responsible official of the Custodian and such verification shall be furnished not only to the Owner but also to any party named by the Owner. Owner or its designee shall, upon reasonable notice to and during Custodian's normal business hours, be entitled to examine all records maintained by the Custodian relating to the Owner's custodied securities.

- (6) The Custodian agrees to furnish Owner with a written confirmation of each purchase or sale effected by Custodian for an Account, as well as a monthly statement of the securities in each Account and of the transactions and activity in any Account that occurred during the month (or quarterly if there is no activity in an Account in any month).
- (7) During the course of Custodian's regular business hours, an officer or employee of Owner, an independent accountant selected by Owner and a representative of an appropriate regulatory body shall be entitled to examine, on the premises of Custodian, Custodian's records relating to custodied securities, but only upon furnishing Custodian with written instructions to that effect from an appropriate officer of Owner. Owner agrees that it and the independent accountant it selects for the examination shall comply with Custodian's safety, security and confidentiality policies during any visit to Custodian's premises.
- (8) Upon written request from Owner, Custodian and its agents shall be required to send to Owner reports prepared by outside auditors on Custodian's or its agent's internal accounting control of custodied securities that Owner may reasonably request.
- (9) Custodian shall provide, upon reasonable advance written request from an appropriate officer of Owner, the appropriate affidavits, with respect to Owner's custodied securities held in connection with this Agreement.
- (10) Custodian, a broker/dealer, shall secure and maintain insurance protection in an adequate amount with respect to its custodial activities.
- (11) Custodian shall be obligated to indemnify Owner for any loss of custodied securities, except that Custodian shall not be so obligated to the extent that the loss was caused by other than the gross negligence or willful misconduct (including dishonesty) of Custodian. This provision shall survive the termination of this Agreement.
- (12) In the event that there is a loss of custodied securities for which Custodian shall be obligated to indemnify Owner as provided in Paragraph (11) above, Custodian shall promptly replace the securities or the value thereof and the value of any loss of rights or privileges resulting from the loss of securities.
- (13) Custodian will not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars),

revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatsoever beyond its reasonable control. In addition, Custodian shall have no duty to take any action under this Agreement at any time it is not open for business for any reason.

- (14) Custodian is authorized to accept and rely upon all instructions delivered orally or in writing, whether in person or by telephone or teleprocess, that Custodian believes, in good faith, to relate to transactions governed by this Agreement and are given by an Authorized Person. "Authorized Person" means the Owner or other persons or entities designated in a statement signed by the Owner or one or more officers, employees, or agents of Owner who Custodian reasonably believes is authorized to act with regard to corporate investments.
- (15) Owner shall be obligated to indemnify the Custodian, as allowed by law, for any loss or claims arising out of Custodian's act or omission with regard to any instruction from Owner or any transaction entered into relating to the custodial services provided pursuant to this Agreement, except to the extent such losses or claims are caused by Custodian's gross negligence or willful misconduct (including dishonesty). This provision shall survive the termination of this Agreement.
- (16) Custodian shall have no liability for indirect, incidental, consequential, special, exemplary or punitive damages.
- (17) The Custodian reserves the right to charge such reasonable compensation for its services hereunder in accordance with its regularly adopted schedule of commissions and fees in effect and applicable at the time of performance of such services. Expenses incurred by the Custodian in the performance of its services hereunder, and all other proper charges to and disbursements from an Account may be charged to the Account by the Custodian unless otherwise directed by the Owner. Any and all taxes, including any interest and penalties with respect thereto, which may be levied or assessed under existing or future laws upon or in respect of an Account or income thereof similarly shall be charged to and paid out of the Account.
- (18) This Agreement is not assignable by Owner whether by merger, consolidation, operation of law, or otherwise. No alteration, modification, amendment, or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by Owner and an authorized executive officer of Custodian.
- (19) Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given or made when delivered to the following addresses or such other addresses as the parties may provide in writing to the other from time to time:

If to Custodian:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, FL 33716
Attn: Christina Hawkins

If to Owner:

City of Midwest City
100 N. Midwest Blvd
Midwest City, OK 73110
Attn: Christy Barron

- (20) This Agreement shall be construed in accordance with the laws of the state of Oklahoma, excluding its principles of conflicts of laws.
- (21) The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses, and provisions hereof, the parties intending that if any such term, clause, or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses, and provisions of this Agreement.
- (22) The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.
- (23) Each party hereto agrees that in connection with any dispute arising under or with respect to this Agreement, it waives its right to a jury trial to the fullest extent allowable under the law.
- (24) This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.
- (25) Either party may immediately terminate this Agreement "for cause" without prior notice. For purposes of this Agreement, the term "for cause" shall mean a party's breach of this Agreement including any breach of any obligations, representations or warranties of such party contained in this Agreement. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.
- (26) It is expressly understood and agreed by Owner that Custodian will not be liable as an insurer of the Investments (defined below) held in any Account or as a guarantor of any market value of any Investments. "Investments" mean securities and other properties of every type and description, including, without limitation, stocks, warrants, puts, calls, forwards, futures, options on futures, bonds, debentures, notes, unit trusts, precious metals and other commodities, bank deposits, mortgages, and other obligations, and any documents of title, certificates, receipts, and other instruments evidencing ownership or representing

rights to receive, purchase, or subscribe to, any of the foregoing, or representing any other right or interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

CUSTODIAN

RAYMOND JAMES & ASSOCIATES, INC.

Signature: _____

Print Name: William L. Specht

Title: Managing Director, Fixed Income Capital
Markets

Date: May ___, 2017

OWNER

CITY OF MIDWEST CITY

Signature: _____

Print Name: Matthew D. Dukes, II

Title: Mayor of City of Midwest City

Date: _____

ATTEST:

Sara Hancock, City Clerk

Approved as to form and legality this 23rd day of May, 2017

Philip W. Anderson, City Attorney



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

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: May 23, 2017

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of April 2017.

This is a staff update

Catherine Wilson, Human Resources Director

REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2016-2017												
FISCAL YEAR 2016-2017	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16**</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17**</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
PLAN INCOME												
Budgeted (MTD)	572,353	572,353	572,353	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363
Actual (MTD)	531,527	538,079	727,097	538,294	539,198	539,768	552,582	539,534	725,689	540,627		
Budgeted (YTD)	572,353	1,144,706	1,717,059	2,289,422	2,861,785	3,434,148	4,006,511	4,578,874	5,151,237	5,723,600		
Actual (YTD)	531,527	1,069,606	1,796,703	2,334,997	2,874,195	3,413,963	3,966,545	4,506,079	5,231,768	5,772,395		
PLAN CLAIMS/ADMIN COSTS	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
Budgeted (MTD)	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896
Actual (MTD)	629,294	570,126	572,340	694,343	537,963	524,514	696,790	430,232	443,512	511,423		
Budgeted (YTD)	559,896	1,119,792	1,679,688	2,239,584	2,799,480	3,359,376	3,919,272	4,479,168	5,039,064	5,598,960		
Actual (YTD)	629,294	1,199,420	1,771,760	2,466,103	3,004,066	3,528,580	4,225,370	4,655,602	5,099,114	5,610,537		
EXCESS INCOME vs. EXPENDITURES	<u>Jul -16</u>	<u>Aug - 16</u>	<u>Sep - 16</u>	<u>Oct - 16</u>	<u>Nov - 16</u>	<u>Dec - 16</u>	<u>Jan - 17</u>	<u>Feb - 17</u>	<u>Mar - 17</u>	<u>Apr - 17</u>	<u>May - 17</u>	<u>Jun - 17</u>
Budgeted (MTD)	12,457	12,457	12,457	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467
Actual (MTD)	-97,767	-32,047	154,757	-156,049	1,235	15,254	-144,208	109,302	282,177	29,204		
Budgeted (YTD)	12,457	24,914	37,371	49,838	62,305	74,772	87,239	99,706	112,173	124,640		
Actual (YTD)	-97,767	-129,814	24,943	-131,106	-129,871	-114,617	-258,825	-149,523	132,654	161,858		
FISCAL YEAR 2015-2016	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
PLAN INCOME												
Budgeted (MTD)	530,920	530,920	530,920	663,615	530,920	530,920	530,920	530,920	530,920	663,615	530,920	530,920
Actual (MTD)	537,739	532,037	534,342	718,473	539,926	534,845	549,498	529,364	556,672	729,630	631,135	556,148
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215	3,849,135	4,380,055	4,910,975	5,574,590	6,105,510	6,636,430
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362	3,946,860	4,476,224	5,032,896	5,762,526	6,393,661	6,949,809
PLAN CLAIMS/ADMIN COSTS	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232
Actual (MTD)	475,229	793,029	497,060	581,637	804,651	647,170	583,231	613,736	471,664	592,649	694,747	480,354
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508	4,201,740	4,902,030	5,462,262	6,022,494	6,722,784	7,283,016
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776	4,382,007	4,995,743	5,467,407	6,060,056	6,754,803	7,235,157
EXCESS INCOME vs. EXPENDITURES	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	-29,312	-169,370	-29,312	103,383	-169,370	-29,312	-29,312	-169,370	-29,312	103,383	-169,370	-29,312
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325	-33,733	-84,372	85,008	136,981	-63,612	75,794
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293	-352,605	-521,975	-551,287	-447,904	-617,274	-646,586
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414	-435,147	-519,519	-434,511	-297,530	-361,142	-285,348

Current Fund Balance: \$1,819,524

April 2016 \$1,649,230

April 2015 \$1,707,026

April 2014 \$1,126,767

April 2013 \$785,056

****NOTE: Sept. 2016 and Mar. 2017 are months in which there are Three Payrolls of Revenue into the Plan**



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

Memorandum

TO: Honorable Mayor and City Council
FROM: Catherine Wilson, Human Resources Director
DATE: March 22, 2016

SUBJECT: Discussion and consideration of approving for the FY 2017/2018 the Business Associate Agreement-Self-Funded and the Administrative Services Agreement with SunLife of Canada (Union Security Insurance Company) to provide dental benefits and a dental network and to act as the TPA for claims administration; fees associated with this service are \$3.40 per employee/retiree per month.

This year the City preformed a review of proposals with regard to the dental benefits. SunLife proposed a package deal, cutting our administrative fees from \$4.59 per employee/retiree per month, to \$3.40 per employee/retiree yielding an annual savings of \$8,354. The change in provider will cause minimal disruption to participants. SunLife is actively adding providers to their network.

Staff recommends approval.

Catherine Wilson, HR Director

UNION SECURITY INSURANCE COMPANY
BUSINESS ASSOCIATE AGREEMENT
Self-Funded

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into this 1st day of July, 2017, ("Effective Date") by and between Union Security Insurance Company (hereafter "Business Associate") and City of Midwest hereafter "Covered Entity"), (collectively, the "Parties").

WHEREAS, "Assurant Employee Benefits" is the brand name under which certain products and services of Business Associate are marketed; and,

WHEREAS, pursuant to an Administrative Services Agreement executed between Parties, Business Associate has agreed to provide certain select obligations. As a result, Business Associate will provide certain administrative services to Covered Entity and, in providing those services, may have access to Protected Health Information ("PHI") (defined below); and

WHEREAS, to the extent that Covered Entity is a covered entity under HIPAA, the following provisions are applicable to both Parties of this Agreement; and

WHEREAS, Covered Entity is obligated under Title II, Subtitle F ("Administrative Simplification") of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d et seq.) ("HIPAA") and regulations promulgated to ensure that Business Associate uses, discloses and protects PHI and EPHI consistent with the requirements of the Privacy, Security, and Omnibus Rules (defined below) and as outlined in this Agreement; and

WHEREAS, Business Associate acknowledges that with the enactment of the American Recovery and Reinvestment Act of 2009, Title XIII, Subtitle D (Pub. L. No 111-5 (2009)) ("HITECH"), certain provisions of HIPAA were amended in a way that directly impacts and regulates the Business Associate's responsibilities, obligations, and activities under the Privacy and Security Rules; and

WHEREAS, Business Associate acknowledges that it must comply with all HITECH provisions related to the activities of Business Associate including, but not limited to, HITECH Sections 13401, 13402, 13404, and 13405 and any regulations promulgated thereunder, including the Final Rule at 78 Federal Register 17, Part II (2013) (hereafter the "Omnibus Rule").

NOW THEREFORE, the Parties agree as follows:

1. Definitions

Breach shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

Effective Date is the date on which the underlying Arrangement goes into effect.

Electronic Protected Health Information ("EPHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create, transmit, observe, or otherwise have an

opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement.

Protected Health Information ("PHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information, regardless of its form, relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement. PHI includes EPHI as defined above.

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

Secretary shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

Security Incident shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

Subcontractor shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Business Associate delegates a function, activity, or service that is necessary for Business Associate to meet its obligations for or on behalf of Covered Entity under the terms of this Agreement or the underlying Arrangement.

2. Obligations and Activities of Business Associate

- a. Confidentiality of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate shall not at any time access any PHI for any purpose other than those specifically authorized by Covered Entity or required by law.
- b. Permitted Uses and Disclosures. Except as otherwise provided in this Agreement, Business Associate shall use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Covered Entity under the terms of this Agreement, the Arrangement, or as allowed or required by law. In addition, Business Associate may: use or disclose PHI in the following instances:
 1. Use PHI as necessary for the proper management and administration of Business Associate.
 2. Disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that: (1) the disclosure is required by law; or (2) Business Associate obtains reasonable assurances from the third-party who

receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed, and that third-party will notify Business Associate of any breaches of confidentiality of PHI.

- c. Disclosure to Subcontractor. Business Associate may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate if Business Associate obtains satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.
- d. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity, except as permitted by sections 2.(b)(1) and (2) and section (2)(e), above. Additionally, Business Associate must comply with all applicable provisions of 45 CFR § 164.502(a)(5).
- e. Aggregation of Data. Business Associate may aggregate the PHI received or obtained from Covered Entity with other PHI in its possession provided that the purpose of such aggregation is to provide Covered Entity with data analyses related to Covered Entity's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.
- f. Appropriate Safeguards.
 - 1. Business Associate shall use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.
 - 2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.
 - 3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.
- g. Reporting Improper Use or Disclosure. Business Associate shall promptly report to Covered Entity (as determined pursuant to 45 CFR § 164.404(a)(2)) any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Business Associate or its Subcontractors, or any other Security Incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Business Associate shall assist in Covered Entity's notification of the occurrence to all necessary parties as required by law, regulation, or as determined necessary by Covered Entity.

h. Access to PHI.

1. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, at the request and direction of Covered Entity, make PHI maintained by Business Associate or its Subcontractors available to Covered Entity or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Covered Entity.
2. If Business Associate maintains PHI electronically and an individual requests from Covered Entity or Business Associate an electronic copy, Business Associate shall provide Covered Entity access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Business Associate shall provide the PHI in an agreed upon electronic readable form and format.
3. In the event an individual requests that his or her PHI be sent directly to a designated individual, Business Associate will, upon Covered Entity's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).

- i. Amendment of PHI. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, within ten (10) days of a request from Covered Entity, make PHI maintained by Business Associate or its Subcontractors available for amendment and, as directed by Covered Entity, shall incorporate any amendment or related statements into the information held by Business Associate and its Subcontractors. If any individual directly requests that Business Associate or its Subcontractor amend PHI, Business Associate and its Subcontractors shall notify Covered Entity within ten (10) days of such request.
- j. Accounting of Disclosures. Business Associate and its Subcontractors shall, within ten (10) days of a request from Covered Entity, make available the information necessary for Covered Entity to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Business Associate or its Subcontractors provide an accounting of disclosures of PHI, Business Associate or its Subcontractors shall notify Covered Entity within ten (10) days of such request.
- k. Covered Entity's Obligations. To the extent that Business Associate is required under the Arrangement to carry out obligations of Covered Entity imposed by the Privacy Rule, Business Associate will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.
- l. Minimum Necessary. Business Associate agrees that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.

- m. Right to Audit, Inspection, and Enforcement. Business Associate agrees to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Covered Entity, Covered Entity's parent and the Secretary or the Secretary's designee for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule and applicable provisions of the Omnibus Rule.
- n. Employee Training and Awareness. Business Associate shall provide appropriate training regarding the requirements of this Agreement to any employee (or other workforce member) accessing, using or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Agreement.
- o. Restriction Requests; Confidential Communications. Business Associate shall comply with any restriction request and any confidential communication request of which Covered Entity makes Business Associate aware pursuant to section 3.c, below.
- p. Notice of Privacy Practices. Business Associate shall use and disclose PHI in compliance with the terms of Covered Entity's updated privacy practices notice, as provided to Business Associate pursuant to section 3.a, below.
- q. Transactions Rule Compliance. If Business Associate conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

3. Obligations of Covered Entity

- a. Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of its current privacy practices and any future changes to those practices by providing Business Associate with updated copies of its notice of privacy practices.
- b. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI agreed to by Covered Entity in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Covered Entity.

4. Term and Termination

- a. Term. This Agreement shall be effective from the Effective Date until all PHI provided by or created for Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the terms of this Agreement.

- b. Material Breach. A breach by Business Associate of any material provision of this Agreement or the Privacy, Security, or Omnibus Rules, as determined by Covered Entity, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement and the Arrangement.
 - c. Business Associate's Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement or the Privacy, Security or Omnibus Rules, Covered Entity may provide Business Associate with an opportunity to cure the breach or violation. If Business Associate fails to cure the breach or violation to the satisfaction of Covered Entity within the time period specified by Covered Entity, Covered Entity shall have the right to terminate the Agreement and the underlying Arrangement.
 - d. Effect of Termination.
 - 1. Upon termination of the Arrangement (including termination due to material breach of this Agreement pursuant to section 4.a, above), Business Associate shall return or destroy all PHI in its possession or the possession of its Subcontractors. If PHI is destroyed, Business Associate agrees to provide Covered Entity with appropriate documentation and a certification evidencing such destruction. Business Associate agrees that it will not retain any copies of PHI it returns or destroys in any form or medium except as required by law.
 - 2. If it is infeasible to return or destroy any or all PHI, Business Associate and its Subcontractors shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.
5. Miscellaneous
- a. Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any Arrangement between the Parties.
 - b. Ownership of PHI. The PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to, or title in, the PHI or any related information.
 - c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
 - d. Successors and Assigns. This Agreement shall be binding on the Parties and their successors, but neither Party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

- e. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.
- f. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- g. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy, Security, and Omnibus Rules. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event: 1) Business Associate does not promptly enter into negotiations to modify this Agreement when requested by Covered Entity under this section; or 2) Business Associate does not enter into a modification of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.
- h. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties.
- i. Notice. Any notice to the other Party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Business Associate:

Privacy Officer
Union Security Insurance Company
2323 Grand Boulevard
Kansas City, MO 64108 or

To Covered Entity:

Catherine Wilson
Executive Correspondent
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

- j. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy, Security, and Omnibus Rules. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with the Privacy, Security, and Omnibus Rules.

City of Midwest City
(Covered Entity)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Union Security Insurance Company
(Business Associate)

By: Dianna Duvall
(Signature)

Name: Dianna Duvall
(Print)

Title: Authorized Signor

Date: 4-12-2017

By: David Riley
(Signature)

Name: DAVID RILEY
(Print)

Title: Authorized Signor

Date: 4/13/17

DENTAL CLAIMS SERVICE ADMINISTRATION AGREEMENT

This Administrative Services Agreement ("Agreement") is made and entered into effective this 1st day of July, 2017, ("Effective Date") by and between City of Midwest City ("Plan Sponsor"), and Union Security Insurance Company ("Claims Administrator");

WHEREAS, the Plan Sponsor has requested that Claims Administrator review and make determinations on claims submitted pursuant to the Plan, which the Plan Sponsor submits for review; and

WHEREAS, the Claims Administrator desires to accommodate the Plan Sponsor.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the payment of fees and charges set forth in Exhibit 2, the Plan Sponsor and Claims Administrator hereby agree as follows:

I. Definitions

As used in this Agreement, the following terms shall have the stated meanings:

- A. Plan means the self-funded dental plan established by the Plan Sponsor as set forth in the Plan Document (attached hereto as Exhibit 1).
- B. Plan Year means the 12-month period of time as defined in the Plan Document.

II. Submission of Information

- A. The Plan Sponsor may submit Plan claims to Claims Administrator for review and handling. The Plan Sponsor shall provide all information requested by Claims Administrator including, but not limited to, the following:
 - 1. A copy of the Plan Document, Summary Plan Description and any other documents or materials in whatever medium evidencing Plan guidelines or procedures.
 - 2. Confirmation of eligibility for participation in the Plan.
 - 3. The effective date of coverage for Plan Participants under the Plan.
 - 4. Any other information reasonably requested to enable Claims Administrator to perform its duties under this Agreement.

III. Executive Correspondent

The Executive Correspondent under this Agreement is Catherine Wilson. The

Executive Correspondent shall be an agent of the Plan Sponsor and is responsible for receiving, on behalf of Plan Sponsor, renewal information, Form 5500 information, and confirmation of Claims Administrator's receipt of Plan amendments. Plan Sponsor shall ensure that the Executive Correspondent complies with this Agreement, including but not limited to the HIPAA and Confidentiality provisions set forth herein. As allowed by law, Plan Sponsor shall indemnify and hold Claims Administrator harmless from and against any claims, causes of actions, fines, damages, attorneys' fees, expert witness fees, litigation costs or settlements incurred by Claims Administrator as a result of the errors, acts or omissions of the Executive Correspondent.

IV. Plan Sponsor Responsibility

- A. The Plan Sponsor authorizes the Claims Administrator to process claims for Plan benefits and to issue drafts for payment to Plan Participants. The Plan Sponsor shall promptly reimburse Claims Administrator in accordance with Section VIII and Exhibit 2, which is attached to and incorporated herein by reference, for all drafts issued by Claims Administrator pursuant to this Agreement.
- B. Notwithstanding any other provisions of this Agreement, the responsibility for the interpretation of Plan provisions, the determination of whether a benefit will be paid or denied and the liability for the payment of any benefits under the Plan rests solely with the Plan Sponsor. The Plan Sponsor shall use its own discretion in determining all claims and appeals without regard to the opinions or recommendations of Claims Administrator. The Plan Sponsor's decision will be final.
- C. Should the Plan Sponsor decide to take action contrary to Claims Administrator's determination, the Plan Sponsor shall prepare and immediately forward to Claims Administrator its decision in writing, including the basis for its decision. Claims Administrator will notify the Plan Participant in writing of the decision reached by the Plan Sponsor on the claim, the basis for that decision and the right to appeal that decision.
- D. In the event a benefit is overpaid or paid in error, the parties shall cooperate with each other in seeking reimbursement of the overpaid amount from the Plan Participant. It shall be the sole responsibility of the Plan Sponsor to collect any overpayment.
- E. Plan Sponsor shall communicate to the Claims Administrator, in writing, any modifications or amendments to the Plan at least thirty (30) days prior to the effective date of any Plan modification or amendment. Any such amendment or modification shall not be implemented retroactively.
- F. The parties acknowledge and agree that Claims Administrator does not insure or underwrite the liability of the Plan Sponsor under the Plan. The Plan Sponsor remains responsible and liable at all times for providing any Plan benefits and operating the Plan in accordance with its terms and any applicable state or federal laws and regulations. The Plan Sponsor shall be responsible for complying with all reporting and disclosure

requirements including, but not limited to, preparation and distribution of Summary Plan Descriptions and the preparation and filing of any required Form 5500.

V. Claim Administration Services

A. Upon receipt of the submitted claims, Claims Administrator shall perform certain services with respect to the review of Plan claims made by Plan Participants including, but not limited to, the following:

1. Obtain appropriate and adequate documentation to make informed determinations regarding submitted claims under the Plan.
2. Review all aspects of the submitted claims including review of all documents and information, medical and otherwise, obtained to review eligibility for benefits and the amount of benefits, if any.
3. Use the services of third parties as deemed appropriate by Claims Administrator.
4. Notify Plan Participants in writing as to the decision reached on the claim, the basis for the decision and their right to appeal the decision.

VI. Appeal Process

A. All appeals shall be handled in accordance with the Plan Document.

B. In the absence of an appeals process in the Plan Document, the appeals process shall be as follows:

1. If the Plan allows for only one level of appeal, that appeal shall be handled and determined by Plan Sponsor.
2. If paragraph 1 above does not apply, the first appeal of a denied claim will be reviewed by Claims Administrator's Team Leader and/or Manager. The claim may also be reviewed by third parties as necessary. Claims Administrator will formulate a decision on the first appeal and provide that decision in writing to the participating employee and inform them of their right to appeal the decision.
3. Notwithstanding any other provisions of this Agreement and as provided by Article III, the Plan Sponsor shall use its own discretion in determining all appeals, without regard to the determination by Claims Administrator.
4. Any additional appeals shall be handled and determined solely by Plan Sponsor.

VII. Consultation

Claims Administrator may consult with the Plan Sponsor and the Plan Sponsor shall cooperate with Claims Administrator during the review of any claim or the appeal of any disputed claim.

VIII. Administration Fees and Benefit Payment Reimbursement

- A. Plan Sponsor shall pay to Claims Administrator an administration fee in accordance with paragraph B below. The administration fee for the initial term of this Agreement and other applicable charges are set forth in Exhibit 2.
- B. Claims Administrator shall send a monthly itemized statement ("Claims Administrator's Itemized Statement") to the Plan Sponsor setting forth all unpaid fees and charges and Plan benefits paid in the prior month(s). Within ten (10) business days of receipt of the Claims Administrator's Itemized Statement, Plan Sponsor shall remit full payment to Claims Administrator by the method of payment set forth in Exhibit 2, unless the parties agree in writing to alternate arrangements.
- C. If Plan Sponsor at any time fails or refuses to pay any amount due and payable under this Agreement, Claims Administrator, upon twenty-four (24) hours notice, and in its sole discretion, may:
 - 1. Stop processing any further claims and stop making any benefit payments until the outstanding amounts are received;
 - 2. Change the frequency of the billing and reimbursement procedures;
 - 3. Change the method of payment set forth in Exhibit 2; and/or
 - 4. Terminate this Agreement.
- D. If Claims Administrator changes the method of payment in Exhibit 2, pursuant to paragraph C above, Plan Sponsor shall cooperate with Claims Administrator in providing all necessary information to facilitate that change. If Claims Administrator changes the method of payment to debit or wire, Plan Sponsor shall ensure that amounts due and payable to Claims Administrator shall be available to Claims Administrator within forty-eight (48) hours.
- E. If there is a change in the level or number of services provided or a change in employee enrollment of 25% or more within a Plan Year, upon thirty (30) days written notice to Plan Sponsor, the Administrator has the right to change the administration fee set forth in Exhibit 2 or terminate this Agreement.
- F. Claims Administrator guarantees the fees set forth in Exhibit 2 for 3 years

from the Effective Date. Thereafter, once during each Plan Year, after providing at least thirty (30) days prior written notice to Plan Sponsor, Claims Administrator may change the administration fee. If the Plan Sponsor rejects the new administration fee, Claims Administrator may, in its sole discretion, either (i) elect to continue providing Administrative Services under the existing fee arrangement; (ii) negotiate a new administration fee with Plan Sponsor; or (iii) terminate this Agreement on the next anniversary date of the Plan Year.

IX. Standard of Review

The standards to be used by Claims Administrator when making claim determinations under the Plan are those set forth in the Plan.

X. Files and Records

- A. The claim file related to the Plan is the property of the Plan Sponsor and is available to Plan Sponsor upon request. In order to implement this provision, forms authorizing the release of medical records must include the Plan Sponsor as a possible recipient of such records. In the absence of a specific request for Plan records by the Plan Sponsor, Claims Administrator will hold such records for the Plan Sponsor for the same period of time that the Claims Administrator retains similar records in connection with its insurance business.
- B. Plan Sponsor shall reimburse the Claims Administrator's actual costs incurred in providing any and all information requested under this Section.
- C. Plan Sponsor agrees that in reviewing any records, claims files or other information, it shall comply with the requirements set forth in Section XV.
- D. Upon Claims Administrator's receipt of a subpoena, court order, child support order or any other judicial order requesting Plan records, Claims Administrator shall immediately forward to Plan Sponsor a copy of such request along with the Plan records provided by Claims Administrator to comply with the order.

XI. ERISA

- A. This Agreement shall not be considered an employee welfare benefit plan under the provisions of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and the Plan Sponsor shall be solely responsible for any duties and responsibilities imposed on it by ERISA.
- B. For purposes of this Agreement and the duties performed hereunder, Claims Administrator is not a fiduciary as defined under ERISA.
- C. Claims Administrator shall have no power or duty to act on behalf of the Plan Sponsor concerning the Plan except as expressly stated in this Agreement. Claims Administrator has no discretionary authority or

control over the Plan or the Plan administration.

XII. Indemnification

Unless due to the willful misconduct of Claims Administrator, the Plan Sponsor, as allowed by law, shall indemnify and hold harmless Claims Administrator, its directors, agents, officers, and employees from and against any and all claims, lawsuits, settlements, judgments, awards, orders, costs, penalties, damages and expenses, including attorney's fees or any other liabilities, resulting from, or arising out of, or in connection with this Agreement, the Business Associates Agreement, or the Plan. This Agreement to indemnify shall survive the termination of this Agreement.

XIII. Term and Termination

- A. This Agreement shall commence on the Effective Date and shall continue for a period of one year ("Agreement Year").
- B. After the expiration of the initial term, this Agreement shall automatically renew for successive one-year periods, unless terminated in accordance with this Agreement.
- C. This Agreement shall be terminated as follows:
 - 1. Immediately upon cessation of business by the Plan Sponsor or Claims Administrator.
 - 2. Immediately upon the bankruptcy or dissolution of the Plan Sponsor or Claims Administrator.
 - 3. In Claims Administrator's discretion, upon the Plan Sponsor's failure to pay fees and charges when due.
 - 4. Without cause by either party upon thirty (30) days' prior written notice to the other party.
- D. Upon termination of this Agreement for any reason:
 - 1. Unless otherwise agreed to, Claims Administrator shall cease all services under this Agreement.
 - 2. Within 30 days of termination, Plan Sponsor shall pay to Claims Administrator all fees, charges and Plan benefits determined to be due at the date of termination.
 - 3. Claims Administrator shall return any Plan Sponsor funds remaining in its possession within 10 days after a final accounting is prepared by Claims Administrator.

XIV. Plan Benefits Following Termination

- A. Claims for Plan benefits for services received by Plan Participants on or before the termination date shall be referred to herein as "Incurred Claims". Unless (a) otherwise agreed by the parties, or (b) this Agreement is terminated as set forth above, the Claims Administrator will process Incurred Claims, with reasonable diligence, for a period of ninety (90) days following the termination date (the "Termination Period"). The Claims Administrator will not charge an administration fee for processing Incurred Claims during the Termination Period. The terms of this Agreement, any attachments and/or amendments will govern the parties' relationship during the Termination Period, except that the only service that the Claims Administrator will perform is the processing of Incurred Claims. During the Termination Period the Plan Sponsor will transfer funds to the Claims Administrator, in accordance with the funding option selected in Exhibit 2 for the payment of fees and Incurred Claims which have been processed.
- B. The Claims Administrator reserves the right to invoice the Plan Sponsor after the termination date for Incurred Claims and all other charges which the Plan Sponsor became obligated to pay the Claims Administrator for any Plan Benefits processed under this Agreement prior to the termination date or otherwise. Plan Sponsor agrees to pay the invoiced amounts within thirty (30) days after its receipt of the invoice.

XV. Confidentiality/Privacy

- A. As used in this Section, Confidential Information includes any Plan Participant personal or health information as may be defined by applicable privacy laws or regulations. Confidential Information also includes Nonpublic Personal Information as may be defined in the Gramm-Leach-Bliley Act and may include any information that is personal in nature, including but not limited to, name, address, telephone number, e-mail address, social security number, dates of birth and other consumer or credit information.
- B. Claims Administrator agrees to maintain the confidentiality of all Confidential information received about Plan participants in accordance with state and federal laws and regulations.
- C. Claims Administrator shall maintain reasonable information security measures consistent with industry standards to protect against the unauthorized access to or use of Confidential Information.
- D. In the event that Plan Sponsor requests such Confidential Information from Claims Administrator pursuant to this Agreement, such information shall be made available by Claims Administrator in a manner that the Claims Administrator determines maintains confidentiality while still meeting the reasonable information needs of the Plan Sponsor.
- E. The Plan Sponsor assumes the same duty of confidentiality and security with regard to the Confidential Information as is required by the Claims Administrator. Plan Sponsor shall promptly notify Claims Administrator of

any breach of security resulting in possible or actual unauthorized access to Confidential Information.

- F. In addition to E above, Plan Sponsor agrees to use the Confidential Information only for the purposes for which it was disclosed and to not further disseminate or disclose this Confidential Information to other third parties, without written approval from the applicable Plan Participant or as otherwise required by law, unless such disclosure is necessary for Plan Sponsor to meet its contractual obligations and that party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Plan Sponsor agrees, where legally required, to comply with applicable privacy laws, including, but not limited to, (1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (2) the Gramm-Leach-Bliley Act ("GLB"), (3) any and all applicable state privacy laws, and (4) any relevant regulations promulgated in conjunction with applicable privacy laws. Plan Sponsor agrees to cooperate with Claims Administrator to ensure its privacy compliance and to establish and maintain policies reasonably designed to assure the security of all Confidential Information.

XVI. Notice

- A. Any notice required under this Agreement shall be made in writing, and either personally delivered to the intended party, sent via overnight mail by a nationally-recognized carrier, or mailed by United States mail, certified or registered, postage prepaid, return receipt requested to the following address or such other address as the party may specify:

Claims Administrator: Union Security Insurance Company
PO Box 419423
Kansas City, Missouri 64141-6423

Plan Sponsor: City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

XVII. General Provisions

- A. This Agreement shall be determined and governed by the laws of the State of Oklahoma.
- B. The recitals and the definitions within such recitals are incorporated herein by reference and shall apply to this Agreement.
- C. This Agreement constitutes the entire agreement between the parties as to the matters addressed herein, and as of the Effective Date supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof.

