



MIDWEST CITY
MEETING AGENDAS FOR
January 09, 2018

STAFF BRIEFING

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

January 09, 2018 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Memorial Hospital Authority, Economic Development Commission, and the Economic Development Authority for January 09, 2018.



CITY COUNCIL AGENDA



MIDWEST CITY COUNCIL MEETING AGENDA

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

January 09, 2018 - 7:00 PM

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Carl Albert Jr. ROTC Cadet Ammaris Robinson and Wesley Barkema
- Community related announcements and comments

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of December 12, 2017, both as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of November, 2017. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Reimbursed Projects Fund, revenue/Miscellaneous (37) \$609; expenses/Housing (37) \$609. General Gov't Sales Tax Fund, expenses/Transfers Out (15) \$599. Risk Fund, revenue/Transfers In (00) \$599. (Finance - C. Barron)
4. Discussion and consideration of approving new sales tax agreement with Oklahoma Tax Commission. (Finance - C. Barron)
5. Discussion and consideration to authorize Staff to execute an Oklahoma Corporation Commission Request for Variance to close an underground storage tank in place at 5825 SE 15th Street. (Economic Development - R. Coleman)
6. Discussion and consideration of entering into a revised Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond. (City Manager - G. Henson)
7. Discussion and consideration of accepting a Permanent Utility Easement for the construction of a sanitary sewer extension located at 5600 Tinker Diagonal Drive. The easement is located within the corporate limits of the City of Midwest City, located in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

8. Discussion and consideration of approving and entering into a Memorandum of Understanding with the United States Marshals Service, Violent Offender Task Force to establish the terms and conditions under which the City will participate in a limited part-time basis. (Police - B. Clabes)
9. Discussion and consideration of reappointing Russell Smith to the Planning Commission for an additional three-year term. (Community Development - B. Harless)
10. Discussion and consideration of declaring used fire uniform badges surplus and authorizing their disposal by public auction or sealed bid. (Fire - B. Norton)

D. DISCUSSION ITEMS.

1. (PC-1930) Public hearing with discussion and consideration of a petition to rename Windsong Drive located within the Turtlewood Addition to Snapper Lane. (Community Development - B. Harless)
2. (PC – 1931) Discussion and consideration of approval of the proposed Final Plat of Sundance Section 6, a single family residential development for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W. (Community Development - B. Harless)
3. (PC – 1932) Discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. (Community Development - B. Harless)
4. (PC-1936) Public hearing with discussion and consideration of an ordinance to amend the Planned Unit Development governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
5. Discussion and consideration of reaffirming Council Resolution NO. 2015-27 and presenting formal comments at the public hearing hosted by the Oklahoma Water Resources Board (OWRB) January 16th 2018. (Public Works - V. Sullivan)
6. Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on January 12, 2021. (Public Works - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Minutes of the December 5, 2017 Board of Adjustment meeting. (Community Development - B. Harless)
2. Minutes of the December 5, 2017 Planning Commission meeting. (Community Development - B. Harless)

G. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Staff Briefing Minutes

December 12, 2017 – 6:00 PM

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

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for December 12, 2017.

Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes adjourned the meeting at 6:39 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

Midwest City Council Minutes

December 12, 2017 – 7:00 PM

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

Mayor Matt Dukes called the meeting to order at 7:00 PM with the following members present: Councilmembers *Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Opening Business. Public Works Director, Vaughn Sullivan opened with the invocation; followed by the Pledge of Allegiance led by ROTC Cadets Janessa Harris.

The Mayor moved to Discussion Item one:

1. **Discussion and consideration of 1) recognizing the Midwest City High School and Carl Albert High School winning flag designs, and 2) considering changing the official Midwest City Flag.** The Mayor recognized Matt Moler from Midwest City High School and Patience Barnett from Carl Albert High School for being the finalist from their schools in the 75th Anniversary Flag Design Contest. No action taken.

* Councilmember Eads left the meeting at 7:15.

The Mayor proceeded back to opening business:

- Recognition of the following 5th Grade Students, who were finalist in the 75th Anniversary 5th Grade Writing Contest:
 - Terrell Orange from Telstar Elementary
 - Blake McFadden from Soldier Creek Elementary
 - Jordan Teague from Schwartz Elementary

Staff and Council made community-related announcements.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 28, 2017, both as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Fire Fund, revenue/Miscellaneous (00) \$1,523; expenses/Fire (64) \$1,523.
3. Discussion and consideration of entering into an Onsite Service Agreement with Catapult Health for fiscal year 2017-18 in the amount of \$160.00 per participant to provide work-site health evaluations, including a blood test performed by a Piccolo Analyzer from Abaxis, as part of the launch of the Midwest City Wellness Plan.

Discussion Items.

2. **Discussion and consideration of a presentation by Brent Hawkinson, the Association of Central Oklahoma Governments (ACOG) Division Director, regarding an update on the 9-1-1 Program overview and fund balance.** No action taken.
3. **Discussion and consideration of approving a resolution establishing 100% of all fees and taxes from 9-1-1 emergency telephone services to be collected by ACOG for the period January 1, 2018 through June 30, 2018. (This item is continued from the November 28, 2017 Council meeting.)** No action taken.
4. **Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road in the amount of \$322,154.75. (Continued from November 14th, 2017 Council meeting.)** Teresa Scott, 11290 Roefan Rd., and Aaron Dossey, 2211 Windsong, spoke with the Council. After discussion, no action was taken.
5. **Discussion and consideration of accepting a Year End report presented by Gallagher on the City of Midwest City Employees' Health Benefits Plan.** Kristy Ventimiglia, Gallagher representative, presented the report. Councilmember Reed made a motion to accept the report, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
6. **Discussion and consideration of entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from November 14, 2017 Council meeting.)** No action taken.
7. **Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Miscellaneous, by amending Article VI, Weapons, Section 28 – 105 Hours Sales Firearms; Section 28 – 107 Discharge of Bows and Arrows; and Section 28 – 108 Pointing and Discharging Firearms, Etc.; providing for a Repealer and Severability. (This item was on Further Information at the November 28, 2017 City Council meeting.)** Economic Development Director, Robert Coleman addressed the Council. Dawkins made a motion to approve Ordinance 3327, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
8. **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 30-2(a), Acts prohibited in city parks; establishing an effective date; and providing for repealer and severability. (This item was on Further Information at the November 28, 2017 City Council meeting.)** Public Works Director, Vaughn Sullivan addressed the Council. Dawkins made a motion to approve Ordinance 3326, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

9. **Discussion and consideration of approval of a resolution (1) approving the Trust Indenture creating the Midwest City Economic Development Authority (“Authority”); (2) approving and accepting beneficial interest for the City of Midwest City in the Authority; and (3) appointing Trustees of the Authority.** John Williams, 522 Colcord Dr. OKC, addressed the Council. Byrne made a motion to approve Resolution 2017-54, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
 10. **Discussion and consideration of extending the existing agreement on file with the City of Choctaw, to provide emergency animal control services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018.** Reed made a motion to approve the agreements, seconded by Allen. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
 11. **Discussion and consideration of extending the existing agreements on file with the Cities of Choctaw, Harrah, Nicoma Park and the Town of Jones to provide animal care services for the remainder of fiscal year 2017-18 through June 30, 2018 and approve the Town of Forest Park from December 31, 2017 through June 30, 2018.** Reed made a motion to approve the agreements, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
 12. **Discussion and consideration of appointing a new member to the Midwest City Tree Board for a three-year term ending on November 10, 2020. (Continued from the November 28, 2017 Council meeting.)** Allen made a motion to appoint Dave Williams to the Tree Board, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
 13. **Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020.** Allen made a motion to appoint Theodis Manning, Sr. to the Park and Recreation Board, seconded by Reed. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.
- * Councilmember Eads returned to the meeting at 8:09 PM.
14. **Discussion and consideration of the establishment of an Innovation District Stakeholders Committee that will meet on-call for the development of the Innovation District Plan.** Dawkins made a motion to establish the Committee and appoint the proposed members, seconded by Byrne. 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.

The Mayor recessed the meeting at 8:10 PM and returned at 10:02 PM.

Executive Session.

1. **Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.** Allen made a motion to enter 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 10:02 PM.

Reed made a motion to reconvene into open session, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Council reconvened into open session at 10:15 PM.

Byrne made a motion indicating that the City Manager, Guy Henson, had performed his duties in a satisfactory manner in the year 2017, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 10:16 PM.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: January 9, 2018

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

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

Parks & Recreation (123) decreased because of:

Purchase of 20 new golf carts <\$81,000>

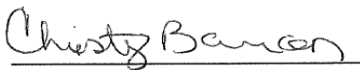
Water (191) decreased because of the quarterly payment to:

Central Oklahoma Master Conservancy <\$318,264>

MWC Hospital Authority (425) activities for November:

Compounded Principal (9010) - unrealized gain on investment	\$1,825,345
Discretionary (9050) - unrealized gain on investment	\$262,725
- realized gain on sale of property	\$920,709
In Lieu of/ROR/Misc (9060) - in lieu of tax revenue	\$1,004,282

This item is at Council's discretion.



Christy Barron
Finance Director

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

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
9	GENERAL GOVERNMENT SALES TAX	1,657,900	-	1,674,435	207,664	(224,200)	(16,536)	1,657,900	-
10	GENERAL	4,567,938	(142,757)	4,321,516	15,778,290	(15,674,625)	103,665	4,425,182	-
11	CAPITAL OUTLAY RESERVE	917,578	-	910,331	7,247	-	7,247	917,578	-
13	STREET AND ALLEY FUND	987,099	-	855,701	240,296	(108,897)	131,399	987,099	-
14	TECHNOLOGY FUND	269,203	-	409,613	133,858	(274,268)	(140,410)	269,203	24,684
15	STREET LIGHT FEE	764,657	-	522,584	242,073	-	242,073	764,657	-
16	REIMBURSED PROJECTS	689,785	(184,126)	547,839	69,434	(111,614)	(42,179)	505,660	-
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,434,937	51,812	(51,812)	-	5,434,937	-
20	MWC POLICE DEPARTMENT	1,323,041	-	1,246,407	5,307,738	(5,231,103)	76,634	1,323,041	644,347
21	POLICE CAPITALIZATION	906,859	-	890,210	110,360	(93,710)	16,649	906,859	-
25	JUVENILE FUND	26,330	-	10,774	41,280	(25,724)	15,556	26,330	5,332
30	POLICE STATE SEIZURES	60,322	-	60,510	477	(665)	(188)	60,322	-
31	SPECIAL POLICE PROJECTS	74,969	-	73,425	6,340	(4,795)	1,544	74,969	-
33	POLICE FEDERAL PROJECTS	67,550	-	69,900	331	(2,681)	(2,350)	67,550	-
34	POLICE LAB FEE FUND	15,631	-	17,610	3,897	(5,876)	(1,979)	15,631	-
35	EMPLOYEE ACTIVITY FUND	20,191	-	19,641	1,204	(655)	550	20,190	-
36	JAIL	115,256	-	130,475	28,293	(43,511)	(15,218)	115,256	-
37	POLICE IMPOUND FEE	203,377	-	197,845	30,377	(24,844)	5,533	203,377	-
40	MWC FIRE DEPARTMENT	938,345	(4)	967,831	4,290,493	(4,319,983)	(29,490)	938,341	517,796
41	FIRE CAPITALIZATION	595,876	-	574,356	155,792	(134,272)	21,520	595,876	-
45	MWC WELCOME CENTER	348,186	(189)	351,874	88,819	(92,695)	(3,876)	347,997	9,933
46	CONV / VISITORS BUREAU	174,206	-	166,636	142,221	(134,651)	7,570	174,206	17,622
50	DRAINAGE TAX FUND	62,344	-	61,453	891	-	891	62,344	-
60	CAPITAL DRAINAGE IMP	425,013	-	427,064	191,219	(193,270)	(2,051)	425,013	21,618
61	STORM WATER QUALITY	942,373	-	943,553	321,071	(322,251)	(1,180)	942,373	37,141
65	STREET TAX FUND	1,337,168	-	1,241,274	187,331	(91,437)	95,894	1,337,168	-
70	EMERGENCY OPER FUND	527,541	-	598,793	168,180	(239,433)	(71,252)	527,541	20,932
75	PUBLIC WORKS ADMIN	329,604	-	291,156	407,235	(368,788)	38,448	329,604	-
80	INTERSERVICE FUND	256,360	-	272,360	953,751	(969,751)	(16,000)	256,360	-
81	SURPLUS PROPERTY	358,390	(288,143)	65,589	20,895	(16,236)	4,658	70,247	-
115	ACTIVITY FUND	359,384	-	335,598	66,707	(42,921)	23,786	359,384	-
123	PARK & RECREATION	594,196	-	641,380	228,380	(275,564)	(47,184)	594,196	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	191,476	(191,476)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	182,608	(8,025)	159,993	72,924	(58,334)	14,591	174,583	-
143	GRANT FUNDS	119,673	(59,673)	60,000	78,260	(78,260)	-	60,000	-

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

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
157	CAPITAL IMPROVEMENTS	2,321,663	-	2,286,008	220,222	(184,567)	35,655	2,321,663	-
172	CAP. WATER IMP-WALKER	601,314	-	435,881	241,639	(76,205)	165,433	601,314	-
178	CONST LOAN PAYMENT REV	2,327,386	-	2,047,301	378,835	(98,749)	280,086	2,327,386	-
184	SEWER BACKUP FUND	79,935	-	79,795	634	(495)	139	79,935	-
186	SEWER CONSTRUCTION	3,395,972	(175,000)	3,125,875	619,816	(524,719)	95,096	3,220,972	1,111,650
187	UTILITY SERVICES	560,060	(924)	526,935	511,742	(479,540)	32,201	559,137	50,769
188	CAP. SEWER IMP.-STROTH	276,379	-	120,773	177,179	(21,573)	155,606	276,379	-
189	UTILITIES CAPITAL OUTLAY	1,943,431	(132,126)	1,606,173	275,114	(69,983)	205,131	1,811,304	-
190	MWC SANITATION DEPARTMENT	2,095,853	-	2,196,682	2,551,656	(2,652,486)	(100,830)	2,095,853	214,079
191	MWC WATER DEPARTMENT	1,841,519	-	1,227,918	3,021,771	(2,408,170)	613,601	1,841,519	252,832
192	MWC SEWER DEPARTMENT	1,283,152	-	1,249,298	2,312,951	(2,279,098)	33,853	1,283,151	241,173
193	MWC UTILITIES AUTHORITY	909,124	-	907,294	7,180	(5,350)	1,830	909,124	-
194	DOWNTOWN REDEVELOPMENT	4,115,290	(6,881)	4,070,581	632,113	(594,285)	37,828	4,108,409	783,950
195	HOTEL/CONFERENCE CENTER	864,649	(656,384)	40,888	2,265,564	(2,098,188)	167,376	208,265	-
196	HOTEL 4% FF&E	853,856	-	885,809	90,874	(122,827)	(31,954)	853,856	-
197	JOHN CONRAD REGIONAL GOLF	164,886	(1,789)	115,510	521,295	(473,707)	47,588	163,097	56,561
201	URBAN RENEWAL AUTHORITY	63,763	-	63,260	504	-	504	63,763	-
202	RISK MANAGEMENT	3,456,294	(37)	3,625,418	846,406	(1,015,566)	(169,160)	3,456,258	1,804,000
220	ANIMALS BEST FRIEND	61,415	-	95,010	16,747	(50,342)	(33,595)	61,415	-
225	HOTEL MOTEL FUND	-	-	-	251,633	(251,633)	-	-	-
230	CUSTOMER DEPOSITS	1,402,738	(1,402,738)	-	11,266	(11,266)	-	-	-
235	MUNICIPAL COURT	59,896	(59,896)	-	558	(558)	-	-	-
240	L & H BENEFITS	2,080,962	(19,005)	1,784,337	3,043,485	(2,765,865)	277,620	2,061,956	-
250	CAPITAL IMP REV BOND	4,526,130	(56,278,123)	(53,371,923)	6,124,908	(4,504,978)	1,619,930	(51,751,993)	-
269	2002 G.O. STREET BOND	511,679	-	560,306	4,309	(52,937)	(48,627)	511,679	-
310	DISASTER RELIEF	1,375,771	(186,849)	1,207,810	83,004	(101,892)	(18,888)	1,188,922	-
340	REVENUE BOND SINKING FUND	-	-	-	2,287,361	(2,287,361)	-	-	-
350	G. O. DEBT SERVICES	187,811	-	182,275	32,879	(27,343)	5,536	187,811	-
351	TAX INCREMENT FINANCING	-	-	-	-	-	-	-	-
352	SOONER ROSE TIF	5,653,017	(16,475,000)	-	15,517	(10,837,500)	(10,821,983)	(10,821,983)	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	87,916,995	(8,906,681)	74,707,723	6,021,237	(1,718,644)	4,302,592	79,010,315	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,942,065	(442,065)	2,500,000	28,953	(28,953)	-	2,500,000	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,154,929	(11,982)	8,016,068	3,534,682	(407,802)	3,126,879	11,142,947	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	2,448,435	(154,711)	1,341,306	1,966,882	(1,014,462)	952,420	2,293,726	-
	TOTAL	173,201,361	(85,658,179)	86,193,001	67,925,533	(66,575,349)	1,350,184	87,543,185	5,814,419



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: January 9, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Reimbursed Projects Fund, revenue/Miscellaneous (37) \$609; expenses/Housing (37) \$609. General Gov't Sales Tax Fund, expenses/Transfers Out (15) \$599. Risk Fund, revenue/Transfers In (00) \$599.