- D. Neither party shall use the other party's name, trademark, brand, logo, or symbol without the other's express written consent.
- E. Each party agrees to notify the other within 24 hours after receipt of notice of the commencement of any legal action relating to the Plan or this Agreement.
- F. Forbearance by Claims Administrator in enforcing one or more of the provisions in this Agreement shall not be deemed or construed to constitute a waiver of such right to enforce later.
- G. The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.
- H. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies on any persons or entities other than the parties to this Agreement.
- I. This Agreement may not be assigned or amended without the prior written consent of Claims Administrator.
- J. Any modification or amendment to this Agreement shall not be effective unless agreed to in writing by both parties.
- K. No ambiguity or uncertainty herein shall be construed or resolved against any party whether under any rule of construction or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

CITY OF MIDWEST CITY
(Plan Administrator)

By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

**UNION SECURITY INSURANCE
COMPANY**
(Claims Administrator)

By: Dianna Duvall
(Signature)
Name: Dianna Duvall
(Print)
Title: Authorized Signor
Date: 4-12-2017

By: David Ricketts
(Signature)
Name: DAVID RICKETTS
(Print)
Title: Authorized Signor
Date: 4/13/12

EXHIBIT 2

FEES AND CHARGES

1. The Plan Sponsor shall pay Claims Administrator the following monthly administration fee per Plan participant (net of commissions) \$3.40
2. The monthly administration fee is guaranteed for the three (3) year period commencing on the Effective Date of this Agreement.
3. Fees shall be remitted to Claims Administrator in the form of a debit transaction.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 23, 2017

SUBJECT: Discussion and consideration of renewing the agreement with the City of Nicoma Park for animal care services for fiscal year 2017-18.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the City of Nicoma Park may bring to Midwest City's animal welfare facility for fiscal year 2017-18.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Nicoma Park**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. "D/A" shall mean dead animals.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Sunday through Saturday 8:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
- c. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.

6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.

7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.

8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.

9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulated animals (D/A).

10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.

11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.

12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.

13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.

14. Midwest City shall have the right to refuse any animal due to health or overcrowding.

15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.

17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.

18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination,

de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.

19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*

20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.

21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.

22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.

23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.

24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

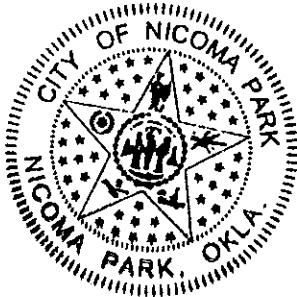
ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by the governing body of Nicomma Park, Oklahoma, on this
2nd day of May, 2017.



ATTEST:

Beverly Freeman
City Clerk

CITY OF NICOMA PARK

[Signature]
Mayor

Approved as to form and legality this 2 day of May, 2017.

[Signature]
City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 23, 2017

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Nicoma 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.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Nicoma Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town 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. The terms of the agreement shall be from July 1, 2017 through June 30, 2018.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2017 by and between the **City of Nicoma Park**, Oklahoma a municipal corporation (hereinafter referred to as "Nicoma Park"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the "Jail"); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2017 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2018. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A "Nicoma Park prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Nicoma Park municipal convictions and/or any other person that is otherwise held solely at the request of Nicoma Park police.
- B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a Nicoma Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Nicoma Park prisoners when all state

charges have been declined or disposed of and the prisoner is being held only for Nicoma Park municipal charge(s) or Nicoma Park municipal conviction(s), or otherwise held at the request of Nicoma Park police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Nicoma Park prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Nicoma Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Nicoma Park agrees to pay Midwest City fifty-eight dollars (\$58.00) per day or 2.42 per hour, prorated to the closest hour interval, per Nicoma Park prisoner or hold for municipal/state prisoner per day the Nicoma Park prisoner or hold for municipal/state prisoner is held on behalf of Nicoma Park. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Nicoma Park prisoner upon entry into the jail. If the Nicoma Park prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Nicoma Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Nicoma Park municipal ordinances or Oklahoma state statutes, or otherwise held for Nicoma Park police.
- B. Midwest City agrees to prepare and submit to Nicoma Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to

statutory and charter requirements. Nicoma Park agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Nicoma Park prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Nicoma Park law enforcement officers and Nicoma Park's agents, in the pursuance of their official duties, as approved by the Nicoma Park chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Nicoma Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Nicoma Park access, at all times, to Nicoma Park prisoners or hold for municipal/state prisoners. Nicoma Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Nicoma Park until such time as they are returned to the Jail by Nicoma Park.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Nicoma Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Nicoma Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Nicoma Park prisoners or hold for municipal/state prisoners when so required by the Nicoma Park Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Nicoma Park to Midwest City upon Nicoma Park's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Nicoma Park's financial responsibility for

Nicoma Park prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Nicoma Park prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Nicoma Park for the posting of bonds for those persons charged with violations of Nicoma Park ordinances. All fines/bonds will be posted with the Nicoma Park municipal court clerk. Nicoma Park will be responsible for authorization of all own-recognizance bonds on Nicoma Park prisoners. Nicoma Park municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Nicoma Park prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Nicoma Park's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Nicoma Park prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Nicoma Park will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Nicoma Park prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Nicoma Park ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Nicoma Park prisoners and hold

for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Nicoma Park agrees to provide transportation to and from medical facilities outside of the Jail for any Nicoma Park prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

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

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Nicoma Park and to Midwest City at the following addresses:

If to Nicoma Park:	City Clerk City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
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With a copy to police chief:	Chief of Police City of Nicoma Park P.O. Box 250 Nicoma Park, Oklahoma 73066
------------------------------	---

If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110
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With a copy to police chief:

Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

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

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

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

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

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Nicoma Park in a timely manner. This provision does not intend or create any liability and/or indicate that Nicoma Park has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Nicoma Park prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Nicoma Park personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Nicoma Park to the same extent as Nicoma Park safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

19. Transportation of Nicoma Park Prisoners. Nicoma Park hereby assumes responsibility for the transportation of Nicoma Park prisoners to all municipal court appearances and shall hereby coordinate with the Nicoma Park municipal judges for the posting of bonds for those persons charged with violations of Nicoma Park ordinances. Nicoma Park hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

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

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

PASSED AND APPROVED by the mayor and council of the City of Nicoma Park, Oklahoma on the 2nd day of May, 2017 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2017.

CITY OF NICOMA PARK, OKLAHOMA,
a municipal corporation



[Signature]
Mayor

ATTEST:

[Signature]
City Clerk

Approved as to form and legality this 2 day of May, 2017.

[Signature]
City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

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



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 23, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement for fiscal year 2017-18 with Pet-Vet Animal Clinic who is electing to offer free services to animals adopted from the Midwest City Animal Shelter in conjunction with the Adopt-A-Pet program.

With this agreement Pet-Vet Animal Clinic would perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2017-18, free of charge for those who choose to adopt an animal from the Midwest City Animal Shelter. This includes an office visit and a wellness exam free of charge to both the City and the adopter; providing the adopter presents adoption paperwork from the Midwest City Animal Shelter bearing a date on or after the date of the agreement.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement is effective the 1st day of July, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "First Party," and **Pet-Vet Animal Clinic**, a veterinary clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract is to promote the health, safety, and public welfare of the citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings respectively ascribed as follows:

Office Visit: A meeting between an Adopter and the veterinarian to discuss health advice or treatment for an animal.

Wellness Exam: A physical and/or visual exam of an animal by a veterinarian that could help determine the need for treatment or preventative health care. This exam does not include the use of any expendable supplies or services that would result in a cost to the veterinarian.

Adopter: A person who has adopted an animal from the Midwest City Animal Welfare Department.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The Second Party agrees that it will provide to any dog or cat adopted from the First Party an office visit and wellness exam at no expense (\$0.00) to the First Party or an Adopter.
2. The Second Party agrees that any and all charges accrued during the visit will be billed directly to the Adopter and not billed to the First Party.
3. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of the Second Party as required by this agreement.
4. The terms of this agreement shall be from the 1st day of July, 2017, through the 30th day of June, 2018 and will renew yearly after that.

IN WITNESS WHEREOF, the First Party has approved this agreement and caused it to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by Becky Garcia-Nunez Second Party, on this 28 day of April, 2017.

PET-VET ANIMAL CLINIC

Becky Garcia-Nunez
Second Party



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : May 23, 2017

SUBJECT : Discussion and consideration of reappointing Todd Isaac and Mike Castleberry to the Builders Advisory Board for additional three-year terms.

The terms of Todd Isaac and Mike Castleberry expire on May 23, 2017. Both wish to be considered for reappointment.

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

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

Tom Jordan (expires 3-12-19)
Jim Campbell (expires 5-8-18)
Allen Clark (expired 1-24-18)
Mike Castleberry (expires 5-23-17)
Jim McWhirter (expires 3-12-19)
Todd Isaac (expires 5-23-17)
Charlie Hartley (expires 2-14-18)

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director

BH:lkf



Public Works Administration

Vaughn Sullivan, Director

vsullivan@midwestcityok.org

R. Paul Streets, Assistant Director

rstreets@midwestcityok.org

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: May 23, 2017

Subject: Discussion and consideration of appointing Mr. Aaron Budd to fill a vacancy on the Midwest City Park Board.

On May 15, 2016 the term of Mr. Darby Jackson expired. Mr. Jackson agreed to continue to serve on the Park Board until a suitable replacement could be appointed. Mayor Dukes wishes to recommend Mr. Aaron Budd to fill the vacancy on the Midwest City Park Board.

Mr. Jackson was a Ward 2 appointment.

Action on this item is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



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

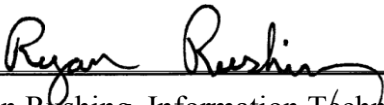
FROM: Ryan Rushing, Information Technology Director

DATE: May 23, 2017

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

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval



Ryan Rushing, Information Technology Director

CPU			
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS
	730	Dell 780	5QTZWQ1
	769	Vostro 1540	93H2NT1
MONITORS			
INVENT #	MIS #	MANUFACTURE	SERIAL NUMBERS
		Dell	cn-08w234-46633-33j-2mhl
		View Sonic	A2L033000316
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
1		Samsung SCX-4826FN	6575BALZ901353W
1		HP DeskJet 5650	
1		HP DeskJet 870CXi	SG6BS1607S
1		HP PhotoSmart 2575	MY5AH211SF
1		Lexmark c534dn	34A0150941BD4D
1		ipad 4	DMPJNDA8F18F



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, Current Planning Manager
COMPREHENSIVE PLANNING
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: May 23, 2017

Subject: PC-1896 – Anderson Crossing PUD application and PC-1897 – Anderson Crossing Preliminary Plat application

As the Council is aware, the PUD and Preliminary Plat applications for the proposed Anderson Crossing development were continued at the request of the applicant at the April 25, 2017 City Council meeting.

On April 26, 2017, staff contacted the applicant, Gene Methvin by telephone and explained that the continuance had been granted. Staff offered to meet with the applicant in order to work towards a compromise that would meet the intent of the Zoning Ordinance, Subdivision Regulations and Comprehensive Plan and his intention of creating a residential development.

On May 5, 2017, staff met with Mr. Box and Mr. Stonecipher, attorneys representing the applicant and again offered our assistance in ensuring that the proposed development met the intent of our ordinances.

On May 8, 2017, staff received an email from the design engineer requesting that the Anderson Crossing PUD and Preliminary Plat applications be pulled from the agenda.

Regarding PC-1896, the Anderson Crossing PUD, staff recommends denial of the PUD as presented.

Regarding PC-1897, the Anderson Crossing Preliminary Plat, staff recommends that the Council deny this application. Section 38-18.5 of the Subdivision Regulations states that the Council shall act on preliminary plat applications within sixty (60) calendar days following the action of the Planning Commission. If no decision is rendered by the City Council within the sixty (60) day period, the Preliminary Plat, as submitted, shall be deemed approved. As of today, it has been 49 calendar days since the Planning Commission made their recommendation to deny the application.

Billy Harless, AICP
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
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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: April 25, 2017

Subject: (PC – 1896) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Detached Residential and A-1, Agriculture, to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Dates of Hearing: Planning Commission – April 4, 2017
City Council – April 25, 2017

Ward: Ward 6, Councilmember Jeff Moore

Owners: Ann Westmoreland, Carol Russell and Ruth Fontes

Applicant: Gene Methvin

Engineer: Brad Reid, Crafton Tull

Proposed Use: 205 single-family lots

Size:

The area of request has a frontage along S. Anderson Rd. of approximately 870 ft., a depth of approximately 2640 ft., and contains an area of approximately 52.73 acres.

Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential

South, East and West – Low Density Residential

North –LDR, Low Density Residential and POS, Parks/Open Space

Zoning Districts:

Area of Request –R6, Single Family Residential and A-1, General Agriculture

North, South and West – R6, Single Family Residential

East – PUD, Planned Unit Development and R-6, Single Family Detached Residential

Land Use:

Area of Request – Vacant

North, East and West – Single family residences

South – Vacant

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

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

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

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

2.25.2 Intent and Purpose

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

(A) Innovative land development

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

(B) Flexibility within developments

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

(C) Efficient use of land

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

(D) Function, design and diversity

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

(E) Modifications to development requirements

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

History:

1. This area has been zoned R-6, Single Family Detached Residential since the adoption of the 1986 Zoning Map.
2. An approximately 8 acre circle in the middle of the property was rezoned to A-1, General Agriculture with a Special Use Permit for an oil and gas well in August of 1985.
3. The Planning Commission recommended denial of this request on April 4, 2017.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of Anderson Road in the street right-of-way extending along the east side of the area of request. An eight (8) inch public water main is located in a dedicated public utility easement located along and adjacent to the north side of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and are part of the preliminary plat application for the area of request. The public water line extension requirements will be addressed with the preliminary plat application following this item.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the northern boundary of the area of request. An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the western boundary of the area of request.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and are part of the preliminary plat application for the area of request. The public sewer line extension requirements will be addressed with the preliminary plat application following this item.

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

Streets and Sidewalks

Access to the area of request is available from Anderson Road. Anderson Road is classified as a secondary arterial in the 2008 Comprehensive Plan. Anderson Road is a two (2) lane, 26-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterials and presently, Anderson Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Right of way grants to the city are not required with this application. Public right of way dedications are proposed and are part of the preliminary plat application for the area of request. The required public right of way dedications will be addressed with the preliminary plat application following this item.

Public street and sidewalk improvements are not required with this application. However, public street and sidewalk improvements are proposed and are part of the preliminary plat application for the area of request. The public street and sidewalk requirements will be addressed with the preliminary plat application following this item.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is partly from the southwest to the northeast, but mainly from the east to the west via overland flow. Currently, the area of request is undeveloped. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEA requirements concerning floodplain development, including acquiring all necessary permits.

The applicant proposes to construct detention ponds to service the area of request as part of the preliminary plat application. The drainage improvement requirements will be addressed with the preliminary plat application following this item.

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. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Comments:

The Fire Marshall has reviewed the application for this proposed Planned Unit Development under Chapter 15 of the municipal code. The Fire Marshall requests that "Westmoreland Drive" be renamed as there is already a Westmoreland Ave. off of 10th Street in Midwest City. The applicant may submit alternative street names for review by staff prior to application for the Final Plat. All requirements of Chapter 15 regarding fire hydrants and fire protection will need to be met with preliminary plat of the area of request.

Plan Comments:

The proposed PUD is to be governed by the R-6, Single Family Detached Residential District. The application was submitted to staff at the end of February 2017. The initial PUD proposed the development of 221 single family residential lots. As staff began a review of the proposed PUD, staff determined that the development was not in harmony with the Comprehensive Plan, the Zoning Ordinance or the Subdivision Regulations.

With regard to the Zoning Ordinance, the applicant requested a variance to the 7' side yard setback and did not address required items such as J-driveways and varied setbacks. With regard to the Comprehensive Plan, the proposed development was not in harmony with the goal of providing housing diversity in Midwest City with a diversity in housing type and a diversity in housing value.

Staff provided the attached memo to the applicant on the morning of March 16, 2017 and met with the applicant that same afternoon to discuss the items listed on the memo. Staff expressed concerns about the size and number of lots that will add to our abundance of small residential lots and will not provide the housing diversity as prescribed in the Comprehensive Plan. Staff also pointed out the requirements of the Zoning Ordinance such as J-Drives and varied setbacks that were not addressed in the PUD. At that meeting and in the memo, staff recommended that the applicant postpone the preliminary plat application in order to work out issues with the zoning. If parts of the zoning including the proposed lot sizes and requested variances are not approved, the preliminary plat must also be denied as it is designed according to the PUD.

On March 22, 2017, the applicant provided a revised PUD and preliminary plat. The applicant requested that the preliminary plat remain on the April Planning Commission and City Council agendas and that it not be postponed to the June meetings.

The revised PUD proposes 205 residential lots and three (3) common areas. The proposed density is 3.89 units per acre. The minimum lot width is shown on the PUD as 54' and the proposed lot area is 6,480 square feet. The applicant is requesting no variances to the side setbacks (7'), rear setbacks (20') or the minimum front setback of 25'. The PUD does state that the materials of the proposed homes will meet the requirement of 85% masonry materials and 100% masonry materials facing the street.

Two points of access are proposed off of S. Anderson Rd. As the development exceeds 50 lots, two access points are a requirement of the Subdivision Regulations.

The PUD does not reference a trail along the floodplain on the west side of the area of request, however, the Midwest City Trails Master Plan does identify a trail in this area. This will be discussed further in the preliminary plat application.

Approximately 10.91 acres are reserved for common areas to be maintained by the Homeowners Association. One of the areas is designated as the required park land and open space which will be discussed further under the preliminary plat application following this item.

The following variances from the Midwest City Zoning Ordinance have been requested:

1. Maximum lot coverage: The maximum lot coverage including accessory buildings allowed per the Zoning Ordinance is 40%. The applicant is requesting a maximum of 65% coverage, including accessory buildings. Staff does not recommend approval of this request as the more building coverage that is allowed, the less landscaping there will be for each lot. This will also have an effect on storm water runoff.

2. Single Family Driveways and Garages: The Zoning Ordinance states that “the placement of garages in a neighborhood can have a substantial impact on the neighborhood’s visual appearance. Typically, when no alley is present, a common design layout is for the garage to be placed facing the street. This design layout generally establishes the garage as the most dominant visual feature from the view of the street, and it generally does not contribute to the visual appeal of a neighborhood and does not conform to the image of quality neighborhoods established in the Comprehensive Plan.” The Zoning Ordinance provides several options for j-driveways and setback or detached garages. Staff does not recommend approval of this request.

Anti-monotony standards are referenced in both the Comprehensive Plan and the Zoning Ordinance. They are not referenced in the PUD. If approved, the homes in the development must meet the requirements including the following:

- No single front façade of a home may be duplicated within six (6) lots
- No wall length shall be uninterrupted for fifteen (15) feet
- Variations of the front setbacks of at least five (5) feet while not encroaching in the required 25’ front setback

As can be seen on the attached memo that was sent to the applicant on March 16, 2017, the 2008 Comprehensive Plan has identified the area of request as an area that is likely to be developed. The Comprehensive Plan raw land east of Douglas Blvd. as having the potential for quality residential development. Considering the density, the variances requested and the nearby subdivisions, staff does not feel that the proposed development is in harmony with the intent of the Comprehensive Plan.

The Comprehensive Plan also states that Midwest City has an abundance of small single family residential lots, meeting the minimum lot size requirements. The plan further states that varying lot sizes are necessary to provide residents with a choice of house size, lot size and price range.

On March 29, 2017, three surrounding residents submitted letters protesting certain aspects of this development. The main concerns are the proposed house and lot sizes and the impact that a large development will have on the existing properties. The protest letters are included following this staff report.

Zoning Ordinance - Section 7.2.3 (B) Protests

(1) Protests against proposed changes shall be filed at least three (3) days before the date of public hearings. If protests are filed by:

- a. The owners of twenty (20) percent or more of the area of the lots included in a proposed change; or
- b. The owners of fifty (50) percent or more of the area of the lots within a three hundred (300) foot radius of the exterior boundary of the territory included in a proposed change;

(2) Then the proposed change or amendment shall not become effective except by the favorable vote of three-fifths of the members of the City Council.

Although the protest do not meet the requirements for a legal protest, they are from surrounding property owners.

The applicant was present at the April 4, 2017 Planning Commission meeting along with several neighboring residents. Mr. Reid stated that the current zoning of the property allows for 6000 sq. ft. lots and that the applicant is agreeable to the 40% maximum coverage allowed by code. They are not requesting a variance to the coverage requirement. Mr. Reid stated that the requirement for J-Drives will not work on the lots proposed. He provided examples such as Turtlewood, Sundance and the recently approved Oakwood Landing where J-Drives are not used. Commissioner Greil asked staff about that and staff explained that development in those neighborhoods had begun prior to adoption of the 2008 Comprehensive Plan, 2010 Zoning Ordinance and 2012 Subdivision Regulations. Mr. Harless pointed out that Oakwood Landing was zoned for apartments and then duplexes before the applicant decided on single family homes. Due to the down zoning from multi-family to single family, staff felt that was step closer towards quality neighborhoods as prescribed in the Comprehensive Plan. Mr. Wicker asked Mr. Reid if he agreed to the masonry requirements. Mr. Reid stated he did agree. Mike Dickey of 12045 Tuscany Ridge was present. Mr. Dickey is the president of the Tuscany Ridge HOA. He and his neighbors are concerned about the two entrances to the development being on either side of the entrance to their neighborhood and the traffic that will bring. He was also concerned about the density and house size. Richard Dorn of 11708 Lorene asked if utility work will affect the lots on Lorene that about the area of request. Mr. Wicker stated that that would be discussed during the preliminary plat hearing. Tracy Kay of 12305 Jaycie Cir was present and expressed concerns about the impact of the development on CNP public schools. Collette Raulston of 11636 Lorene was present and shared concerns about the number of houses, size of houses and difference in income level that the development might bring. Brenda Holland of 1923 S. Anderson was present and asked if under the PUD, they can build under the minimum square footage for housing. Mr. Harless stated that they are not asking for a variance to the minimum square footage of 1200 sq. ft. Ms. Holland stated that she does not think the development is a good fit for the area. Mark Hansel of 11701 Roefan Rd. asked about the vacant area on the west side of the area of request. Commissioner Wicker stated that it is to be designated as park and open space. Commissioner Smith confirmed with Mr. Menefee that the area on the west is in the floodplain. Linda Linn of 2300 S. Anderson was present and shared concerns about the density, traffic and fire protection. Gary Housley of 2020 Lakeside Dr asked if a fence will cross the creek and if the trail would connect to the trail in Oakwood East and who would maintain the creek and trail. Mr. Harless explained that it is the desire of the city to have trails connect and that maintenance would be up to the HOA.

Keeping in mind the goal listed in the Comprehensive Plan of providing diversity in housing type and value, and considering the significant variances to the Zoning Ordinance and Comprehensive plan listed in the PUD, staff would recommend denial of the variances requested and of this proposed PUD as it is written.

Action Required: Approve or reject an ordinance to redistrict to Planned Unit Development for the property noted in this report and subject to staff's comments as found in the April 25, 2017, agenda packet, and as noted in PC – 1896 file.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP
Community Development Director

KG



The City of MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - CURRENT PLANNING DIVISION

Billy Harless – Director
Kellie Gilles – Manager

To: Gene Methvin, Applicant and Brad Reid, Engineer

From: Kellie Gilles, Planning Manager

Date: March 16, 2017

Re: Proposed Anderson Crossing Development

Mr. Methvin and Mr. Reid,

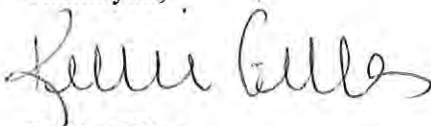
Staff has completed a review of the proposed PUD and preliminary plat applications for the proposed Anderson Crossing development and we have concerns we would like to address.

- Request for 5' side yard setbacks – the Midwest City Zoning Ordinance was revised in 2010 and the side yard setback requirement increased from 5' to 7'. This change was to encourage more space between lots and to help with drainage concerns between lots. Staff will recommend that the 7' side yard setbacks be required.
- Area of Request – the 2008 Midwest City Comprehensive Plan identified the area of request as an area likely to be developed. The Comprehensive Plan also identified raw land east of Douglas Blvd. as having the potential for quality residential development.
- Lot size variety – Midwest City has an abundance of small single family residential lots, meeting the minimum lot size requirements. The Comprehensive Plan states that varying lot sizes are necessary to provide residents with a choice of house size, lot size and price range. The proposed Anderson Crossing subdivision will add to the abundance of small single family lots. Staff will recommend the intent of the Comprehensive Plan be observed with medium-large lot single family development for new subdivisions in eastern Midwest City.
- Trails – The Midwest City Trails Plan has identified a planned trail running through the rear of the property, along the floodplain. This will need to be addressed in the PUD. Staff will recommend that provisions for the trail be included in the PUD Design Statement and development of the land.
- Sidewalks – Sidewalks will be required along both sides of each street within the development.
- Anti-Monotony Standards – The Comprehensive Plan and Zoning Ordinance have prescribed anti-monotony standards for single family homes. These standards include a requirement that no single front façade of a home may be duplicated within six (6) lots, no wall length shall be uninterrupted for fifteen (15) feet and variations of front setbacks of at least five (5) feet while not encroaching in the required 25' front setback.

- Garages – garages must be placed in a “J” formation, setback 15’ from the front building line or detached and placed in the rear yard. Staff will recommend that this be addressed in the PUD and that it will be required within the development.
- Traffic Calming – due to the length of the proposed streets, staff will recommend the use of traffic calming devices such as textured pavement/stripping at crosswalks, raised crosswalk, traffic circles, narrowings or chicanes as identified in the Comprehensive Plan.
- Exterior Construction – The Comprehensive Plan recommends a majority of masonry products on the exterior of residential homes. The Zoning Ordinance requires 85% masonry materials – 100% where facing a street. Some of the elevations submitted with the PUD applications do not meet these requirements. Staff will recommend that the masonry requirement be applied to the development.
- Thoroughfare Screening – The PUD Design Statement states that thoroughfare screening will be provided along S. Anderson. Staff will recommend that it comply with the requirements for thoroughfare screening as prescribed in the Midwest City Subdivision Regulations.

Due to the complex nature of the property and the regulations for the area as set forth in the Comprehensive Plan, Zoning Ordinance and Subdivision Regulations, staff would recommend postponing the preliminary plat application until all zoning concerns can be addressed and heard by the Planning Commission and City Council.

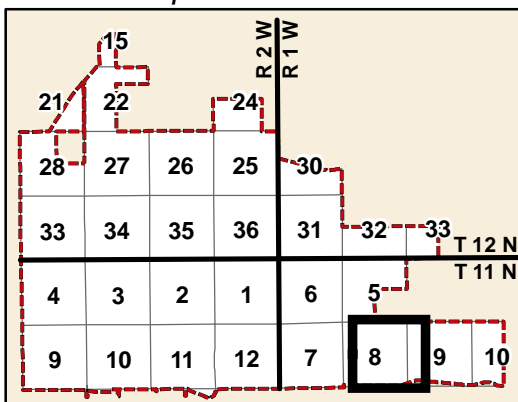
Thank you,



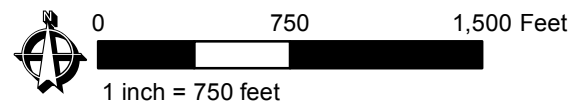
Kellie Gilles
Planning Manager
Community Development
739-1223



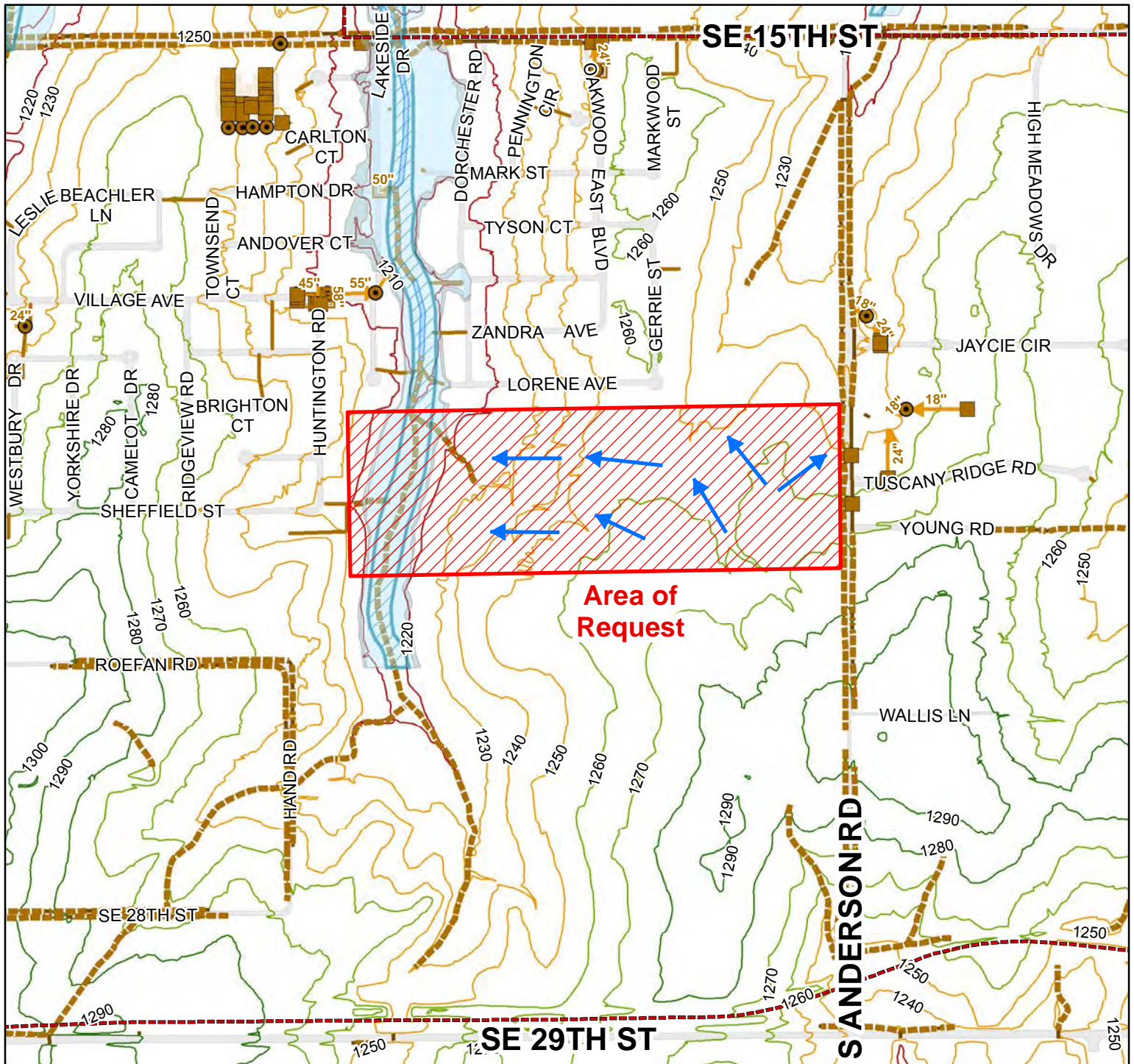
Locator Map



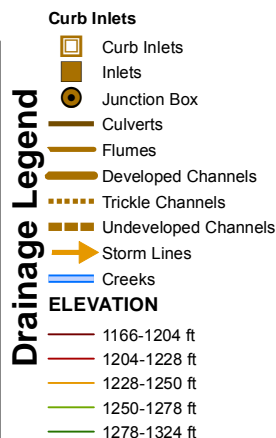
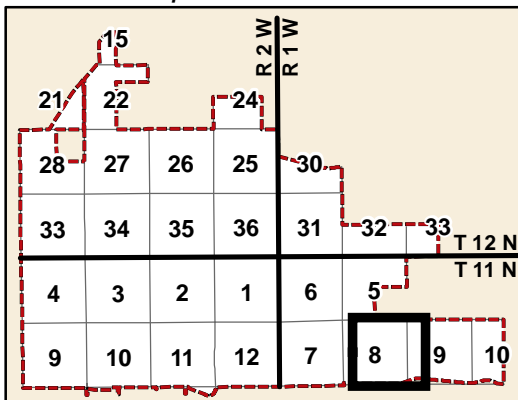
2015 DOP (AERIAL) VIEW FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



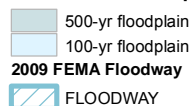
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Locator Map



2009 FEMA Floodplains



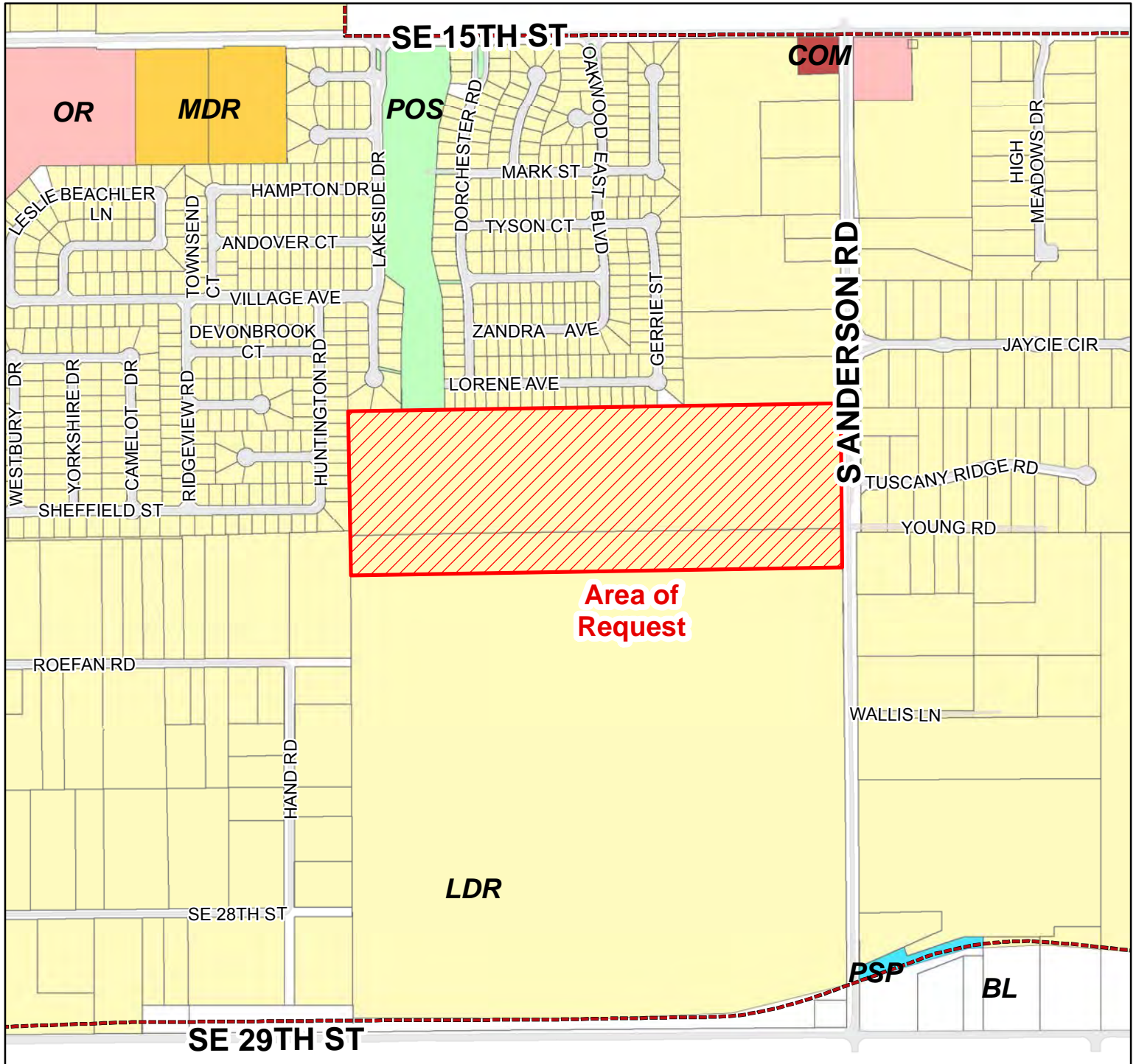
DRAINAGE LOCATION MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