The first supplement is needed to budget donations and expenses for Autumn House Christmas Buckets Project. The second and third supplements are needed to budget transfer of insurance proceeds from General Gov't Sales Tax Fund to Risk Fund to reimburse Risk Fund for repair expenses paid on damaged vehicle.

Christy Barron
Finance Director

SUPPLEMENTS
January 9, 2018

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
37	Miscellaneous	609			
37	Housing			609	
		<u>609</u>	<u>0</u>	<u>609</u>	<u>0</u>

Explanation:
To budget donations and expenses for Autumn House Christmas Buckets Project.

Fund GEN GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
15	Transfers Out			599	
		<u>0</u>	<u>0</u>	<u>599</u>	<u>0</u>

Explanation:
Budget transfer out to Risk Fund to reimburse for repair expenses paid on vehicle. Funding to come from insurance proceeds.

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
00	Transfers In	599			
		<u>599</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
Budget transfer in of insurance proceeds from Gen Gov't Sales Tax Fund to reimburse for repair expenses paid on vehicle.



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: January 9, 2018

Subject: Discussion and consideration of approving new sales tax agreement with Oklahoma Tax Commission. (C. Barron – Finance)

The Oklahoma Tax Commission has requested that we update our agreement with them to collect City sales tax since our sales tax rate has changed.

Christy Barron
Finance Director

OKLAHOMA TAX COMMISSION

December 7, 2017

City of Midwest City
Attn: Clerk
PO Box 10570
Midwest City, OK 73140-1570

Clerk,

Enclosed please find the agreements for collecting your new Sales and Use Tax rate of 4.6 %, effective January 1, 2018.

We are enclosing two original copies of the Agreement for Administration of the Sales and Use Tax Ordinances. Please complete all blanks on pages of the Agreements and have the proper officials' sign on the lines designated. Also, affix the corporate seal. The date on page 1 will be the date you sign it. If your city does not have a legal department, please leave that area blank.

Upon completion, **return both copies** of the Agreements to this Division, for acceptance and approval by the Tax Commission. One fully executed copy of the Agreement will be returned to you for your files. Please mail to:

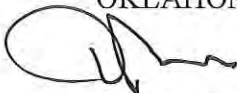
Oklahoma Tax Commission
Attn: Dave Francis, AMD
PO Box 269060
Oklahoma City, Ok 73126-9060

We request that you give these matters your immediate attention. If you have any questions, please feel free to contact this office at the address below or at (405) 522-6600.

Your new rate is scheduled, any delay in this agreement being completed will not delay your rate from going in to effect January 1st.

Sincerely,

OKLAHOMA TAX COMMISSION



Dave Francis, City/County Coordinator
Account Maintenance Division
(405) 522-6600
dfrancis@oktax.state.ok.us

AGREEMENT FOR ADMINISTRATION
OF THE SALES AND USE TAX ORDINANCES
OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE
ACTIVITIES BY THE CITY/TOWN OF
Midwest City

THIS AGREEMENT is entered into this ___ day of _____, ___ pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of Midwest City, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of Four & 3/5th percent (4.6 %) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

- B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,
- (b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,
- (c) consulting with municipalities concerns and trends with respect to local taxes,
- (d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,
- (e) coordinating the provision by the Commission to municipalities of information and
- (f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars (\$2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

- A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the

preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars (\$2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

- a. Registering new taxpayer accounts,
- b. Issuing and administering taxpayer permits,
- c. Receiving returns,
- d. Receiving remittances of sales and use taxes,
- e. Issuing assessments,
- f. Conducting hearings under Section 212 of Title 68,
- g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
- h. Revoking permits,
- i. Taking legal action to close a business,
- j. Issuing refunds and credits,
- k. Managing audits, and
- l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate

withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;
2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and
3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent ($\frac{3}{4}$ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from January 1, 2018 until January 1, 2021, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF _____

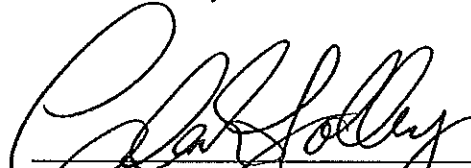
OKLAHOMA TAX COMMISSION

A Municipal Corporation

Mayor



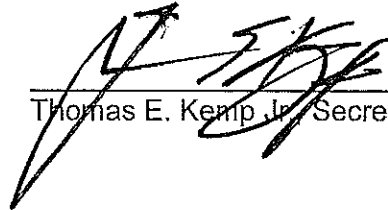
Steve Burrage, Chairman



Clark Jolley, Vice-Chairman


ATTEST: (CITY SEAL)

Municipal Clerk



Thomas E. Kemp, Jr. Secretary-Member

ATTEST: (STATE SEAL)



Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

City Attorney

EXHIBIT A

Retention Fee = 0.5%

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Robert Coleman, Director of Economic Development
DATE: January 9, 2018
SUBJECT: Discussion and consideration to authorize Staff to execute an Oklahoma Corporation Commission Request for Variance to close an underground storage tank in place at 5825 SE 15th Street.

On November 7, 2017, while burying new facilities, AT&T discovered an underground storage tank in the right-of-way of SE 15th Street adjacent to property owned by Sooner Investment. The Oklahoma Corporation Commission (“OCC”) was notified of the finding the next day and a Underground Storage Tank (“UST”) case was opened with site being assigned Facility ID #5557609. Sooner Investment shortly thereafter contracted with SCS Engineers to oversee the project.

AT&T was the only remaining utility that had not relocated its facilities and a great deal of utility work had already been completed in preparation for the second phase of the Sooner Rose Shopping Center. In fact, a concrete base was already in place for the planned westbound SE 15th ST/Center DR traffic signal. *(See illustrations on Pages 8 – 10 of the OCC Request for Variance.)*

Removing the tank could destabilize and endanger surrounding utilities in addition to the pole base. Engineers recommend vacuuming and disposing of the tank’s contents before filling it with concrete, and that it remain undisturbed and left in place.

Leaving a UST in place requires a variance from the OCC. The cost of the variance application is \$100.

Staff recommends approval.



Robert B. Coleman, Director of Economic Development

Attachment: OCC Request for Variance (Draft Copy)

Request for Variance to Close In-Place

Oklahoma Corporation Commission
 Petroleum Storage Tank Program
 P.O. Box 52000, Room 480
 Oklahoma City, OK 73152

I. FACILITY INFORMATION			
Facility Name: <i>Unregistered UST</i>		Facility I.D. Number: <i>5557609</i>	
Facility Street Address: <i>5825 SE 15th Street</i>			
City: <i>Midwest City</i>	State: <i>Oklahoma</i>	County: <i>Oklahoma</i>	Zip: <i>73110</i>
Facility Phone: <i>Not Applicable</i>		Alternate Phone: <i>Not Applicable</i>	
Email Address (Optional): <i>Not Applicable</i>			
II. OWNER INFORMATION			
Owner's Name: <i>Robert Coleman, Economic Development Director</i>		Business Name: <i>City of Midwest City</i>	
Business Address (Other than facility address): <i>100 North Midwest Boulevard</i>			
City: <i>Midwest City</i>	State: <i>Oklahoma</i>	County: <i>Oklahoma</i>	Zip: <i>73110</i>
Business Phone: <i>404-739-1218</i>		Business Mobile Phone: <i>not applicable</i>	
III. LICENSED REMOVER INFORMATION			
Licensed Remover's Name: <i>Kevin Kates</i>		Remover's State License #: <i>1596</i>	
Business/Organization Name: <i>Midwest Wrecking Co</i>			
Business Street Address: <i>PO Box 14668</i>			Phone Number: <i>405-830-7229</i>
City: <i>Oklahoma City</i>	State: <i>Oklahoma</i>	County: <i>Oklahoma</i>	Zip: <i>73113</i>
IV. LICENSED CONSULTANT INFORMATION			
Licensed Consultant's Name: <i>Doug Dreiling</i>		Consultant's License #: <i>LRC-1777</i>	
Company Name: <i>SCS Engineers</i>			
Company Street Address: <i>1817 Commons Circle, Suite 1</i>			Phone Number: <i>405-265-3960</i>
City: <i>Yukon</i>	State: <i>Oklahoma</i>	County: <i>Canadian</i>	Zip: <i>73099</i>
V. TANK INFORMATION			
Number of Tanks for In-Place Closure: <i>one</i>		Size of Tanks: <i>approximately 9,000 gallons (31 feet long by 7-foot diameter)</i>	
Age of Tanks: <i>unknown</i>		Substance(s) Last Used in Tank(s): <i>unknown</i>	
Tank Construction Type (i.e. Steel, FRP, Fiberglass, etc.): <i>steel</i>			
Will Piping Be Removed ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Note: If piping is going to be left in place, please provide a written explanation as to why the piping should be allowed to remain in place, and know that samples will need to be acquired at 20 foot intervals along pipe trench. <i>Piping is not believed to be present. If found, piping will be removed if possible, or capped if not removable.</i>		
Are there any other tanks located in the tank pit along with the tank(s) that this variance is being sought for?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNSURE <input type="checkbox"/>	

VI. LIST THE AMOUNT OF ANY FLUIDS REMAINING IN TANKS TO BE CLOSED-IN-PLACE (Please Describe below)
(example: Tank #1 = 2 inches of unleaded 87) : <i>The tank appears to be approximately 7/8 full of liquid.</i>

VII. REASON WHY A VARIANCE FOR IN PLACE CLOSURE IS BEING REQUESTED

During the installation of new underground fiber optic cable on November 7, 2017, AT&T utility workers encountered the unregistered UST on City of Midwest City Right-of-Way (ROW) adjacent to property identified as 5825 SE 15th Street, Midwest City, Oklahoma. Review of available historical documentation did not identify the presence of a UST on the property; however, historical business records provided by the City of Midwest City indicate the location was formerly one or more sales lots for used vehicles. The site has been vacant since 1998 and is currently owned by SR2 DEV, LLC (SR2). As authorized by SR2, SCS notified the OCC PSTD of the UST discovery on November 8, 2017 and the OCC subsequently assigned the site Facility ID 5557609. Because the UST is located on City ROW, the City of Midwest City is the current tank "owner".

The City of Midwest City is widening SE 15th Street at this location and extending Center Drive from the south side of SE 15th Street to the north to accommodate new commercial development (Center Drive currently terminates at SE 15th Street). As such, new utility lines have been placed on the north side of SE 15th Street, including Cox Communications, Oklahoma Gas and Electric, and telephone conduits, as well as the installation of the pole base for a new traffic signal. The UST was not known nor discovered during the installation of these utilities; as stated above, the UST was discovered during AT&T's new utility line installation. Removal of the UST will be extremely difficult without damaging the new, existing utilities and traffic signal pole box. Please see attached letter from the City's Engineer of Record, Mr. Terry Haynes, along with a site diagram and photographs. As indicated, the Cox Communications utility provides service to the nearby Tinker Air Force Base, as well as other businesses throughout Midwest City and Del City. The risk of damage to this utility is high if the UST is removed.

*The City of Midwest City hereby requests a variance to allow in-place closure of the unregistered UST. The City appreciates the OCC's consideration of this important project. **The City also respectfully requests an expedited review of this request, as this decision is delaying the current road construction work.** AT&T is unable to complete their utility connection until the UST is properly closed, and the remaining work to construct the new Center Drive and widen SE 15th Street cannot be completed until the AT&T utility work is complete. Please do not hesitate to contact us with questions or if additional information is needed.*

VIII. DESCRIPTION OF THE PROPOSED INERT MATERIAL TO BE USED

The tank will be completely filled with ultra-low strength concrete with a maximum strength of 150 psi.

OCC PSTD REQUIREMENTS FOR IN PLACE CLOSURE

1. In-place closures must be scheduled 14-days in advance after a variance has been granted.
2. Tank(s) must be cleaned by removing all flammable and combustible liquid and residue from the tank and all connecting lines. Ensure the removed material is properly and safely disposed of in compliance with State and local regulations. (A manifest or invoice for all cleaning, and disposal services will be required to accompany the closure documentation).
3. Excavate the top of the tank.
4. Disconnect and/or remove all tank fixtures (excluding the vent line). The vent line should remain connected until the tank has been completely purged.
5. Either purge the tank of flammable vapors, or inert the potentially explosive atmosphere in the tank.

6. The tank should be tested to determine if it is safe by using one of the following procedures:
 - a. When purging, a combustible gas indicator is used to measure the reduction in the concentration of flammable vapors. The meter reads from 0 to 100 percent of the LFL (lower flammable level). The goal is to achieve a reading of 10 to 20 percent LFL for petroleum tanks.
 - b. When inerting, an oxygen meter or analyzer is used to determine when a tank has been successfully inerted. The meter reads from 1 to 10 percent, which is safe for most petroleum tanks.
7. Sampling must be conducted as described in the OCC (PSTD) Sampling Requirements for In-place Closures document located on page 2.
8. Fill the tank completely with an approved inert solid material. NOTE: (Tanks approved for "In-place" closure must be completely filled with an approved, inert, solid material that has a density greater than water (e.g. sand, gravel, slurry, etc.), with the capability of retaining its density and shape forever). (A manifest or invoice indicating the amount of fill material used will be required to accompany the closure documentation).
9. Map & photos that must accompany the closure documentation are as follows:
 - a) Site map of tank, dispenser and building locations including distances.
 - b) Photos of the site before procedures begin.
 - c) Photos of the tank excavation.
 - d) Photos of the removed tank fixtures.
 - e) Photos of the line capping or line removal.
 - f) A photo of the tank after the cleaning process has been completed.
 - g) Photos of the tank being inerted.
 - h) Photos of the holes cut into the top of the tank.
 - i) Photos of the tank completely filled with the inert material.
 - j) Photos of the site after backfill and completion.

(Print Only) Owner

Title:

X

***** If not the owner, do not sign without attaching notarized or power of attorney documentation from the owner that authorizes a representative to sign. *****
(Signature) Owner

Date:

(Print Only) Licensed Remover

Title:

X

(Signature) Licensed Remover

Date:

OCC (PSTD) COMMITTEE REVIEW PAGE

After a committee review of your request for variance from commission rule OAC 165:25-2-131, your request **has been recommended** .

Additional Comments:

After a committee review of your request for variance from commission rule OAC 165:25-2-131, your request **has not been recommended.**

Additional Comments:

NOTE: *In the event your request for a variance is denied recommendation, you retain the right to appeal, and have your case heard by an Oklahoma Corporation Commission (OCC) Administrative Law Judge.*

(Print Only) PSTD Staff Member

Title:

X

(Signature) PSTD Staff Member

Date:

THIS SPACE RESERVED FOR ADDITIONAL EXPLANATION AND NOTES:

December 18, 2017

Susan L. McCart, P.E., P.G.
SCS ENGINEERS
7311 West 130th Street, Suite 100
Overland Park, Kansas 66213
Office: (913) 681-0030, Ext 2323
Direct Dial: (913) 749-0710

Subject: Underground Storage Tank discovered at
S.E. 15th Street and Center Street
Midwest City, OK

Dear Ms. McCart,

The subject metal UST measures approximately 31ft long by 7ft in diameter. The tank was discovered on or about November 8, 2017 by an AT&T Utility crew while installing telephone conduit in the street right of way along the north-side of S.E. 15th Street. The top of the tank is approximately 4ft below the top of existing ground and the tank is parallel with S.E. 15th Street (reference attached Exhibit A).