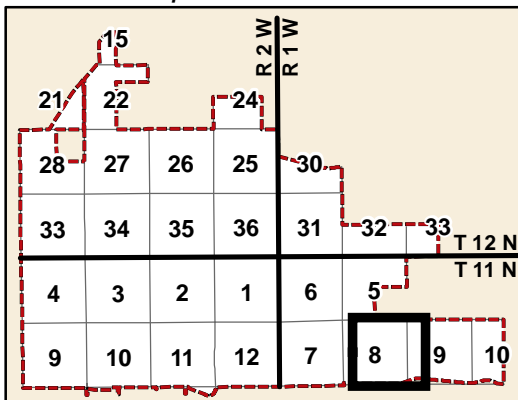
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









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Locator Map



Future Land Use Legend

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

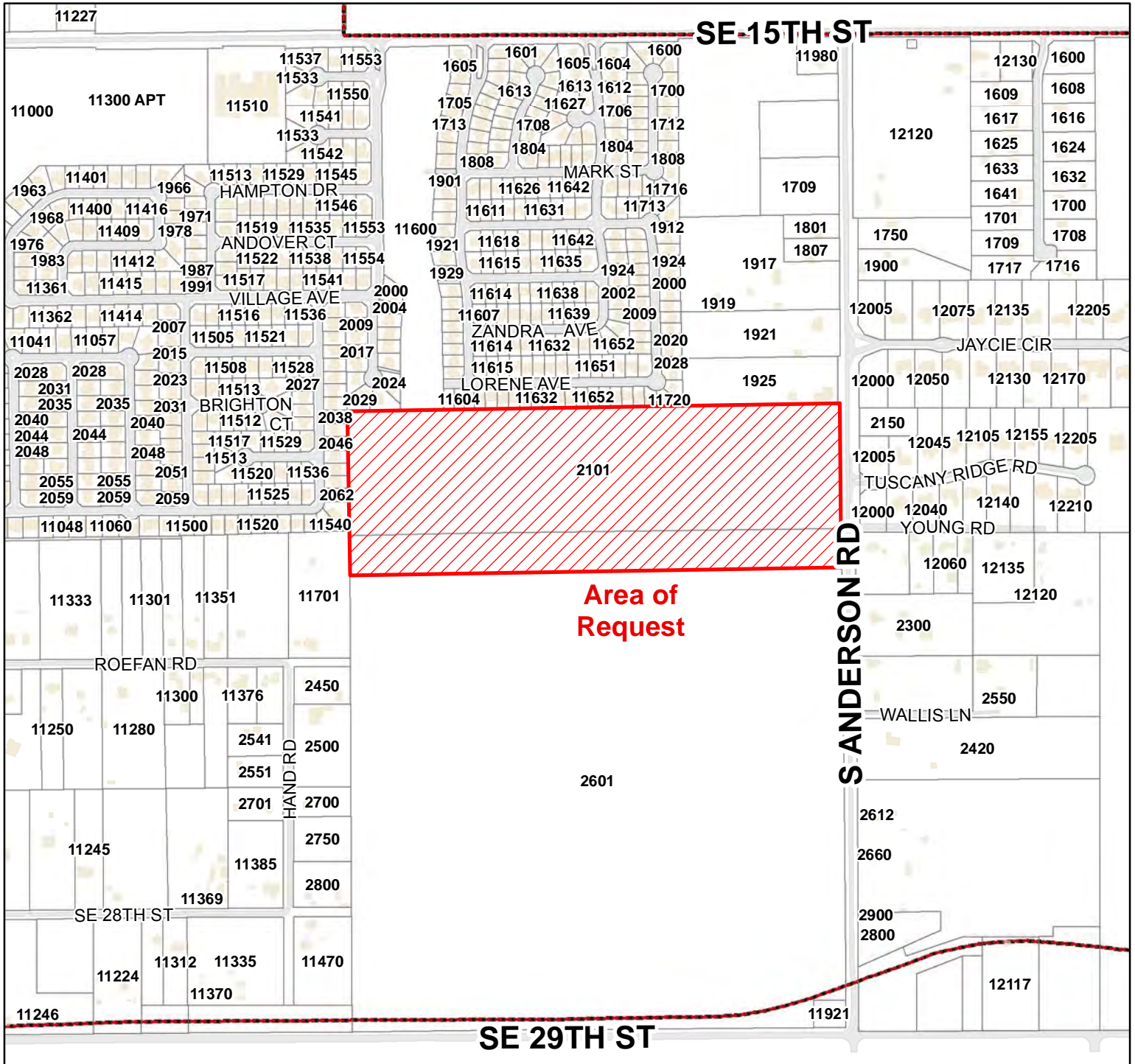
FUTURE LAND USE MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



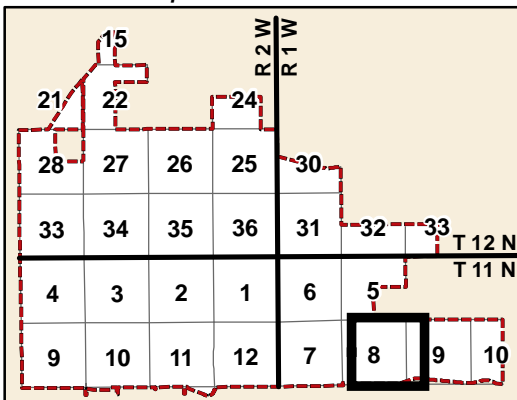
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Locator Map



General Map Legend

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

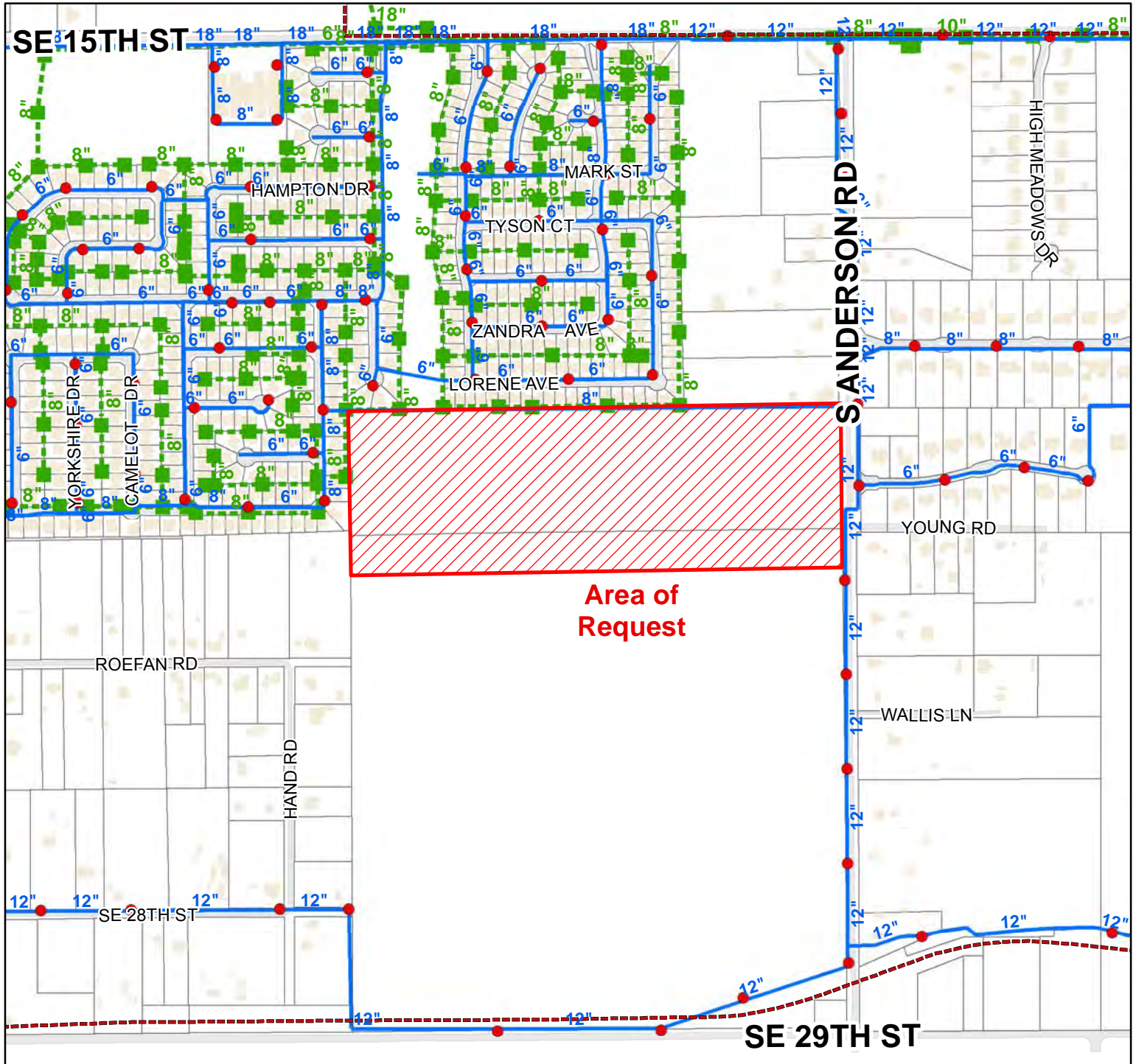
GENERAL MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



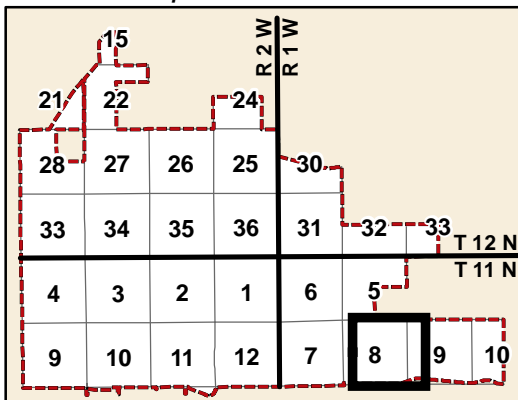
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Locator Map



Water/Sewer Legend

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

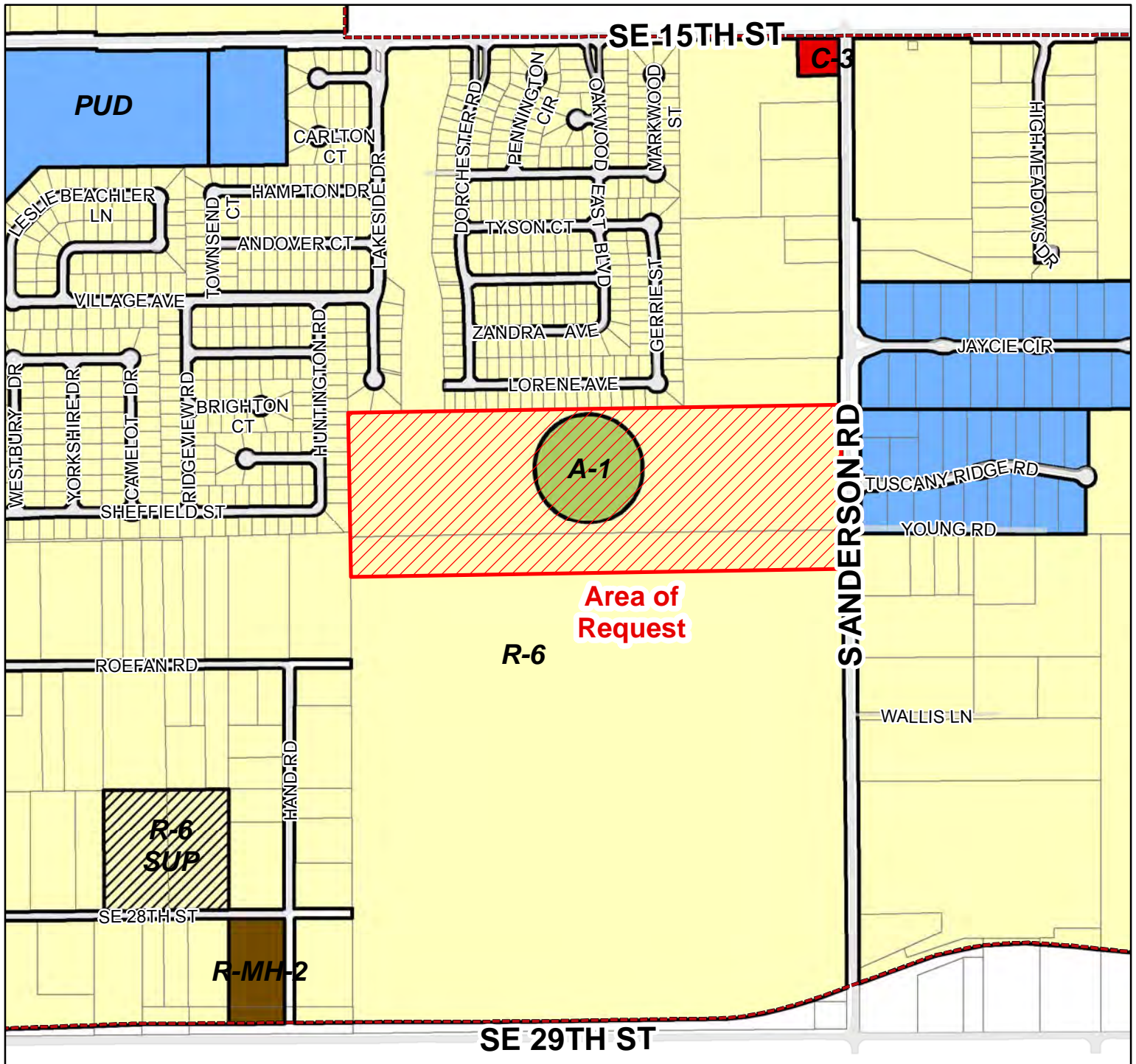
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1896 & PC-1897
(E/2, Sec. 8, T11N, R1W)**



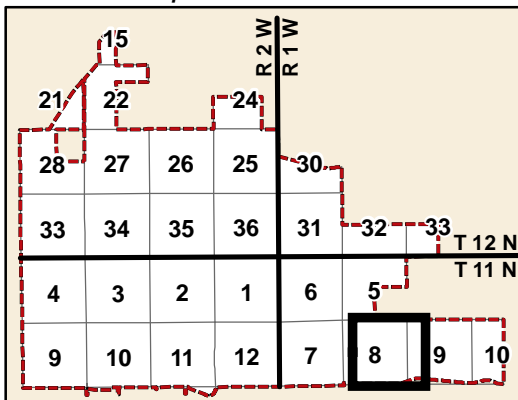
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Locator Map



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-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



0 750 1,500 Feet

1 inch = 750 feet

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PUD # 1896
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT

OF

ANDERSON CROSSING

A SINGLE FAMILY DEVELOPMENT LOCATED AT
SOUTH ANDERSON ROAD IN BETWEEN SE 15TH STREET AND SE 29TH STREET
MIDWEST CITY, OKLAHOMA

FEBRUARY 23, 2017
REVISED: MARCH 22, 2017

APPLICANT:

SEDONA LAKES, LLC
1500 SW 35TH STREET
MOORE, OK 73160
405.514.3968 (P)

PREPARED BY:

CRAFTON, TULL, INC.
300 POINTE PARKWAY BLVD.
YUKON, OKLAHOMA 73099
405.787.6270 (P)
405.787.6276 (F)

**ANDERSON CROSSING
PUD #1896**

PAGE 1

PUD # 1896
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT OF OAKWOOD LANDING

1.0 INTRODUCTION

The Planned Unit Development of Anderson Crossing consists of approximately 52.73 acres and is located on the west side of Anderson Road south of SE 15th Street and north of SE 29th Street in the City of Midwest City, Oklahoma. This property is presently R-6 (Single-Family Detached Residential) with a 10-acre circle in the middle that is zoned A-1 with a special use permit for an oil and gas well.

The property is described as a portion of the East half of Section 8, Township 11 North, Range 1 West of the Indian Meridian, Oklahoma County, Oklahoma.

2.0 LEGAL DESCRIPTION

OVERALL PROPERTY

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION EIGHT (8), TOWNSHIP ELEVEN NORTH (11), RANGE ONE WEST (1) OF THE INDIAN MERIDIAN, (I.M.), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH FORTY (40) ACRES OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN NORTH (11), RANGE ONE WEST (1) OF THE INDIAN MERIDIAN, (I.M.)

IN ADDITION, THE NORTH 210 FEET OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHT (8), TOWNSHIP ELEVEN NORTH (11), RANGE ONE WEST (1) OF THE INDIAN MERIDIAN, (I.M.) BEING MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID SE/4.

CONTAINING 2,296,800 Sq. Ft. OR 52.73 ACRES MORE OR LESS.

3.0 DEVELOPER

The development of the Planned Unit Development of Anderson Crossing is Sedona Lakes, LLC. 1500 SW 35th Street, Moore, OK 73160

4.0 SITE AND SURROUNDING DEVELOPMENT

This property is presently zoned R-6 (Single-Family Detached Residential) with a 10 acre circle in the middle that is zoned A-1 with a special use permit for an oil and gas well. The property surrounding the proposed PUD is zoned as follows:

North: Zoned R-6.

South: Zoned R-6.

East: Zoned PUD & R-6.

West: Zoned R-6.

5.0 SITE TOPOGRAPHY AND DRAINAGE

The property generally slopes to the west.

Storm water detention will be provided for the entire project site.

Natural, grass-lined drainage ways shall be permitted through common areas provided drainage ways meet the 100-year storm discharge capacity.

6.0 SERVICE AVAILABILITY

6.1 STREETS

This Planned Unit Development property will have an access to S. Anderson Road on the East. Streets within the proposed development will be public streets.

6.2 UTILITIES

6.2.1 WATER SERVICE

There are existing 12" water lines located on the east side of the property along S. Anderson Road.

6.2.2 SANITARY SEWER SERVICE

There is an existing 8" sanitary sewer line located along a portion of the Northern side of the property.

6.2.3 GAS LINE, TELEPHONE & ELECTRIC SERVICES

Gas, electrical, telephone and cable lines are available to adequately meet the needs of the development. All necessary steps will be followed to coordinate the efforts of the various utilities in order to provide service for the site.

6.3 FIRE PROTECTION

Fire hydrants will be installed at the required spacing within Anderson Crossing so that each building site is covered for fire protection. Fire Station #5 is located approximately 2 miles northwest on Westminster Road.

7.0 SCOPE AND CONCEPT

This PUD will be governed by the R-6, Single Family Detached Residential District regulations, except as expressly provided herein.

The Subject PUD seeks to develop a single-family residential development conducive to needs of the community. The proposal for 205 single-family dwellings at a density of 3.89 units per acre,

along with approximately 10.91 acres of planned common area that will be used for natural park setting and drainage conveyance.

Land Area Use	
Zoning	R-6
Area	52.73 Acres
Unit Count	205
Maximum Density	3.89 Units/Acre
Minimum Lot Width	54 feet
Minimum Lot Area	6,480 Square Feet
Maximum Lot Coverage	65% Including Accessory Structures
Front Setbacks	25 Feet (with 5 foot variation per city regulations)
Side Setbacks	7 Feet
Rear Setbacks	20 Feet
Minimum House Size	1,200 Square Feet
Maximum Height	35 Feet
Minimum Parking	2 Per Dwelling

8.0 SPECIAL DEVELOPMENT REGULATIONS

The use and development regulations set out herein shall control the development and use of the property described. In case of a conflict between the regulations set out in this Planned Unit Development and ordinances contained in the Planning and Zoning Code Regulations for the City of Midwest City, the use and development regulations contained in this Planned Unit Development shall take precedent and control the development and use of the property.

9.0 LANDSCAPING

The subject parcel shall meet all requirements of the City of Midwest City Landscaping Ordinance in place at the time of development.

Landscape Buffers to include: (1) Thoroughfare Screening along lots abutting S. Anderson Road (2) a minimum of two (2) front yard trees per lot.

10.0 COMMON AREAS & GREEN SPACE

Approximately 10.91 acres of property will be reserved for detention and to provide greenspace for use and benefit of the residents.

Maintenance of common areas shall be the responsibility of the Property Owners Association. No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, that shall cause blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common area intended for use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks and benches shall be permitted if installed in a manner to meet the requirements specified above.

11.0 HOME DESIGN STANDARDS

Residences within the PUD shall be of similar design and quality as shown in Exhibit B, attached hereto. Materials will include a combination of brick, stone, and siding in a variety of styles, such as board and batten and shake shingle. Masonry will be incorporated into every home and shall meet the minimum required total masonry coverage of 85 percent, and 100 percent on the façade facing the street, set forth by the city of Midwest City.

Section 5.15 Single-Family Driveways and Garages shall not apply to this PUD.

12.0 SUBDIVISION SIGNAGE

An attractive subdivision identification sign will be located at the entrance into the subdivision. The sign shall be no taller than 8 feet in height and no larger than 120 square feet in surface area. The size and location of the sign shall comply with the City's sign ordinance.

13.0 DEVELOPMENT SEQUENCE

The subject Planned Unit Development shall be developed in phases in accordance with the Midwest City Subdivision regulations.

EXHIBITS

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

- A. Master Development Plan
- B. Single-Family Home Elevation

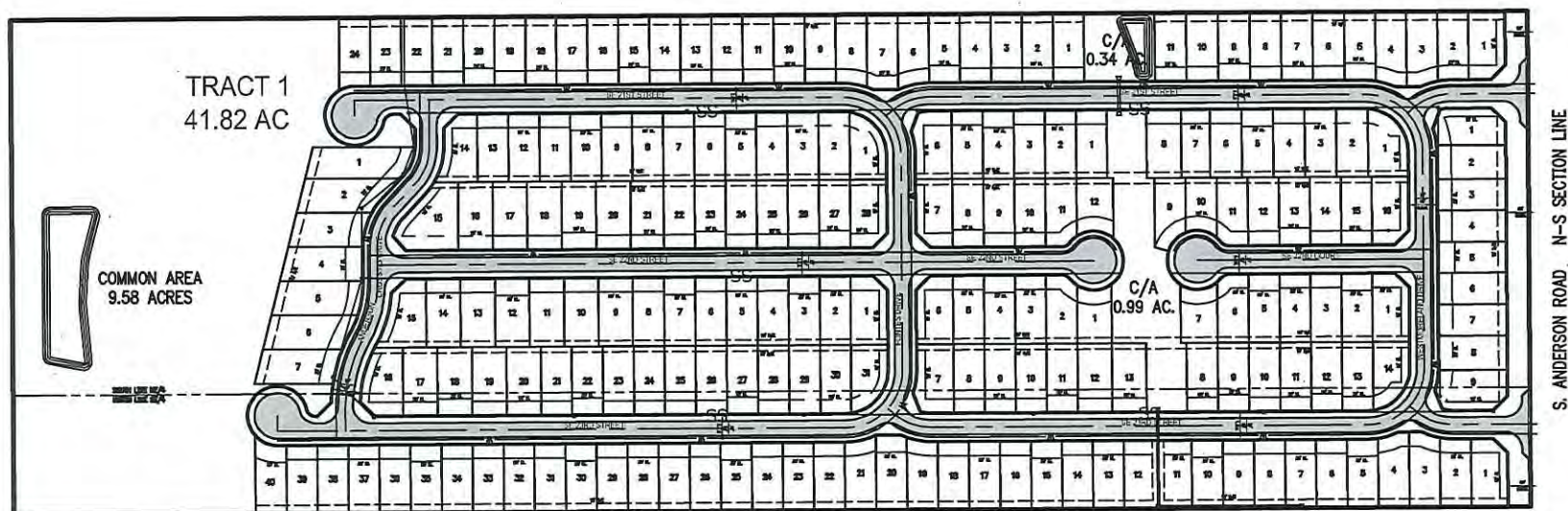
EXHIBIT 'A'

MASTER DEVELOPMENT PLAN

OF

ANDERSON CROSSING

PART OF THE E/E OF SECTION 8
TOWNSHIP 11 NORTH, RANGE 1 WEST, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



MASTER DEVELOPMENT PLAN ANDERSON CROSSING

300 Painted Parkway Blvd.
Yukon, Oklahoma 73099



Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
OK 193 (P.E.) 01000405010

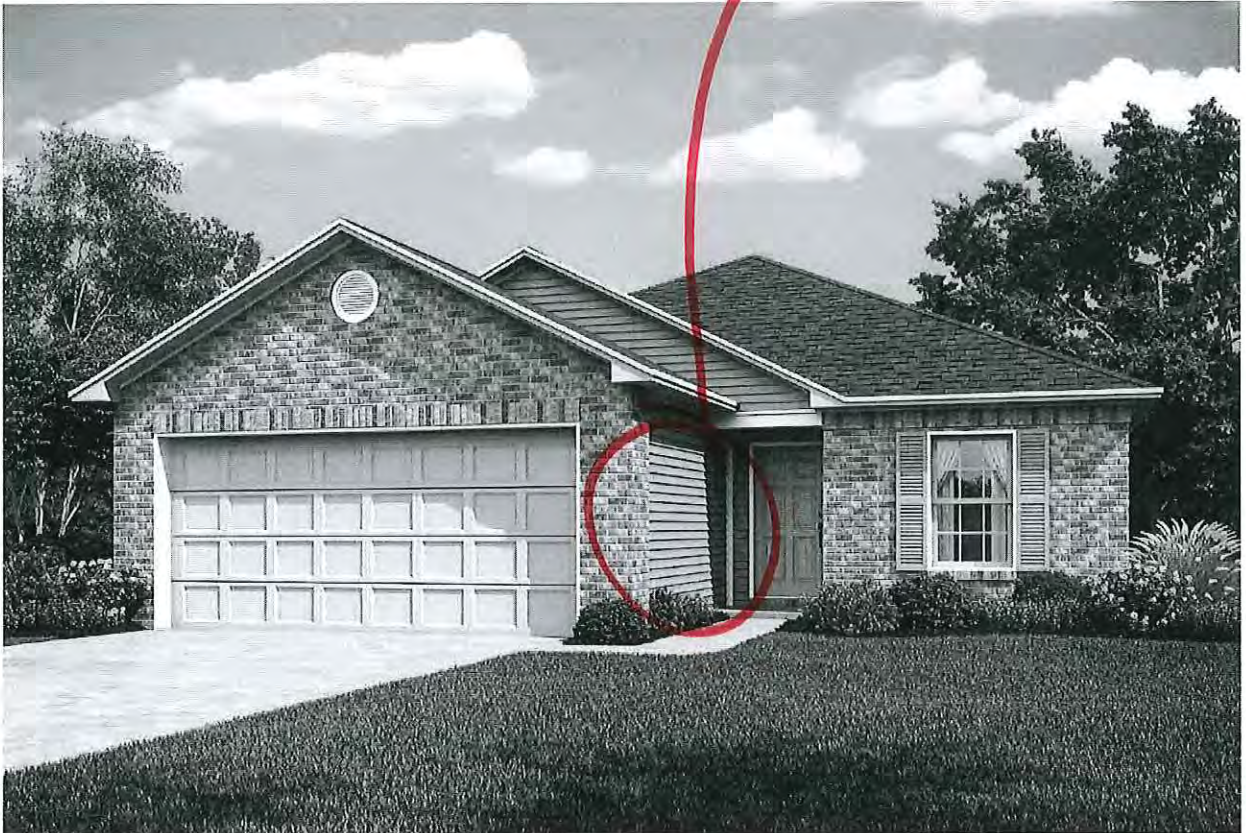
SHEET NO.: 1 OF 1
DATE: 03/22/2017
PROJECT NO.: 17600900

EXHIBIT 'B'

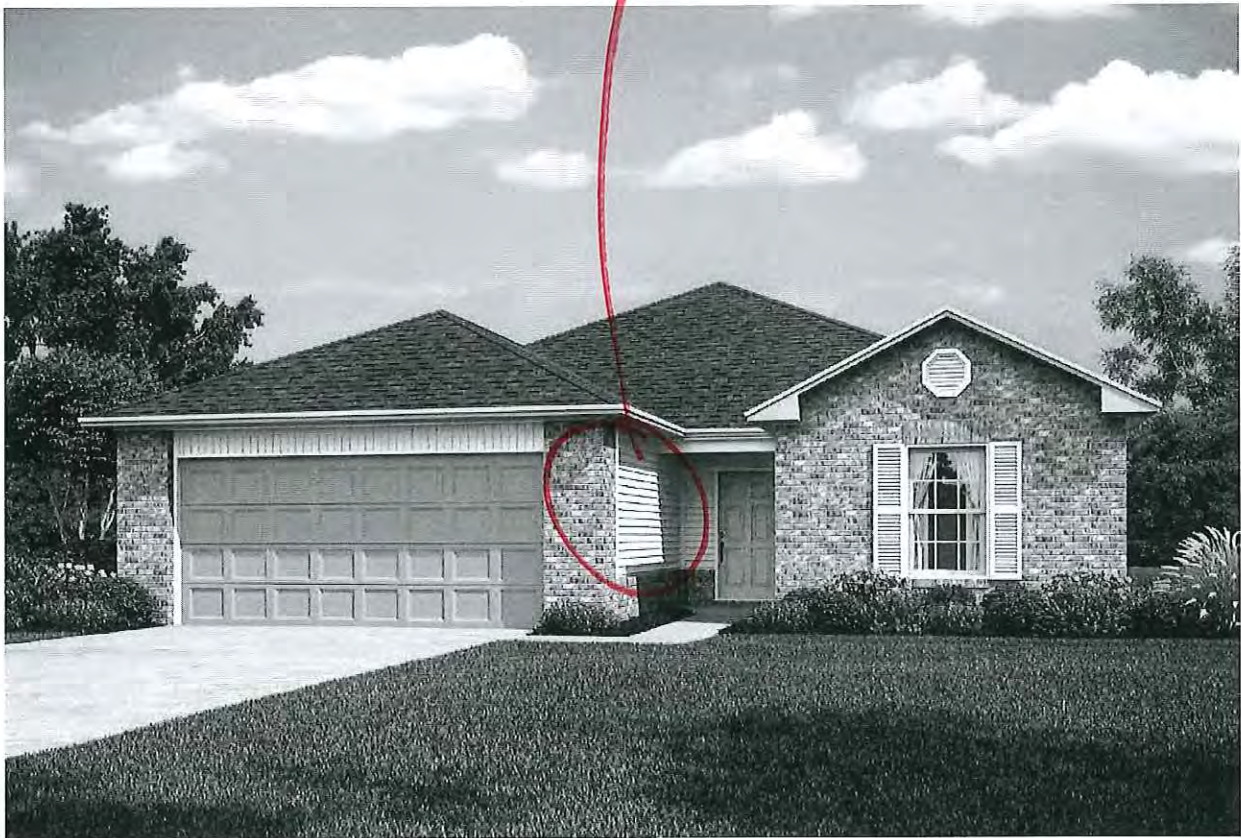
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SLR ENTERPRISES LLC

P.O. Box 30876
Midwest City, OK 73140
(405)317-9916
(405)627-5637

March 29, 2017

City of Midwest City,

I have received your notification of the proposed new housing development on Anderson Road, 2101 S. Anderson Road. I would like to go on record as protesting the rezoning of this property.

I own 5 acres just north of the location and I would like to keep our country feel intact. We choose to live in this area for the country feel, yet close to town for many reasons.

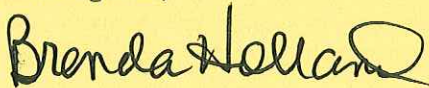
All houses within a mile of this, except for Oakwood East housing addition on 15th, are on 1 acre or larger lots. The proposed houses for this addition do not even meet the 1400 sq.ft. requirement set forth by the city. These houses do not compare to the house sizes in the area even if they met the 1400 sq.ft. requirement. All the houses in this area are in a higher price range and rezoning will bring down the property value of not only our houses on Anderson, but Tuscany Ridge and Jaycie Place. This will cheapen my neighborhood! If I wanted that I would have moved to Del City. I feel residents in Midwest City do not want more properties in this area that are cookie cutter tract homes. We already have smaller homes in Oakwood East and Turtlecreek.

These houses will likely quickly become rent houses in the future. I own several properties in the older parts of Midwest City that are rentals and the city has enough rentals. We already have the apartments going in on 15th street which are causing Anderson and S.E. 15th Streets to be much busier and causing long lines of stop and go traffic.

Not to mention the fact that Choctaw-Nicoma Park Schools may not even be able to handle the rush of children this might bring. This has already happened to many of our schools in Edmond, Piedmont, etc. The elementary is brand new and already has barracks because there is not enough room for all the kids.

I totally understand new progress means more tax dollars for our community, etc., but at what cost, crowded schools, more traffic, crime, etc.? I am very proud to say I live in Midwest City and have been a resident of this community most of my life. I choose to live here because I feel our community is the best in the Oklahoma City Area. Please consider the repercussions this may cause in OUR COMMUNITY!