It is not feasible to remove the UST for the following reasons:

1. Two (2) Cox Communications conduits are located directly below the UST. The conduits contain fiber optics (FO) which serve Tinker Air Force base and other major areas of Midwest City and Del City. The exact location and depth of the FO conduits is unknown.
2. Three (3) Oklahoma Electric & Gas (OG&E) conduits are located approximately 5ft north of the UST. The conduits contain primary electrical power serving Midwest City and Del City.
3. A new traffic signal pole base was constructed approximately 2ft south of the UST. The traffic signal will control the intersection of S.E. 15th Street and Center Drive.
4. AT&T installed two (2) 4" conduits approximately 4ft south of the UST. The conduits, with cable, will replace existing underground cable presently located under S.E. 15th Street. The AT&T cable serves Midwest City and Del City.

Removing the UST will expose workers to unsafe conditions. Extreme cautionary measures will be required to excavate and remove the UST with the fiber optics conduits, primary electrical conduits, telephone conduits and traffic signal base located within 5ft of the excavation.

- a. The fiber optics conduits cannot be disturbed. The exact location and depth of the Cox Communications fiber optics conduits is unknown, thus removing the tank may cause damage and possible interruption to Tinker Air Force base and other regional businesses.
- b. The primary electrical conduits cannot be disturbed. Although the horizontal and vertical location of the electrical conduits is known; excavation of the UST so close to these conduits will be difficult and if encountered, may lead to an interruption in power services to regional businesses.
- c. The traffic signal pole base cannot be disturbed. The base was core drilled and cast-in-place with reinforcement. Excavation of the UST will weaken the subgrade soil around the sides and bottom of the base; thus, potentially compromising the structural integrity of the base structure.

- d. No cables have been installed in the AT&T conduits; however, excavation of the UST may damage the conduits.

The following procedures are proposed to close the UST in-place in accordance with State Regulations:

1. All applicable authorities having jurisdiction shall be notified.
2. A safe workplace shall be maintained throughout the prescribed activities.
3. All flammable and combustible liquids and residues shall be removed from the tank, appurtenances, and piping and shall be properly disposed of.
4. The tank shall be made safe by either purging it of flammable vapors or inerting the potential explosive atmosphere in the tank. Confirmation that the atmosphere in the tank is safe shall be by periodic testing of the atmosphere using a combustible gas indicator, if purging, or an oxygen meter, if inerting.
5. Access to the tank shall be made by careful excavation to the top of the tank.
6. All exposed piping, gauging and tank fixtures, and other appurtenances shall be disconnected and removed.
7. The tank shall be completely filled with ultra-low strength concrete with a maximum strength of 150psi.
8. There is no evidence of a tank vent; however if found, the tank vent and remaining underground piping shall be capped or removed.
9. Excavations around the tank shall be backfilled with clean, approved soils.
10. Samples shall be collected within 3 feet around the UST using a pot-hole machine to a depth of 1 to 3 feet below the tank bottoms. Additionally, if there is piping, samples must be collected along the piping run(s), from a depth of 1 to 3 feet below the piping trench bottom.

Please contact the Oklahoma Corporation Commission (OCC) and request approval to close the UST in-place.

Let me know if you have any questions or if you need additional information.

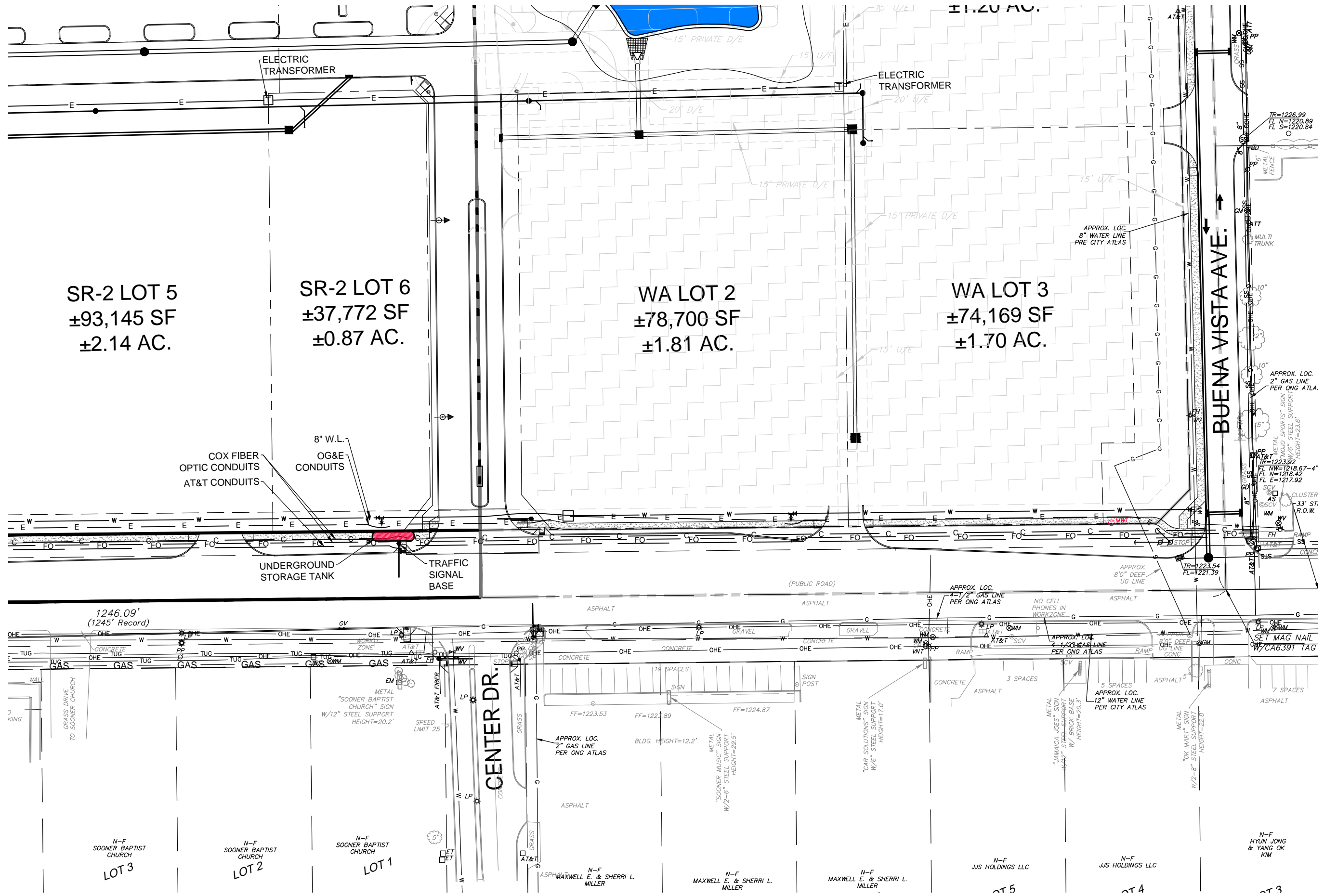
Sincerely,

SMC Consulting Engineers, P.C.



Terence L. Haynes, P.E.
Vice President

Attachment: Exhibit A



SR-2 LOT 5
±93,145 SF
±2.14 AC.

SR-2 LOT 6
±37,772 SF
±0.87 AC.

WA LOT 2
±78,700 SF
±1.81 AC.

WA LOT 3
±74,169 SF
±1.70 AC.

BUENA VISTA AVE.

CENTER DR.

LOT 3

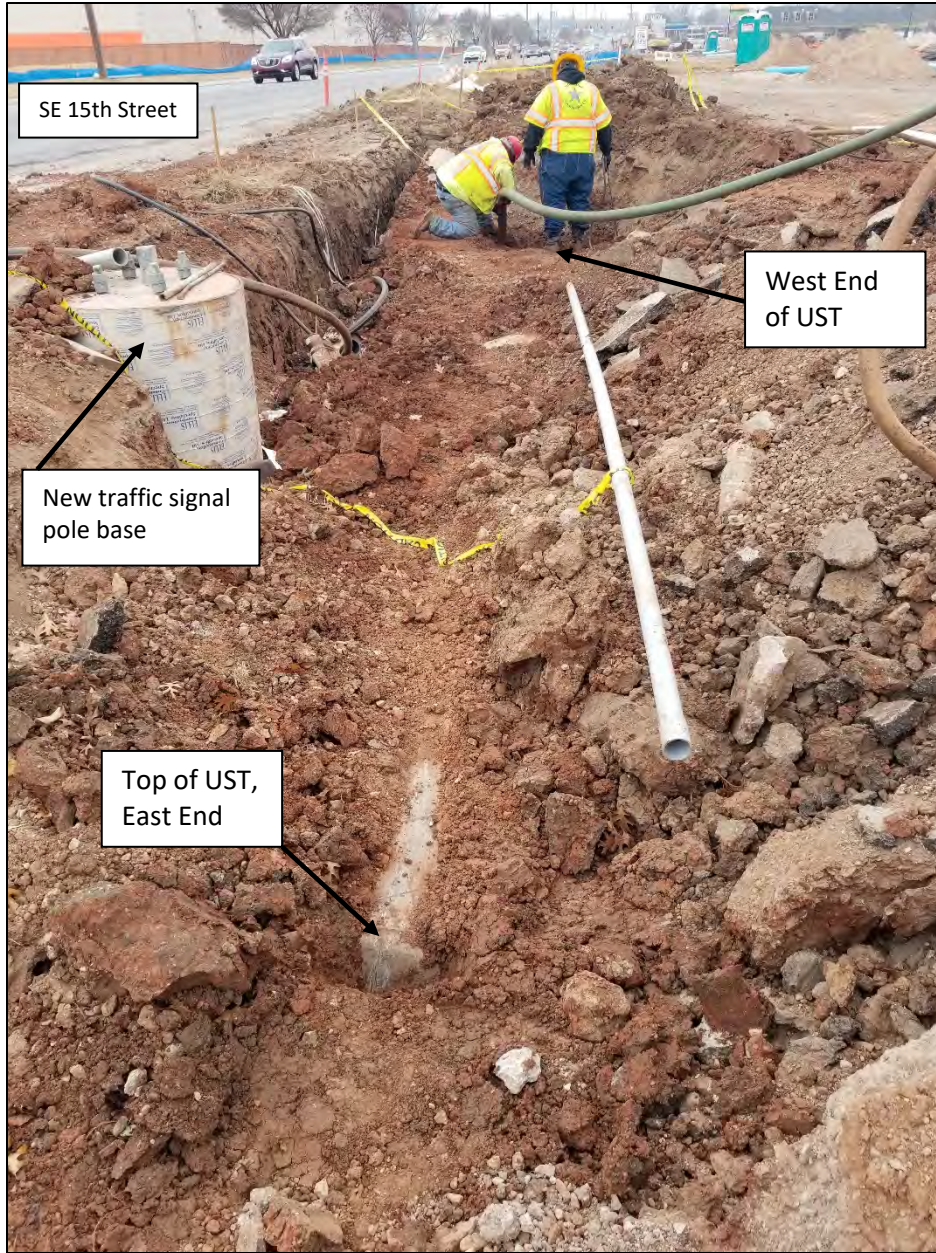
LOT 2

LOT 1

LOT 5

LOT 4

LOT 3



Looking West, 12/18/17



Potholing on West End of UST
12/18/17



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: January 9, 2018

SUBJECT: Discussion and consideration of entering into a revised Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond.

As you may recall, on November 28, 2017, we entered into an updated Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council for an amount of \$75,000 quarterly of which we will pay 3.6%. At that time, Oklahoma County and the City of Oklahoma City were still reviewing the Agreement.

After a review by Oklahoma County and the District Attorney's office, it was determined the County could not provide the legal services to the Council as discussed in paragraph 5(E) of the Agreement. As such, the Council voted to remove that paragraph from the Agreement, then revised the Agreement by removing paragraph 5(E) and replacing it with the language in the prior paragraph 5(F). The revised Agreement was approved by the Council, Oklahoma County and the City of Oklahoma City, requiring approval by the City of Midwest City and City of Edmond. The revised Agreement is attached for your consideration of approval.

J. GUY HENSON
City Manager

**PROFESSIONAL SERVICES AGREEMENT WITH THE
OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL**

This Professional Services Agreement ("**Agreement**") is made and entered into by and between The Oklahoma County Criminal Justice Advisory Council ("**Council**") and, Oklahoma County, a political subdivision of the State of Oklahoma ("**Oklahoma County**"), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Oklahoma City**"), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Edmond**"), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution ("**Midwest City**").

WITNESSETH:

WHEREAS, the **Council** is a separate legal entity created pursuant to the **Interlocal Agreement** entered into by **Oklahoma County, Oklahoma City, Edmond and Midwest City** pursuant to 74 O.S. §1001 et seq.; and

WHEREAS, the **Council** exists for the purpose of assisting **Oklahoma County, Oklahoma City, Edmond and Midwest City** in improving cooperation and coordination of activities that affect the criminal justice systems in Oklahoma County; and

WHEREAS, it is the desire of **Oklahoma County, Oklahoma City, Edmond and Midwest City** to promote, foster, and enhance criminal justice systems in their respective cities and in Oklahoma County; and

WHEREAS, the **Council** is an advisory board composed of leaders in the community and the criminal justice system with special knowledge of the criminal justice system in **Oklahoma County, Oklahoma City, Edmond and Midwest City**; and

WHEREAS, the **Council** has years of experience and expertise and is uniquely positioned to study the current criminal justice system and to research and assimilate data, and information and to make recommendations for better cooperation and communication between **Oklahoma County, Oklahoma City, Edmond and Midwest City** and for the enhancement of the criminal justice system and community and public safety; and

WHEREAS, **Oklahoma County, Oklahoma City, Edmond and Midwest City** desire to utilize the cumulative experience and knowledge of the **Council** and to engage the **Council** to provide professional program services and to develop recommendations for the criminal justice systems in **Oklahoma County, Oklahoma City, Edmond and Midwest City**, which will also enhance the social and economic well-being of these communities and their citizens; and

WHEREAS, the **Council** desires to provide **Oklahoma County, Oklahoma City, Edmond and Midwest City** with the professional services requested herein and to provide the

work products identified within the **Agreement**, which will promote and foster enhancement to the criminal justice system and to these communities; and

WHEREAS, the Council will retain a professional staff with experience where necessary to supplement its expertise and resources.

NOW, THEREFORE, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

SECTION 1. COUNCIL.

The **Council** is a separate legal entity created pursuant to the an **Interlocal Agreement** entered into by **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** in accordance with 74 O.S. §1001 et seq.

SECTION 2. COUNCIL TO PROVIDE PROFESSIONAL SERVICES.

Oklahoma County, Oklahoma City, Edmond and **Midwest City** engage the **Council** and the **Council** agrees to provide professional services to **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** that will:

A. assist **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** in improving cooperation and coordination of activities that affect their individual and collective criminal justice systems;

B. promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, reduce unnecessary incarceration, and control costs;

C. study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, increase efficiency and effectiveness of the criminal justice system, recommend policies and programs to reduce recidivism, reduce jail population, and increase community and public safety, recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for criminal justice reform;

D. collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice systems in Oklahoma County including but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,
- 3) communication and collaboration among **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** regarding shared criminal justice concerns,
- 4) alternatives to incarceration and options for reducing jail population,
- 5) reduction of recidivism, and
- 6) the increase of community support for criminal justice reform.

E. share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, the State Legislature, and other parties engaged in or affecting the criminal justice.

SECTION 3. SCOPE OF SERVICES.

A. The professional services to be provided by the **Council** in performance of this **Agreement** shall consist of all professional advice and insight and other related resources necessary for the accomplishment of the objectives set forth in this **Scope of Services** and in **Attachment A, Reports and Recommendations**, including submission of all required Quarterly and Final Reports and any other obligations set forth herein.

B. In performing this **Agreement**, the **Council** shall provide the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this **Agreement**, this **Scope of Services** and **Attachment A**.

SECTION 4. RESPONSIBILITIES OF COUNCIL.

A. The **Council** shall be accountable to **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** for the provision of all professional staff, offices and other related services or resources needed to accomplish the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for enhancing the criminal justice systems and community and public safety in **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**.

B. The parties understand that the **Council** is responsible for the day-to-day provision of professional services for the accomplishment of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for reporting on the same by means of the Reports and Recommendations required by **Attachment A** to this Agreement.

SECTION 5. COMPENSATION FOR SERVICES RENDERED.

A. Upon delivery of each Quarterly Report set forth in **Attachment A, Oklahoma County, Oklahoma City, Edmond** and **Midwest City** shall pay the **Council** for services rendered in the quarterly amount of **Seventy Five Thousand Dollars (\$75,000.00)**, as set forth in subsection 5 (B) below.

B. As between **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, each party shall pay a percent of each quarterly installment.