Warm regards,



SLR Enterprises LLC

Brenda Holland

March 29, 2017

Planning Commission
City of Midwest City, Oklahoma
100 N. Midwest Blvd.
Midwest City, OK 73110

My name is Richard Sowder and I live at 1925 S. Anderson Rd. I own approximately 5 acres to the north of the proposed PUD. At this time I am formally protesting the design of the Anderson Crossing Planned Unit Development. As an individual property owner, I am concerned with the 1,200 square foot minimum house size and the density of the development proposed. At a minimum, I feel that the Anderson Crossing development should have a larger minimum square footage requirement (1,500 – 1,700 square feet) that is more in line with the R-8 development standards.

Please take my concerns into consideration when reviewing the Anderson Crossing PUD and the aesthetic impact this development will have against the south side of my property. I will be attending the hearing on Tuesday, April 4th along with several other homeowners from nearby properties to further represent our interest.

Sincerely,



Richard Sowder, Jr.

March 29, 2017

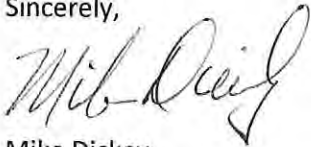
Planning Commission
City of Midwest City, Oklahoma
100 N. Midwest Blvd.
Midwest City, OK 73110

Dear Planning Commission Members,

I am the President of the Tuscany Ridge HOA and represent the members of our association in protesting the design of the Anderson Crossing Planned Unit Development. As individual property owners as well as a community, we are concerned with the planned 1,200 square foot minimum house size and the density of the development proposed. At a minimum, it is our opinion that the Anderson Crossing development should have a larger minimum square footage requirements (1,400 – 1,500 square feet) that is more in line with the R-8 development standards.

Please take our concerns into consideration when reviewing the Anderson Crossing PUD and the aesthetic impact this development will have given the only entrance into Tuscany Ridge will be directly across from Anderson Crossing. I plan to attend the hearing on Tuesday, April 4th along with several other Tuscany Ridge homeowners to further represent our interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Dickey", written in a cursive style.

Mike Dickey
President, Tuscany Ridge HOA
12045 Tuscany Ridge Road
Midwest City, OK, 73130



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
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: May 23, 2017

Subject: PC-1896 – Anderson Crossing PUD application and PC-1897 – Anderson Crossing Preliminary Plat application

As the Council is aware, the PUD and Preliminary Plat applications for the proposed Anderson Crossing development were continued at the request of the applicant at the April 25, 2017 City Council meeting.

On April 26, 2017, staff contacted the applicant, Gene Methvin by telephone and explained that the continuance had been granted. Staff offered to meet with the applicant in order to work towards a compromise that would meet the intent of the Zoning Ordinance, Subdivision Regulations and Comprehensive Plan and his intention of creating a residential development.

On May 5, 2017, staff met with Mr. Box and Mr. Stonecipher, attorneys representing the applicant and again offered our assistance in ensuring that the proposed development met the intent of our ordinances.

On May 8, 2017, staff received an email from the design engineer requesting that the Anderson Crossing PUD and Preliminary Plat applications be pulled from the agenda.

Regarding PC-1896, the Anderson Crossing PUD, staff recommends denial of the PUD as presented.

Regarding PC-1897, the Anderson Crossing Preliminary Plat, staff recommends that the Council deny this application. Section 38-18.5 of the Subdivision Regulations states that the Council shall act on preliminary plat applications within sixty (60) calendar days following the action of the Planning Commission. If no decision is rendered by the City Council within the sixty (60) day period, the Preliminary Plat, as submitted, shall be deemed approved. As of today, it has been 49 calendar days since the Planning Commission made their recommendation to deny the application.

Billy Harless, AICP
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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COMPREHENSIVE PLANNING
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: April 25, 2017

Subject: (PC – 1897) Public hearing with discussion and consideration of approval of the Preliminary Plat of Anderson Crossing for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Dates of Hearing: Planning Commission – April 4, 2017
City Council – April 25, 2017

Ward: Ward 6, Councilmember Jeff Moore

Owners: Ann Westmoreland, Carol Russell and Ruth Fontes

Applicant: Gene Methvin

Engineer: Brad Reid, Crafton Tull

Proposed Use: 205 single-family lots

Size: The area of request has a frontage along S. Anderson Road of approximately 870 ft., and a depth of approximately 2640 ft., and contains an area of approximately 52.73 acres.

Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential

South, East and West – Low Density Residential

North –LDR, Low Density Residential and POS, Parks/Open Space

Zoning Districts:

Area of Request –R6, Single Family Residential and A-1, General Agriculture

North, South and West – R6, Single Family Residential

East – PUD, Planned Unit Development and R-6, Single Family Detached Residential

Municipal Code Citation:

38-3. Purpose

38-3.1 Protection of Public and Private Interest

The development and subdivision of land, as they affect a City's quality of life, are activities for which regulation is a valid function of City government. The regulations contained within this Subdivision Ordinance are intended to protect the interest of the public and of private parties by granting certain rights and privileges.

38-18.1. Purpose

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

History:

1. This area has been zoned R-6, Single Family Detached Residential since the adoption of the 1986 Zoning Map.
2. An approximately 8 acre circle in the middle of the property was rezoned to A-1, General Agriculture with a Special Use Permit for an oil and gas well in August of 1985.
3. This area has never been platted.
4. The Planning Commission recommended denial of this request on April 4, 2017.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

Section 38-18 in the Subdivision Regulations requires all existing and proposed public water mains be reflected on the preliminary plat.

A twelve (12) inch public water main is located on the east side of Anderson Road in the street right-of-way extending along the east side of the area of request. An eight (8) inch public water main is located in a dedicated public utility easement located along and adjacent to the north side of the area of request.

The applicant proposes to construct multiple public water line extensions through the site to provide service to the area of request.

Improvement plans for the water line extension must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvement will be constructed and accepted by the city prior to any application for a final plat.

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

Sanitary Sewer Collection and Disposal

Section 38-18 in the Subdivision Regulations requires all existing and proposed public sanitary sewer mains be reflected on the preliminary plat.

An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the northern boundary of the area of request. An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the western boundary of the area of request.

The applicant proposes to construct multiple public sewer line extensions through the site to provide service to the area of request.

Improvement plans for the sewer line extensions must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvements will be constructed and accepted by the city prior to any application for a final plat.

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

Streets and Sidewalks

Section 38-18 in the Subdivision Regulations requires all existing and proposed public streets and sidewalks be reflected on the preliminary plat.

Access to the area of request is available from Anderson Road. Anderson Road is classified as a secondary arterial in the 2008 Comprehensive Plan. Anderson Road is a two (2) lane, 26-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterials and presently, Anderson Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

All right of way grants to the city will be required to be dedicated on the final plat.

The applicant proposes to construct new public roads with multiple cul-de-sacs in the site to provide service to the area of request. Sidewalks are required on the frontages of the proposed roads throughout the area of request.

Improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvement will be constructed and accepted by the city prior to any application for a final plat.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is partly from the southwest to the northeast, but mainly from the east to the west via overland flow. Currently, the area of request is undeveloped. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood

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Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEA requirements concerning floodplain development, including acquiring all necessary permits.

Section 38-18 in the Subdivision Regulations requires all existing and proposed public storm sewer pipes be reflected on the preliminary plat.

The applicant proposes to construct detention ponds to service the area of request.

Plans for the drainage improvements must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvements will be constructed and accepted by the city prior to any application for a final plat.

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

Easements and Right-of-Way

The required easements and right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed. All proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the preliminary plat.

The flood plain of Choctaw Creek runs along the west side of the area of request. It is designated in Midwest City's Trails Master Plan as a part of a future extension of the city's trail system. As a part of this application, the applicant will be required to designate the 100 year flood plain as a drainage and trail easement on the final plat.

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

Storm Water Quality

There are two USGS blue-line creeks running through the property, Choctaw Creek to the west and Choctaw Creek Tributary 4 West Branch running through the eastern third. The Oklahoma Department of Environmental Quality's (ODEQ) 2012 OKR10 General Permit for Stormwater Discharges Associated with Construction Activities (OKR10) states the following:

"In order to minimize sediment discharges, if any waters of the State are located on or immediately adjacent to your site, you must maintain at least fifty (50) feet of natural buffer zone, as measured from the top of the bank to disturbed portions of your site, from any named or unnamed receiving streams, creeks, rivers, lakes or other water bodies unless 100 feet of natural buffer is required by Part 1.3.2.E. There are exceptions from this requirement for water crossings, limited water access, and stream restoration authorized under a CWA Section 404 permit."

This requirement will need to be included in the Stormwater Pollution Prevention Plan (SWP3), and in the Erosion and Sediment Control (ESC) plan. Management of concentrated run on water flow from the south and east needs to be addressed during the grading and construction process.

Fire Marshal's Comments:

The Fire Marshall has reviewed the application for this proposed preliminary plat under Chapter 15 of the municipal code. The Fire Marshall requests that "Westmoreland Drive" be renamed as there is already a Westmoreland Ave. off of 10th Street in Midwest City. The applicant may submit alternative street names for review by staff prior to application for the Final Plat. All requirements of Chapter 15 regarding fire hydrants and fire protection will need to be met with preliminary plat of the area of request.

GIS

In addition to the Fire Marshall's comments about the name Westmoreland Drive within the proposed subdivision, the GIS Coordinator has requested that SE 22nd Court be renamed to SE 22nd Street.

Plan Comments:

This proposed Preliminary Plat has been prepared in order to create a total of 205 single family detached lots. This preliminary plat is associated with the PUD that was heard prior to this item.

Two new curb-cuts along S. Anderson Road will provide access to the area of request. The Subdivision Regulations require at least 2 access points for developments consisting of more than 50 lots. This requirement is satisfied by the design of the proposed subdivision.

The Park Land Review Committee met on March 16, 2017 to review the proposed park land/open space. According to the calculations provided in the 2012 Subdivision Regulations, the applicant is required to provide 1.04 acres of park land/open space. The applicant is proposing 1 area of park land/open space totaling 9.576 acres. Rather than dedicating park land to the City, the park land/open space will remain under the private ownership the homeowners association. The HOA Covenants must be provided to staff with the Final Plat application and provisions for care and maintenance of the park land/open space must be included.

As required under section 38-53.4 of the 2012 Midwest City Subdivision Regulations, the applicant has prepared and submitted a Tree Canopy Management Plan. The applicant plans to remove a majority of the trees and is therefore required to submit a Tree Mitigation Plan. Under section 38-53.6 (A) the applicant may only remove trees located in any street right-of-way and located within any area dedicated for water, wastewater, and drainage and in any other infrastructure needs. The remaining tree canopy must remain or be restored through a Tree Mitigation Plan. The applicant has submitted a Tree Mitigation Plan. There is 1,775,380 square feet of tree canopy in the entire area of request. The applicant plans to leave 411,200 square feet of existing tree canopy. The Tree Mitigation Plan that was submitted shows that the canopy being removed from areas not intended for infrastructure will be replaced. The applicant used the mature size of the replacement trees and is proposing replacement tree canopy coverage of

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1,006,850 square feet. It should be noted that the Tree Mitigation Plan shows some trees in the front yards on the property lines. The Zoning Ordinance requires that 2 trees be planted in the front yard of each lot. This will be a requirement in order to receive a Certificate of Occupancy. The Tree Mitigation Plan meets the requirements of the Subdivision Regulations and therefore, staff recommends approval. Section 38-53.7(B)(2)(I) of the Subdivision Regulations states that “replacement trees shall be planted prior to the approval of a Final Plat and shall be installed using best management practices.”

Thoroughfare screening is a requirement of the Subdivision Regulations. The PUD states that a thoroughfare screening will be provided with a landscaped buffer. The Subdivision Regulations requires a minimum 10' landscape edge, a continuous 6' to 8' high solid masonry wall (which can be “staggered” or offset with landscape plantings or a continuous 4' to 8' high ornamental metal fencing. One 2.5 caliper tree may be planted per 30' of frontage. The thoroughfare screening must be installed and approved prior to application of a Final Plat.

The Subdivision Regulations list the following as mechanisms for traffic calming:

- Textured pavement or striping at crosswalks at intersections
- Raised crosswalks at every other intersection
- Traffic island or circle at intersections
- Chicanes

Staff would recommend that at least one of these mechanisms be used as a traffic calming device within the subdivision.

There were several residents at the April 4, 2017 Planning Commission meeting. Richard Dorn of 11708 Lorene was present and asked if his fence will be replaced if they have to take it out for utilities. Staff explained that the fences will be put back up if they have to be taken down. Commissioner Wicker asked the applicant if he met with the surrounding neighbors. Mr. Reid stated that he did not meet with the surrounding neighbors prior to the meeting. Commissioner Smith noted that the traffic calming devices as listed in the staff report would be good for the area. Commissioner Greil stated that he is not against new development but our ordinances do not support this type of development. He recommended that the applicant go back to the drawing board and meet with the neighbors. Gerard Earnest of 11704 Lorene was present and spoke of the drainage problems he has experienced since he moved to Oakwood East in the 1980's. He asked if the landscaping that he's had done will have to be replaced if it is disturbed due to utility work. The commissioners and staff explained that landscaping does not have to be replaced as is. Fences will be put back if they must be taken down. Mr. Earnest expressed a desire to be notified before utility work is to begin. Collette Raulston of 11636 Lorene also expressed concerns about drainage and asked if there would be retaining walls. Commissioner Wicker explained that it is too early to tell if they will be necessary. Ms. Raulston asked if anything could be built on the utility easement and Mr. Menefee confirmed that nothing could be built on the easements.

The Planning Commission recommended denial of this request.

Recommendation:

As staff did not recommend approval of the PUD as written that was heard prior to this item, we also cannot recommend approval of this preliminary plat because of the significant variances to the Zoning Ordinance and Comprehensive Plan. If the PUD is approved by the Council, staff would recommend that approval of this preliminary plat be subject to staff comments listed in this report.

Action Required: Approve or reject the Preliminary Plat of Anderson Crossing for the property located as noted herein, subject to the staff comments and recommendations as found in the April 25, 2017, agenda packet, and as noted in PC – 1897 file.

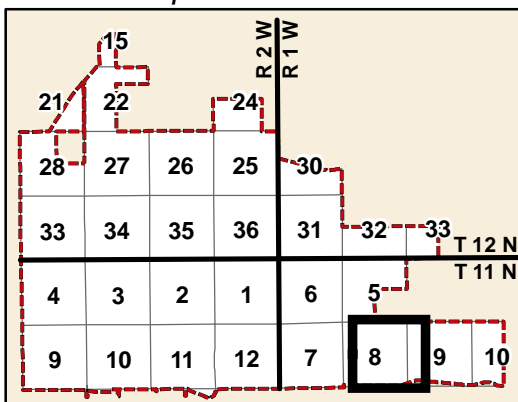
A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP
Community Development Director

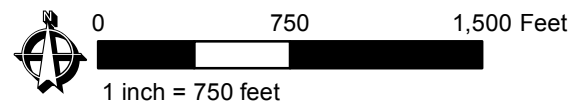
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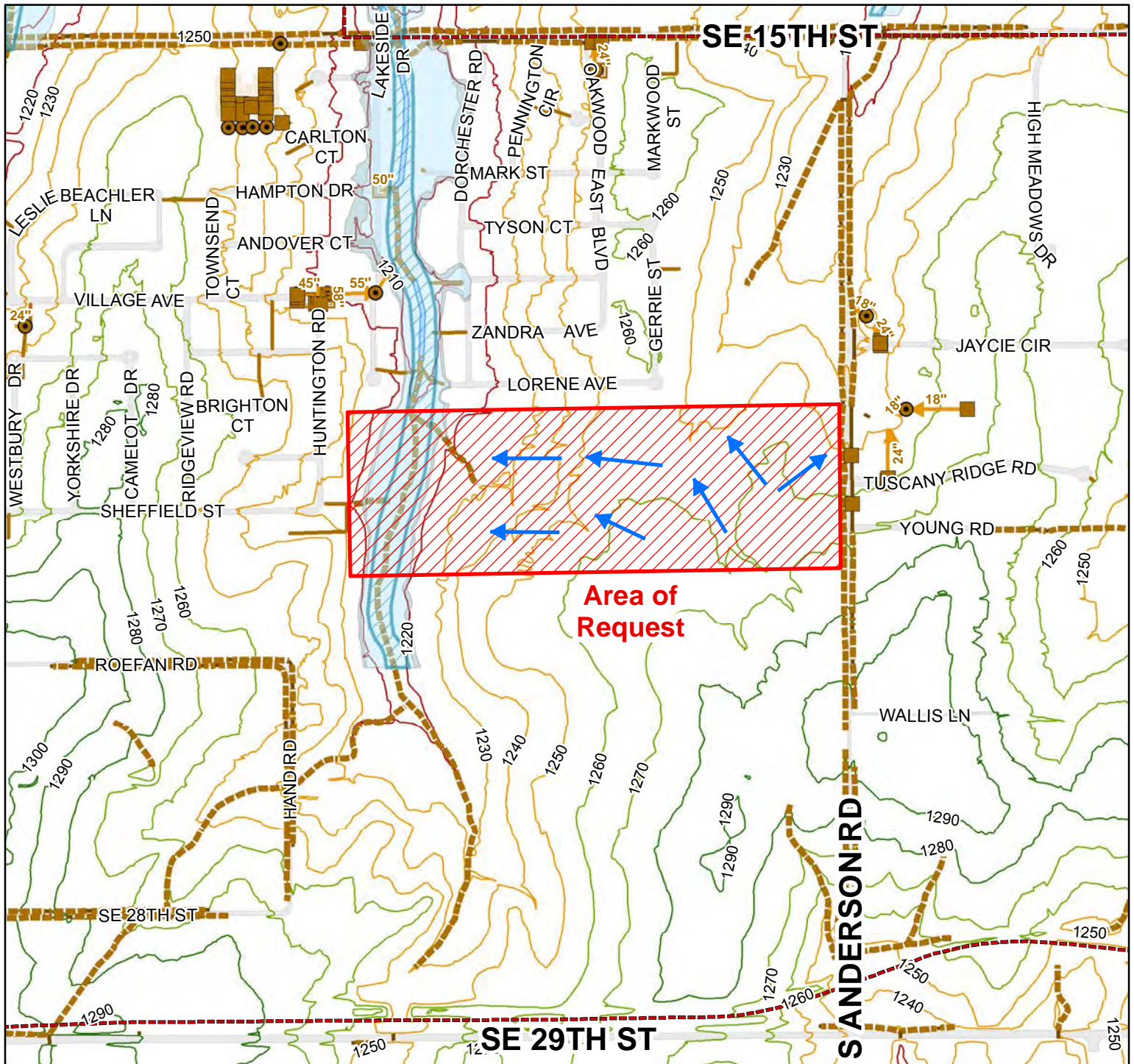
Locator Map



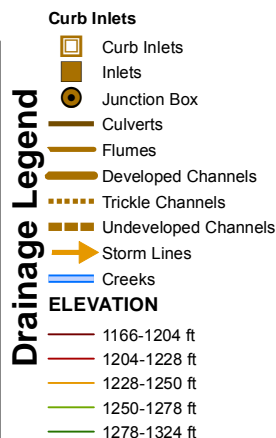
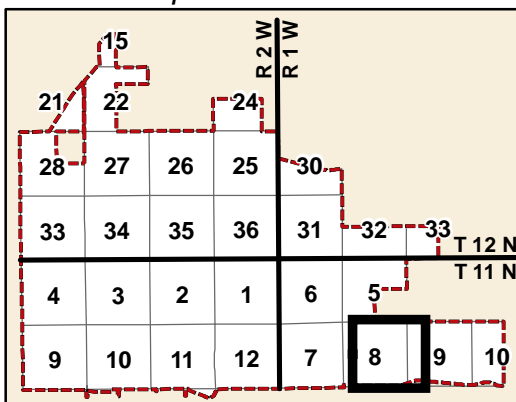
2015 DOP (AERIAL) VIEW FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



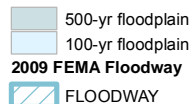
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Locator Map



2009 FEMA Floodplains



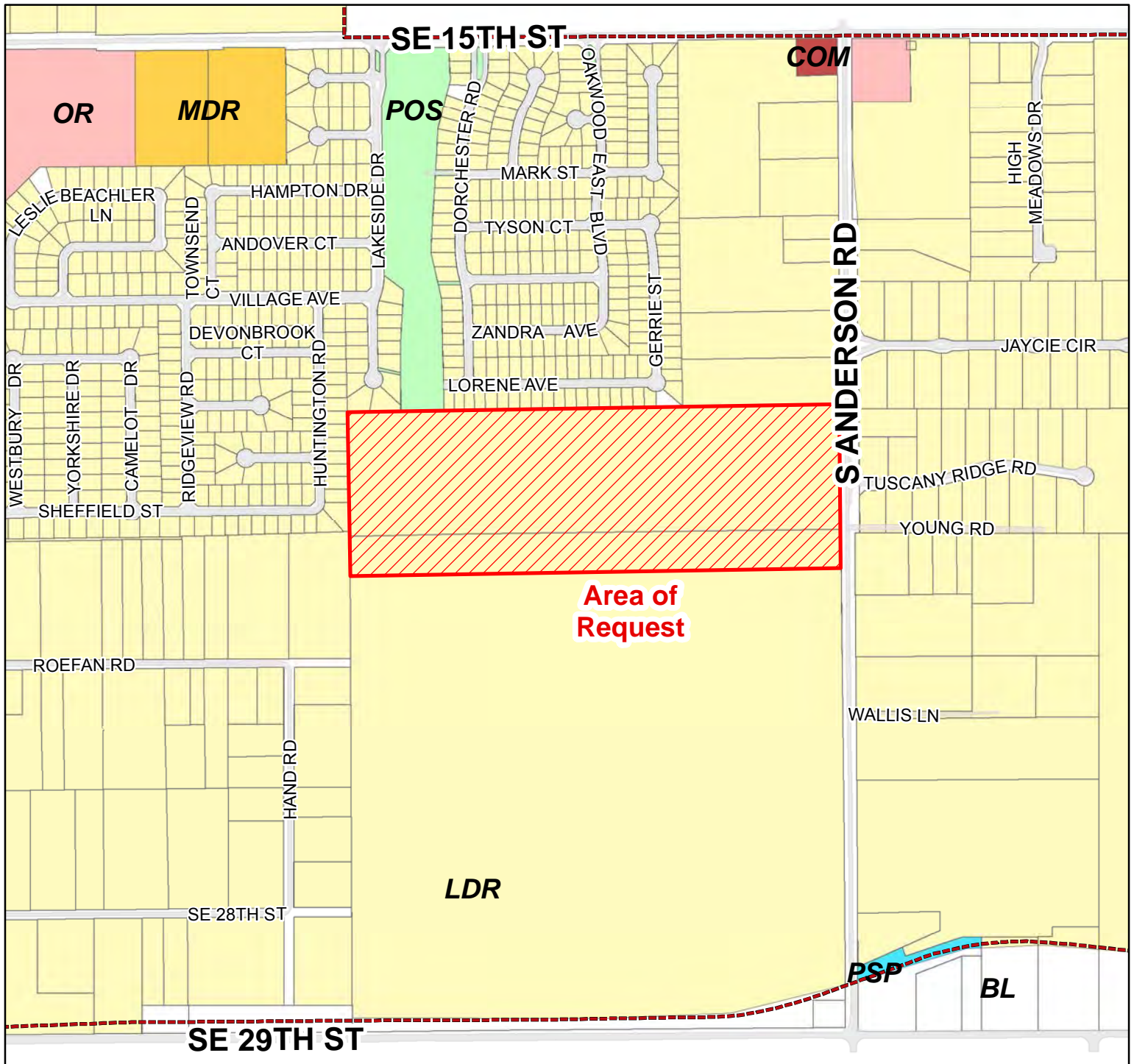
DRAINAGE LOCATION MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



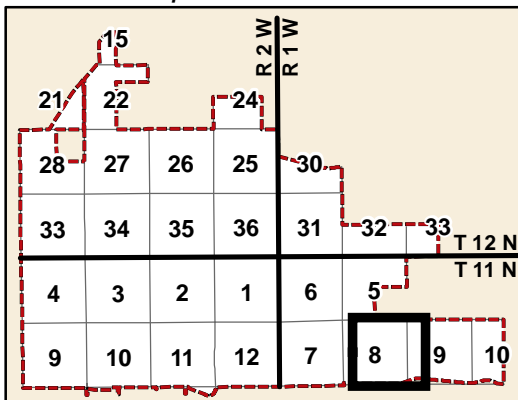
0 750 1,500 Feet

1 inch = 750 feet

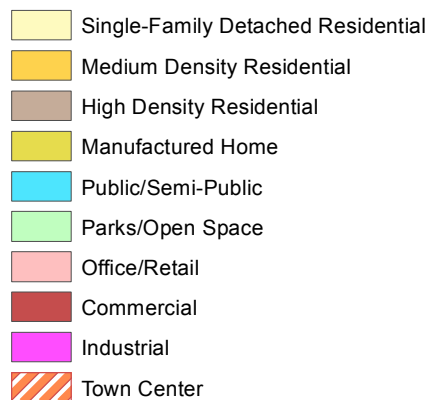
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Locator Map



Future Land Use Legend



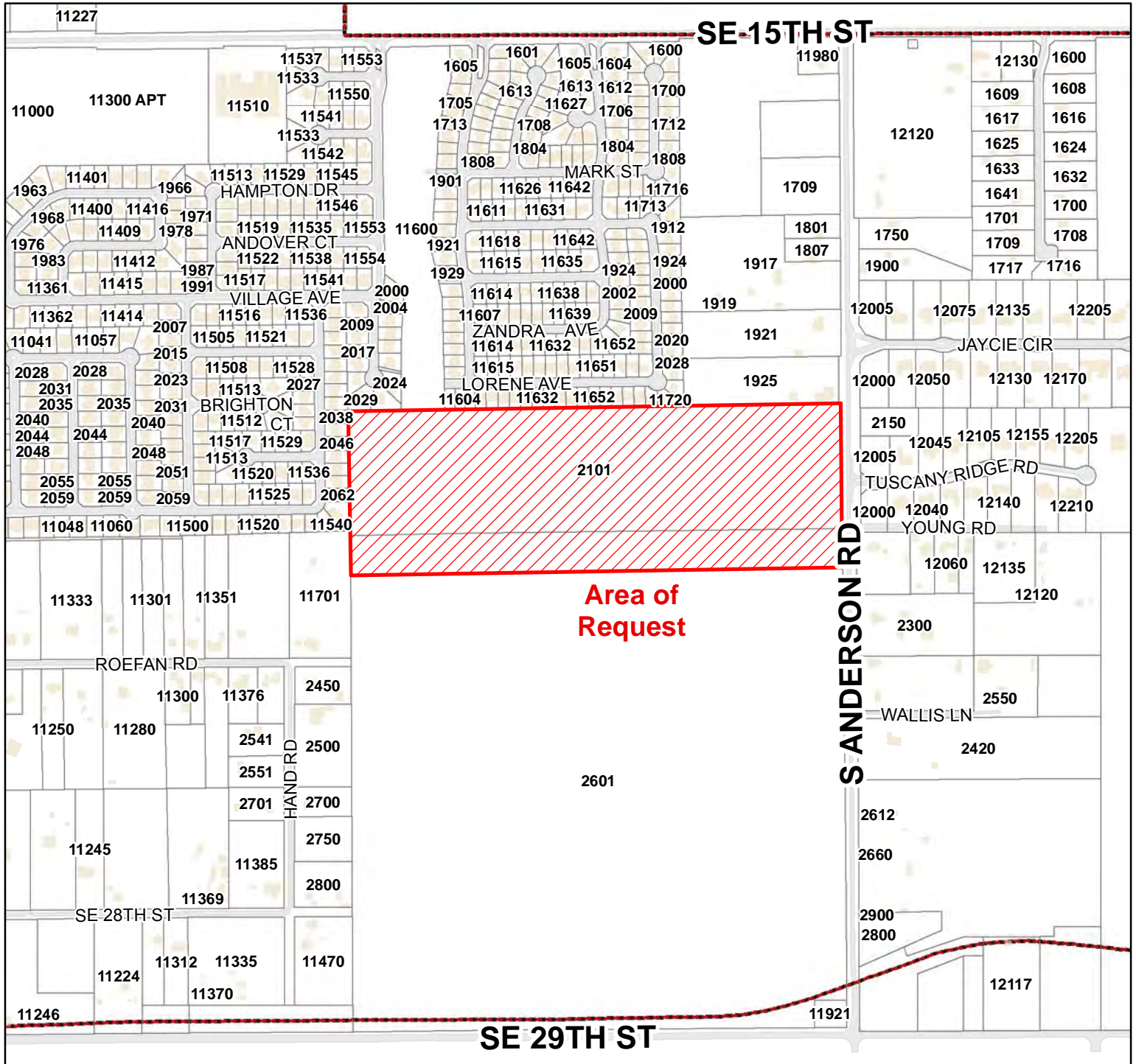
FUTURE LAND USE MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)



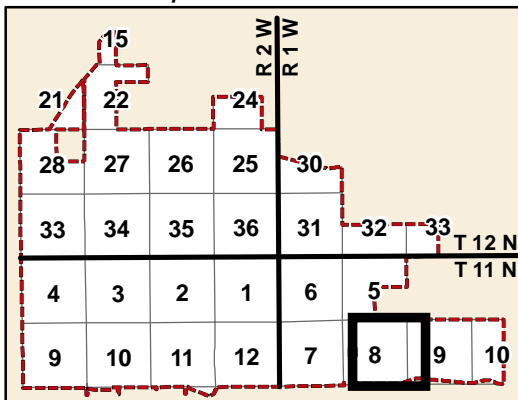
0 750 1,500 Feet

1 inch = 750 feet






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Locator Map



General Map Legend

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

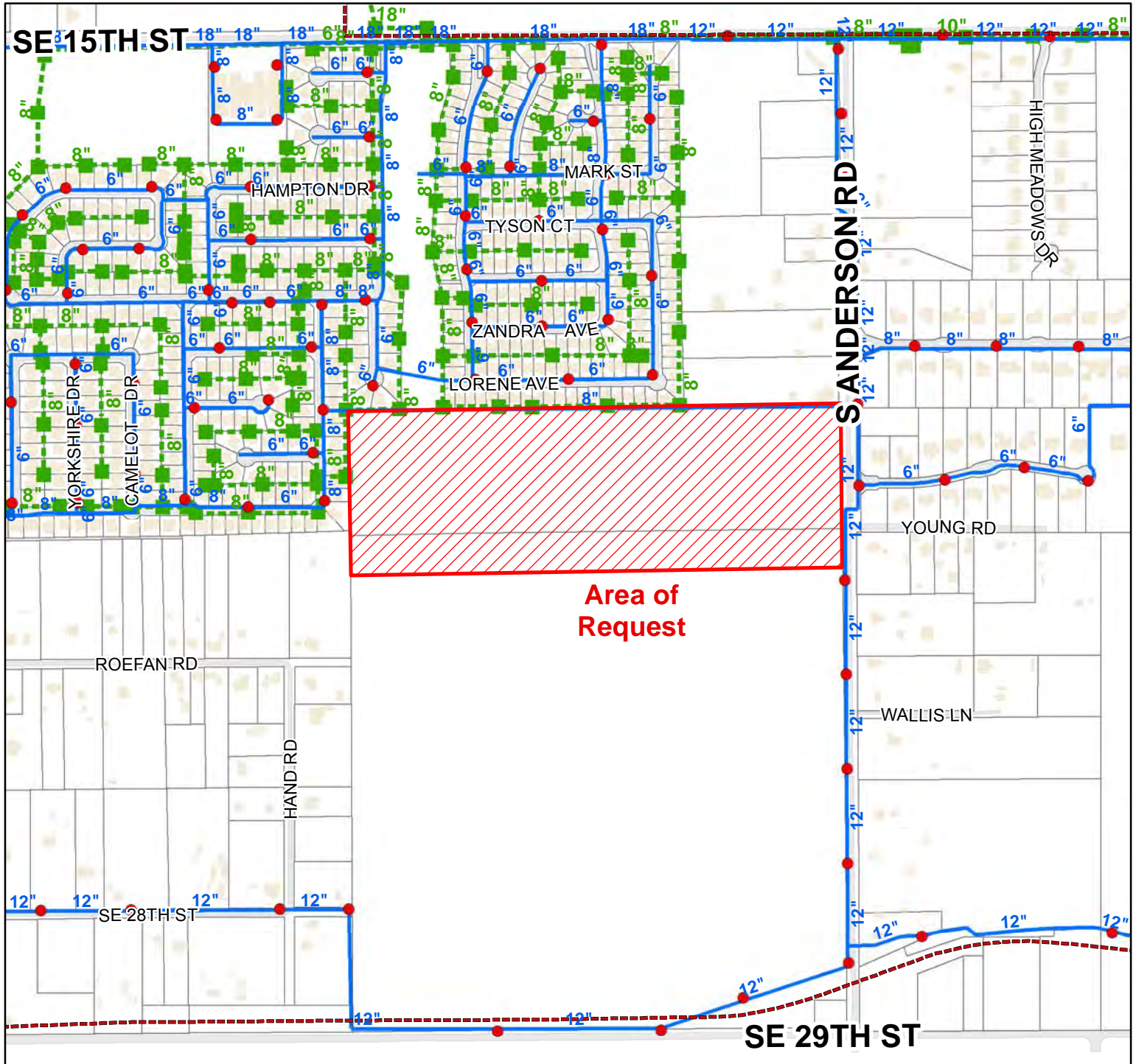
**GENERAL MAP FOR
PC-1896 & PC-1897
(E/2, Sec. 8, T11N, R1W)**



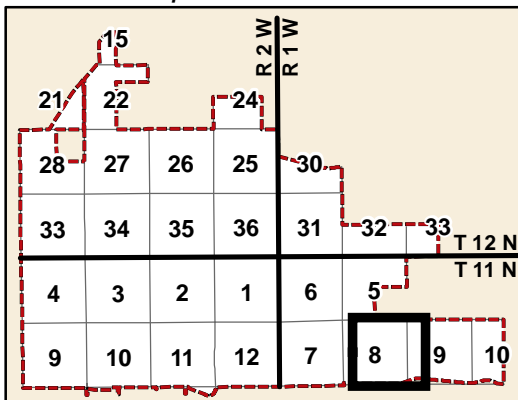
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Locator Map



Water/Sewer Legend

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

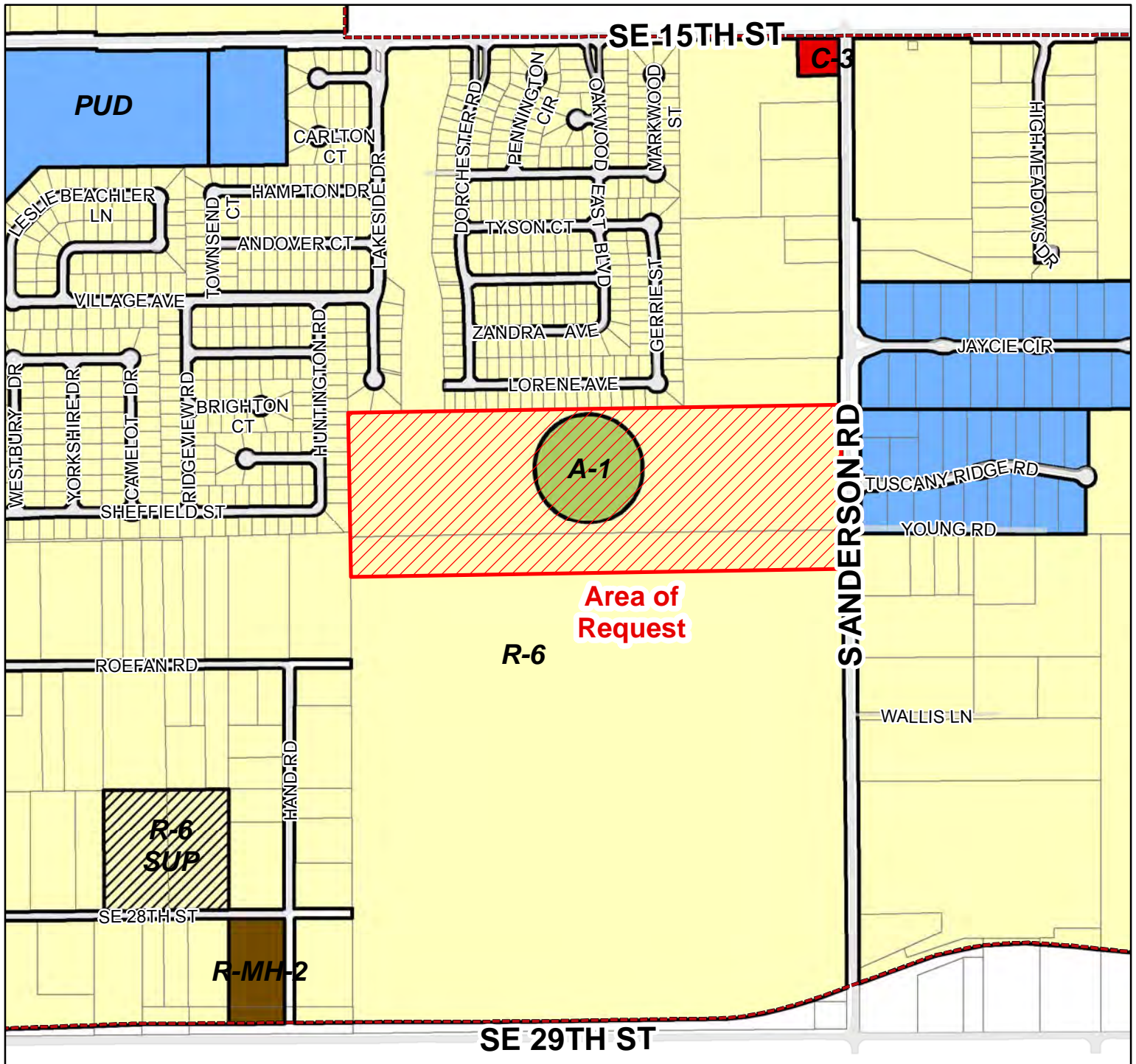
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1896 & PC-1897
(E/2, Sec. 8, T11N, R1W)**



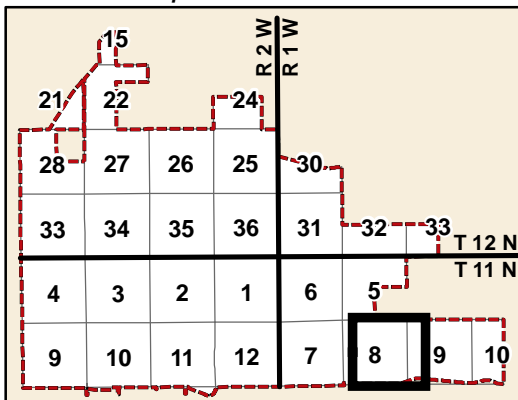
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Locator Map



Current Zoning Legend

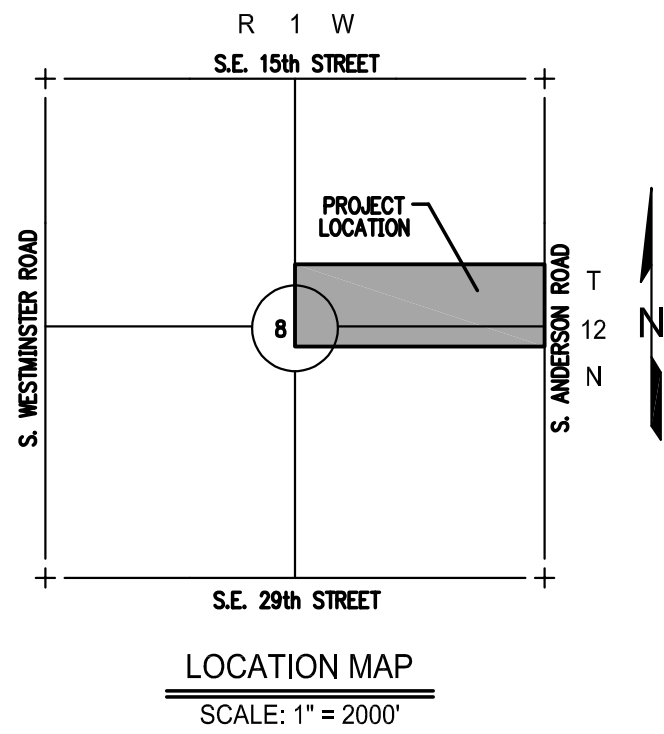
A-1	I-3	R-2F
A-1 SUP	O-1	R-MD
C-1	O-1 SUP	R-MD SUP
C-1 SUP	O-2	R-HD
C-2	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
I-2 SUP	R-35	HOS SUP

ZONING MAP FOR PC-1896 & PC-1897 (E/2, Sec. 8, T11N, R1W)

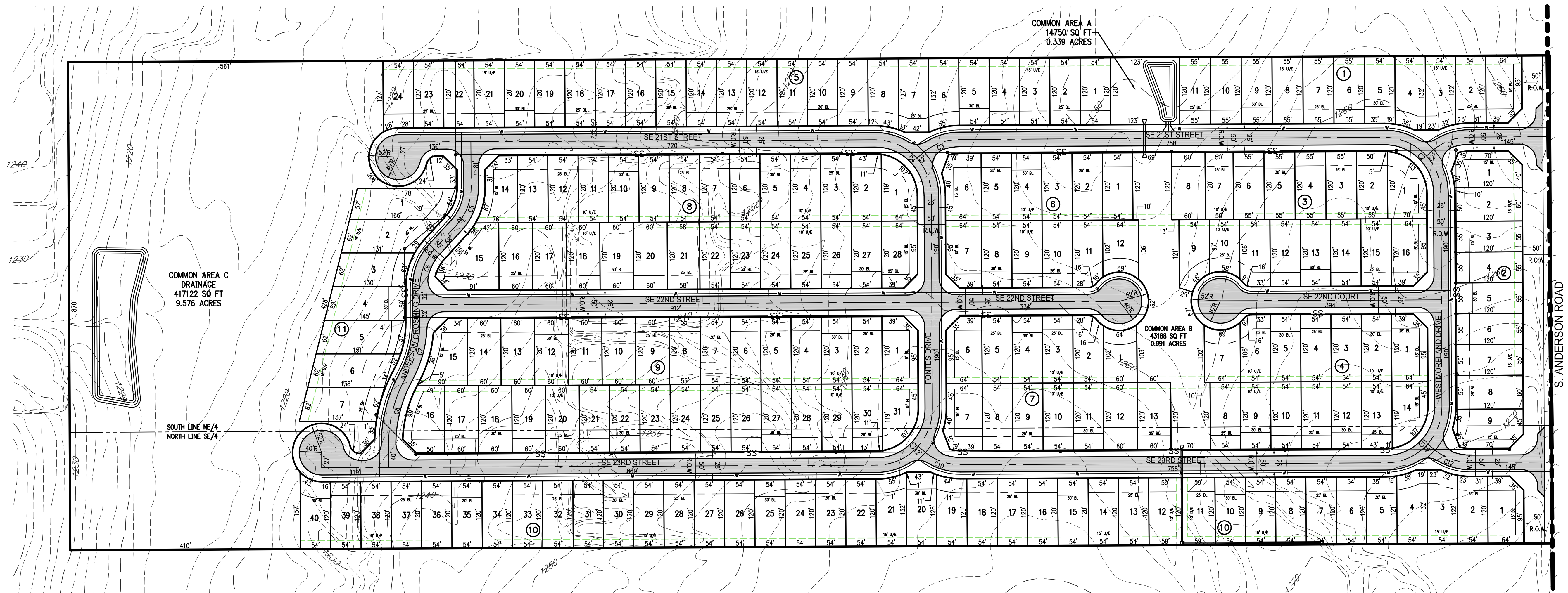
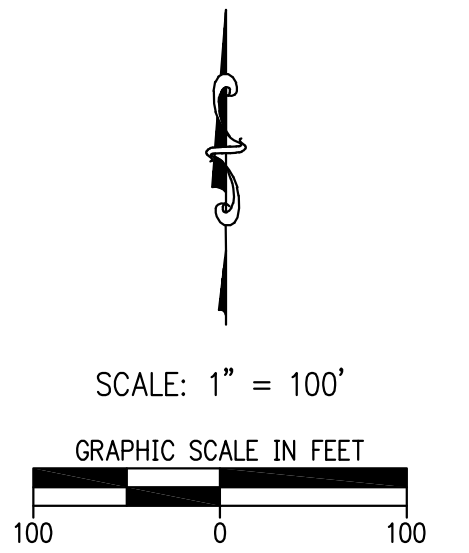


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PRELIMINARY PLAT
OF
ANDERSON CROSSING
A PART OF THE E/2 OF SECTION 8, T11N, R1W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	72.97'	100.00'	41°48'37"	N68° 49' 49"E	71.36'
C2	157.08'	100.00'	90°00'00"	S45° 15' 52"E	141.42'
C3	72.97'	100.00'	41°48'37"	N68° 49' 49"E	71.36'
C4	157.08'	100.00'	90°00'00"	S45° 15' 52"E	141.42'
C5	74.39'	100.00'	42°37'21"	N21° 02' 49"E	72.69'
C6	73.93'	100.00'	42°21'29"	N21° 10' 45"E	72.26'
C7	100.64'	200.00'	28°49'57"	N14° 24' 59"E	99.59'
C8	126.96'	250.00'	29°05'50"	N14° 17' 03"E	125.60'
C9	157.08'	100.00'	90°00'00"	S44° 44' 08"W	141.42'
C10	72.97'	100.00'	41°48'37"	N69° 21' 34"W	71.36'
C11	157.08'	100.00'	90°00'00"	S44° 44' 08"W	141.42'
C12	72.97'	100.00'	41°48'37"	S69° 21' 34"E	71.36'

LOT COUNT:

SINGLE-FAMILY RESIDENTIAL 205 LOTS
SINGLE-FAMILY RESIDENTIAL 52.73 ACRES
RESIDENTIAL DENSITY 3.89 (DU/AC.) - 0.26 (AC./DU)
COMMON AREA 10.91 ACRES

LEGAL DESCRIPTION

A tract of land situate in the East half (E/2) of Section Eight (8), Township Eleven North (T-11-N), Range One West (R-1-W), of the Indian Meridian (I.M.), City of Midwest City, Oklahoma County, Oklahoma, said tract being more particularly described as follows:

The South forty (40) acres of Northeast quarter (NE/4) of Section Eight (8), Township Eleven North (T-11-N), Range One West (R-1-W), of the Indian Meridian (I.M.)

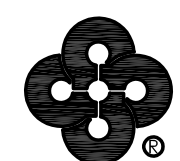
In addition, the North 210 feet of the Southeast Quarter (SE/4) of Section Eight (8), Township Eleven North (T-11-N), Range One West (R-1-W), of the Indian Meridian (I.M.)

Said tract contains 2,296,800 Square Feet or 52.73 Acres more or less.

NOTES:

1. MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

PRELIMINARY PLAT TO SERVE
ANDERSON CROSSING



Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6271
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (P)ISS. EXPIRES 6/30/2018

SHEET NO.: 1 of 1
DATE: 03/22/17
PROJECT NO.: 17600900








GRAPHIC SCALE IN FEET

ANDERSON CROSSING

MIDWEST CITY, OK

 LANDSCAPE MATERIALS SCHEDULE

TREES AND SHRUBS

Quan.	Code	Symbol	Name	Spacing	Size	Comment	Canopy SF
32	SS		SILVERWOOD SYCAMORE <i>Platanus occidentalis</i> 'Grenickii'	A.S.	2.5" - Cal.	MATURE SPREAD: 70'	123,200
187	SO		SAWTOOTH OAK <i>Quercus acutissame</i>	A.S.	2.5" - Cal.	MATURE SPREAD: 45'	297,330
166	SH		SHUMARD OAK <i>Quercus shumardii</i>	A.S.	2.5" - Cal.	MATURE SPREAD: 60'	464,800
62	BE		LACEBARK ELM <i>Ulmus parvifolia</i> 'UPMTF'	A.S.	2.5" - Cal.	MATURE SPREAD: 50'	121,520
			NATIVE TREE STAND TO BE PRESERVED				411,200

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PROJECT NO: 17600900

ISSUE DATE: 2/23/201

CONTACT: B. REID

CHECKED BY _____

ISSUED FOR
PERMIT

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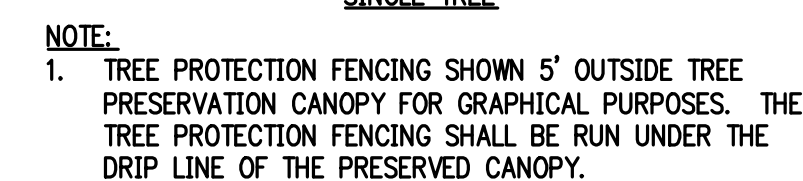
TREE PLANTING AND PRESERVATION PLAN

LP-102

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SITE UTILITIES, PROTECTING UTILITIES DURING CONSTRUCTION AND INSTALLATION, AND COORDINATING UTILITY CONSTRUCTION WITHIN HIS SCOPE WITH GENERAL CONTRACTOR. CALL OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-OKIE TO COORDINATE EXISTING UTILITIES, AND COORDINATE WITH GENERAL CONTRACTOR REGARDING NEWLY INSTALLED UTILITIES.
2. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS AND COVERAGE OF ALL DISTURBED AREAS IN CONSTRUCTION AREA, UNLESS OTHERWISE NOTED. WHEN ANY DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLAN, THE PLANTING PLAN IS TO SUPERCEDE. NOTIFY ARCHITECT OF ANY LAYOUT DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
4. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT APPROVAL OF THE ARCHITECT. ALL PLANTING BED LOCATIONS, BED SHAPES, AND THE LOCATIONS OF ALL TREES MUST BE APPROVED BY THE ARCHITECT BEFORE THE INSTALLATION OF ANY PLANT MATERIAL. STAKE TREE LOCATIONS AND MARK BED LOCATIONS WITH STAKES OR PAINT, THEN NOTIFY THE GENERAL CONTRACTOR TO ARRANGE FOR INSPECTION.
5. ALL UNEVEN AREAS CAUSED BY PLANTING SHALL BE GRADED SMOOTH. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
7. ALL PLANT MATERIALS SHALL BE PLANTED IN ACCORDANCE WITH DETAILS, RE: L501. ALL TREES SHALL BE STAKED IN ACCORDANCE WITH DETAILS, RE: L501.
8. ALL PLANT MATERIAL TO BE #1 GRADE A, GROWN AND PLANTED TO ANSI SPECIFICATIONS, AND SHALL BE INSECT AND DISEASE FREE
9. NO PLANT MATERIAL SHALL BE PLANTED IN FROZEN GROUND.

1. ALL TREES AND NATURAL AREAS SHOWN ON THESE PLANS TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
2. MIDWEST CITY TREE PRESERVATION ORDINANCE AND GUIDELINES SHALL SUPERCEDE WHEN MIDWEST CITY RESTRICTIONS ARE MORE STRINGENT THAN THOSE OUTLINED IN THIS PLAN. OTHERWISE, CTA STANDARDS AND BEST PRACTICES SHALL BE IN EFFECT.
3. PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO STANDARDS FOR TREE PROTECTION.
4. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
5. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRILIPLINES.
6. PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE DRILIPLINE, FOR NATURAL AREAS. PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
 - A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
 - B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6" OR TRENCHING NOT REVIEWED BY CITY ARBORIST)
 - C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
 - D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
7. EXCEPTIONS TO INSTALLING FENCES AT TREE DRILIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
 - B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRILIPLINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
 - C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 6 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
 - D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS.
8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED ON PLANKING TO A HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING) IN ADDITION TO THE REDUCED FENCING PROVIDED.
9. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
10. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
11. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM

12. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRILLPIE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
13. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
14. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE UPON REQUEST FROM THE CITY ARBORIST).
15. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.



REMOVE ALL TAGS, TWINE, AND WRAPPINGS ORIGINATING FROM THE NURSERY OR GROWER.

ARBOR TIE, ATTACHED TO TREE AND STAKES AS PER MANUFACTURER'S INSTRUCTIONS.

METAL T-STAKES DRIVEN INTO UNDISTURBED SOIL.

PRUNE ALL SPRING SHOOTS, CROSSING OR RUBBING BRANCHES. NARROW CROTCH ANGLES. PRUNE CO-DOMINANT LEADERS. DO NOT PRUNE MAIN LEADER OF CENTRAL LEADER SPECIES.

TOP OF ROOT BALL SHOULD BE EVEN WITH FINISH GRADE.

BACKFILL SOIL AMENDED AS PER LANDSCAPE SPECIFICATIONS. BACKFILL PARTIALLY, SETTLE WITH WATER, COMPLETE BACKFILL.

FINISH GRADE.

EARTHEN SAUCER AROUND PERIMETER OF EXCAVATION. EXPOSED SOIL SHALL BE COVERED WITH 2-3" OF MULCH. MULCH SHALL BE PULLED AWAY FROM TRUNK A MINIMUM OF 2-3".

SOLID SOIL PEDESTAL. DO NOT DIG DEEPER THAN NECESSARY TO FIT ROOT BALL.

REMOVE WIRE BASKET, REMOVE BURLAP FROM TOP THIRD OF ROOT BALL. IF CONTAINER GROWN, CUT CIRCLING ROOTS.

2-3 TIMES WIDTH OF ROOT BALL

NOTE:

1. APPLY BALAN OR EQUAL PRE-EMERGENT FOR WEED CONTROL.
2. AREAS WHERE GROUND COVER OR SHRUB MASS PLANTING BORDER A CURB WILL NOT HAVE EDGING.
3. TAPER EDGING TO BE FLUSH WITH FINISHED GRADE ADJACENT TO PAVING OR CURBS.

3 SHRUB PLANTING AND BED PREPARATION

[illegible]

TREE CANOPY PRESERVATION AND PLANTING DETAILS

LP-501



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
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: May 23, 2017

Subject: (PC-1904) Public hearing with discussion and consideration of an ordinance to redistrict from R6, Single Family Residential to C-1, Restricted Commercial, for the property located at 2818 Parklawn Dr.

Dates of Hearing: Planning Commission – May 2, 2017
City Council – May 23, 2017

Council Ward: Ward 4, Councilmember Sean Reed

Owner: Parklawn Office Park Annex

Applicant: Carl Mikesch, Dual Star Managers, Inc.

Proposed Use: Accessory Parking/Potential Office

Size:

The area of request has a frontage of approximately 144.6' along Parklawn Dr. and a depth of approximately 225' containing an area of approximately 32,535 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – Office/Retail (OR)

North, South and East – Office/Retail (OR)

West – Public/Semi-Public (PSP)

Zoning Districts:

Area of Request – R-6, Single Family Residential

North, South and West – C-1, Restricted Commercial

East and West – C-3, Community Commercial

Land Use:

Area of Request – Vacant
North and South– Office buildings
East – back of Winco Foods
West – Parking for Alliance Health Midwest Hospital

Municipal Code Citation:

2.20 Community Commercial

2.20.1. General Description

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

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

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

History:

1. This property has been R-6, Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended approval of this item on May 2, 2017.

Staff Comments:

Engineer's report:

Note: This application is a request to rezone an undeveloped 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 west side of Parklawn Drive in the street right-of-way adjacent 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 on the east side of Parklawn Drive in the street right-of-way adjacent to the east 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 Parklawn Drive. Parklawn Drive is classified as a local street in the 2008 Comprehensive Plan. Parklawn Drive is a two (2) lane, medianed, 80-foot wide, curbed, 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, Parklawn Drive has one hundred (100) feet of right-of-way adjacent to and parallel 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 southwest to the northeast. Currently, the area of request is undeveloped. 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, they will be required as part of any building permit.

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 report:

The Fire Marshal has reviewed this application. Any future construction must meet the requirements of Chapter 15 of the Municipal Code.

Plan Review Comments:

The area of request is currently vacant. Bob Sullivan of NAI Sullivan Group met with staff on March 16, 2017 on behalf of the owner regarding the zoning of the property. Mr. Sullivan stated that the lot is needed to provide additional parking for the offices to the north and south of the area of request. Section 4.4.57 of the Zoning Ordinance references Off-Street Parking: Accessory Parking with the following statement: "A sealed surface, enclosed or unenclosed, sufficient in area for the parking of vehicles together with one or more sealed surfaced driveway(s) in conjunction with the primary use, connecting the area to a dedicated street or alley to permit ingress and egress of vehicular traffic. If the lot is incidental to an abutting use, the property upon which the parking lot is built shall be zoned at no less a zoning classification than the use to which it is incidental unless approved by a special use permit." As the property is currently zoned R-6, single family residential, it must be rezoned to at least C-1, restricted commercial to be used for off-street accessory parking.

If approved, a parking lot permit will be required. A landscape plan must be submitted with the permit application. A minimum of two (2) trees and two (2) shrubs are required for every ten (10) parking spaces installed. At least 75% of the trees must be placed in the front (west side) of the lot. A minimum of 10% of the lot area must remain open space.

Mr. Sullivan also asked if, in the future, an office building may be built on the lot. The C-1 zoning district allows administrative and professional offices as well as uses considered medical services: restricted. Dental offices, clinics, laboratories and medical offices are typical uses in the medical services: restricted category.

A building must meet all of the zoning requirements for the C-1 district. These requirements include 80% exterior masonry products (EIFS is not considered masonry), parking of 1 space/250 sq. ft. for the first 12,000 sq. ft. of gross leasable area and landscaping. The setbacks for the C-1 district include a 25' front building line and 5' side setbacks. The commercial dumpster must be enclosed on three (3) sides by 8' tall masonry walls with a minimum 10' opening.

With the surrounding office and commercial development, staff recommends approval of this request.

Action Required:

Approve or reject the ordinance to redistrict to C-1, Restricted Commercial for the properties as noted herein, subject to staff's comments as found in the May 23, 2017 agenda packet and made a part of PC-1904 file.



Billy Harless,
Community Development Director

KG

1 **PC-1904**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO C-1, RESTRICTED COMMERCIAL AND DI-**
5 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to C-1, Restricted Commercial, subject to the conditions contained in the PC-1904 file, and that
the official Zoning District Map shall be amended to reflect the reclassification of the property's
zoning district as specified in this ordinance:

12 A part of the SE/4 of Section 34, T-12-N, R-2-W of the Indian Meridian, Midwest City,
13 Oklahoma County, Oklahoma, being more particularly described as follows: Starting at
14 the SE/C of Lot One (1), in Block Four (4), of Ridgecrest Country Estates Addition, a
subdivision of a part of said SE/4;

15 Thence East parallel to and 50.00 feet north of the south line of said Section a distance of
16 340.00 feet;

17 Thence north along the easterly line of Parklawn Drive a distance of 484.00 feet to the
18 Point or Place of Beginning;

19 Thence east a distance of 225.00 feet;

20 Thence to the northeast 90.67 feet along a curve having a radius of 378.29 feet;

21 Thence north 76°16' west a distance of 225.00 feet to the easterly line of Parklawn Drive;

22 Thence southwest along said easterly line 144.60 feet along a curve having a radius of
23 603.29 feet to the Point or Place of Beginning.

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

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

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

30 THE CITY OF MIDWEST CITY, OKLA-
31 HOMA

32
33 _____
34 MATTHEW D. DUKES II, Mayor
35
36

1 ATTEST:

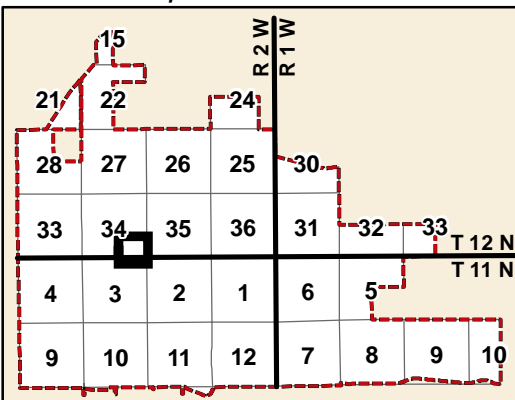
2
3 _____
4 SARA HANCOCK, City Clerk

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

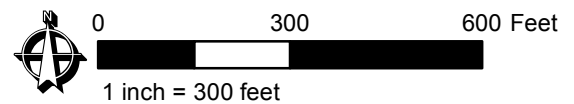
6
7 _____
8 PHILIP W. ANDERSON, City Attorney
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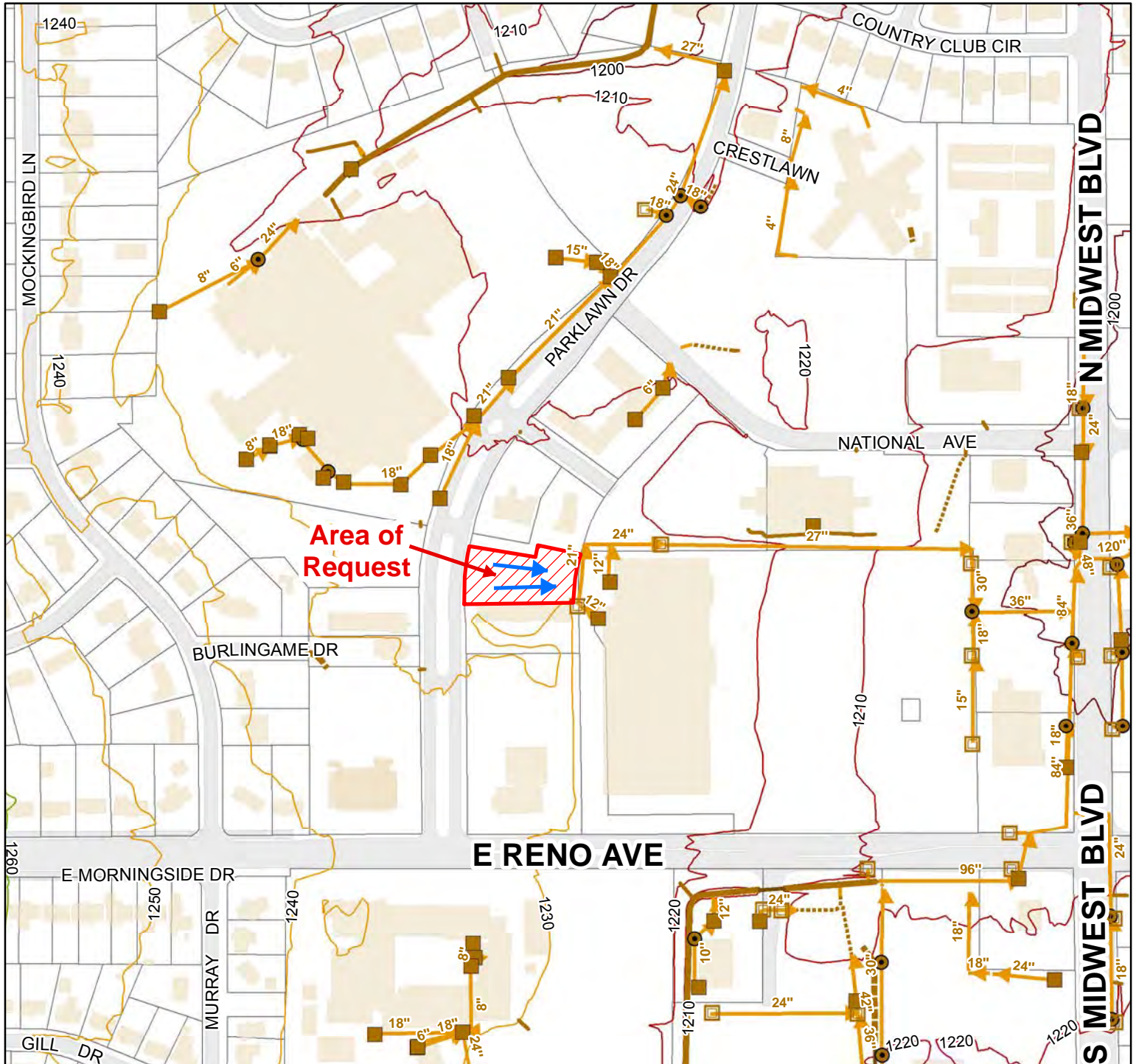
Locator Map



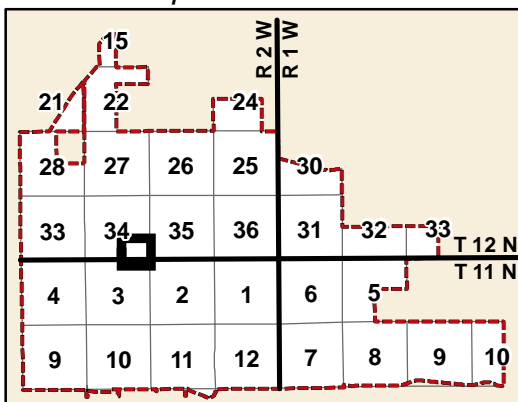
2015 DOP (AERIAL) VIEW FOR PC-1904 (SE/4, Sec. 34, T12N, R2W)


















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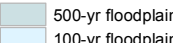
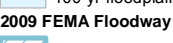
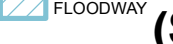



Locator Map



- 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-1904 (SE/4, Sec. 34, T12N, R2W)



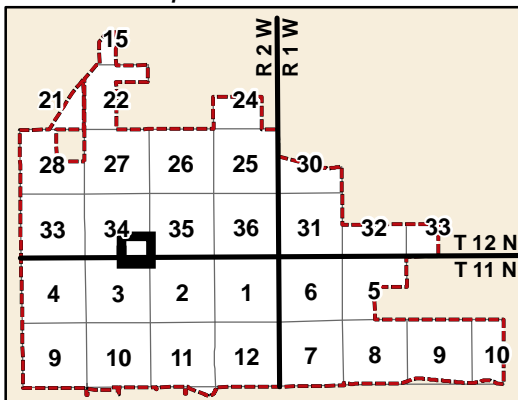
0 300 600 Feet

1 inch = 300 feet

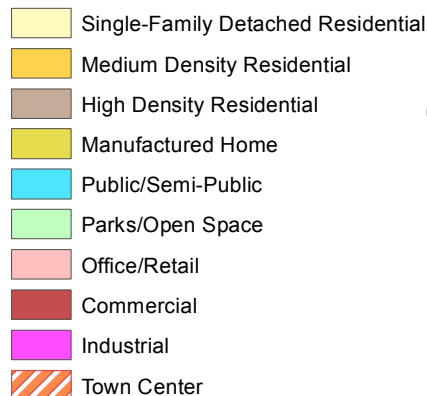
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Locator Map



Future Land Use Legend



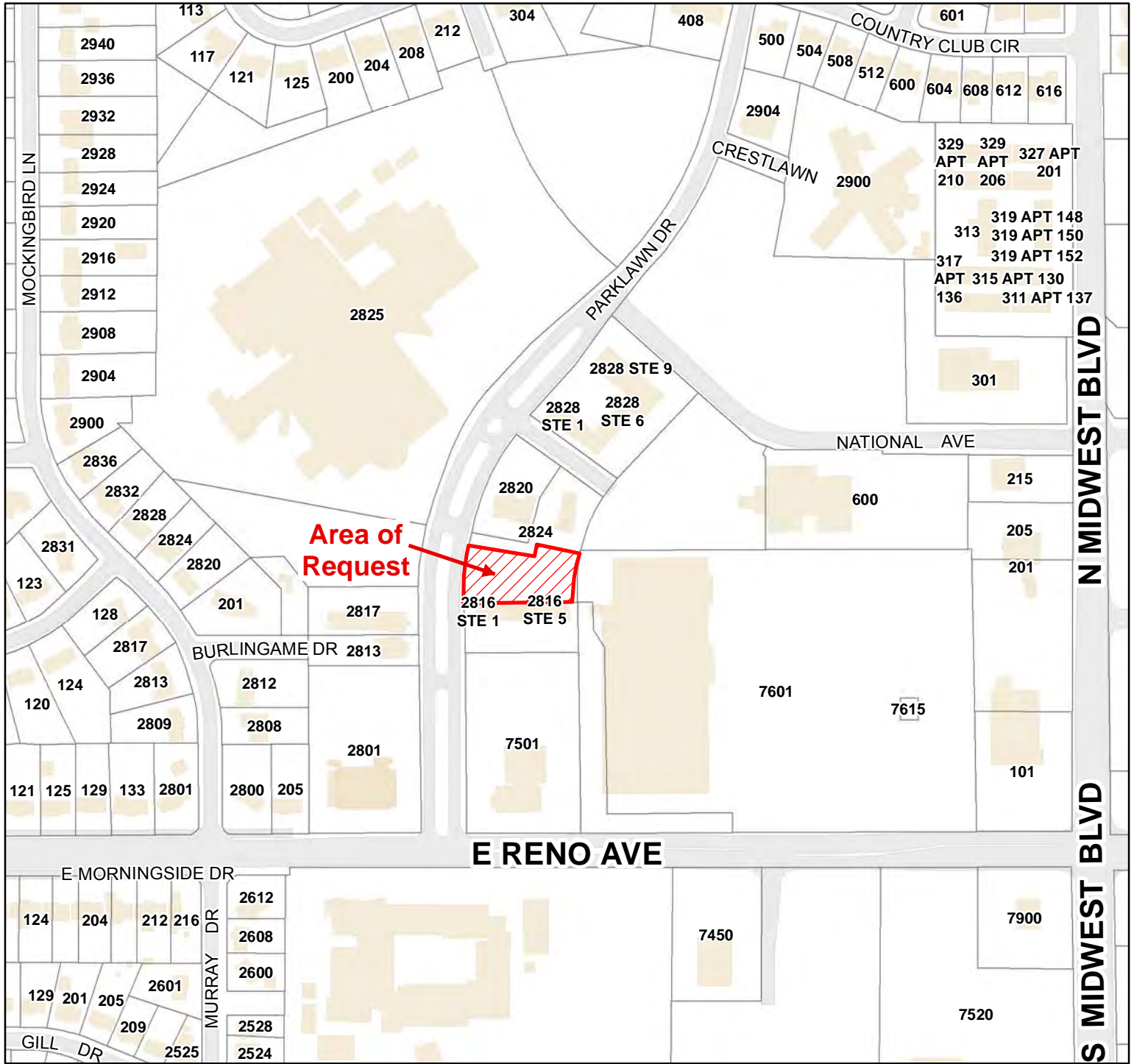
FUTURE LAND USE MAP FOR PC-1904 (SE/4, Sec. 34, T12N, R2W)