1. **Oklahoma County** will pay 50 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the Chairperson of the Council of County Commissioners,

2. **Oklahoma City** will pay 40.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Oklahoma City,

3. **Edmond** will pay 5.8 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Edmond, and

4. **Midwest City** will pay 3.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Midwest City.

None of the payers, **Oklahoma County, Oklahoma City, Edmond or Midwest City**, will be responsible for the payment or non-payment by any other payer. The **Council** shall submit a Quarterly Report together with an invoice for the quarterly installment due under this Section 5 for services rendered during the prior quarter. The invoice submitted must meet the requirements for claims by contractors as set forth by each respective payer.

C. The Chairperson and respective City Managers will review each Quarterly Report and invoice to verify services performed meet the requirements of this **Agreement**. The Chairperson or any City Manager may request any additional information needed to fully document the **Council's** work in furtherance of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**. Chairperson and each respective City Manager shall complete his or her review within five business days of the submission of the Quarterly Report and invoice by the **Council** and, if found to be satisfactory, shall process the invoice for payment; provided, if the Chairperson or any City Manager reasonably finds that the Quarterly Report or invoice are not satisfactory, he or she must immediately notify the Council and may withhold payment until any deficiencies in the form of the Quarterly Report or invoice have been corrected by the **Council**. Following receipt of such revised Quarterly Report or invoice form, the claim shall be processed for payment within ten (10) calendar days.

D. The **Council** understands and agrees that the payment of funds by **Oklahoma County, Oklahoma City, Edmond or Midwest City** to the **Council** under this **Agreement** shall be subject to annual appropriation and budgeting as required by Oklahoma law, and that any funds to be paid to the **Council** for the professional services provided hereunder shall be limited to the amount of funds appropriated for use in making payment to the **Council**.

E. In addition to the above payments for Quarterly Reports, in exchange and support of the professional services provided by the **Council, Oklahoma City** will provide the services of the City Clerk as Secretary to the **Council** to assist with the requirements of the Oklahoma Open Meeting Act by publishing the advance notice of the Council's meetings and taking the Council's minutes, in accordance with 25 O.S. § 312.

SECTION 6. OFFICE SPACE.

The Greater Oklahoma City Chamber of Commerce will provide office space to the Council's Director at no cost to the **Council, Oklahoma County, Oklahoma City, Edmond, or Midwest City**. Office space for additional personnel will be determined at a future time.

SECTION 7. NO EXTRA SERVICES AND AMENDMENTS.

No claims for extra work or services of any kind or character beyond those set forth in this **Agreement** or beyond the funds available hereunder shall be recognized by or be binding on **Oklahoma County, Oklahoma City, Edmond and Midwest City** unless such work or services are first approved by **Oklahoma County, Oklahoma City, Edmond and Midwest City** by written amendment. Any amendments to this **Agreement** to increase payments to the **Council** for services above the amounts specified in this **Agreement** or to change the **Scope of Services** specified herein shall also be subject to approval in writing by **Oklahoma County, Oklahoma**

City, Edmond and Midwest City. Amendments to this Agreement which impact the Scope of Services must be approved by all parties prior to initiation of such services.

SECTION 8. COUNCIL IS INDEPENDENT CONTRACTOR.

A. The Council is acting as an independent contractor and the employees, agents and consultants of the Council and the Council Members, while acting in their roles as Council Members, are not employees of Oklahoma County, Oklahoma City, Edmond or Midwest City.

B. Neither the State of Oklahoma nor Oklahoma County, nor Oklahoma City, nor Edmond nor Midwest City will be liable for the acts or omissions of the Council, any Council Member, or any other Cooperating Entity. No Council Member will be liable for the acts or omissions of the Council, any other Council Member, or any Cooperating Entity.

SECTION 9. BEST EFFORTS.

The Council agrees to devote its best efforts and resources to the interests of Oklahoma County, Oklahoma City, Edmond and Midwest City and to endeavor in every way to successfully promote enhancement of the criminal justice system and community and public safety in the performance of all services requested or required in this Agreement.

SECTION 10. ASSIGNMENT.

The Council may not assign or otherwise transfer this Agreement or delegate the duties or obligations herein contained without prior written approval of Oklahoma County, Oklahoma City, Edmond and Midwest City.

SECTION 11. CERTIFICATE OF NONDISCRIMINATION.

In connection with the performance of work and services under this Agreement, the Chairperson of the Council has executed a Certificate of Nondiscrimination which is attached hereto and made a part of this Agreement as if set forth in its entirety herein.

SECTION 12. NOTICES.

Any notice to be given under this Agreement will be deemed given on the date of electronic mail with email receipt confirmation, or upon personal delivery, or upon the date of mailing if mailed by certified mail, return receipt requested, with proper prepaid postage thereon, to the following addressees at the following addresses:

Oklahoma County Criminal Justice Advisory Council
c/o Secretary - _____

Email address: _____

Oklahoma County
c/o Chairman of the Board of County Commissioners
320 Robert S. Kerr Avenue Oklahoma City, Oklahoma 73102

Email address: _____

Oklahoma City
c/o City Manager
200 N Walker Avenue – 3rd Floor
Oklahoma City, Oklahoma 73102
Email address: _____

Edmond
c/o City Manager
24 E 1st Street
Edmond, OK 73034
Email address: _____

Midwest City
c/o City Manager
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Email address: ghenson@midwestcityok.org

or to such other address or addressee as any party may from time to time specify by written notice to all other parties.

SECTION 13. PROHIBITION AGAINST CONTINGENT FEES.

The **Council** warrants that **Council** has not employed or retained any company or person, other than a bona fide employee working for the **Council** to solicit or secure this **Agreement**, or any amendment, and that **Council** has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the **Council** any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

SECTION 14. CANCELLATION.

A. **Oklahoma County, Oklahoma City, Edmond or Midwest City** may cancel this Agreement, or any portion of this Agreement, for cause, upon written notice to the **Council**. Cancellation for cause shall include any impropriety, default, or breach of contract on the part of the **Council** for which **Oklahoma County, Oklahoma City, Edmond or Midwest City** has provided ten (10) calendar prior days written notice of cancellation to which the **Council** has not responded or to which the **Council** has not adequately corrected during that ten (10) day period. Such notice must have been provided to all parties in accordance with the Notice Section herein.

B. The **Council** may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to **Oklahoma County, Oklahoma City, Edmond** and

Midwest City. Such notice must have been provided to all parties in accordance with the Notice Section herein.

C. In the event of any cancellation, any work product under development (complete or incomplete) shall be the property of **Oklahoma County, Oklahoma City, Edmond and Midwest City** and copies will be provided by the **Council** to **Oklahoma County, Oklahoma City, Edmond and Midwest City.**

SECTION 15. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.

A. The **Council** shall comply with all existing and subsequently adopted laws and regulations of the State of Oklahoma and the United States of America relating or pertaining in any manner to this **Agreement.**

B. The laws of the State of Oklahoma shall govern the validity of this **Agreement,** its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this **Agreement** shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 16. IMMIGRATION COMPLIANCE

The **Council** agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313.

SECTION 17. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

No officer, employee, contractor, or subcontractor of the **Council** shall accept any gratuity or kickback for the performance of work under this **Agreement.** The services of any officer, employee, contractor, or subcontractor of the **Council** who is found to have accepted any such gratuity or kickback shall be immediately terminated by the **Council.**

SECTION 18. DEFEND, INDEMNIFY AND SAVE HARMLESS.

To the fullest extent permitted by law, the **Council** agrees to release, defend, indemnify and save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** and their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the **Council's** negligent acts, operations, errors and/or omissions under or in connection with this **Agreement** and the parties for whom either entity is legally responsible. The **Council** shall promptly advise **Oklahoma County, Oklahoma City, Edmond and Midwest City** in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the **Council,** at its expense, shall assume the defense of **Oklahoma County, Oklahoma City, Edmond and Midwest City** with counsel satisfactory to said entity. This section shall survive the expiration of this **Agreement.** Provided, however, the **Council** need not release, defend, indemnify or save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** or their officers, agents and employees, from damages or

injuries resulting from the negligence of **Oklahoma County, Oklahoma City, Edmond and Midwest City**, or their respective officers, agents or employees.

SECTION 19. WHOLE AGREEMENT.

The work and services to be provided by the **Council** are defined solely by this **Agreement**, and not by any other statements, documents, representations, contracts or agreements that may be associated with this **Agreement** or the negotiation or procurement hereof.

SECTION 20. AMENDMENT.

This **Agreement** supersedes all prior discussions and understandings and may only be modified by written amendment executed by the **Council, Oklahoma County, Oklahoma City, Edmond and Midwest City**.

SECTION 21. EFFECTIVE DATE, TERM, AND TIME.

A. This **Agreement** shall become effective on the first date on which all of the following approvals have taken place:

1. The **Interlocal Agreement** creating the Council has been approved by the Oklahoma Attorney General; and
2. The Council has approved this **Agreement**; and
3. Oklahoma County has approved this **Agreement**; and
4. Oklahoma City, Edmond, and Midwest City have approved this **Agreement**.

When effective, this **Agreement** shall supersede any prior agreements between the parties. The **Council** shall complete all work and services to be performed hereunder by June 30, 2018, provided PowerPoint presentations of the final Quarterly Report and the Final Recommendations to each **Oklahoma County, Oklahoma City, Edmond and Midwest City** may be presented after August 30, 2018, if so scheduled by said entity.

B. It is provided that this **Agreement** may be subsequently renewed annually upon mutual written agreement of all parties.

SECTION 22. CAPTIONS.

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

(The remainder of this page intentionally left blank)

This Agreement was approved by the Oklahoma County Criminal Justice Advisory Council this _____ day of _____, 2017.

Attest:

**OKLAHOMA COUNTY
CRIMINAL JUSTICE ADVISORY COUNCIL**

Secretary

Chairman of the Council

(The remainder of this page intentionally left blank)

This Agreement was approved by the Council of County Commissioners for Oklahoma County this _____ day of _____, 2017.

Attest:

**COUNCIL OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

Secretary

Chairman of the Board of County Commissioners

Approved for form and legality

District Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by The City of Oklahoma City this _____ day of _____, 2017.

Attest:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

Reviewed for form and legality

Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Midwest City this _____ day of _____, 2017.

Attest:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Reviewed for form and legality

Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Edmond City this _____ day of _____, 2017.

Attest:

THE CITY OF EDMOND

City Clerk

Mayor

Reviewed for form and legality

Municipal Counselor

(The remainder of this page intentionally left blank)

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Agreement, the Council agrees as follows:

- A. The Council agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Council shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Council and its subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this Section.

- B. In the event of the Council's noncompliance with this Nondiscrimination Certificate, the Agreement may be canceled, terminated or suspended by **Oklahoma County, Oklahoma City, Edmond** or **Midwest City**. The Council may be declared by **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Council and/or its subcontractors.

- C. The Council agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Agreement.

I have read the above clause and agree to abide by its requirements.

*This form must be fully completed and signed
by the Council or Council's Authorized Agent.*

Name of Individual, Partnership, Limited Liability
Company, or Corporation, herein called "Contractor"

Signature of Contractor or Contractor's Authorized Agent

Type or print name and title of person who signed above

ATTACHMENT A
REPORTS AND RECOMMENDATIONS.

As a part of the **Scope of Services** specified in this **Agreement** and to keep **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** informed of all progress and accomplishments, the **Council** shall provide the following Quarterly Reports to the Chairperson of the **Oklahoma County** Council of Commissioners, the City Manager of **Midwest City**, City Manager of **Edmond**, and City Manager of **Oklahoma City**:

- A. Quarterly Reports shall be submitted no later than the fifteenth (15th) day after the last day of each quarter of the calendar year (said fifteenth day being: April 15th, July 15th, October 15th, and January 15th). Quarterly Reports will provide sufficiently detailed information to document the **Council's** work to accomplish the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services** during the preceding quarter.
- B. Each of the four Quarterly Reports shall contain the following written and documented elements:
 1. Narrative Overview briefly outlining:
 - a. Major accomplishments of the reported quarter, and
 - b. Major work to be undertaken in the next quarter.
 2. A listing of Goals, updated to show the quantitative progress and/or qualitative progress toward each stated goal.
 3. Attachments or information needed to fully inform the governing bodies of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** concerning the status of each service being performed and recommendations for the next quarter.
- C. Fourth Quarter Report: The written 4th Quarter Report is due by January 15, 2018, and shall also include the following elements:
 1. A Powerpoint presentation and an oral summary on the entire **Scope of Services** and all work performed under this **Agreement** presented by the **Council** to each of the governing bodies of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** not later than July 15, 2018, unless otherwise scheduled by request of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, respectively.
 2. The 4th Quarter Report shall also:
 - a. detail the year's accomplishments under each Goal,
 - b. compare actual activities and accomplishments with each stated Goal,
 - c. identify and explain any significant variation from the **Scope of Services**; and
 - d. outline recommendations, plans, and projections for the next year, should the Agreement be renewed.

Oklahoma County, Oklahoma City, Edmond and **Midwest City** shall accept the **Scope of Services** as complete upon approval of the 4th Quarter Report and Presentations.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: January 9th, 2018

Subject: Discussion and consideration of accepting a Permanent Utility Easement for the construction of a sanitary sewer extension located at 5600 Tinker Diagonal Drive. The easement is located within the corporate limits of the City of Midwest City, located in the Northwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement, dedicated by Mr. Warren Thomas, is for the construction of a proposed sewer main extension to service a new commercial business located at 5600 Tinker Diagonal Drive.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

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

SEE EXHIBIT A

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build utilities, and other improvements including but not limited to water, sanitary and storm sewers, electricity, telephone, cable and natural gas, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

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

WITNESS the hands of the parties this _____ day of _____, 2017

Warren Thomas

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this _____ day of _____, 2017, personally appeared Warren Thomas, of _____, who executed the within and foregoing instrument and acknowledged to me that Warren Thomas executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this _____ day of _____, 2017

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

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

Exhibit A

**EASEMENT DESCRIPTION
WARREN THOMAS PROPERTY**

A parcel lying within Aviation Acres, a part of the Northwest Quarter of Section 9, Township 11 North, Range 2 West, I.M., Oklahoma County, Oklahoma and being part of Lot 39, Block 1, Aviation Acres, more particularly described as follows:

Commencing at the common West corner of Lots 38 and 39, Block 1, Aviation Acres; thence N59°19'00"E, along the common line of Lots 38 and 39, a distance of 5.03 feet to the POINT OF BEGINNING; thence N60°07'31"W, a distance of 8.08 feet; thence N45°41'16"W, a distance of 20.93 feet, to a point on the South line of Lot 39, said point being N39°46'02"W, a distance of 27.60 feet from said common West corner of Lots 38 and 39; thence N39°46'02"W, along the South line of Lot 39, a distance of 193.90 feet to a point 5.58 feet from Northwest corner of Lot 39; thence S45°41'16"E, a distance of 211.26 feet; thence S60°07'31"E, a distance of 16.84 feet to a point on the common line between Lots 38 and 39; thence S59°19'00"W, along said common line, a distance of 22.97 feet, to the POINT OF BEGINNING, containing 0.06 acres, more or less.



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: January 9, 2018

SUBJECT: Discussion and consideration of approving and entering into a Memorandum of Understanding with the United States Marshals Service, Violent Offender Task Force to establish the terms and conditions under which the City will participate in a limited part-time basis.

The Midwest City Police Department is the third largest law enforcement agency in Oklahoma County and is responsible for investigating a variety of diverse crimes which sometimes includes violent offenders. The United States Marshals Services, Violent Offender Task Force is a specialized unit which works with local law enforcement agencies to find and apprehend the most dangerous threats to society. This memorandum of understanding allows the Midwest City Police Department to participate with the Violent Offender Task Force in a limited, part-time status.

The formal MOU will provide reimbursement for some overtime monies, a possible undercover vehicle and access to a variety of secured intelligence data as a member of the Violent Offender Task Force. Our participation will not interfere with the core responsibilities of whoever is the designee from the Midwest City Police Department.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed MOU

United States Marshals Service
Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Midwest City Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may acquire vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be titled to the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment provided to state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the VOTF and their parent agencies will read and adhere to the DOJ Policy Statement on the Use Of Less-Than-Lethal Devices, dated May 16, 2011. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: Western District of Oklahoma

United States Marshal:

Charles T. Weeks
Print Name

[Signature]
Signature

11/30/17
Date

Participant Agency:

Name: Midwest City Police Department

Location (City & State): Midwest City Oklahoma

Phone: 405-739-1320

Participant Agency Representative:

BRANDI CURTIS
Print Name & Title

[Signature]
Signature

11/30/17
Date

Assistant Director, Investigative Operations Division:

Print Name

Signature

Date



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: January 9, 2018

Subject: Discussion and consideration of reappointing Russell Smith to the Planning Commission for an additional three-year term.