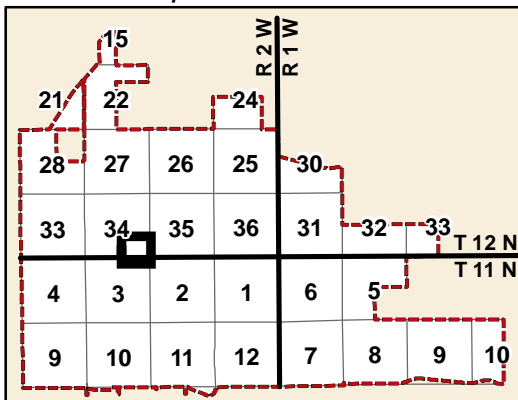
0 300 600 Feet

1 inch = 300 feet






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Locator Map



General Map Legend

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

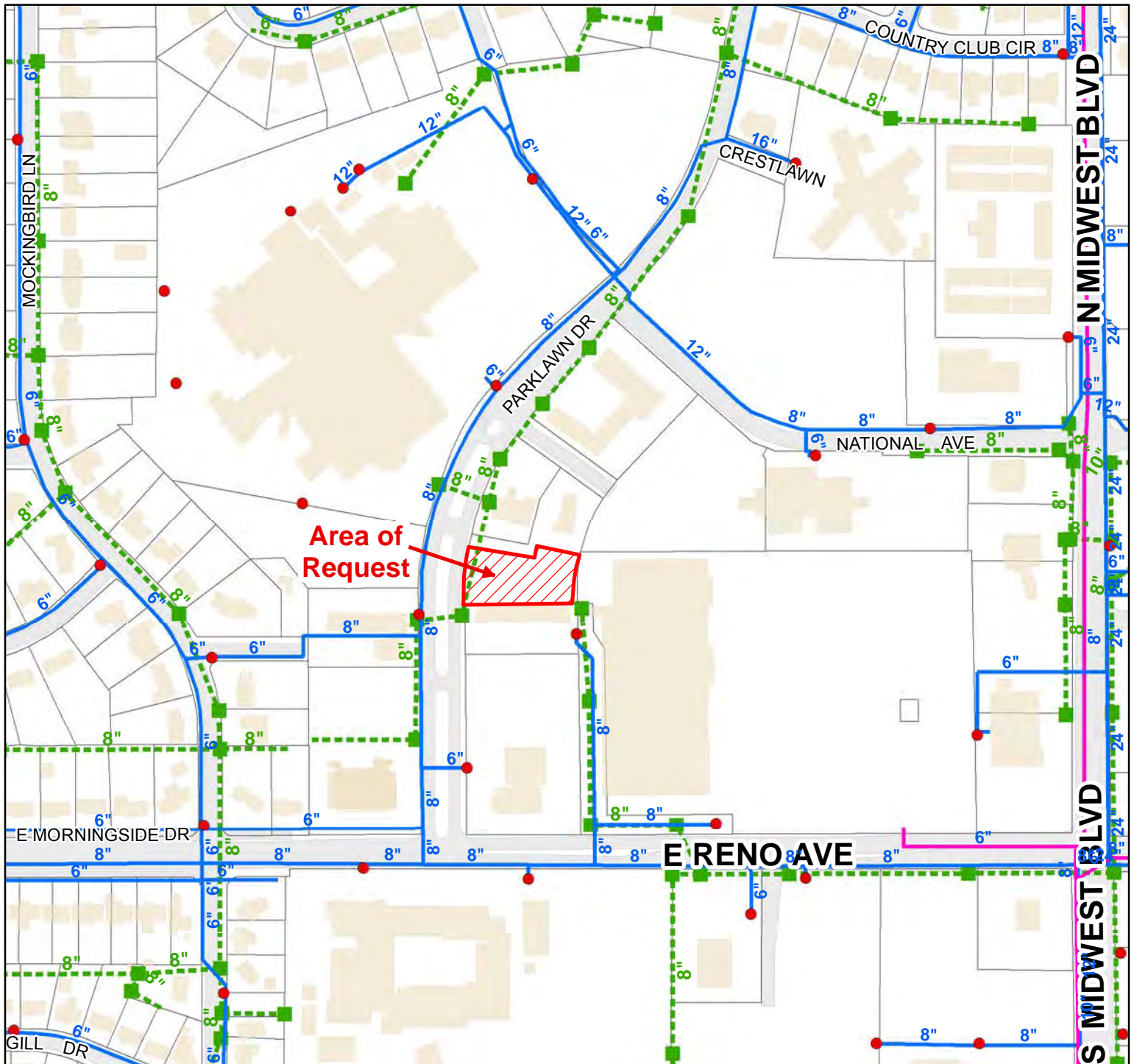
**GENERAL MAP FOR
PC-1904
(SE/4, Sec. 34, T12N, R2W)**



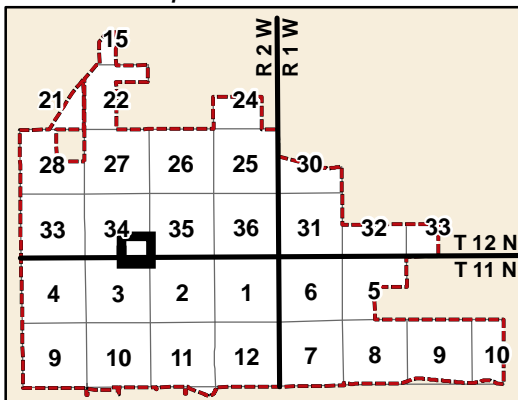
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Locator Map



Water/Sewer Legend

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

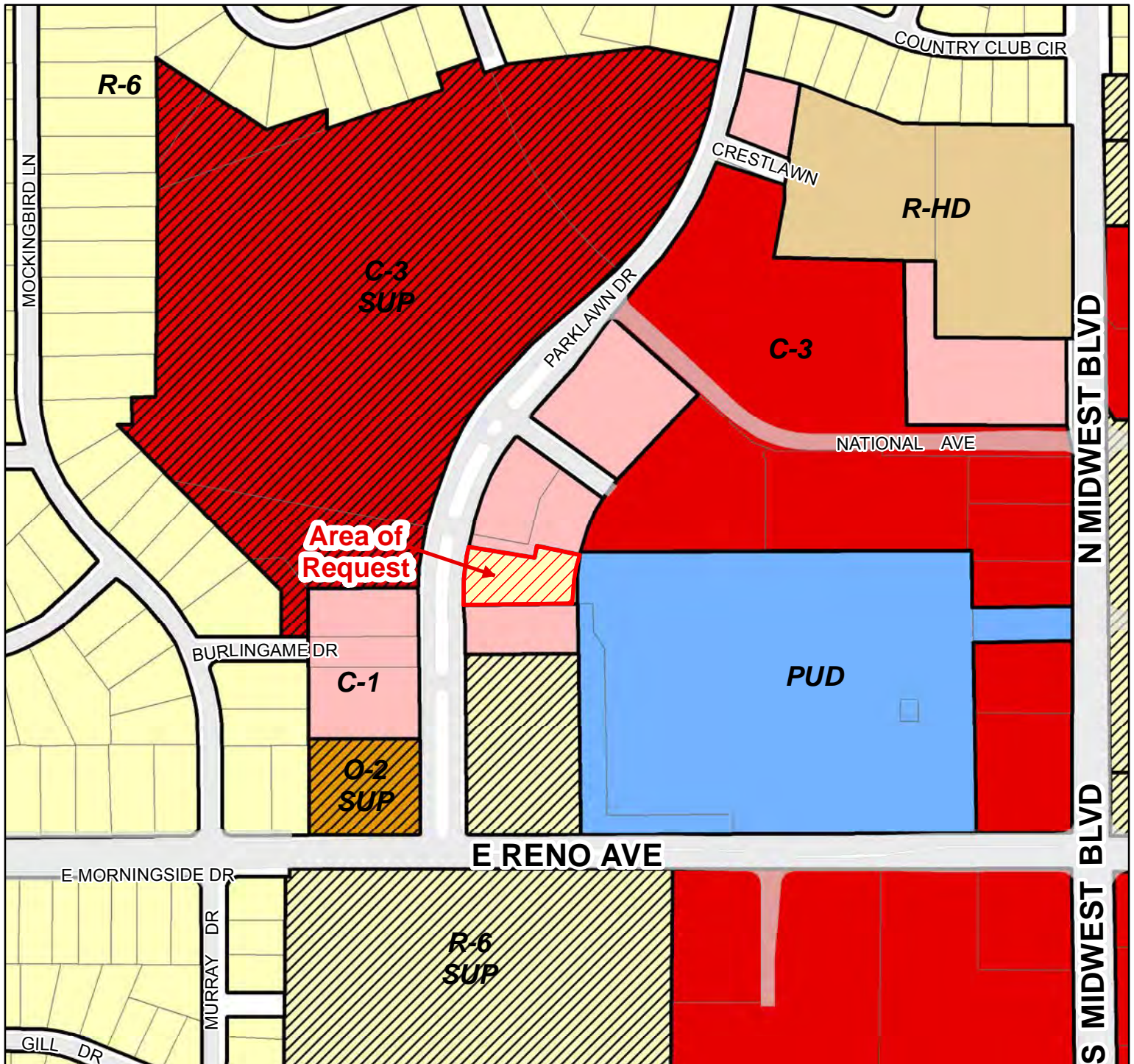
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1904
(SE/4, Sec. 34, T12N, R2W)**



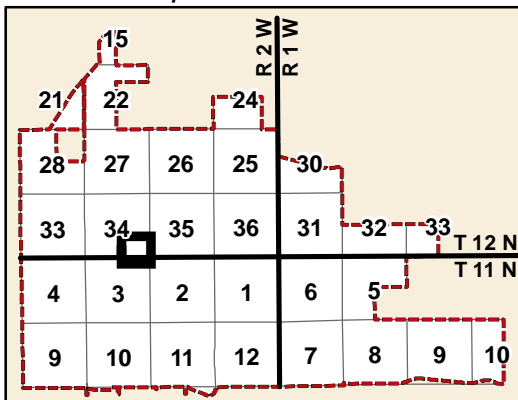
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Locator Map



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-1904

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



0 300 600 Feet

1 inch = 300 feet

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 23, 2017

Subject: (PC-1905) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office Retail, for the property described as Lot 1 and the E/2 of Lot 2, Block 4 of the Kanaly East Reno Addition, located at 9708 E. Reno Avenue.

Dates of Hearing: Planning Commission – May 2, 2017
City Council - May 23, 2017

Council Ward: Ward 2, Councilmember Pat Byrne

Applicant: Stacy Deen

Owner: Freida Eulene Newport Deen Trust

Proposed Use: Dental Office

Size:

The area of request is a corner property containing 90' of frontage along E. Reno Avenue and a depth of approximately 250' for an area of approximately 22,500 square feet.

Development Proposed by Comprehensive Plan:

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

Zoning Districts:

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

Land Use:

Area of Request – one single family residence
North, South and West – single family residences
East – Vacant

Comprehensive Plan Citation:

Single-Family Detached Land Use

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

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

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

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

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

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) Innovative development

Encouraging innovative development and protect the health, safety and welfare of the community.

(B) Efficient use of land

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

(C) Appropriate limitations and compatibility

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. This property have been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended approval of this item on May 2, 2017.

Staff Comments:

Engineer's report:

Note: This application is a request to rezone a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A thirty (30) inch public water main is located on the south side of Reno Avenue in the street right-of-way extending along the north side of the area of request. A six (6) inch public water main is located on the west side of Saint Paul Avenue in the street right-of-way adjacent to the east 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 on the east side of Saint Paul Avenue in the street right-of-way adjacent to the east side of the area of request. An eight (8) inch public sewer main is located in a dedicated utility easement paralleling the southern boundary 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 Saint Paul Avenue and East Reno Avenue. Saint Paul Avenue is classified as a collector street in the 2008 Comprehensive Plan. Saint Paul Avenue is a two (2) lane, 32-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty (60) feet for a collector street adjacent to the area of request and presently, Saint Paul Avenue has sixty (60) feet of right-of-way adjacent to and parallel to the east side of the area of request. Reno Avenue is classified as a secondary arterial in the 2008 Comprehensive Plan. Reno Avenue is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial adjacent to the area of request and presently, Reno Avenue has one hundred (100) feet of right-of-way adjacent to and parallel to the north 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. Currently, the area of request is developed with a single family residence. 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 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application, they will be required as part of any building permit.

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 reviewed this application. All new construction must meet the requirements of Chapter 15 of the Municipal Code.

Storm Water Quality Comments:

Land disturbing and demolition permits will be required prior to the existing house being demolished.

Plan Review Comments:

The applicant is requesting to rezone this property to an SPUD, Simplified Planned Unit Development, with plans to demolish the existing residence and to build a dental office.

The SPUD is proposed to be governed by the O-1, Restricted Office, zoning district. The O-1 district is intended to provide a location for administrative and professional offices which can occupy low rise structures in a low density landscaped setting. The applicant is proposing that all of the uses allowed by right in the O-1 district be allowed in this SPUD.

The applicant is requesting a SPUD as the lot does not have 100' of frontage as required for a change to the O-1 zoning district. As noted earlier in this report, the lot has approximately 90' of frontage along E. Reno Avenue. This is the only variance that the applicant is requesting.

All other aspects of the proposed development will meet Midwest City codes. Regarding parking, for a dental office 3230 square feet in area, a total of thirteen (13) parking spaces are required. One (1) space should be handicap accessible. The site plan proposed shows 18 parking spaces. For parking at a 90° angle, the parking spaces should be 18.5' in length and 9' in width. Regarding landscaping, a base of six (6) trees and twelve (12) shrubs are required plus two (2) trees and two (2) shrubs for every 10 parking spaces installed. The exterior of the building shall meet the requirement of 80% masonry materials. The City does not consider EIFS a masonry product. The proposed building will be required to meet all of the setback requirements for the O-1 zoning district as listed in the zoning ordinance and recorded on the plat.

The applicant did not list any information in the SPUD application regarding the requested signage. Staff recommends that any future free-standing and wall signs meet the requirements of the Midwest City Sign Ordinance.

Sight-proof screening will be required on the south and west sides of the property. The applicant must use an approved screening material and a permit will be required for the fencing.

Staff recommends approval of this request.

Action Required:

Approve or reject the ordinance to redistrict to SPUD and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office Retail for the property as noted herein, subject to staff's comments as found in the May 23, 2017 agenda packet and made a part of PC-1905 file.



Billy Harless,
Community Development Director

KG

1 **PC-1905**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**
5 **VELOPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-
12 1905 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-
13 tion of the property's zoning district as specified in this ordinance:

14 Lot 1 and the E/2 of Lot 2, Block 4 of the Kanaly East Reno Addition, Midwest City, Ok-
15 lahoma County, Oklahoma.

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

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

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

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

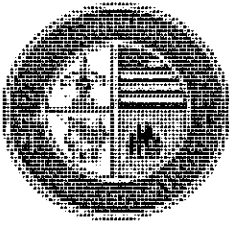
25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

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

31 _____
32 PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

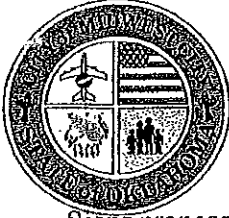
Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

A. Special Development Regulations

1. List of the owners and/or developers: Dr. MELANIE EMERSON DDS
2. Please list the adjoining land uses, both existing and proposed.
North: RL
South: RL
East: RL
West: RL
3. Please list the use or uses that would be permitted on the site.
Dental Office
4. This site will be developed in accordance with the Development Regulations of the 01 zoning district.
5. Please list all applicable special development regulations or modified regulations to the base zoning district: Request a variance to the 100' requirement
6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: N/A
7. Please describe the physical characteristics of the following:
Sight-proof screening proposed: Any sightproof screening will meet city standards
Landscaping proposed: will meet city of MWC Landscape requirements



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Signs proposed: N/A

Area of open space proposed: Approx 7000 sf.

Proposed access points: Back of Bldg., West side of prop. on Reno onto St. Paul

Drainage information: To meet City Requirements

8. Existing or proposed building size: 3230
Maximum building height: 30'
Number of existing or proposed buildings: 1
Building setbacks -- Front: 50'
Sides: 10'
Rear: 10'

9. Please provide a description of the proposed sequence of development.
Lot prep
Construct Bldg.
Pour Parking
landscape

B. Other Development Regulations

Please list any other amenities or controls included in the SPUD: N/A

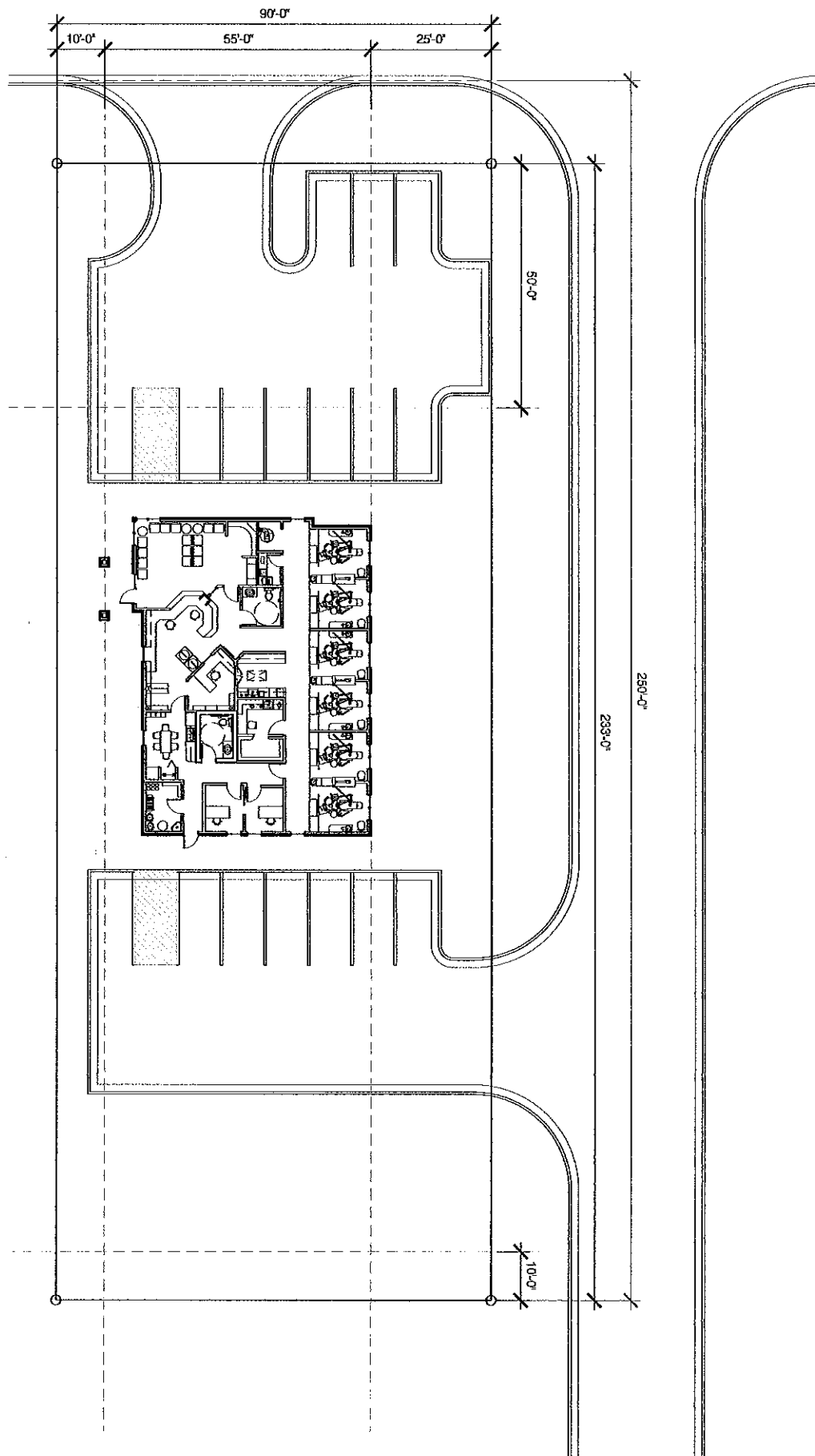
C. Master Plan Map (attached)

Exhibit A: _____

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

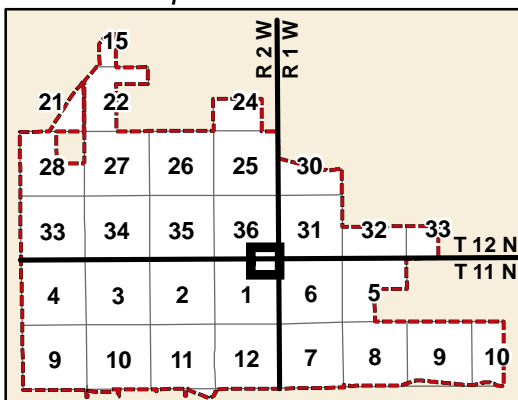
Signature

Date





Locator Map



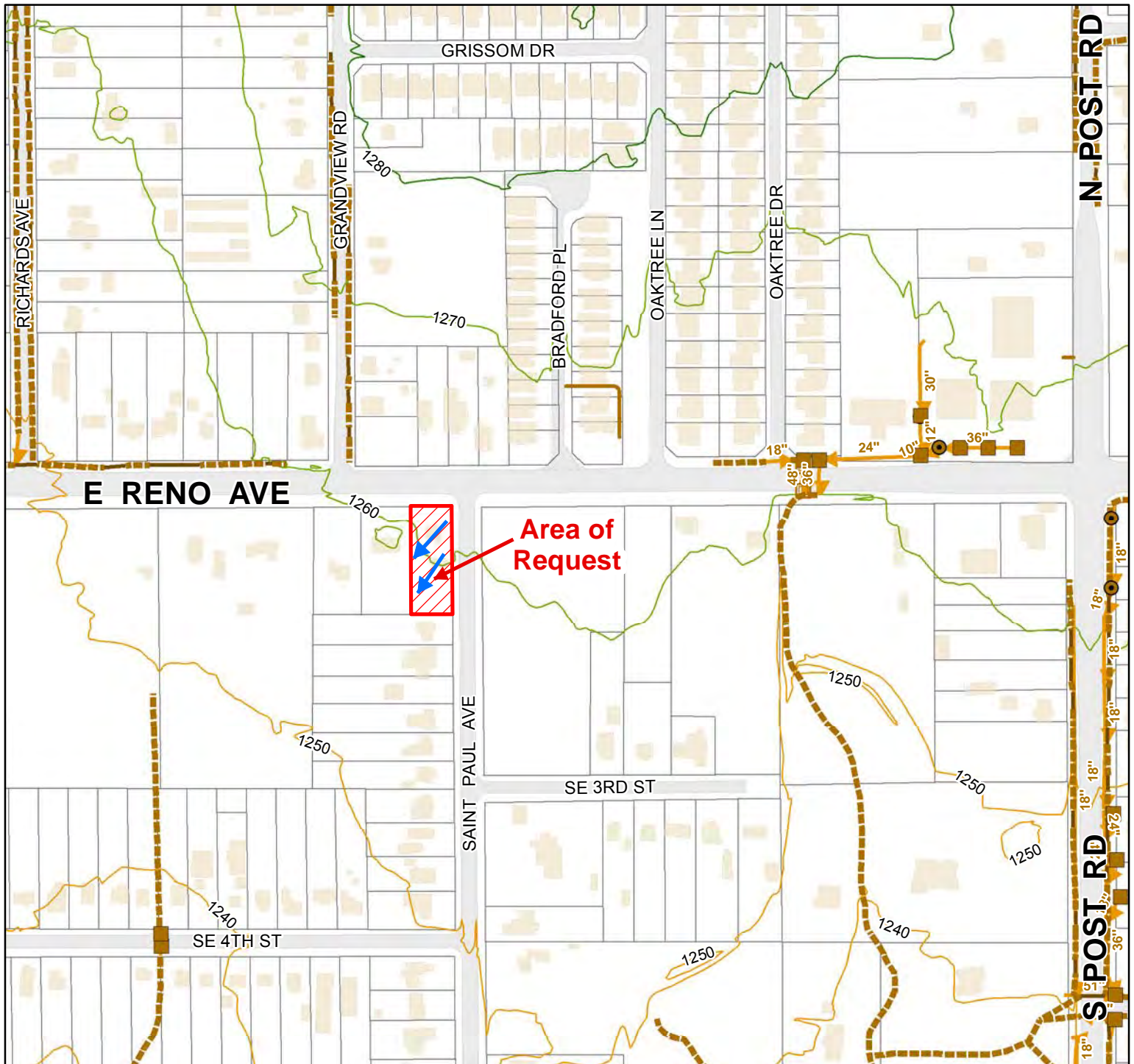
2015 DOP (AERIAL) VIEW FOR PC-1905 (NE/4, Sec. 1, T11N, R2W)



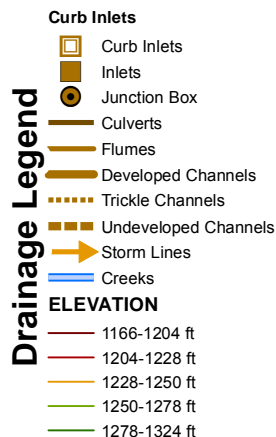
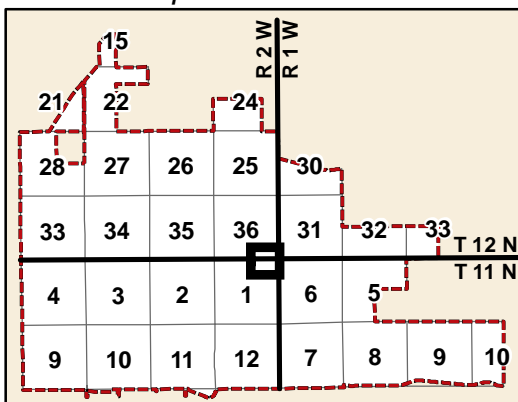
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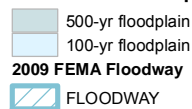
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Locator Map



2009 FEMA Floodplains



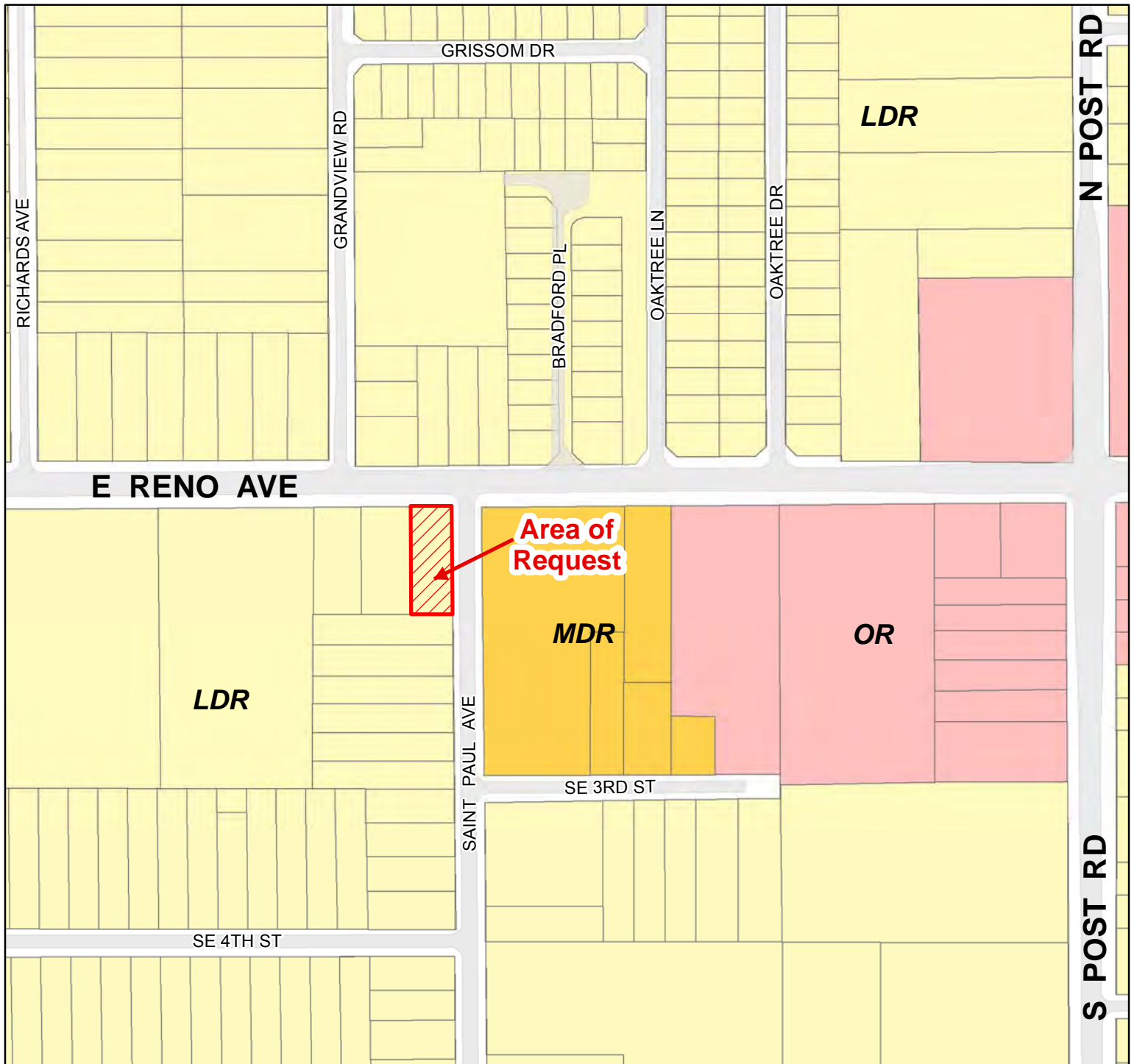
DRAINAGE LOCATION MAP FOR PC-1905 (NE/4, Sec. 1, T11N, R2W)



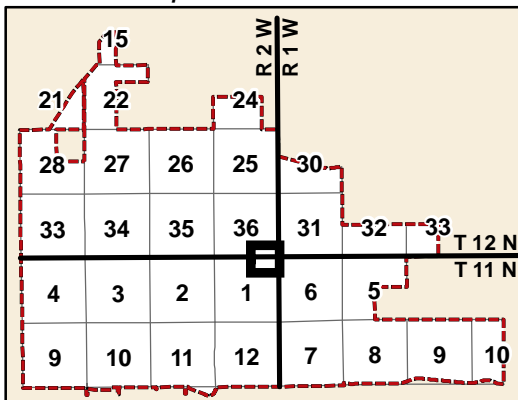
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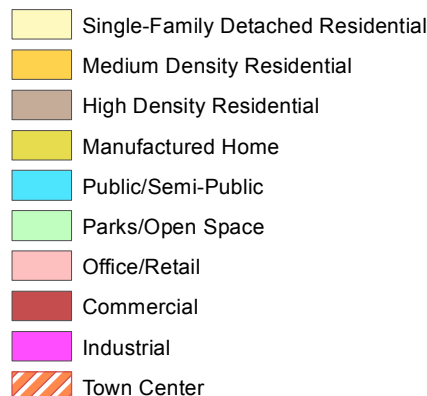
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Locator Map



Future Land Use Legend



FUTURE LAND USE MAP FOR PC-1905

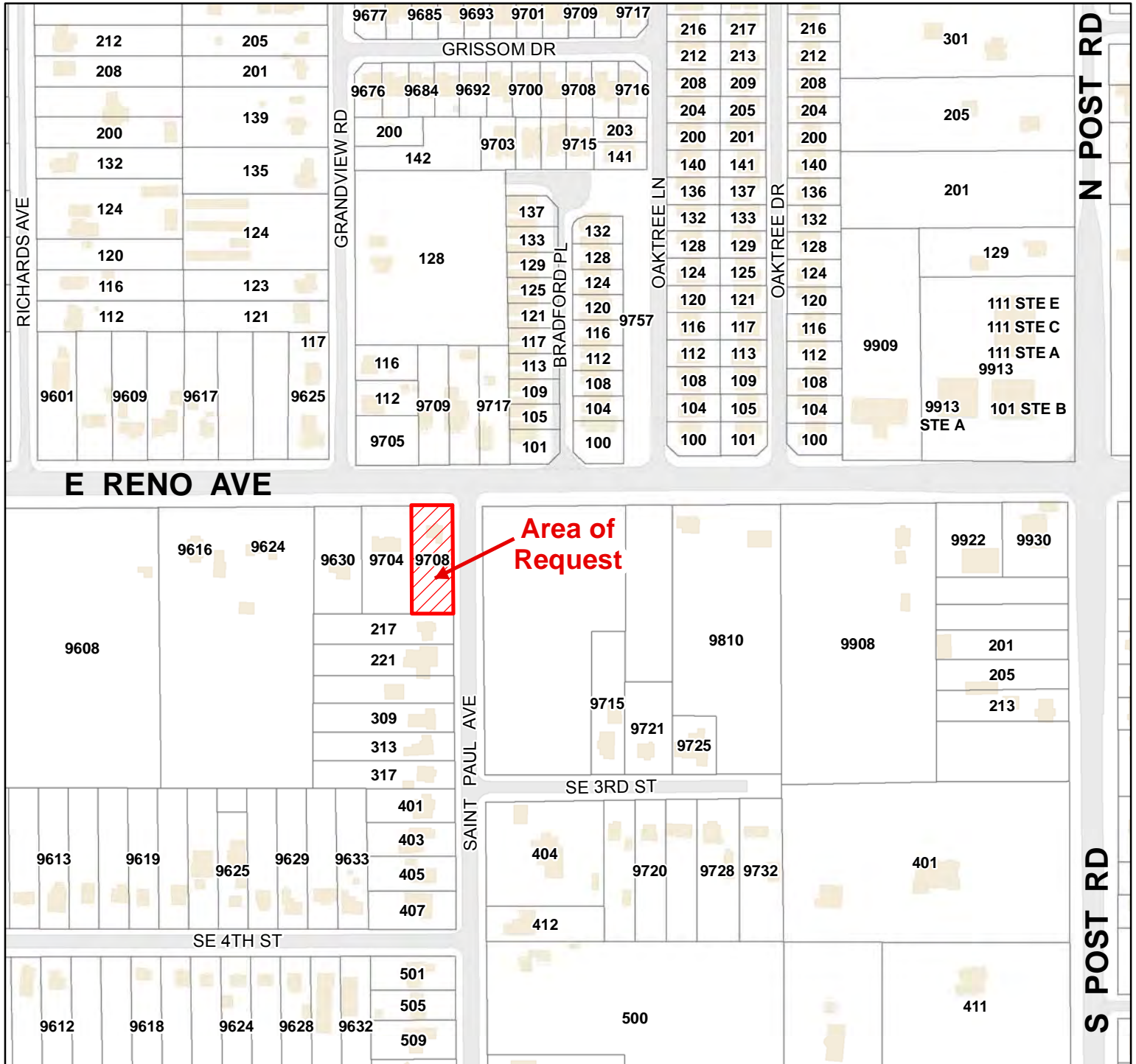
(NE/4, Sec. 1, T11N, R2W)



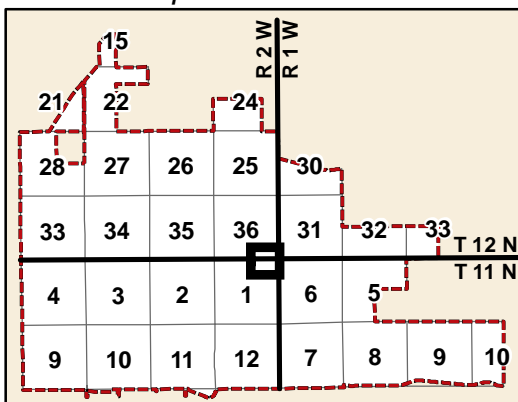
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


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Locator Map



General Map Legend

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

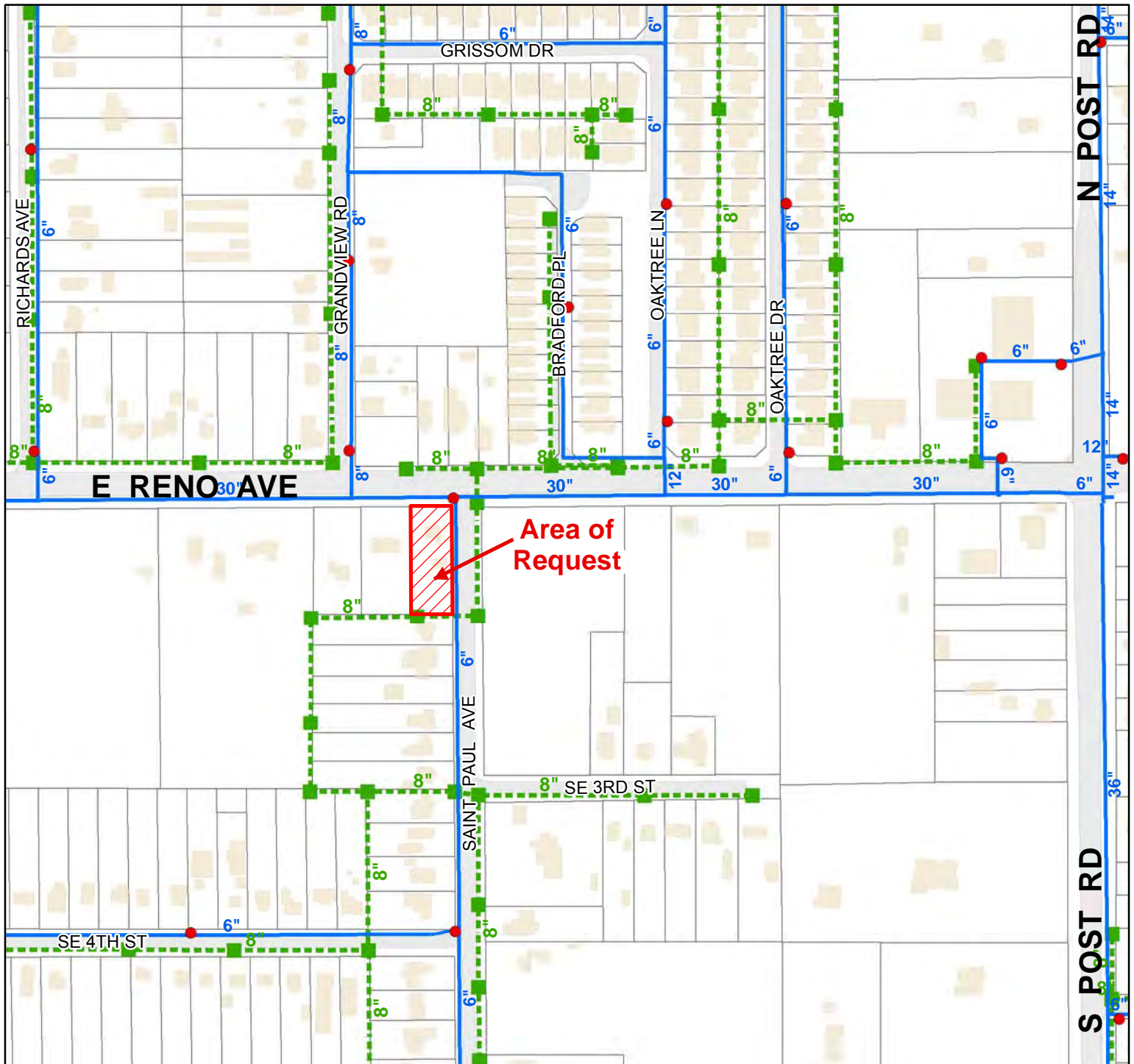
GENERAL MAP FOR PC-1905 (NE/4, Sec. 1, T11N, R2W)



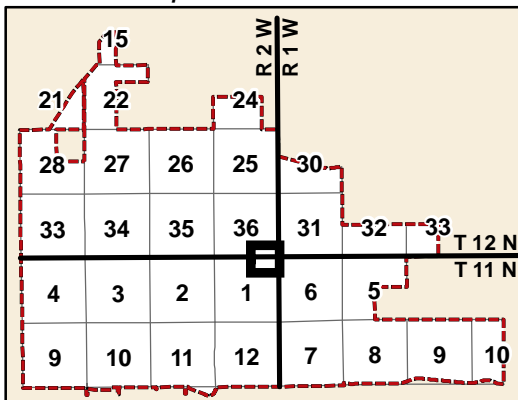
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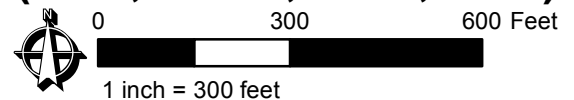
Locator Map



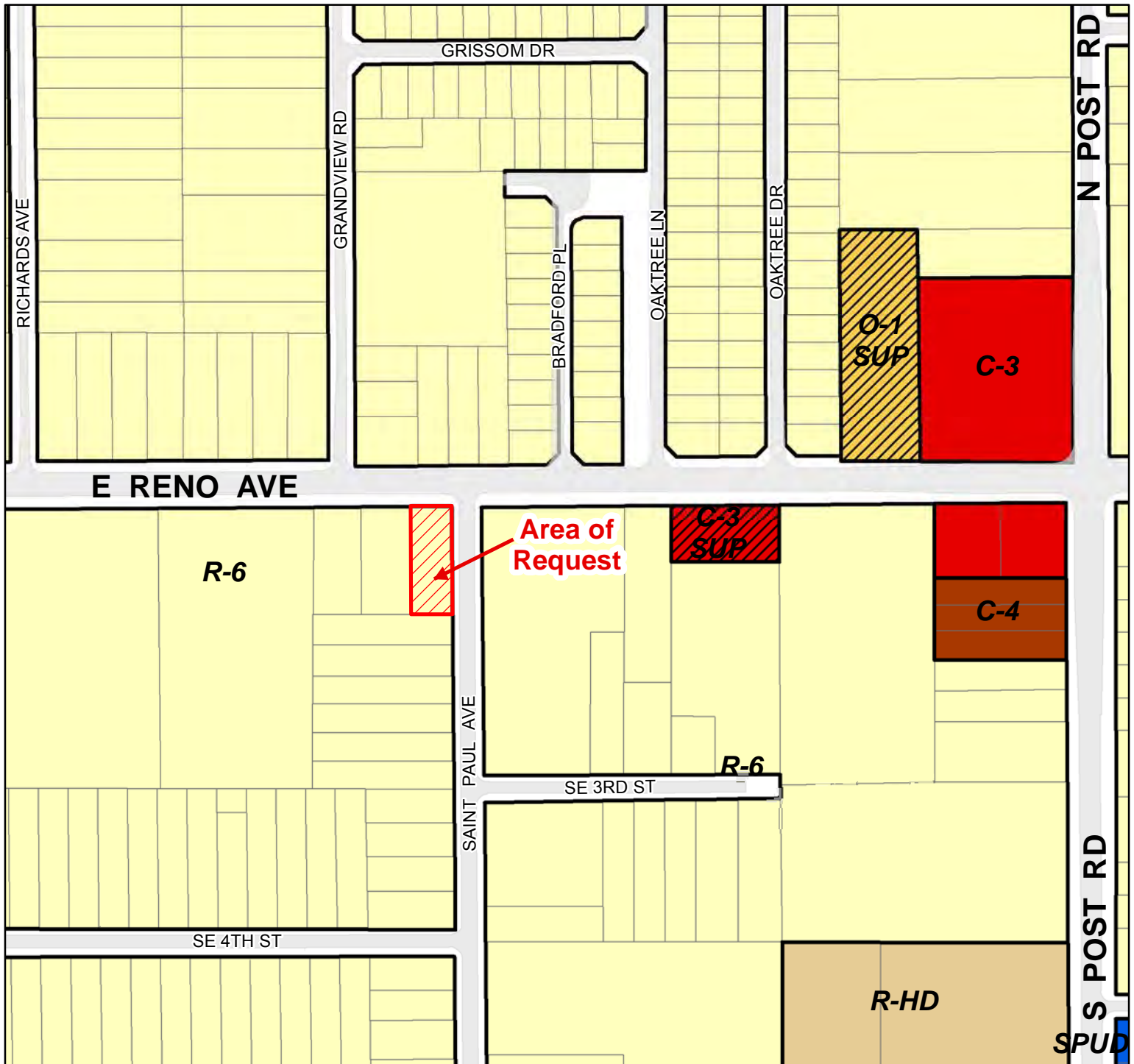
Water/Sewer Legend

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

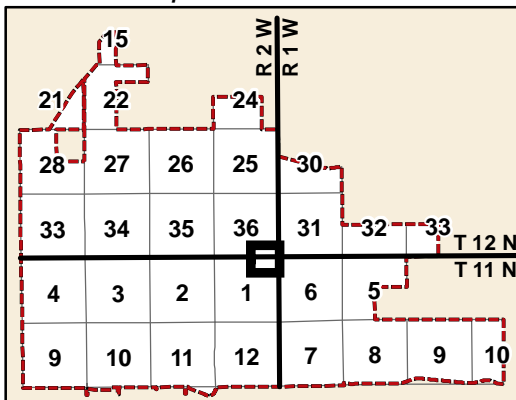
WATER/SEWER LINE LOCATION MAP FOR PC-1905 (NE/4, Sec. 1, T11N, R2W)




































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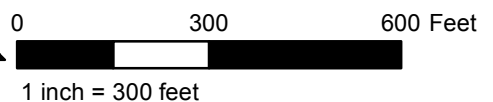
Locator Map



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-1905 (NE/4, Sec. 1, T11N, R2W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kelly 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 : May 23rd, 2017

SUBJECT : Discussion and consideration of declaring a Resolution of Necessity to acquire residential property located at 102 Woodman Drive in connection with the North Oaks Revitalization.

The accompanying resolution of necessity is necessary to acquire the last residential tract of an existing fourplex located on Woodman Drive. The project is to purchase the existing fourplex and construct a cul-de-sac similar to those on North Oaks and Kathleen. This project is in following The North Oaks Neighborhood Study of October 2009. The property is located within the corporate limits of the City of Midwest City, in the North Oaks neighborhood.

Tract to be acquired is 102 Woodman Drive.

Staff recommends approval

Patrick Menefee, P.E.
City Engineer

Attachment

OFFER LETTER

Project: North Oaks Revitalization (Woodman Dr)

Aquilah Ahmad
11032 Larkin Lane
Midwest City, OK 73130-3808

A neighborhood revitalization project has been planned for construction in your area. This project will require that the City of Midwest City acquire the property you own or in which you have an interest located at 102 Woodman Drive. Brandon Bundy, Assistant City Engineer, has explained the project and its effect upon you and your property and is making an offer to acquire the right-of-way from you in the name of the City of Midwest City, a municipal corporation.

Our offer is as follows for the parcel described as Lot 2, Block 2, North Oaks Addition:

Complete sale of all the property located at 102 Woodman: **THIRTY TWO THOUSAND DOLLARS (\$32,000)**

The agent making the offer is not authorized to change the amount.

The above amount is the amount the City of Midwest City has determined to be the Fair Market Value of your property needed inclusive of damages (if any) to your remaining property. This is a firm offer made according to statutory requirements; however, there is no prohibition against you donating the land for the right-of-way, if you wish to do so.

If it is necessary to move any of your personal property, you will be given 90 days from the date shown below to clear the property. Your consideration to our purchase offer to buy your property will be appreciated.

Please be advised that our research of the Oklahoma County records indicated that Aquilah Ahmad of 11032 Larkin Lane, MWC OK 73130-3808 is the owner of property located at 102 Woodman Drive. If this is not the case please let us know.

Property Rights Brochure delivered and written offer made by:

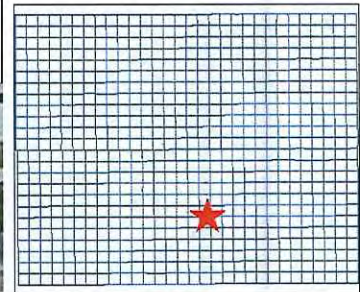
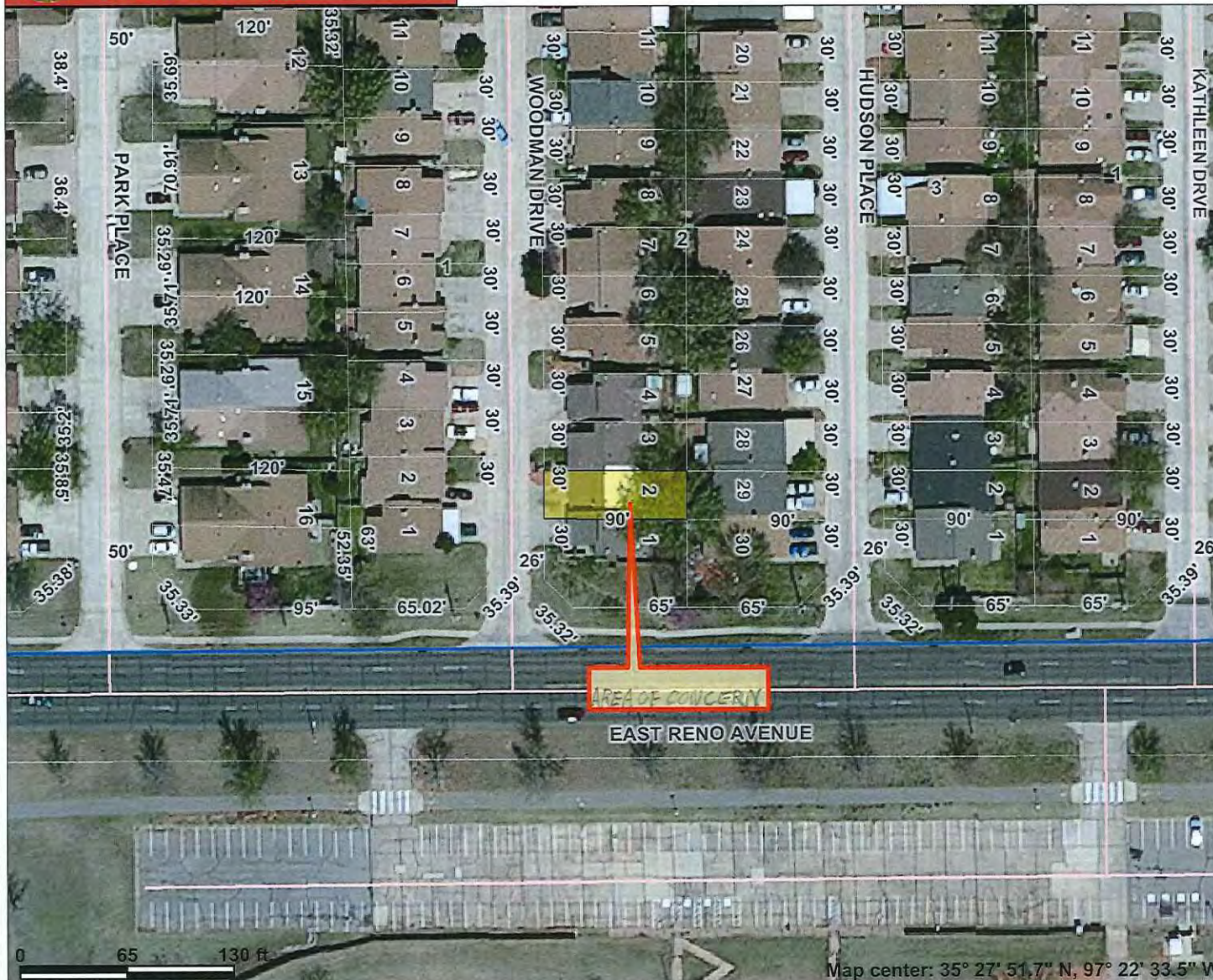
Jess Smethers, Property Acquisition Specialist

Date of delivery of Written Offer and Property Brochure

CC: DR. Ahmad, PO Box 36095, OKC OK 73136



102 Woodman Drive



Legend

Annotation

- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 28th - March 23rd, 2011)
- County Background



Scale: 1:1,129

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RESOLUTION OF NECESSITY NO. 2017-_____

A RESOLUTION DECLARING THE NECESSITY OF ACQUIRING AND OWNING FEE SIMPLE TITLE TO CERTAIN REAL PROPERTY DESCRIBED AS LOT TWO (2) IN BLOCK TWO (2) OF THE NORTH OAKS ADDITION, (102 WOODMAN DRIVE) TO MIDWEST CITY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, T 12N, R2W OF THE I.M., MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA; AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY MANAGER TO ACQUIRE FEE SIMPLE TITLE TO SUCH REAL PROPERTIES FOR REDEVELOPMENT AND REVITALIZATION PURPOSES BY PURCHASE AND SETTLEMENT OF DAMAGES WITH THE LANDOWNERS; AUTHORIZING, INSTRUCTING AND DIRECTING FURTHER THAT THE CITY ATTORNEY INITIATE THE NECESSARY LEGAL PROCEEDINGS TO CONDEMN SUCH REAL PROPERTIES IF THEY CANNOT BE PURCHASED AND DAMAGES SETTLED BY AGREEMENT WITH THE LAND OWNERS.

WHEREAS, The City of Midwest City is a duly constituted and qualified municipality under the laws of the State of Oklahoma operating under a home rule charter; and

WHEREAS, the power of condemnation is vested in the City of Midwest City by the constitution and statutes of the State of Oklahoma and the charter of the City of Midwest City; and

WHEREAS, on this date it is advisable and necessary for the City of Midwest City to acquire the property described above in fee simple, for development of the North Oaks Neighborhood Study of October 2009 and uses incidental to those purposes, inside the corporate limits of the City of Midwest City; and

WHEREAS, the City Council of the City of Midwest City deems the acquisition in fee simple of the above-described private properties by the City will serve a legitimate public purpose and will affect the inhabitants of the City as a community, and not merely as individuals; and

WHEREAS, development of the North Oaks Neighborhood Study of October 2009 is crucial to the City and its inhabitants to avoid the existing conditions, of high rental rates, frequent code violations, poor property maintenance, dilapidated structures, criminal activity, inadequate parking, poor traffic flow, lack of pedestrian facilities, and lack of open space; and

WHEREAS, such development of the North Oaks Neighborhood Study of October 2009 will promote the public good, general welfare, and prosperity of the City of Midwest City; and

WHEREAS, the above described properties are not now owned or held by the City of Midwest City and it is immediately necessary for the City to acquire the above described property;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, that the City of Midwest City, pursuant to its powers of eminent domain, take immediate steps to acquire and own the above described private properties in fee simple for redevelopment and revitalization and uses incidental to those purposes.

BE IT FURTHER RESOLVED, in the event the City Manager is unable to purchase the above described private properties or any part of them in fee simple the City Attorney of the City of Midwest City be, and he is, hereby authorized, instructed and directed institute condemnation proceedings against the owners of the above described properties and condemn the above described properties under the power of eminent domain for development of the North Oaks Neighborhood Study of October 2009 and uses incidental to those purposes and to take such further legal steps or proceedings as may, in his judgment, appear to be proper to acquire the necessary fee simple interests and immediate access to them.

PASSED AND APPROVED by the Mayor and City Council of Midwest City

this _____ day of _____, 2017.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



Public Works Administration

Vaughn Sullivan, Director

vsullivan@midwestcityok.org

R. Paul Streets, Assistant Director

rstreets@midwestcityok.org

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1060 /Fax: 405-739-1090

Memo

To: Honorable Mayor and Council

From: **R. Paul Streets, Assistant Public Works Director**

Date: May 23, 2017

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required; Duty to Use; Section 18-26 (c), Sanitation Containers at Commercial Establishments; Section 18-27(a), Residential Service Fees; Section 18-28, Business and Commercial Service Fees; and providing for repealer and severability.

The proposed ordinance establishes new sanitation rates for residential, commercial, apartments, and mobile home park accounts due to an increased cost of tipping fees and recycling which reflects the Consumer Price Index (CPI) and was passed on to the City, as allowed in the contract, by Republic Services. This increase is based on a 2.50% CPI increase.

Staff recommends approval.

A handwritten signature in black ink that reads "R. Paul Streets". The signature is written in a cursive, flowing style.

R. Paul Streets
Assistant Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-25(b), CONTAINER REQUIRED, DUTY TO USE; SECTION 18-26(c) SANITATION CONTAINERS AT COMMERCIAL ESTABLISHMENTS; SECTION 18-27(a), RESIDENTIAL SERVICE FEES; SPECIAL PROVISIONS FOR MOBILE HOME PARKS; SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25(b), Container required; duty to use, is hereby amended to reads as follows:

(b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being five dollars and fifty cents (\$5.50) for each additional cart. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in section 18-1 of this Code, in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts shall remain the property of the city even though the resident may have paid for a replacement cart. All carts are to remain at the residence to which they are assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the permission of the resident to which it is assigned. It is the responsibility of the resident to keep the cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be performed for a ~~five~~ **twenty** dollars (~~\$5.00~~ **\$20.00**) charge which shall be paid by the resident.

SECTION 2. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-26(c), Sanitation Containers at commercial establishments, is hereby amended to read as follows:

(c) All containers at business establishments shall be placed in a location approved by the environmental services director and easily accessible for collection under regulations issued by the city. Should the collector be unable to empty a commercial container because it contains inappropriate items or because access is blocked or prohibited, no unscheduled return trip will be made unless the special pickup fee is paid by the owner, manager or agent of the commercial business. Commercial account drivers are not allowed to exit the vehicle to open enclosure gates. Gates must be opened by 5:00 am on the day of collection. If the driver must return to a business because a gate is not opened, the return trip fee of ~~\$25.00~~ **fifty dollars (\$50.00)** will be applied to the account.

SECTION 3. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees; special

provisions for mobile home parks, is hereby amended to reads as follows:

(a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:

1. Single-family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: ~~Fourteen dollars and ten cents (\$14.10)~~ **Fourteen dollars and forty-five cents (\$14.45)** per month for a 95-gallon refuse container or ~~eleven dollars and eighty cents (\$11.80)~~ **twelve dollars and nine cents (\$12.09)** per month for a 65-gallon refuse container.
2. Apartments complexes in excess of three units: eleven dollars and ~~thirteen cents (\$11.13)~~ **forty-one cents (\$11.41)** per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
3. Mobile home parks: Fourteen dollars and ~~ten cents (\$14.10)~~ **forty-five cents (\$14.45)** per month per mobile home space, based on the highest number of spaces that are occupied during the month.
3. ~~Mobile home parks: Fourteen dollars and nine cents (\$14.09) per month per mobile home space, based on the highest number of spaces that are occupied during the month.~~

SECTION 4. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-28, Business and commercial services fees, is hereby amended to reads as follows:

(a) The minimum charge for commercial sanitation dumpster ~~services per month~~ shall be ~~at the shared rate of a 4 yard dumpster serviced twice per month~~ **at the shared rate of a 4 yard dumpster serviced twice per month** ~~fifty-one dollars and sixty-two cents (\$51.62)~~ **twenty-eight dollars and fifty-three cents (\$28.53)** per business, unless the Director has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be ~~twenty-seven dollars and eighty-three cents (\$27.83)~~ **thirty-one dollars and fifty-four cents (\$31.54)** without bi-weekly recycling or ~~thirty dollars and seventy-seven cents (\$30.77)~~ **thirty-one dollars and fifty-four cents (\$31.54)** with bi-weekly recycling. Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the Director and will be assessed the “shared fee” listed below regardless of how many businesses share the same dumpster.

(b) Where the city furnishes a four-, six-, or eight-yard dumpster, or a “roll-out” container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
Cart		
1-Pickup per Week per cart	\$27.83 28.53	Not allowed
1-Pickup per Week w/ Bi-weekly Recycling	\$30.77 31.54	
4 - Yard Box		
1-Pickup per Week	\$ 76.92 78.84	\$ 38.46 39.42
2-Pickups per Week	\$117.40 120.34	\$ 58.70 60.17
3-Pickups per Week	\$160.92 164.95	\$ 79.96 82.47
4-Pickups per Week	\$204.44 209.56	\$102.22 104.78
5-Pickups per Week	\$246.95 253.13	\$123.48 126.56
6-Pickups per Week	\$296.55 303.96	\$148.27 151.98
1-Pickup per Month	\$ 51.62	\$ 25.81
2-Pickups per Month	\$ 57.18 58.61	\$ 28.59 29.31
6 – Yard Box		
1-Pickup per Week	\$ 95.14 97.52	\$ 47.57 48.76
2-Pickups per Week	\$147.77 151.46	\$ 73.88 75.73
3-Pickups per Week	\$198.37 203.33	\$ 99.19 101.67
4-Pickups per Week	\$248.98 255.20	\$124.49 127.60
5-Pickups per Week	\$301.61 309.15	\$150.80 154.57
6-Pickups per Week	\$362.33 371.39	\$181.17 185.70
1-Pickup per Month	\$ 64.27	\$ 32.13
2-Pickups per Month	\$ 70.85 72.62	\$ 35.42 36.31
8 – Yard Boxes		
1-Pickup per Week	\$114.87 117.75	\$ 57.454 58.87
2-Pickups per Week	\$177.12 181.55	\$ 88.56 90.77
3-Pickups per Week	\$247.96 254.16	\$123.98 127.08
4-Pickups per Week	\$308.69 316.41	\$154.35 158.20
5-Pickups per Week	\$369.42 378.65	\$184.714 189.33
6-Pickups per Week	\$440.26 451.27	\$220.13 225.64
1-Pickup per Month	\$ 80.97	\$ 40.48
2-Pickups per Month	\$ 91.09 93.37	\$ 45.54 46.68

(c) Where additional (special) pickups are requested, a minimum fee of fifty dollars (\$50.00) will be charged per emptied dumpster. The Director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

(d) Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. 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 _____, 2017.

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 ANDERSON, City Attorney



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-319-9945 republicservices.com

February 6, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets,

On behalf of the Oklahoma City Landfill, LLC., I would like to thank you for the opportunity of disposing solid waste at our landfill. We take pride in the quality of service that our landfill offers to our valued customers. Our objective is to provide excellent landfill services to meet or exceed our customer's expectations. We want to accommodate our customer's every need for now and in the future.

With reference to our agreement for "Solid Waste Disposal at Oklahoma City Landfill, LLC." effective February 1, 2017, our solid waste disposal rate will increase by 1.99%. This increase is per our contract with Midwest City on rate adjustments to be increased or decreased by the CPI-W. We have calculated the increase as per the specifications included in our contract and all documentation is attached for your review.

We appreciate your business for now and in the future. I am looking forward to a continued business relationship with the City of Midwest City. If you should have any questions or comments, please feel free to contact me at (405) 317-9945.

Sincerely,

Crystal Griffis
Republic Services of Oklahoma City
Oklahoma City Landfill, LLC.

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	196.3	198.0
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	201.069	204.466
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901(R)	235.251

R : Revised



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-317-9945 republicservices.com

April 16, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets:

On behalf of Republic Services I would like to thank you for the opportunity of managing the City of Midwest City's recycling needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste services.

With reference to our contract for recycling services, effective July 1st, the rates are to be increased to reflect changes in the cost of operations as indicated by fluctuations in the Consumer Price Index for March. Effective July 1, 2017, the new service rates will increase 2.38%.

We appreciate your business and if you have any questions please feel free to contact me at (405) 317-9945.

Sincerely,

Crystal Griffis

Crystal Griffis
Municipal Services Manager

Download: [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801											



7540 SW 59th Street, Oklahoma City, OK
73179
o 405-319-9945 republicservices.com

March 27, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets,


Per our conversation based on adjusting for any major increase or decrease for your PI month of January; the PI increased to 2.5% instead of the 1.99% estimated.

I have attached the chart and calculations. We can make this effective as of March 1, 2017.

We appreciate your business for now and in the future. I am looking forward to a continued business relationship with the City of Midwest City. If you should have any questions or comments, please feel free to contact me at (405) 317-9945.

Sincerely,

Crystal Griffis
Republic Services of Oklahoma City
Oklahoma City Landfill, LLC.

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	201.069	204.466
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
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2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477												

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-25(b), CONTAINER REQUIRED, DUTY TO USE; SECTION 18-26(c) SANITATION CONTAINERS AT COMMERCIAL ESTABLISHMENTS; SECTION 18-27(a), RESIDENTIAL SERVICE FEES; SPECIAL PROVISIONS FOR MOBILE HOME PARKS; SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25(b), Container required; duty to use, is hereby amended to read as follows:

(b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being five dollars and fifty cents (\$5.50) for each additional cart. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in section 18-1 of this Code, in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts shall remain the property of the city even though the resident may have paid for a replacement cart. All carts are to remain at the residence to which they are assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the permission of the resident to which it is assigned. It is the responsibility of the resident to keep the cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be paid by the resident.

SECTION 2. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-26(c), Sanitation Containers at commercial establishments, is hereby amended to read as follows:

(c) All containers at business establishments shall be placed in a location approved by the environmental services director and easily accessible for collection under regulations issued by the city. Should the collector be unable to empty a commercial container because it contains inappropriate items or because access is blocked or prohibited, no unscheduled return trip will be made unless the special pickup fee is paid by the owner, manager or agent of the commercial business. Commercial account drivers are not allowed to exit the vehicle to open enclosure gates. Gates must be opened by 5:00 am on the day of collection. If the driver must return to a business because a gate is not opened, the return trip fee of fifty dollars (\$50.00) will be applied to the account.

SECTION 3. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees; special provisions for mobile home parks, is hereby amended to read as follows:

(a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:

1. Single-family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: Fourteen dollars and forty-five cents (\$14.45) per month for a 95-gallon refuse container or twelve dollars and nine cents (\$12.09) per month for a 65-gallon refuse container.
2. Apartments complexes in excess of three units: eleven dollars and forty-one cents (\$11.41) per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
3. Mobile home parks: Fourteen dollars and forty-five cents (\$14.45) per month per mobile home space, based on the highest number of spaces that are occupied during the month.

SECTION 4. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-28, Business and commercial services fees, is hereby amended to reads as follows:

(a) The minimum charge for commercial sanitation dumpster shall be at the shared rate of a 4 yard dumpster serviced twice per month per business, unless the Director has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be twenty-eight dollars and fifty-three cents (\$28.53) without bi-weekly recycling or thirty-one dollars and fifty-four cents (\$31.54) with bi-weekly recycling. Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the Director and will be assessed the “shared fee” listed below regardless of how many businesses share the same dumpster.

(b) Where the city furnishes a four-, six-, or eight-yard dumpster, or a “roll-out” container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
Cart		
1-Pickup per Week per cart	\$28.53	Not allowed
1-Pickup per Week w/ Bi-weekly Recycling	\$31.54	
4 - Yard Box		
1-Pickup per Week	\$78.84	\$39.42
2-Pickups per Week	\$120.34	\$ 60.17
3-Pickups per Week	\$164.95	\$82.47

4-Pickups per Week	\$209.56	\$104.78
5-Pickups per Week	\$253.13	\$126.56
6-Pickups per Week	\$303.96	\$151.98
2-Pickups per Month	\$58.61	\$29.31

6 – Yard Box

1-Pickup per Week	\$97.52	\$48.76
2-Pickups per Week	\$151.46	\$75.73
3-Pickups per Week	\$203.33	\$101.67
4-Pickups per Week	\$255.20	\$127.60
5-Pickups per Week	\$309.15	\$154.57
6-Pickups per Week	\$371.39	\$185.70
2-Pickups per Month	\$72.62	\$36.31

8 – Yard Boxes

1-Pickup per Week	\$117.75	\$58.87
2-Pickups per Week	\$181.55	\$90.77
3-Pickups per Week	\$254.16	\$127.08
4-Pickups per Week	\$316.41	\$158.20
5-Pickups per Week	\$378.65	\$189.33
6-Pickups per Week	\$451.27	\$225.64
2-Pickups per Month	\$93.37	\$46.68

(c) Where additional (special) pickups are requested, a minimum fee of fifty dollars (\$50.00) will be charged per emptied dumpster. The Director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

(d) Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. 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 _____, 2017.