The term of Russell Smith expires on January 9, 2018. He wishes to be considered for reappointment.

In accordance with Sec. 6-1 of the Zoning Code, the Planning Commission shall be composed of seven (7) members, all of whom shall be residents of Midwest City, nominated by the mayor and confirmed by the city council. At least one member shall be appointed for each ward. The members of the Planning Commission shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided.

The Planning Commission meets the first Tuesday of each month at 7 p.m. Members of the Commission serve 3-year terms and are as follows:

Dee Collins - Mayor Appt (expires 3-24-19)
Jim Smith – Ward 1 (expires 8-9-20)
Jess Huskey – Ward 2 (expires 3-24-19)
Dean Hinton – Ward 3 (expires 8-9-20)
Russell Smith – Ward 4 (expires 1-9-18)
Stan Greil – Ward 5 (expires 3-24-19)
Jim Campbell – Ward 6 (expires 8-9-20)

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director

MEMO

To: Honorable Mayor and City Council


From: Bert Norton, Fire Chief

Date: January 9, 2018

Subject: Discussion and consideration of declaring used fire uniform badges surplus and authorizing their disposal by public auction or sealed bid.

Staff respectfully requests that the Council declare as surplus 80+ various rank fire uniform badges. These badges no longer have any operational value to the Fire Department as the department is changing the uniform badge and going to a single "career" badge concept. The single badge will be given to the firefighter and will be used for their entire career unless they promote to a Chief rank and are of a completely new design. The badges have no value outside the agency since they are engraved with "Midwest City".

Staff recommends approval.



Bert Norton
Fire Chief



DISCUSSION ITEMS





The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 9, 2018

Subject: (PC – 1930) Public hearing with discussion and consideration of a petition to rename Windsong Drive located within the Turtlewood Addition to Snapper Lane.

Dates of Hearing: Planning Commission – December 5, 2017
 City Council – January 9, 2018.

Residents of the Windsong Addition in Midwest City have petitioned to rename the existing public street of Windsong Drive in the Turtlewood Addition. The Windsong and Turtlewood Additions do not connect and the residents of the Windsong Addition are concerned that having both streets named Windsong Drive could cause confusion and may cause a delay in emergency service response times.

An original plat for the Turtlewood Addition did show a connection to the Windsong Addition, however, that was later amended and the revised preliminary plat of Turtlewood in 2006 did not show a connection. This revised preliminary plat in 2006 showed the name of the street as Sand Dune Blvd. Section 5 of the Turtlewood Addition was final platted in 2013 showed the street leading into the development from SE 29th as Windsong Dr. As that name was on the final plat, it became the official name of the street.



Staff contacted the owner of the Turtlewood Development and asked for a new street name proposal and they have proposed Snapper Lane. This proposed name does not conflict with any existing streets in Midwest City and would be acceptable.

Notice was sent to owners of all property abutting Windsong Drive within the Turtlewood Addition and was also published in the Journal Record. Staff has received a few calls from residents who live on Windsong Drive in the Turtlewood Addition. Staff has also received a letter from one resident, Aaron Dossey, owning property on Windsong Drive in the Turtlewood Addition in opposition to this request. He is concerned with the trouble that he and his neighbors will have to go through to get their addresses changed for all mailings and documents such as driver's licenses. He stated that he has not experienced confusion between the two Windsong Drives in the 9 months that he has lived at his current address. His letter is included in the agenda.

At the Planning Commission meeting, Mr. Dossey asked if there were any other options for the street name other than Snapper Lane. Staff advised they would look into it. Staff spoke with Mr. Dossey again on December 6 and explained that since the item was advertised as a change from Windsong Dr. to Snapper Lane, that is the street name that should go to the Council for consideration on January 9, 2018.

Staff recommends approval of the request to rename Windsong Drive in the Turtlewood Addition to Snapper Lane.

Action Required: Approve or reject the proposed street name change from Windsong Drive in the Turtlewood Addition to Snapper Lane.

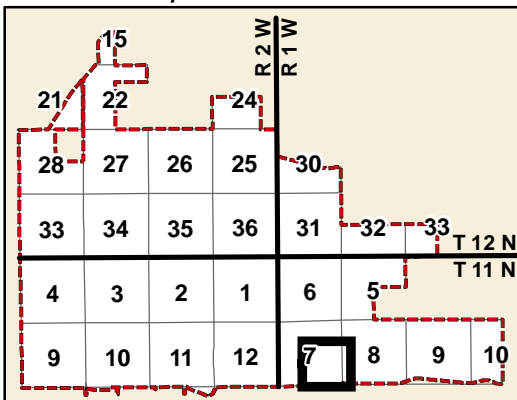


Billy Harless, AICP
Community Development Director

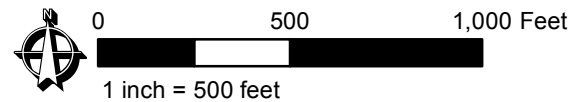
(KG)



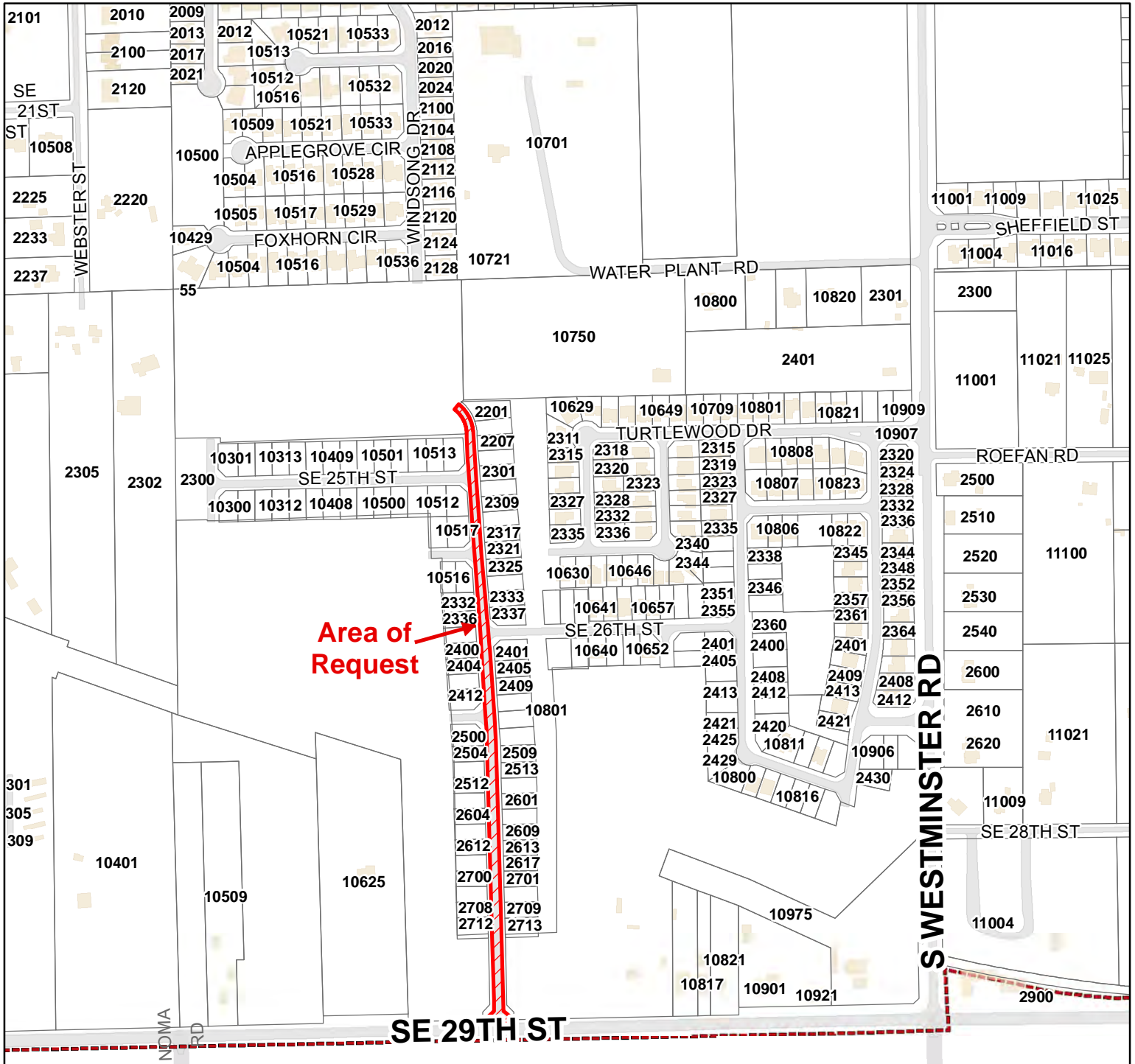
Locator Map



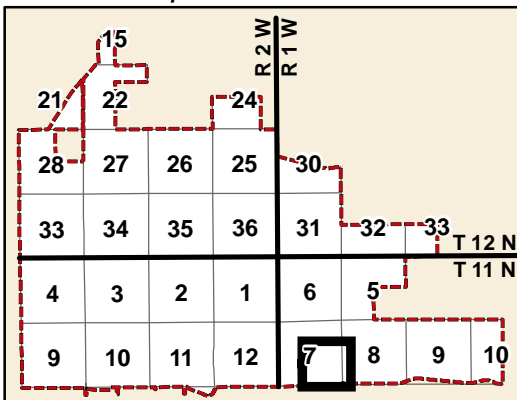
**2015 DOP (AERIAL) VIEW FOR
PC-1930
(SE/4, Sec. 7, T11N, R1W)**








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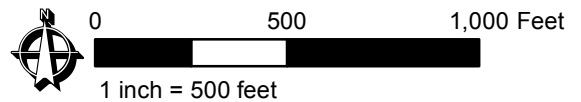
Locator Map



General Map Legend

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

GENERAL MAP FOR
PC-1930
(SE/4, Sec. 7, T11N, R1W)



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November 29, 2017

Dr. Aaron T. Dossey
All Things Bugs LLC
2211 Windsong Dr.
Midwest City, OK 73130
352-281-3643

Dear Billy D. Harless, Mayor and Commissioners of Midwest City, OK,

I am writing in response to the notice I received from the City of Midwest City this month to express my opposition to renaming the street I live on in Midwest City (Windsong Dr.; address above). I also plan to attend the city commission meeting on December 5, 2017 at which this issue will be discussed. The following are reasons why I believe the street should not be renamed.

Renaming the street, first of all, will cost myself and my company money for various reasons. I will have to work with my accountants to change the addresses on several personal and business accounts (and accountant time is not free, as I am sure you know - nor is my own). Additionally, there may be accounts that we do not identify right away which may send important documents to us which we do not receive, thus also potentially incurring costs on our part due to not receiving them on time, etc. Also, likely every citizen on the street will have to not only change their address on various accounts (personal and potentially also other businesses), but also have to get a driver's license with a new address which will not be free. What's more, again, all of our time itself is very valuable given that changing the name of the street is unnecessary.

I believe that the street name change is unnecessary for the following reasons: When I called you and other city representatives to inquire as to why the street name change was even under consideration I was told that this was due to concerns about emergency vehicles and others having difficulty finding our street addresses. I have not experienced this - as I have had numerous deliveries to my house with no trouble in the past 6+ months (having lived there approximately 9 months total). Additionally, if there is a concern about emergency vehicles or others not finding our houses, a street name address will likely not help. If the maps and GPS's are not updated to reflect the new addresses/houses on the street and that there is a gap between the north half of Windsong Dr. and the south half, GPS systems will still continue to send vehicles coming from the north down the north half regardless of the street name. Thus, what is much more urgent is for the city to assure that all emergency and city vehicle navigation systems have the most updated maps in general for ALL streets, new and old. I also feel that Windsong Dr. is a rather pleasant sounding name for both my home business and home address. Thus, I object from changing the street name. However, if the street name MUST be changed (which again I object to), I recommend the following names in order of my preference: Tortuga; or S. Windsong Dr. (changing the other to N. Windsong Dr.).

Please feel free to contact me if you need any further information.

Sincerely,
Aaron T. Dossey

President, Founder and Owner
All Things Bugs LLC



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
 Patrick Menefee, City Engineer
 CURRENT PLANNING DIVISION
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 COMPREHENSIVE PLANNING
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 BUILDING INSPECTION DIVISION
 Christine Allison, Building Official
 GIS DIVISION
 Kathy Spivey, GIS Coordinator

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 9, 2018

Subject: (PC – 1931) Discussion and consideration of approval of the proposed Final Plat of Sundance Section 6, a single family residential development for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W.

Executive Summary

This requested final plat is the last section of the entire Sundance Addition. The final plat is consistent with the preliminary plat that was approved for the entire area in 2007. The application is being heard under the 1985 Subdivision Regulations as the preliminary plat was approved under those regulations. Public improvements are required and plans must

be submitted to and approved by the City Engineer. Staff recommends approval.



Dates of Hearing:
 Planning Commission –
 December 5, 2017
 City Council – January 9,
 2018

Owner: Sundance Land
 Fund, LLC

Engineer: SMC Consulting
 Engineers – Chris Anderson

Proposed Use: 36 single
 family residential
 development

Size:

The area of request encompasses an area of 9.64 acres, more or less.

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
 North and West – R-6, Single Family Detached Residential
 South and East – PUD, Planned Unit Development

Land Use:

Area of Request – vacant
North, East and West – single family residences
South – vacant

Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

Chapter 38.81. (c) of the Municipal Code reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission.” This final plat application is in substantial compliance with the preliminary plat approved in 2007.

History:

1. December 1997 (PC-1326) Area was part of a rezoning to a Planned Unit Development that never occurred.
2. March 2004 (PC-1522) Area was rezoned from PUD to Single Family Detached Residential
3. March 2004 (PC-1526) The preliminary plat of the entire area was approved proposing 259 single family lots.
4. May 2004 (PC-1542) The Final Plat of Sundance Section 1 was approved but never filed of record at the county courthouse.
5. September 2005 (PC-1597) The revised preliminary plat on the entire area was approved proposing 208 single family lots.
6. November 2005 (PC-1600) The revised Final Plat of Sundance Section 1 was approved but never filed of record at the county courthouse.
7. September 10, 2007 (PC-1650) The revised Preliminary Plat of Sundance Addition was denied by the Planning Commission but approved by the City Council.
8. October 9, 2007 (PC-1654) The Final Plat of Sundance Section 1 was approved.
9. July 13, 2010 (PC-1718) The Final Plat of Sundance Section 2 was approved.
10. March 27, 2012 (PC-1762) The Final Plat of Sundance Section 3 was approved.
11. July 2013 (PC-1790) The Final Plat of Sundance Section 4 was approved.
12. January 2016 (PC-1862) The Final Plat of Sundance Section 5 was approved.
13. December 5, 2017 Planning Commission recommended approval of this item.

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant to submit public improvement plans prior to approval.

Improvement plans have been prepared by a registered professional engineer and have been submitted to staff. Staff has reviewed the plans and the proposed improvements comply with all applicable code requirements for development of the area of request.

No building permits in the area of request will be issued until the public improvements are constructed and record drawings are submitted to and accepted by the city.

Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Fire Comments:

The fire department has reviewed the application for PC-1931, Final Plat for Sundance Addition Section 6. All development must meet the requirements of Chapter 15 within the municipal code.

Planning Comments:

This requested final plat of Sundance Section 6 is a continuation of the entire Sundance Subdivision. Sections 1, 2, 3, 4 and 5 all have approved Final Plats and are fully developed or in the process of being developed with single family residences. This final plat of section 6 proposes the creation of an additional thirty-six (36) lots for single family development within an area of 9.64 acres, creating a density of 3.7 dwelling units per acre, which is consistent with other phases of development of this addition. As the Preliminary Plat of Sundance was approved in September of 2007, this final plat will be reviewed under the previously adopted 1985 Midwest City subdivision regulations.

All improvements (streets, water, sewer, etc.) are to be installed and dedicated to the city as public improvements to serve these lots as proposed.

All of the proposed lots meet the code requirement of 50 feet of frontage along a public street and have depths exceeding the code requirement of 100 feet.

In 2004, at the time of preliminary platting of the entire property, the development of this proposed subdivision was heard by the Parkland Review Committee. At that time, the use of the Common Areas to meet the parkland requirements was approved. As of this date, the Common Area created by the final platting of these sections has been improved with landscaping, park benches and a full-size basketball court. The common area located in other sections of Sundance fulfills the Parkland requirement.

As the commission is aware, in the past the City of Midwest City and the owners of this property were involved in litigation regarding the development of this property. That litigation focused on the size of homes that could be constructed within the development known as Sundance. The outcome of that legal action, in part, was to permit 50% of the lots to be developed with homes between 1200 and 1400 square feet living area and the remaining lots to be developed with homes greater than 1400 square feet living area. The code requirements in effect at the time the preliminary plat was approved regarding the amount of brick exterior, roof pitch, two car attached garage and 16 ft. driveway width will remain in effect for this development.

Previous staff reports have acknowledged a need for access to the subdivision abutting Sundance to the east (Mill Creek Estates). While the city encourages access and connectivity between subdivisions, it has become evident that connectivity between Sundance and Mill Creek Pond is not possible.

The Final Plat of Mill Creek Estates Section 2 was approved in 2005 and did not provide for access to the proposed Sundance Addition. As that subdivision was platted prior the Sundance Addition, the city cannot require the owner of the Mill Creek Estates Addition to provide access. At this time, houses have been constructed in Mill Creek Estates where the proposed access should be located, further disallowing connectivity between the subdivisions. Staff has studied the area surrounding the southern portion of the Sundance Addition to see if there were any other possibilities to provide an additional access points to Sundance. The area surrounding the southern portion is developed or already platted for future development in a manner that will not allow for connectivity to the area of request.

At the Planning Commission meeting, Commissioner Russell Smith asked the applicant and City Engineer that special attention be paid to the drainage as development occurs so that excess runoff does not negatively affect the Forest Glen neighborhood.

As this request conforms to the requirement for the subdivision of land as set forth in the Municipal Code and follows the basic design of the approved preliminary plat, staff recommends approval of the Final Plat of Sundance Addition, Section 6, subject to the comments as noted herein.

Action Required: Approve or reject the Final Plat of Sundance Section 6, located on the property as noted herein, subject to the staff comments and found in the January 9, 2018 agenda packet and made a part of PC-1931 file.

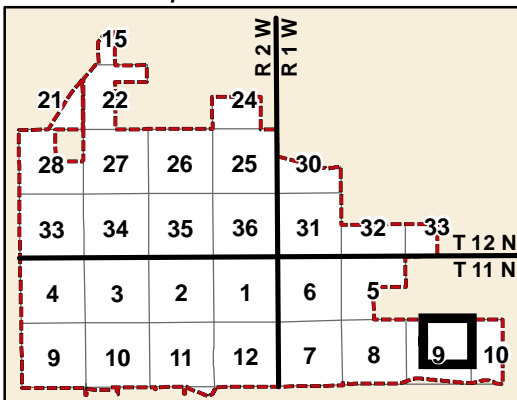


Billy Harless, AICP
Community Development Director

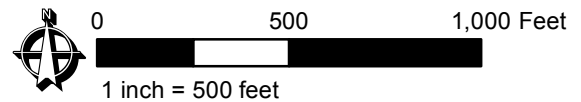
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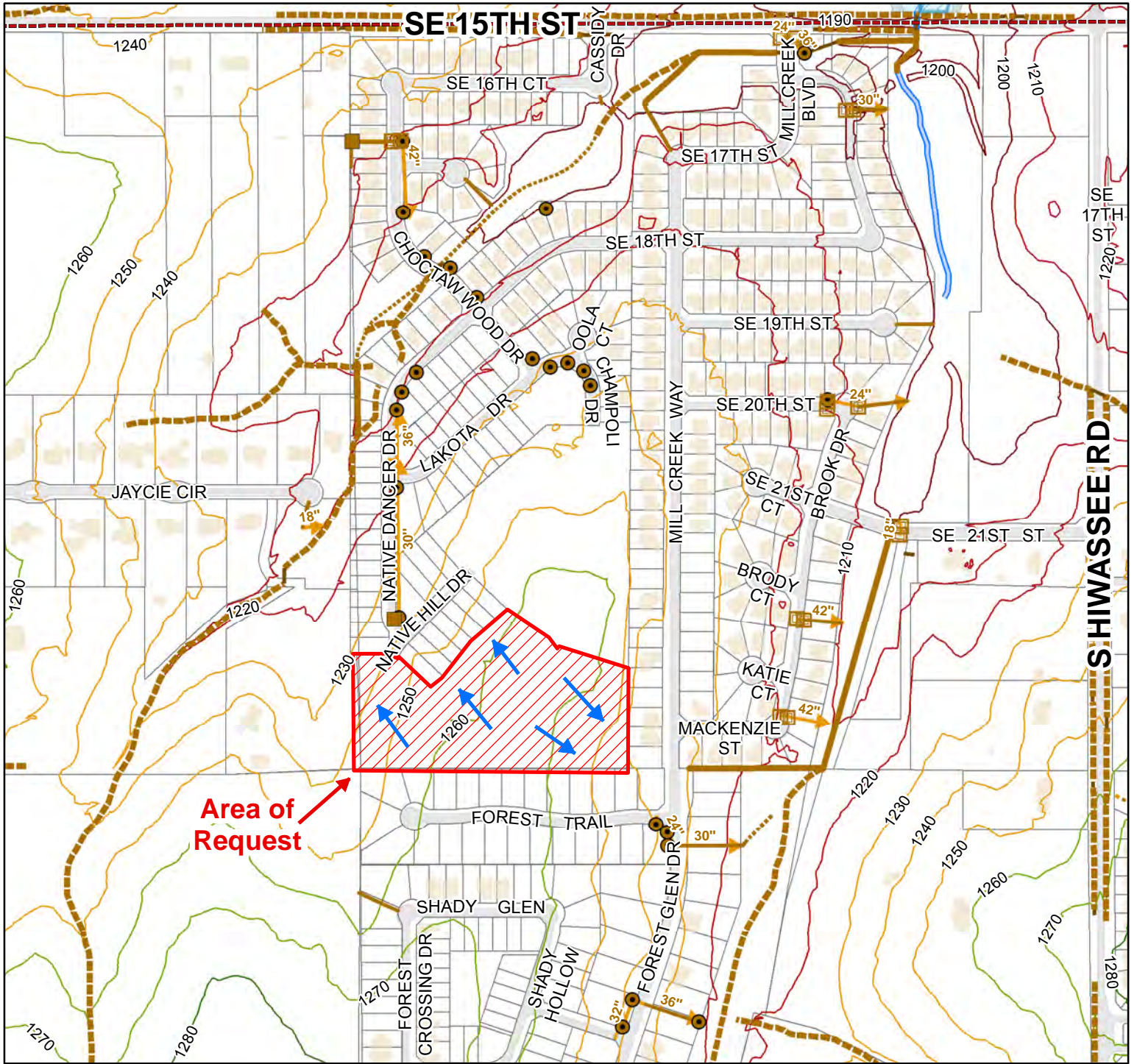
Locator Map



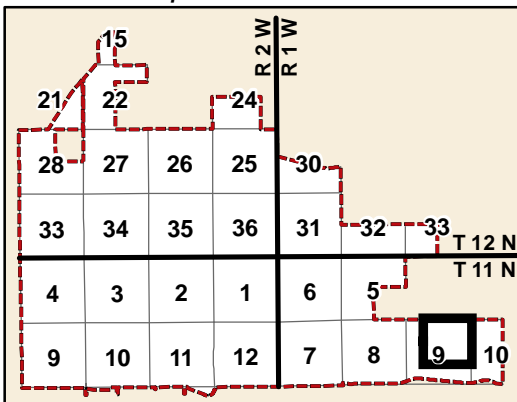
**2015 DOP (AERIAL) VIEW FOR
PC-1931
(NE/4, Sec. 9, T11N, R1W)**















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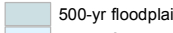
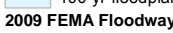




Locator Map



- 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-1931 (NE/4, Sec. 9, T11N, R1W)

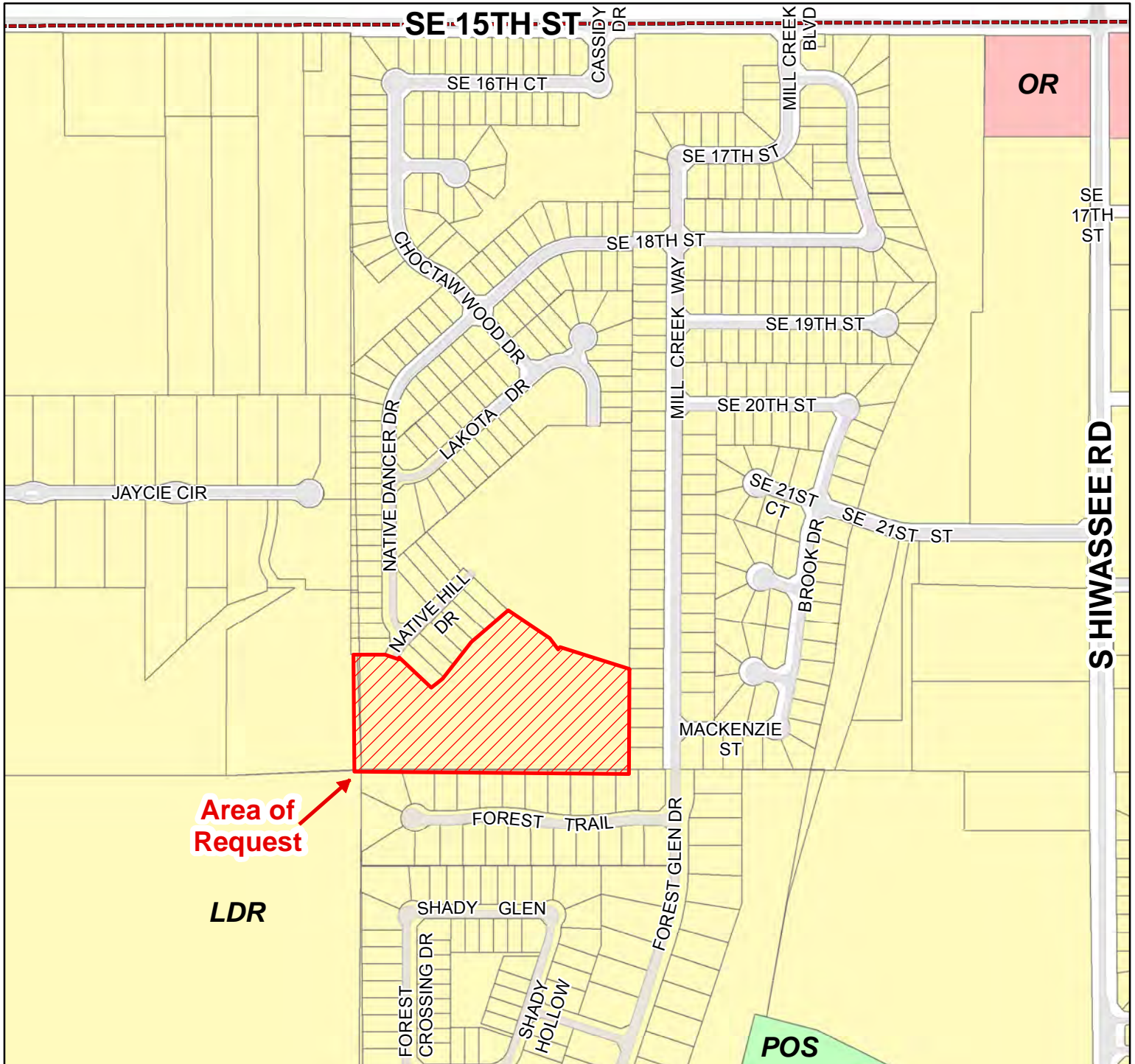


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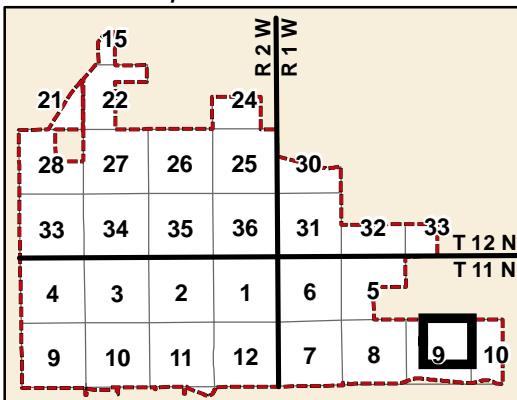


1 inch = 500 feet











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Locator Map

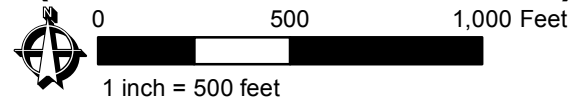


Future Land Use Legend

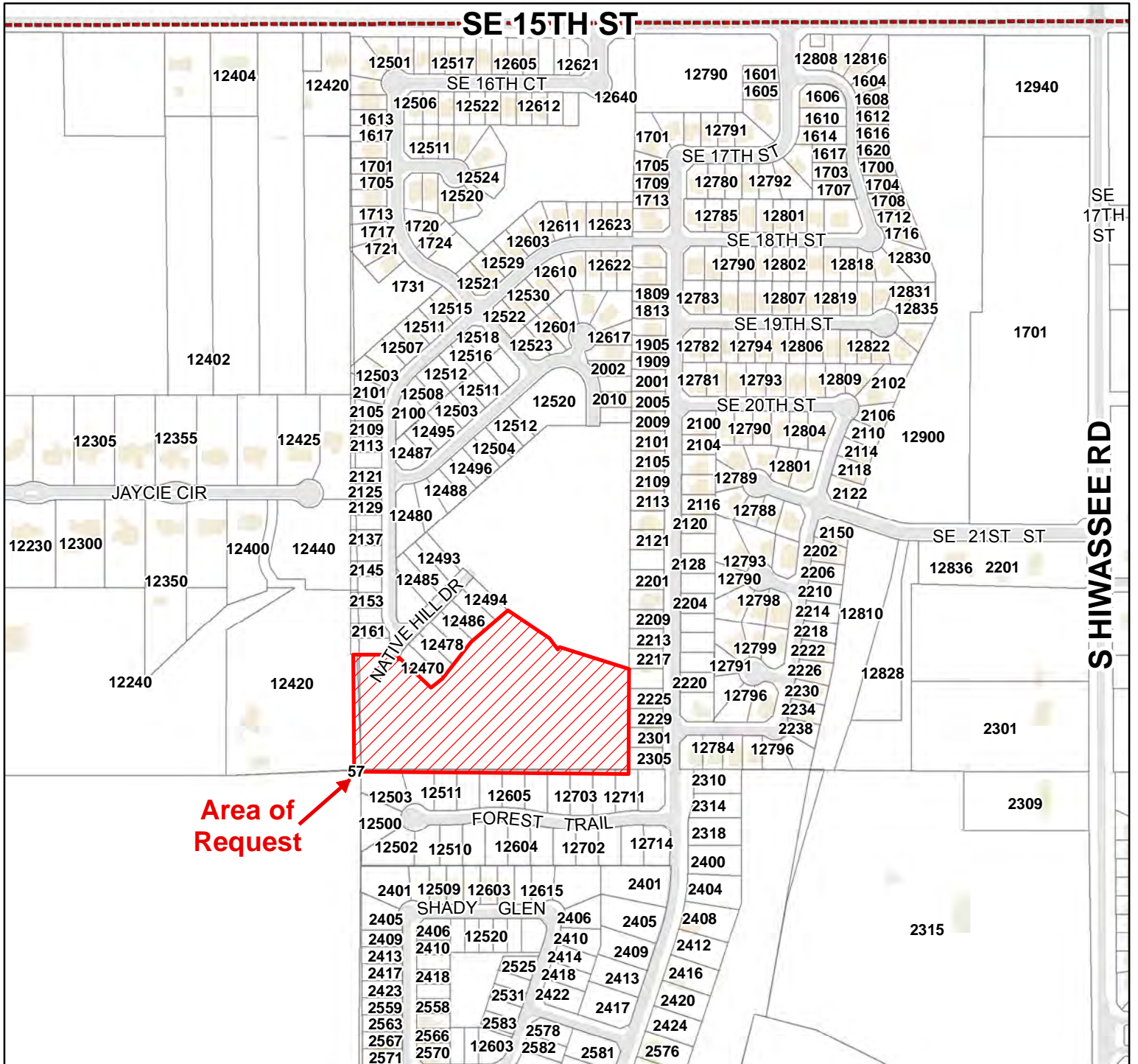
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1931**

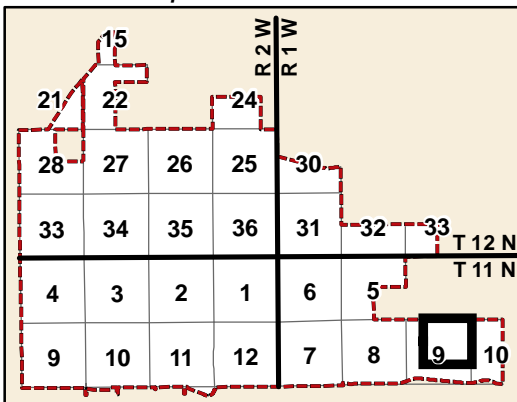
(NE/4, Sec. 9, T11N, R1W)








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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-1931
(NE/4, Sec. 9, T11N, R1W)**

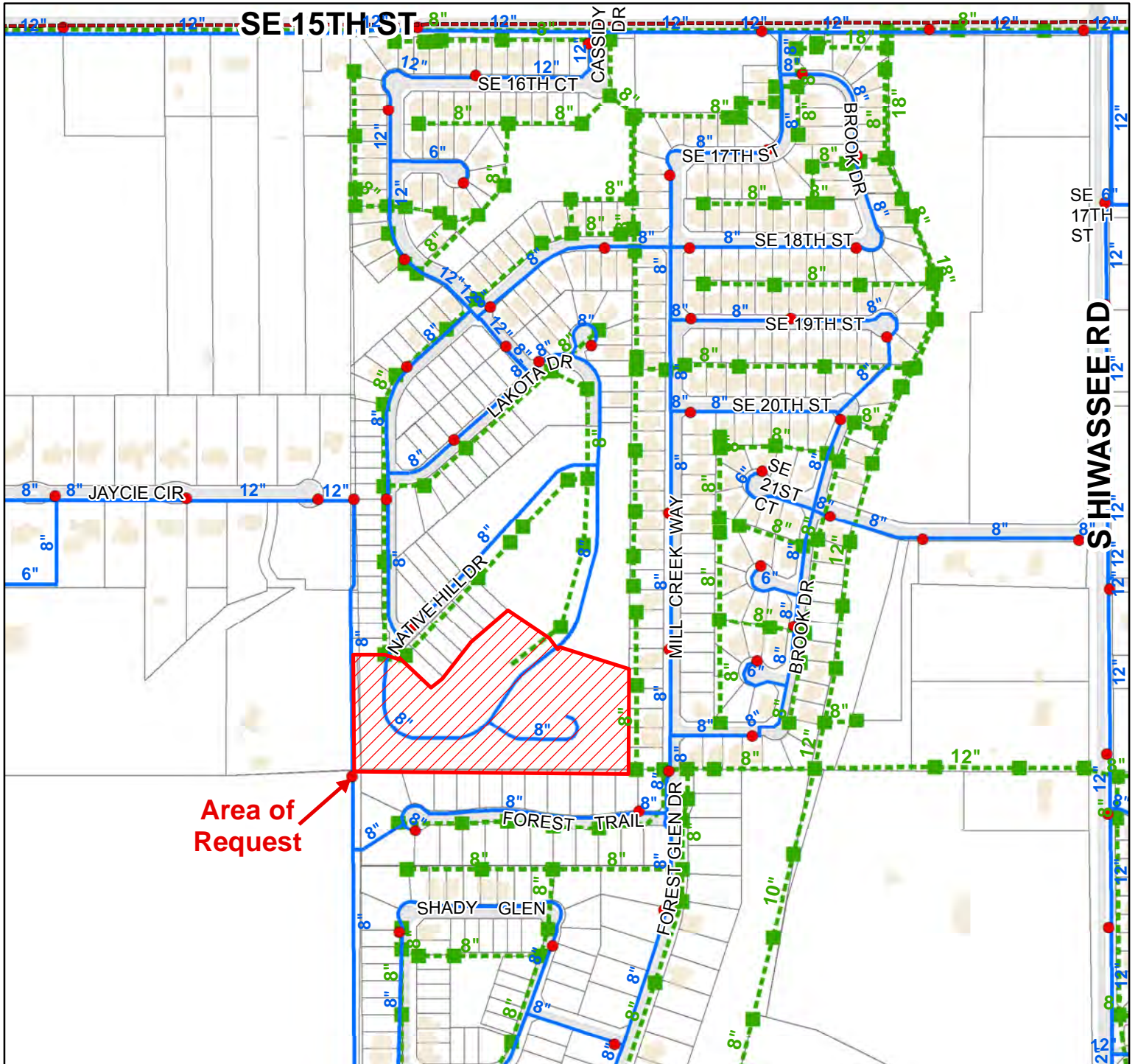


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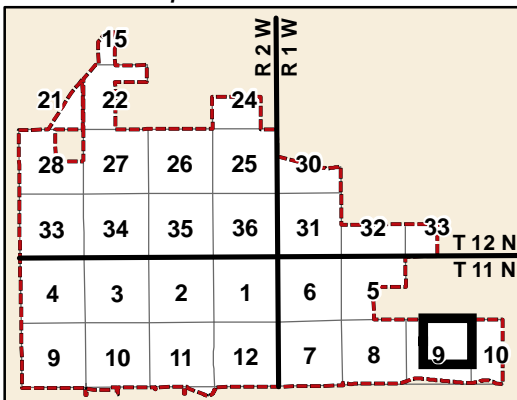


1 inch = 500 feet

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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-1931
(NE/4, Sec. 9, T11N, R1W)**

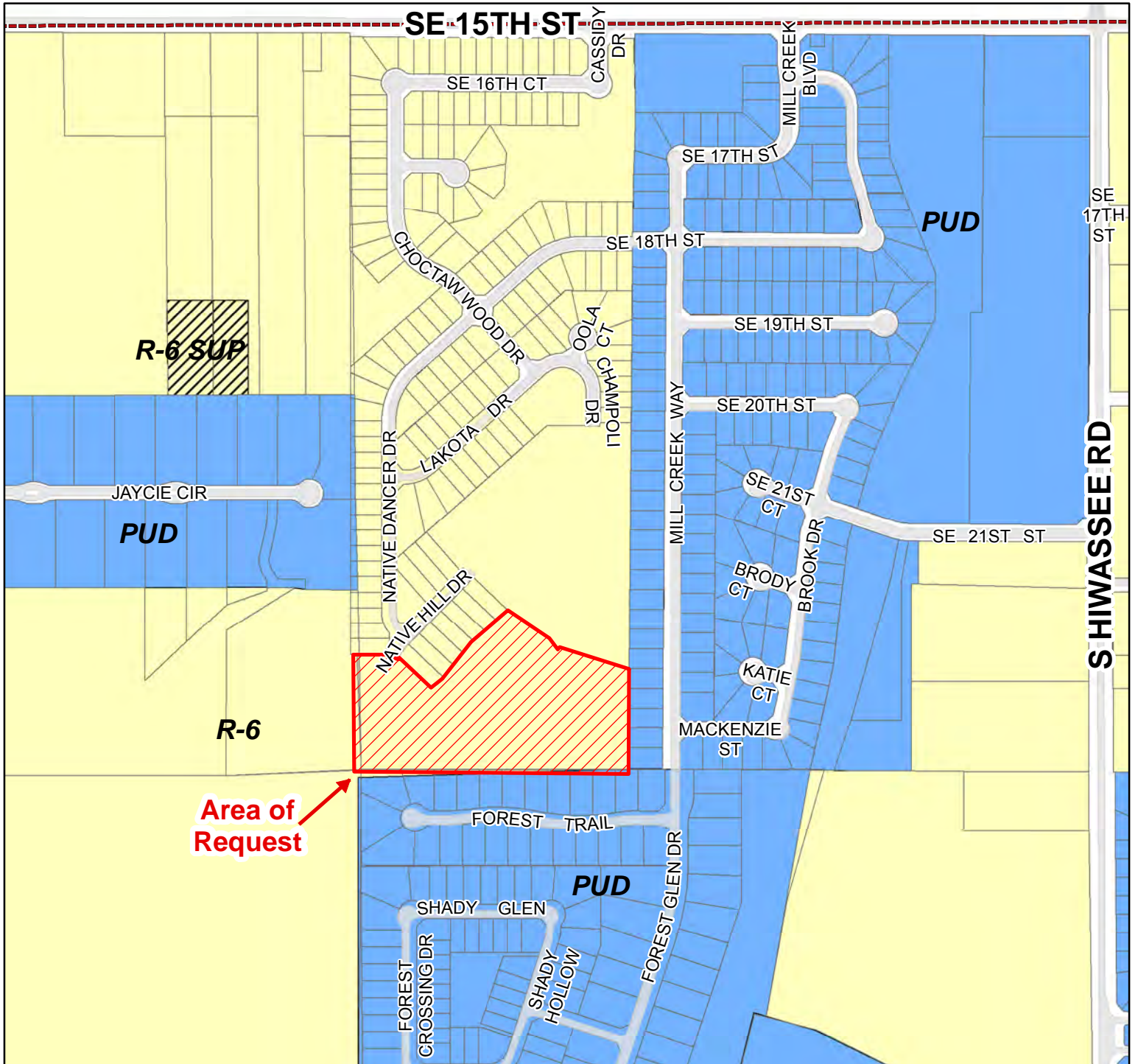


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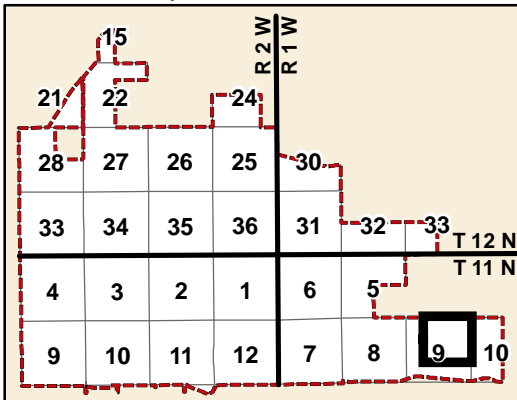


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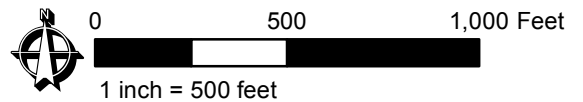
Locator Map



Current Zoning Legend

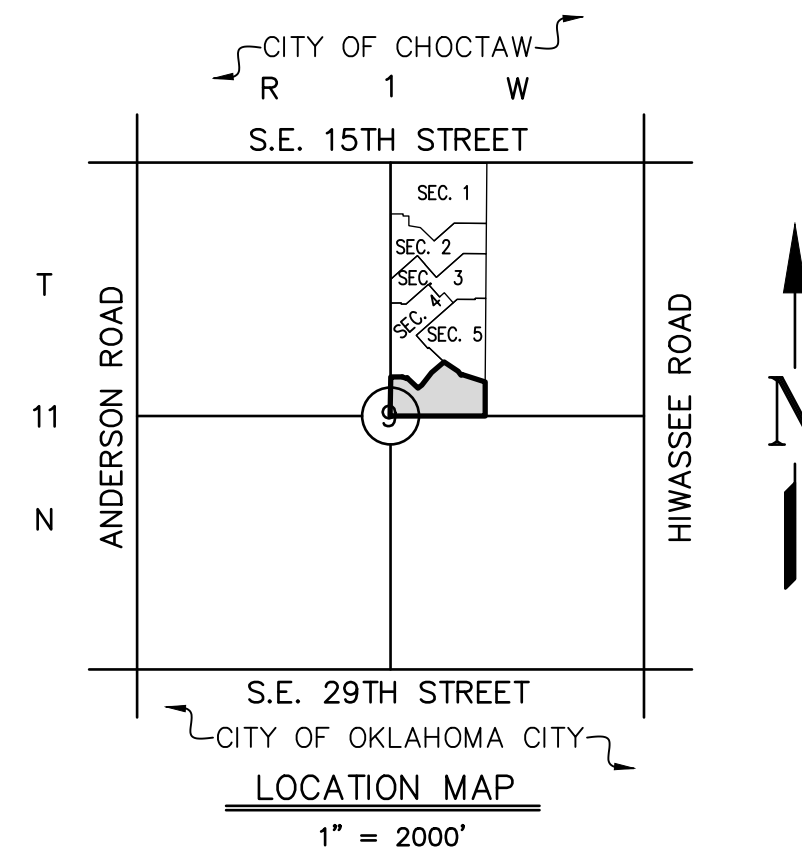
A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

**ZONING MAP FOR
PC-1931
(NE/4, Sec. 9, T11N, R1W)**



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FINAL PLAT
SUNDANCE ADDITION SECTION 6
 A PART OF THE N.E. 1/4, SECTION 9, T11N, R1W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION
 KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Sundance Land Fund, LLC, a Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of SUNDANCE ADDITION SECTION 6, a subdivision of a part of the N.E. 1/4, Section 9, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of SUNDANCE ADDITION SECTION 6. Sundance Land Fund, LLC, a Limited Liability Company, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate. Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently.

In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20____.
 Sundance Land Fund, LLC
 a Limited Liability Company

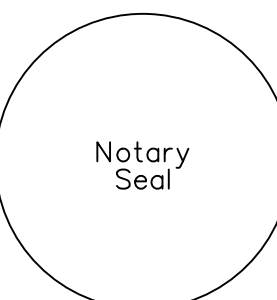
_____, Manager

STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ as _____ of Sundance Land Fund, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Sundance Land Fund, LLC, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My Commission Expires: _____

NOTARY PUBLIC



BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SUNDANCE ADDITION SECTION 6, a subdivision of a part of the N.E. 1/4, Section 9, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in Sundance Land Fund, LLC, on this _____ day of _____, 20____ unencumbered by pending actions, judgements, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 20____. FIRST AMERICAN TITLE & TRUST CO.

Attest: _____

CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of SUNDANCE ADDITION SECTION 6, Midwest City, Oklahoma, this _____ day of _____, 20____.

CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of SUNDANCE ADDITION SECTION 6, Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

ATTEST: _____
 CITY CLERK, MAYOR,

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured instalments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of SUNDANCE ADDITION SECTION 6, Midwest City,

Signed by the City Clerk on this _____ day of _____, 20____.

CITY CLERK,

COUNTY TREASURER'S CERTIFICATE

I, Forrest "Butch" Freeman, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20____ and all prior years on the land shown on the annexed plat of SUNDANCE ADDITION SECTION 6, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this _____ day of _____, 20____.

COUNTY TREASURER, Forrest "Butch" Freeman

LICENSED LAND SURVEYOR

I, Doug R. Alford, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of SUNDANCE ADDITION SECTION 6, an addition to the City of Midwest City, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 20____, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

ACCURATE POINTS SURVEYING, L.L.C.
 2119 Riverwalk Dr. #162
 Moore, OK, 73160
 PHONE: (405) 735-2810

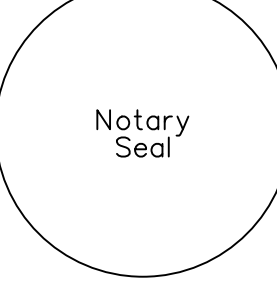
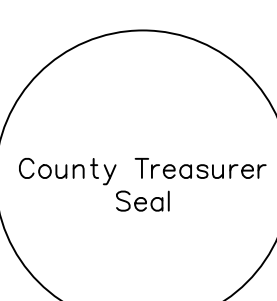
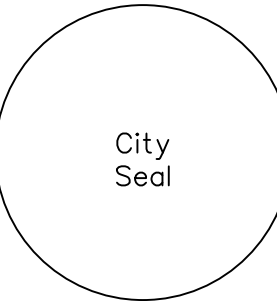
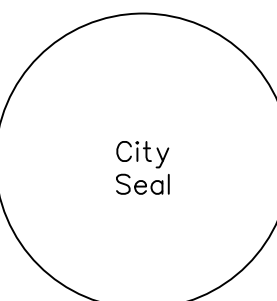
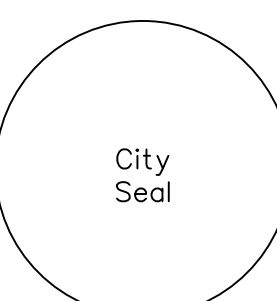
Doug R. Alford, LICENSED LAND SURVEYOR No. 1623
 OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6333 EXPIRES June 30, 2018.

STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My Commission Expires: _____

NOTARY PUBLIC



Date: August 18, 2017

SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph: (405) 232-7715
 Oklahoma CA#464 Exp. 6-30-2019

FINAL PLAT SUNDANCE ADDITION SECTION 6

A PART OF THE N.E. 1/4, SECTION 9, T11N, R1W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter (N.E. 1/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said N.E. 1/4, said point being the Northwest corner of the filed final plat of SUNDANCE ADDITION SECTION 1 (as filed in Book 66 of Plats, Page 25); THENCE South 89°33'48" East along the North line of said N.E. 1/4 a distance of 1003.10 feet to the Northwest corner of the filed final plat of AVALON LAKES, SECTION 1 (as filed in Book 64 of Plats, Page 94); THENCE South 00°26'13" West along the West line of said final plat a distance of 751.22 feet to the Northwest corner of the filed final plat of AVALON LAKES, SEC. 2 (as filed in Book 64 of Plats, Page 46); THENCE continuing South 00°26'13" West along the West line of said final plat a distance of 485.00 feet to the Northwest corner of the filed final plat of MILL CREEK POND ESTATES SECTION 1 (as filed in Book 64 of Plats, Page 59); THENCE continuing South 00°26'13" West along the West line of said final plat a distance of 497.57 feet to the Northwest corner of the filed final plat of MILLCREEK POND ESTATES SECTION 2 (as filed in Book 67 of Plats, Page 84); THENCE continuing South 00°26'13" West along the West line of said final plat a distance of 543.11 feet to the POINT OF BEGINNING;

THENCE continuing South 00°26'13" West along the West line of said final plat a distance of 370.03 feet; THENCE North 89°30'27" West a distance of 969.50 feet; THENCE North 00°26'38" West a distance of 413.49 feet to the Southwest corner of Lot 14, Block 11 of the filed final plat of SUNDANCE ADDITION SECTION 4 (as filed in Book 73 of Plats, Page 5); THENCE along the property line of said final plat the following seven (7) courses:

1. North 89°57'00" East a distance of 112.02 feet;
2. South 70°17'17" East a distance of 50.00 feet to a point on a non-tangent curve;
3. Around a curve to the right having a radius of 125.00 feet (said curve subtended by a chord which bears North 21°33'33" East, a distance of 8.06 feet) and an arc length of 8.06 feet;
4. South 46°35'18" East a distance of 156.01 feet;
5. North 53°03'35" East a distance of 50.44 feet;
6. North 37°54'59" East a distance of 165.44 feet;
7. North 49°32'01" East a distance of 171.40 feet to the Southwest corner of Lot 1, Block 3 of the filed final plat of SUNDANCE ADDITION SECTION 5 (as filed in Book 75 of Plats, Page 46);

THENCE along the property line of said final plat the following six (6) courses:

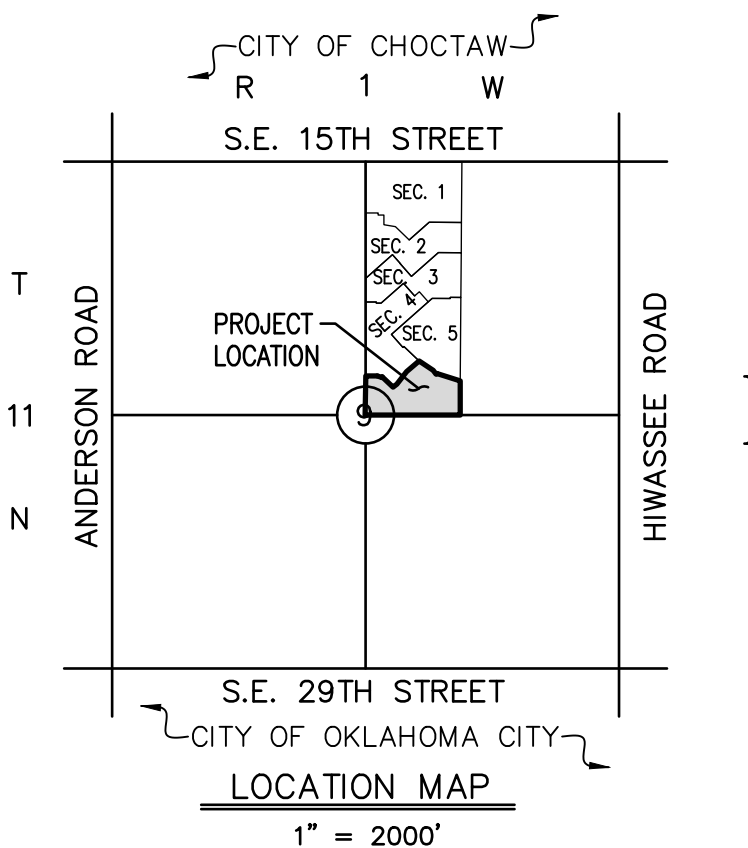
1. Continuing North 49°32'01" East a distance of 0.08 feet;
2. South 56°16'23" East a distance of 176.43 feet;
3. South 36°56'25" East a distance of 50.00 feet;
4. North 53°03'35" East a distance of 6.40 feet to a point curvature;
5. Around a curve to the left having a radius of 200.00 feet (said curve subtended by a chord which bears North 52°19'25" East, a distance of 5.14 feet) and an arc length of 5.14 feet;
6. South 72°18'02" East a distance of 254.39 feet to the POINT OF BEGINNING.

Said tract contains 9.64 acres, more or less.



SCALE: 1" = 60'
BASIS OF BEARING IS THE NORTH LINE OF THE N.E. 1/4 OF SECTION 9 BEING N 00°26'12" E

TOTAL LOTS = 36



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	19°45'42"	150.00	51.74	26.13	S 09°49'52" W	51.48
C2	89°27'28"	100.00	156.13	99.08	S 44°44'43" E	140.75
C3	56°45'56"	150.00	148.61	81.05	N 62°06'35" E	142.61
C4	19°19'58"	175.00	59.05	29.81	S 43°23'36" W	58.77
C5	33°14'04"	75.00	43.90	22.38	S 72°53'25" E	42.90
C6	70°31'44"	25.00	30.77	17.28	N 59°13'45" E	28.87
C7	250°31'44"	50.00	128.63	70.71	N 34°48'18" W	81.65

NOTE:
ALL COMMON AREAS ARE OWNED AND MAINTAINED BY A MANDATORY PROPERTY OWNERS ASSOCIATION.

-1617- = ADDRESSES
LNA = LIMITS OF NO ACCESS.
U/E = UTILITY EASEMENT
B/L = BUILDING LINE

Date: August 18, 2017

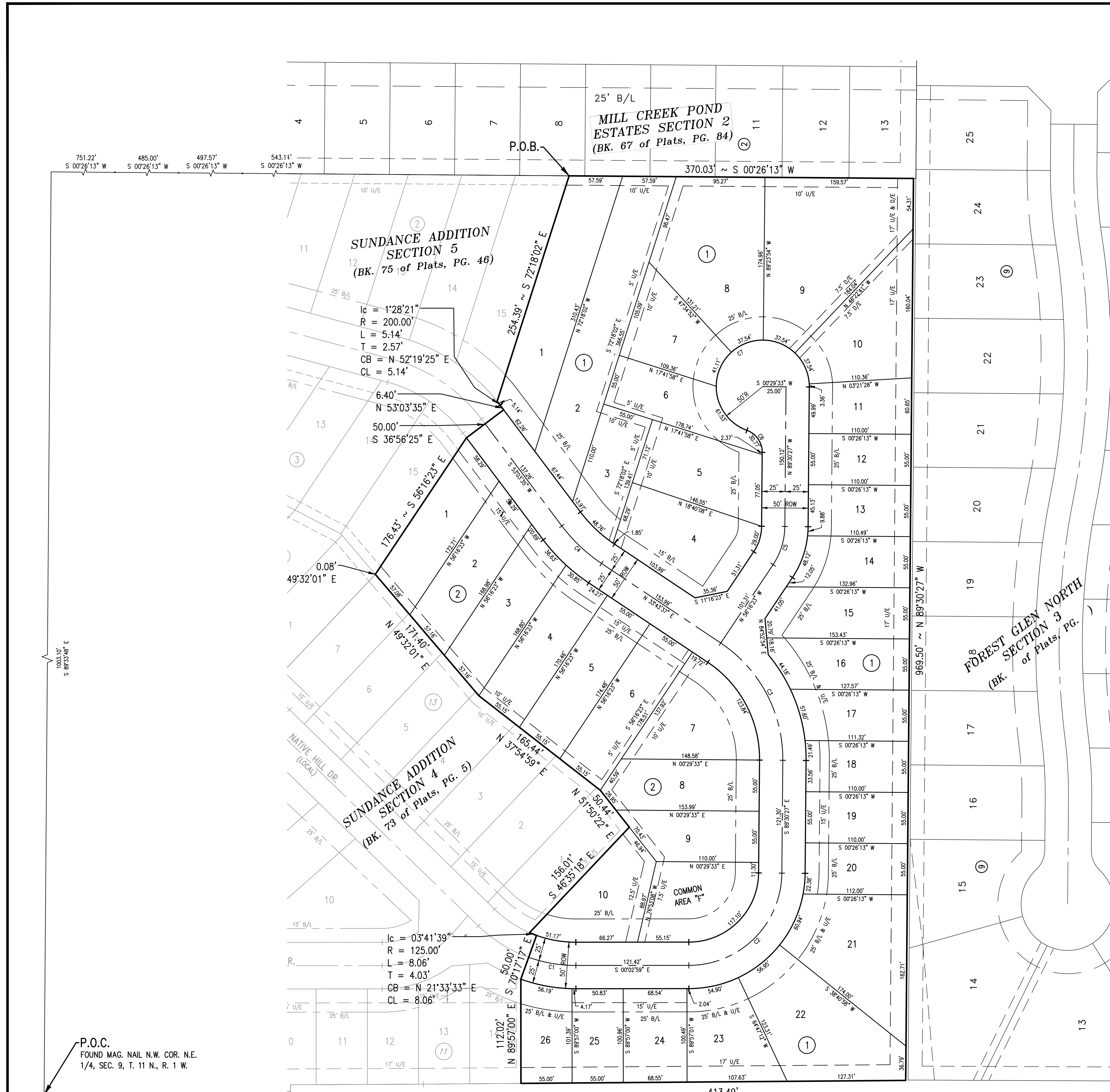
SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CA#464 Exp. 6-30-2019

SUNDANCE ADDITION SECTION 6
SHEET 2 OF 2

NOTE:
UNLESS NOTED OTHERWISE, ALL REAR BUILDING LINE SETBACKS ARE 20'.

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

UNPLATTED



P.O.C.
FOUND MAG. NAIL N.W. COR. N.E.
1/4, SEC. 9, T. 11 N., R. 1 W.

SUNDANCE ADDITION
SECTION 4
(BK. 73 of Plats, PG. 5)

SUNDANCE ADDITION
SECTION 5
(BK. 75 of Plats, PG. 46)

MILL CREEK POND
ESTATES SECTION 2
(BK. 67 of Plats, PG. 84)

FOREST GLEN NORTH
SECTION 3
(BK. of Plats, PG.)

COMMON
AREA "A"



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 9, 2018

Subject: (PC – 1932) Discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

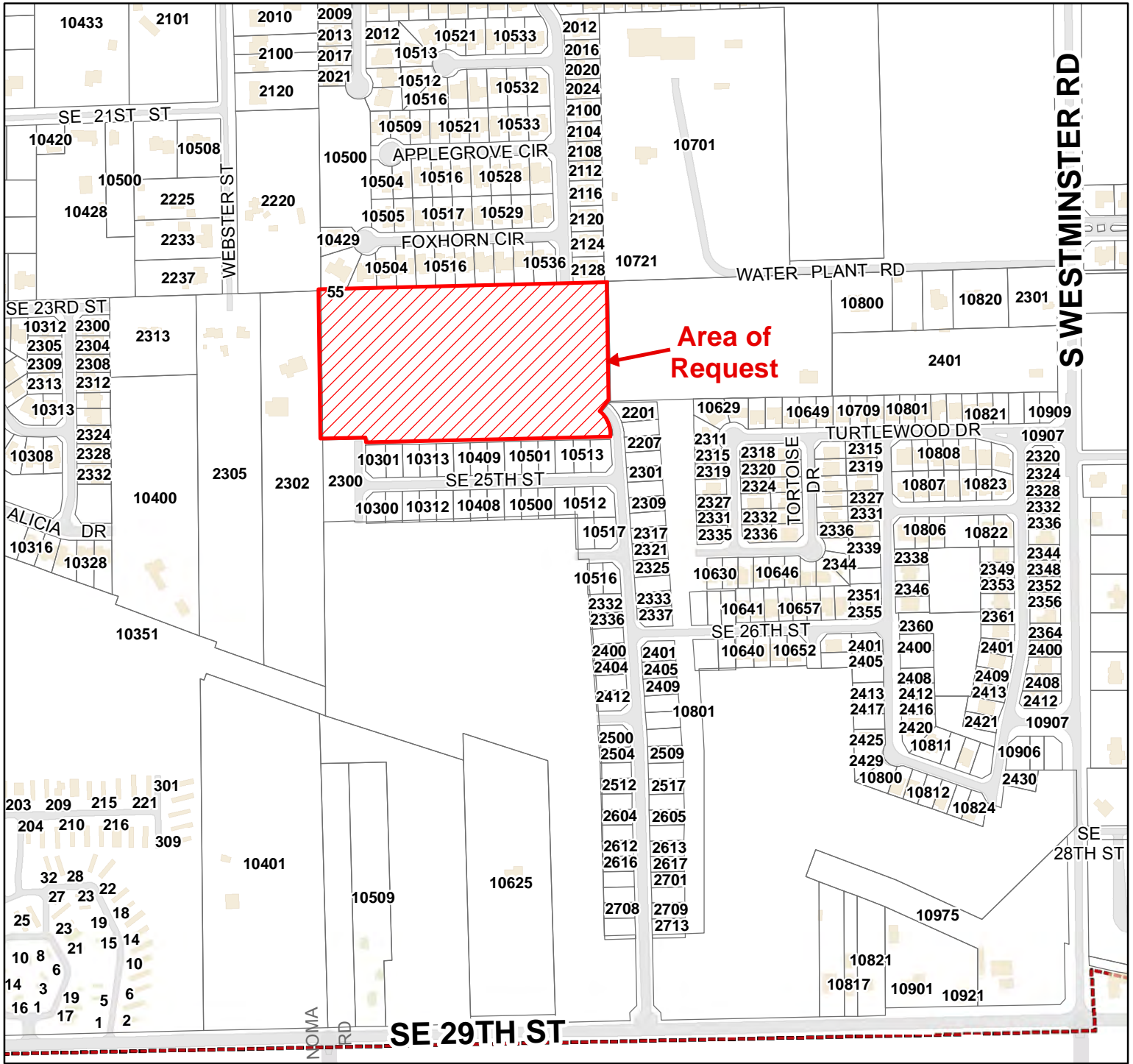
This final plat is being placed on the January 9, 2018 City Council agenda as it was advertised as being heard by the Council on this date. Due to the revised preliminary plat being continued by the Council to the January 23, 2018 City Council meeting, the Planning Commission recommended that this final plat application be continued until the Council made a decision to approve or deny the revised preliminary plat.

As the Council will remember, the application for a revised preliminary plat was heard by the Planning Commission on November 7, 2017. At the November 28, 2017 City Council meeting, the property owner abutting the Turtlewood Addition to the west expressed concerns about the effects of the new development including runoff, drainage and erosion on his property. The City Council continued the revised preliminary plat to the January 23, 2018 City Council meeting to allow the applicant to properly address the drainage concerns. As the revised preliminary plat has not yet been approved by the Council, the Planning Commission continued this item until the February 6, 2018 Planning Commission meeting. Staff recommends that the Council continue this item to the February 27, 2018 meeting.

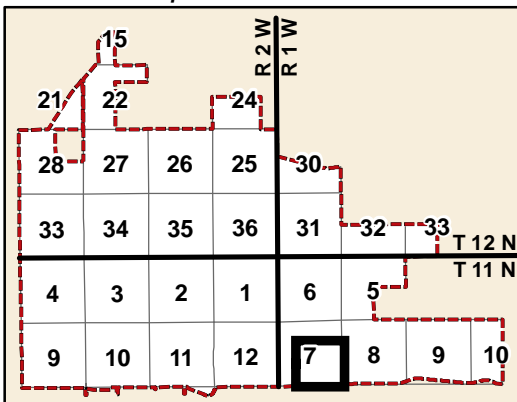
Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director






KG



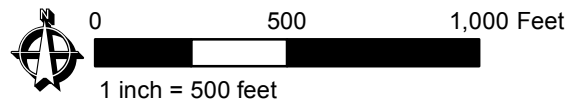
Locator