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 ANDERSON, City Attorney



**Assistant City Attorney
Municipal Court**

100 N. Midwest Boulevard
Midwest City, OK 73110

Office: 405-739-1284

makarns@midwestcityok.org

www.midwestcityok.org

To: Honorable Mayor and Council

From: Mary Ann Karns, Assistant City Attorney/City Prosecutor

Date: May 23, 2017

Subject: Discussion and Consideration of an Ordinance amending Section 25-40 of the Municipal Code, increasing the Technology Fee to \$45.00 from \$40.00, and providing for effective date, severability and repealer.

One of the fees paid by a defendant in Municipal Court is the Technology Fee. The mayor and council first enacted this fee in October of 1999; it has been amended twice, the most recent amendment in 2012. It is currently \$40.00.

The purpose of the Technology Fee is to establish “a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. “

Last fiscal year, the fee generated \$313,213 in income. The technology fund costs for the city were \$434,687. For this fiscal year, the fee is projected to generate \$276,275 with projected costs of \$592,356. Increasing the fee to \$45.00 will increase the revenue by approximately \$35,000.

Attached you will find the proposed amended ordinance.

Staff recommends approval.

Mary Ann Karns
Assistant City Attorney/City Prosecutor

ORDINANCE NO.

**An Ordinance Amending Chapter 25, Municipal Court, Article II, General Provisions,
Section 25-40, Technology Fee; Providing for Effective Date, Providing for Severability
and Providing for Repealer Chapter 25, Article 1**

WHEREAS, the City of Midwest City has previously enacted a technology fee to be assessed in addition to Court Costs to provide for the technology needs of the City; and

WHEREAS, the amount needed for maintain the technology exceeds the revenues generated by this fee; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY:

Section 1. Section 25-40 of Chapter 25, Article II of the Midwest City Municipal Code is hereby amended to read as follows:

There is hereby established a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. There shall be a ~~forty-dollar (\$40.00)~~ forty-five dollar (\$45) fee assessed in addition to any other costs or fees assessed on every citation disposed of in the municipal court except those that are voided, declined for prosecution or on which the defendant is acquitted. The revenues generated by this fee shall be deposited in a nontransferable interest bearing account. Expenditures may be made from this account only for technological maintenance and improvements for the city.

Section 2. Effective Date. This ordinance shall take effect thirty days after publication.

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.

Section 4. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality:

PHILIP ANDERSON, City Attorney

ORDINANCE NO.

**An Ordinance Amending Chapter 25, Municipal Court, Article II, General Provisions,
Section 25-40, Technology Fee; Providing for Effective Date, Providing for Severability
and Providing for Repealer Chapter 25, Article 1**

WHEREAS, the City of Midwest City has previously enacted a technology fee to be assessed in addition to Court Costs to provide for the technology needs of the City; and

WHEREAS, the amount needed for maintain the technology exceeds the revenues generated by this fee; and

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY:

Section 1. Section 25-40 of Chapter 25, Article II of the Midwest City Municipal Code is hereby amended to read as follows:

There is hereby established a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. There shall be a forty-five dollar (\$45) fee assessed in addition to any other costs or fees assessed on every citation disposed of in the municipal court except those that are voided, declined for prosecution or on which the defendant is acquitted. The revenues generated by this fee shall be deposited in a nontransferable interest bearing account. Expenditures may be made from this account only for technological maintenance and improvements for the city.

Section 2. Effective Date. This ordinance shall take effect thirty days after publication.

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.

Section 4. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality:

PHILIP ANDERSON, City Attorney



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: May 23, 2017

SUBJECT: Discussion and consideration of ordinance amending Chapter 24, Motor Vehicles and Traffic of the City of Midwest City code, Article II, Administration and Enforcement, Division 2, Vehicle Impoundment, Section 24-47(b), Duration, Release, Impoundment Fee; Providing for repealer and severability and establishing an effective date. (This item was on Further Information on the May 9, 2017 City Council agenda.)

The current Midwest City Ordinance 24-47 was amended in 2006 to recoup the cost associated with the impound process of a vehicle under MCO 24-44 which continues to increase dramatically and plague law enforcement agencies nationwide. It is estimated that a commissioned officer will average one hour work time or more for a standard impound and this does not include the additional administrative staff necessary to handle the vehicle release, none of which is the responsibility of anyone other than the owner/operator of the vehicle in question.

In order to reduce the amount of financial burden to the city related to vehicle impounds and releases, a police impound fee was created, to authorize the collection of this fee to the police department as a cost prior to release of the vehicle from impound and to create a special fund for deposit of this fee to enhance the police department by offsetting expenditures related to special traffic overtime expenses such as DUI, Traffic Safety Inspections and Seat Belt violations was created. Enumerated charges that shall be subject to the impound fee are; driving under suspension, driving under the influence of alcohol and or drugs and reckless driving.

It is recommended to change Section 24-47 (b) by eliminating the language that the fee be used for strictly traffic safety and to substitute that language for any and all law enforcement related expenses. This amendment will assist in a more effective and efficient use of the impound fee.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Ordinance

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 24, MOTOR VEHICLES & TRAFFIC OF THE CITY OF MIDWEST CITY CODE, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 2 VEHICLE IMPOUNDMENT, SECTION 24-47 (b), DURATION, RELEASE, IMPOUNDMENT FEE; PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

ORDINANCE

Section 1. That Chapter 24, Motor Vehicles and Traffic, of the Midwest City Code, Article II, Administration and Enforcement is hereby amended by amending Section 24-47(b), Duration; release; impoundment fee as follows:

(b) There is hereby created within the police fund a special account into which all impound fees shall be deposited from which expenditures may be used for any and all law enforcement related expenses.

Section 2. 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.

Section 3. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after passage.

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

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



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1204
Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: May 23, 2017

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be available.

J. GUY HENSON, AICP
City Manager



FURTHER INFORMATION



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

May 2, 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 May 2, 2017 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil, Vice-Chairman
Dean Hinton
Jess Huskey
Jay Dee Collins
Jim Smith

Commissioners absent: Floyd Wicker, Chairman
Russell Smith

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

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

Vice-Chairman Greil introduced and welcomed Jim Smith to the Planning Commission.

A. MINUTES:

1. Motion was made by Collins, seconded by Hinton, to approve the minutes of the April 4, 2017 Planning Commission meeting as presented. Voting aye: Hinton, Greil, Huskey, and Collins. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC 1904) Public hearing with discussion and consideration of an ordinance to redistrict from R6, Single Family Residential to C-1, Restricted Commercial, for the property located at 2818 Parklawn Dr.**

Staff members presented a brief overview of this item. The applicant, Carl Mikesch of 14024 Quail Pointe Dr. in OKC was present. Bob Sullivan of 4045 NW 64th St. Suit 340 in OKC was also present. Mr. Mikesch noted that Dual Star Managers was spelled incorrectly in the report. 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: Huskey, Hinton, Greil, Collins and J. Smith. Nay: None. Motion carried.

2 (PC-1905) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, and a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office Retail, for the property described as Lot 1 and the E/2 of Lot 2, Block 4 of the Kanaly East Reno Addition, located at 9708 E. Reno Avenue.

Staff presented a brief overview of this request. Hinton asked if the applicant was aware of the requirements for signs according to the sign ordinance. Staff stated that they were aware. The applicant, Stacy Deen of 1439 Emma Drive was present. Hinton asked if he had any questions about the sign requirements. The applicant did not. A motion was made by Hinton, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: Huskey, Hinton, Greil, Collins and J. Smith. Nay: None. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion among the Commissioners.

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: Hinton, Greil, Huskey, Collins and J. Smith. Nay: None. Motion carried.

The meeting adjourned at 7:24 p.m.

Stan Greil, Vice-Chairman
(KG)



MUNICIPAL AUTHORITY AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request during a meeting call 739-1388.

May 23, 2017 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, 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 a proposed item, that item will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of May 9, 2017, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending April 30, 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'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 TRUSTEES**

May 9, 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. The following members were present: Chairman Matt Dukes; Trustees, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:49 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for May 9, 2017. Staff briefed the trustees on various items on the agenda, and the trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:56 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 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

May 9, 2017 - 7:01 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. The following members were present: Chairman Matt Dukes, Trustees, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 9:33 p.m.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Allen.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of April 25, 2017, as submitted.
2. Discussion and consideration of entering into a Memorandum of Understanding to study establishing a partnership to perform commercial solid waste management services at Tinker Air Force Base.
3. Discussion and consideration of approving and entering into an agreement in the amount of \$10,000 with Dr. Irvin L. Wagner, Professor of Music at University of Oklahoma, for a 50-piece concert band to provide the headliner entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration.
4. Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Ryan Audio Services, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration.
5. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017.

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

Discussion Item.

1. **Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.** Eads made a motion to approve the termination, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

Adjournment. Chairman Dukes adjourned the meeting at 9:34 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: May 23, 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 April 30, 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 2016-2017	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340		
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852		
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		
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		
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533		
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813		
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		
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		
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)		
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038		
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809		
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578		
Key Indicators												
Hotel Room Revenue	268,993	216,282	265,640	252,315	256,155	116,079	147,556	219,474	280,651	257,385		
Food and Banquet Revenue	105,613	220,229	183,624	266,797	175,240	184,013	123,798	181,911	198,025	202,501		
Fiscal Year 2015-2016												
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553	502,540	417,056
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	366,136
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	6,100,564
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	5,363,319
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	483,163
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	443,108
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	6,130,953
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	5,771,593
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	(66,107)
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	(76,972)
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	(30,389)
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	(408,274)



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 23, 2017 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the May 9, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of the Memorial Hospital Authority grant program. (City Manager - G. Henson)
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(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Hospital Authority - 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**

May 9, 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. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Chairman Dukes called the meeting to order at 6:02 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for May 9, 2017. Jim Garrels, President of Fiduciary Capital Advisors, reported on Discussion Item one, the Investment Performance Review of the Hospital Authority, and the trustees sought clarification.

The meeting recessed at 6:11 p.m. and returned at 6:56 p.m. Staff briefed the councilmembers on the remaining items on the agenda.

Chairman Dukes closed the meeting at 7:02 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**

May 9, 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. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 9:34 p.m.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Dawkins.

1. Discussion and consideration of approving the minutes of the April 20, 2017 special meeting, and the April 25, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of approving a resolution and engagement letter for underwriting services for the Sooner Rose Increment District Project.
3. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statement and Report of Certified Public Accountants of Sooner Town Center, LLC II for calendar years ending December 31, 2014 and December 31, 2015.

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

Discussion Item.

1. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending March 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Eads made a motion to accept the report, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion of the refinancing of the Town Center Redevelopment Project.** Eads made a motion to authorize Sooner Investment to contract with HHF regarding refinancing of the Town Center Project and authorizing the assignment of the anchor ground rent to the subject lender, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** Allen made a motion to go into executive session, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Council went into executive session at 9:36 p.m.

Mayor Dukes reconvened in open session at 9:54 p.m. Eads made a motion to authorize the City Manager to take action as discussed in executive session, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 9:54 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
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Susan Eads
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 23, 2017

SUBJECT: Discussion and consideration of the Memorial Hospital Authority grant program.

You may recall at the February 28, 2017 Hospital Authority meeting there was discussion about the grant program process and that you would like to review the process for next year. The Board of Grantors will be meeting around the third or fourth week of June to approve grant forms etcetera for the new fiscal year. Therefore, any suggestions or changes that the Authority would like to make will need to be presented to the Board of Grantors at the June meeting.

Attached you will find the governing documents for the grant process including the Operating Contract by and between the Authority and the Board, the Bylaws of the Board, the Policies and Procedures of the Board, and the current board members for your review.

Lastly, I have asked the Chairman and Vice-Chairman of the Trust Board of Grantors to attend the Council meeting.

J. Guy Henson
General Manager/Administrator

OPERATING CONTRACT BY AND BETWEEN
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
AND
THE TRUST BOARD OF GRANTORS

THIS CONTRACT, effective the 1st day of July, 1998, by and between the Midwest City Memorial Hospital Authority, a public trust (hereinafter the "Authority"), and the members of the Trust Board of Grantors (hereinafter the "Board of Grantors"),

WITNESSETH:

WHEREAS, the Authority's Amended and Restated Trust Indenture expressly authorizes the Authority to make and enter into management contracts and for the furnishing of any services or for the performance of any duties deemed by the trustees of the Authority (hereinafter the "Trustees") to be for and in the best interests of the administration of the trust estate; and

WHEREAS, the Authority deems a Board of Grantors to be the best vehicle by which to have certain duties and obligations performed in the Authority's best interests;

IT IS HEREBY CONTRACTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

GENERAL PROVISIONS

1.1 Scope and Duration.

1.1.1 Scope. This contract shall be binding upon the Authority, its successors and assigns, and upon the Board of Grantors and its successors.

1.1.2 Duration. This contract shall continue in full force and effect for the duration of the trust or until either party gives the other party thirty (30) days written notice of termination.

1.2 Partial Ineffectiveness. The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, sentences, paragraphs, subsections, sections or articles of this contract shall not affect the remaining portions so long as such remaining portions constitute a practicably operable instrument; and any provision herein which shall be in derogation of the obligations and duties of the Authority and which would

constitute a breach of trust under the law of trusts shall be ineffective and inoperative notwithstanding its inclusion herein. Any such invalid or ineffective portion was inserted conditionally upon it being valid and effective only as aforesaid and this contract shall be construed as if such invalid or ineffective portion had been omitted.

II.

THE BOARD OF GRANTORS

2.1 Establishment of Board. The Board of Grantors is established to perform the duties and with the powers hereinafter set forth. The Board of Grantors shall be composed of nine (9) members. A quorum of the Board of Grantors shall consist of a majority of its members and at least a majority of its members must be present in order for the Board of Grantors to take any action. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present.

2.2 Limitations on Board Members. No member of the Board of Grantors shall be eligible:

(a) To enter, directly or indirectly, into any contract for profit with the Authority or the Board of Grantors;

(b) To profit in any manner, directly or indirectly, by reason of membership on the Board of Grantors;

(c) To be employed by the Authority during his/her term or within two (2) years after expiration of the term for which such member was appointed;

(d) To serve more than two (2) consecutive four-year terms but appointment to serve an unexpired term shall be considered a full term for this purpose only if the appointee serves as such for a period in excess of two (2) years; or

(e) To receive compensation for serving as a member the Board of Grantors, however, members of the Board of Grantors may obtain reimbursement with approval of the Authority for their actual expenses incurred while performing or participating in activities directly related to their duties and responsibilities as members of the Board of Grantors.

2.3 Term, Appointment and Removal.

2.3.1 Term. Each member of the Board of Grantors shall serve a four-year term. No member of the Board of Grantors

shall be eligible to serve more than two (2) consecutive terms. A term shall consist of more than two years of membership.

2.3.2 Qualifications. Members of the Board of Grantors must be at least twenty-five (25) years of age and must be residents of or employed within the corporate limits of the city of Midwest City for at least one (1) year prior to appointment and throughout their term. Members of the Board of Grantors should be chosen for their business or community experience but can also be chosen based upon their representation of an at-risk segment of the Midwest City community.

2.3.3 Appointment. Each Trustee shall nominate one (1) member of the Board of Grantors, which member must be confirmed by an affirmative vote of a majority of the Trustees present to be eligible to serve on the Board of Grantors. The Midwest City Chamber of Commerce shall appoint two (2) members of the Board of Grantors. The initial appointees to the Board of Grantors based on nominations of the trustees who serve as the mayor and as councilmembers for Ward 1, Ward 3 and Ward 5 of the city of Midwest City and one of the Chamber of Commerce's appointees shall serve for a period of two (2) years so that, in the future, every two (2) years approximately one-half of the Board of Grantors shall be appointed or reappointed. In the event of a vacancy on the Board of Grantors, the entity that initially appointed the member last holding the vacant office shall nominate or appoint, as appropriate, a replacement subject to confirmation by an affirmative vote of a majority of the Trustees in the case of an appointment by a Trustee.

2.3.4 Removal. Any member of the Board of Grantors may be removed by the Authority for good and sufficient cause certified by a resolution of the Authority. "Good and sufficient cause" may be defined as, but not limited to, failing to attend more than one-half of all meetings of the Board of Grantors in any period of four (4) consecutive months.

III.

DUTIES OF BOARD OF GRANTORS

3.1 Obligations of Board of Grantors and Authority.

(a) The Board of Grantors shall have the duty to:

(1) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(2) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (i) Economic development;
- (ii) Education;
- (iii) Revitalization of the city of Midwest City;
- (iv) Community;
- (v) Housing;
- (vi) Safety;
- (vii) Youth and family; or
- (viii) Health;

(3) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applications to fund and in what amount within the budget set by the Authority each year;

(4) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(5) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time.

(b) The Authority shall have the duty to:

(1) Review the Board of Grantors's recommendations and fund those grant applications that the Authority deems the most appropriate use of its funds;

(2) Review any other recommendations made by the Board of Grantors and take appropriate action based on those recommendations; and

(3) Determine and notify the Board of Grantors, prior to September 1 of each year, of the amount of the Authority's funds available for distribution for grants.

3.2 Staff.

(a) The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority.

(b) The City Attorney for the City of Midwest City shall be the attorney for the Authority and for the Board of Grantors. The attorney shall attend such meetings and provide such legal advice as requested by the Board of Grantors.

IV.

REPORTS TO AUTHORITY; MEETINGS OF AUTHORITY

4.1 The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

4.2 At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

V.

MEETINGS OF THE BOARD OF GRANTORS


5.1 Organization. The Board of Grantors may determine its own methods of organization and functioning, and its officers and their duties. However, any bylaws of the Board of Grantors that are approved by the Board of Grantors must be approved by the Authority prior to being effective.

5.2 Meetings. The Board of Grantors shall meet as often as it deems appropriate. Notice of the time and place of each meeting of the Board of Grantors shall be given and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings and supporting documents of the Board of Grantors shall be furnished to members of the Authority and to the City Attorney of the City of Midwest City.

IN WITNESS WHEREOF, the parties hereto have executed this contract in multiple counterparts, each of which constitutes one and the same contract, to be effective as of July 1, 1998.

DATED this 28th day of July, 1998.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY


Chairman

ATTEST:


Secretary

8/04/98
Date

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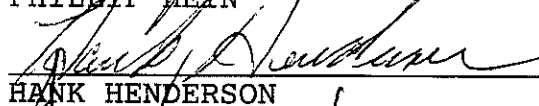
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MEMBERS OF THE TRUST BOARD OF
GRANTORS

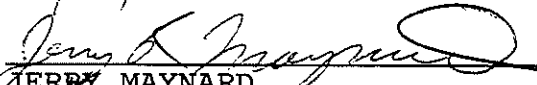

KEITH BEACHLER


PHILLIP HEIN



HANK HENDERSON


JAMES F. HOWELL


MARY KALBERT


JERRY MAYNARD


SMOKEY MCKINNEY


JOHNNY MORGAN


C. W. SNYDER

APPROVED AS TO FORM AND LEGALITY this 4th day of
August, 1998.

Katherine Baker
City Attorney

BYLAWS
OF
THE TRUST BOARD OF GRANTORS

PREAMBLE

For the purpose of these bylaws, the words "Board of Grantors" shall mean the Trust Board of Grantors and the word the "Authority" shall mean the Midwest City Memorial Hospital Authority.

Membership on the Board of Grantors carries with it a responsibility that makes it obligatory for each member of the Board of Grantors to perform the duties involved as conscientiously and as efficiently as possible.

The members of the Board of Grantors are appointed by the Authority and the Midwest City Chamber of Commerce, and shall perform their obligations and duties in accordance with the rules, regulations and procedures established by the Authority.

The Mission Statement governing the Board of Grantors when considering grant applications shall be to preserve, endow and support the betterment of the community of Midwest City.

ARTICLE I

OFFICERS OF THE BOARD OF GRANTORS

As soon as practicable after the initial Board of Grantors is appointed, and annually thereafter, the Board of Grantors shall meet and elect from among its members a chairman, a vice-chairman and a secretary/treasurer. No member of the Board of Grantors may serve more than two (2) consecutive one-year terms in any one office.

The chairman shall preside at all meetings and shall be an ex-officio member of all committees. S/he shall sign all official documents approved by the Board of Grantors.

The vice-chairman shall preside at all meetings and perform all other duties of the chairman when the chairman is absent or otherwise unable or unwilling to perform the duties of chairman. When acting as the chairman in the absence, inability or unwillingness of the chairman to act, the vice-chairman shall have all of the powers and authority of the chairman.

The secretary/treasurer shall keep the minutes and proceedings of all meetings of the Board of Grantors. The secretary/treasurer shall also be the custodian of all correspondence, reports and records of the Board of Grantors. The

secretary/treasurer is also responsible for the proper accounting of the recommendations to the Authority for the disbursement of grant funds.

ARTICLE II

COMMITTEES

Committees of the Board of Grantors shall be standing or special committees. Committees shall be created as necessary by a majority vote of the Board of Grantors.

ARTICLE III

MEETINGS OF THE BOARD OF GRANTORS

The fiscal year of the Board of Grantors shall be from July 1 through June 30. The Board of Grantors shall hold meetings as needed to accomplish its mission. Notice of the time and place of the Board of Grantors's regular meetings shall be made in writing by December 15 of each year to the Midwest City City Clerk indicating the date, time and place for each regular meeting for the following calendar year. Public notice of each meeting shall be filed and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings of the Board of Grantors and supporting documents shall be furnished to members of the Authority and to the attorney for the Board of Grantors and the Authority. A quorum of a majority of the members of the Board of Grantors must be present at any meeting for the Board of Grantors to conduct any business. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present. Members of the Board of Grantors may be subject to removal if they are absent from more than one-half of all of the meetings held by the Board of Grantors in any consecutive four-month period.

Special meetings may be called as necessary to carry out the purposes of the Board of Grantors. Special meetings may be called by the chairman or by written request to the secretary/treasurer of a majority of the members of the Board of Grantors. Notice of such special meeting shall be given to all members of the Board of Grantors.

The following is a suggested agenda for the Board of Grantors:

1. Call to order
2. Approval of minutes of previous meetings
3. Old business

4. New business
5. Reports of officers and committees
6. Communications
7. Other business.

IV.

DUTIES OF THE BOARD OF GRANTORS

The Board of Grantors shall have the duty to:

(a) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(b) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (1) Economic development;
- (2) Education;
- (3) Revitalization of the city of Midwest City;
- (4) Community;
- (5) Housing;
- (6) Safety;
- (7) Youth and family; or
- (8) Health;

(c) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applica-

tions to fund and in what amount within the budget set by the Authority each year;

(d) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(e) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time; and

(f) Disclose any and all relationships that any member of the Board of Grantors has or may have with any governmental agency, individual, entity, corporation or organization that applies for a grant from the Authority. This duty also applies to each member of the Board of Grantors requiring that s/he disclose to the Board of Grantors any and all relationships s/he has or may have with any governmental agency, individual, entity, corporation or organization prior to the Board of Grantors's consideration of any grant application from a governmental agency, individual, entity, corporation or organization with which any member of the Board of Grantors has or may have a relationship of any kind or description.

V.

STAFF

The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority. The Board of Grantors may adopt policies and procedures. These policies and procedures should guide the staff in its implementation of the Board of Grantors's duties and obligations to the Authority.

VI.

REPORTS TO, MEETINGS OF AUTHORITY

The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

VII.

APPLICATIONS FOR GRANT FUNDS

(1) All applications for grant funds, to be eligible for consideration by the Board of Grantors, must contain the following information and such other information as the Board of Grantors may request:

(a) Name, address and telephone number of the applicant and the name of a specific contact person who shall represent the applicant during the application process;

(b) A specific description of for what the grant funds, if received, will be used; and

(c) A specific description of how the use of the grant funds, if received, will benefit the Midwest City community.

(2) All applications shall be reviewed and receive equal consideration regardless of the applicant's race, creed, color, religion, sex, handicap or national origin.

VIII.

INDEMNIFICATION OF THE BOARD OF GRANTORS

Every person who is now or shall be a member of the Board of Grantors in the future shall be indemnified by the Authority against all costs and expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon any member in connection with or resulting from any action, suit or proceeding of whatever nature to which such member is or shall be made a party by reason of being or having been a member of the Board of Grantors, whether or not such member holds that position at the time the member is made a party to such action, suit or proceeding or at the time such costs or expenses are incurred or imposed. The Authority shall not, however, indemnify any member of the Board of Grantors in any action, suit or proceeding when it has been determined that the member acted outside the scope of the member's duties as a member of the Board of Grantors.

IX.

AMENDMENTS TO BYLAWS

These bylaws may be amended after notice is given at any regular meeting of the Board of Grantors. At the next meeting following the meeting at which notice that the bylaws would be amended was provided, a two-thirds (2/3) majority of the members of the Board of Grantors present shall be required for adoption of the amendment. An amendment shall be effective upon its approval by the Authority.

X.

ADOPTION OF BYLAWS

These bylaws may be adopted at any meeting of the Board of Grantors and shall become effective when approved by the Board of Grantors and the Authority. In the event any of these bylaws shall be in conflict with the Amended and Restated Trust Indenture or the Operating Contract between the Authority and the Board of Grantors, the Amended and Restated Trust Indenture and the Operating Contract shall prevail over these bylaws.

THESE BYLAWS WERE PASSED, APPROVED AND ADOPTED by the Board of Grantors on the 7th day of July, 1998, and approved by the Authority on the 14th day of July, 1998.

TRUST BOARD OF GRANTORS

Robert F. Howell
Chairman

ATTEST:

Mary Kaelbert
Secretary/Treasurer

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY

Eddie O. Reed
Eddie O. Reed, Chairman

ATTEST:

Tommy Melton
Tommy Melton, Secretary

1998.

APPROVED AS TO FORM AND LEGALITY this 14th day of July,

Katherine Bolles
City Attorney

POLICIES AND PROCEDURES OF
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
TRUST BOARD OF GRANTORS

DEFINITIONS:

Authority: The Midwest City Memorial Hospital Authority, a public trust, or, interchangeably, the trustees of that trust.

Board of Grantors or Board: The Trust Board of Grantors of the Authority or, interchangeably, the members of that board.

Policy: A basic principle by which the Board of Grantors guides its affairs and organization.

Procedure: An established method or manner by which the bylaws and policies of the Board of Grantors is implemented.

A. POLICIES

ADMINISTRATION:

(1) Purposes and objectives of the Board of Grantors:
The purposes and objectives of the Board of Grantors are to:

- (a) Seek, request, apply for and receive grants, gifts and donations;
- (b) Advertise and distribute materials to members of the public seeking a grant from the Authority;
- (c) Review the returned completed grant applications from members of the public seeking a grant from the Authority; and
- (d) Make recommendations to the Authority, within the funding limits set by the Authority each year, as to which grant applications should be funded.

(2) Duties and responsibilities of the Board officers:

Chairman: Preside at all meetings; be an ex-officio member of all committees; and sign all official documents approved by the Board of Grantors;

Vice-Chairman: Preside at all meetings; perform the duties of the chairman when the chairman is absent or unwilling to perform the duties of the chairman; and, when acting as the chairman, have all the powers and authority of the chairman.

Secretary/treasurer: Keep the minutes and proceedings of all meetings of the Board of Grantors; be the custodian of all correspondence, reports and records; and be responsible for the proper accounting of the disbursement of grant funds.

(3) Meetings: Prior to December 15 of each year a list of all of the dates and times of all of the regular meetings of the Board of Grantors for the next calendar year shall be forwarded to the Authority and the city clerk for the City of Midwest City. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Equal opportunity statement: No employee of the Authority or grant applicant will be discriminated against because of race, color, creed, sex, age, religion, physical handicap or national origin.

B. PROCEDURES

(1) Board of Grantors: Seven (7) members of the Board of Grantors are appointed by the Authority and two (2) by the Midwest City Chamber of Commerce. The Board members shall elect a chairman, a vice-chairman and a secretary/treasurer.

(2) Committees: There shall be two types of committees of the Board of Grantors: standing and special. Committees shall be created as necessary by the chairman or by a majority vote of the Board of Grantors.

(3) Meetings: Unless otherwise indicated on the agenda, all meetings of the Board of Grantors will convene in the second floor conference room at Midwest City City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma. All dates, times and places of all committee meetings shall be given to the Secretary of the Authority at least 72 hours prior to each meeting. Special meetings of the Board of Grantors can be called on an as-needed basis as determined by the chairman or by a majority of the Board of Grantors. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Duties of the Board of Grantors:

- (a) To seek, request, apply for and receive grants, gifts and donations to be administered by the Authority with the assistance of the Board of Grantors;
- (b) To review applications for the disbursement of grant monies ensuring that the applications comply with the Authority's objectives and the guidelines of the Operating Agreement between the Authority and the Board of Grantors. The following guidelines shall be used in the evaluation of each application:
 - (i) The primary and foremost consideration of the benefit to the community shall be the final determination whether to fund grant applications.
 - (ii) Each application will be individually reviewed and evaluated by each Board member uniformly and without bias prior to the ranking meeting. Each Board member shall complete evaluation forms that have a numerical weight to each area of the application for each application prior to the ranking meeting.
 - (iii) If there is an application that is illegible or that a Board member cannot understand, he/she shall seek advice of counsel prior to evaluating or abstain from evaluating that application. Any Board member that discovers he/she has a potential conflict of interest pertaining to any grant application must inform the Board of Grantors of that conflict and should abstain from evaluating that application.
- (c) To rate the submitted grant applications on a competitive basis using the following criteria:
 - (i) Need for the project in the community of Midwest City, Oklahoma;
 - (ii) Project description and specific plans for implementation and use of grant funds;

- (iii) Number of citizens or visitors that the project would benefit in the community;
- (iv) Positive impact the project would have in the community; and
- (v) Plans for project evaluation objectives;
- (d) Periodically conduct a community analysis and submit a report to the Authority as to the needs of the community. This can be a committee project and reviewed annually;
- (e) Send to the Authority by March 1 of each year a ranking list of those grant applications that meet the guidelines; and
- (f) Make recommendations to the Authority as may be appropriate for the benefit of the Authority, and perform such duties and have such other powers as the Authority may determine from time to time.

(5) Rating of grant applications: After each Board member has read all of the grant applications and completed an evaluation form for each with rating numbers, all sections of the evaluation form will be added together to determine that Board member's point total for each grant application. All of the Board members' point totals for each grant application will be added together and divided by the total number of evaluating Board members. This number then becomes the ranking number for that grant application. This procedure continues until all grant applications are evaluated and ranked from the highest to lowest. If clarification of a grant application or a project is needed, this can be accomplished by a visit by or to the Board of Grantors or by written clarification submitted by an applicant of specific areas of a grant application or a project at the sole and exclusive discretion of the Board of Grantors.

(6) Grant limitations: Only one application will be considered if two or more identical applications are submitted. No identical grant will be funded in subsequent years but multi-year grant applications will be considered. All grant applications must be double spaced and typewritten or printed in black ink, and must be received by the Secretary of the Authority prior to 5:00 p.m. on the designated deadline to qualify for consideration for funding by the Board of Grantors.

(7) Annual review: These procedures shall be reviewed annually or as directed by the chairman of the Board of Grantors or of the Authority.

(8) Attendance at Authority meetings: At least one member of the Board of Grantors shall attend meetings of the Authority when requested to do so by the Authority.

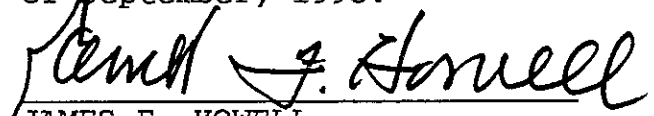
C. REPORTS TO THE AUTHORITY

(1) Ranking report: The Board of Grantors shall prepare and submit to the Authority a report ranking those grant applications with the highest total point averages as its recommendations as to which grant applications should be funded. At no time shall the funding recommendations of the Board of Grantors exceed the funding limits identified by the Authority no later than September 1 of each year as being available for distribution as grants.

(2) Year-end report: The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. The year-end report will contain some indication of the objectives, aims and goals of the Board of Grantors.

(3) Budget: The Board of Grantors shall submit a budget of its intended expenditures for the following fiscal year to the Authority before May 1 of each year. This budget will be prepared by the Authority's Secretary and approved by the Board of Grantors prior to submission for the Authority's approval.


THESE POLICIES AND PROCEDURES were passed and approved by the Trust Board of Grantors of the Midwest City Memorial Hospital Authority on the 10th day of September, 1998.


JAMES F. HOWELL
Chairman

ATTEST:


MARY KALBERT
Secretary/Treasurer

APPROVED AS TO FORM AND LEGALITY this 10th day of September, 1998.


KATHERINE BOLLES
Attorney for the Trust Board
of Grantors

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
TRUST BOARD OF GRANTORS**

(Council/Chamber appointed/approved - limit 2 terms per appointment dates/4 year terms)

Chamber Appointee - **Pam Dimski**

Original appointment: 05/26/10

1st Term ended 05/27/14

Term ends 05/13/18

Chamber – **Dara McGlamery**

Original appointment: 04/26/16

1st Term ends 04/26/20

Ward 1 - **John Cauffiel - Vice Chairman**

Original appointment: 11/22/11

Terms out on 04/26/20

Ward 2 - **Charles McDade**

Original appointment: 04/14/09

1st Term ended 05/13/14

Term ends 05/13/18

Ward 3 - **Sheila Rose**

Original appointment: 04/26/16

Term ends 04/26/20

Ward 4 - **Marcia Conner**

Original appointment: 04/08/14

Terms out on 05/13/18

Ward 5 – **Joyce Jackson**

Original appointment: 04/26/16

1st Term ends 04/26/20

Ward 6 - **Nancy Rice - Chairman**

Original appointment: 04/28/10

1st Term ended 04/08/14

Term out on 05/13/18

Mayor – **Sherry Beaird, Secretary/Treasurer**

Original appointment: 11/09/10

Terms out on 04/26/20



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Susan Eads
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: May 23, 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
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Susan Eads
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 23, 2017

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator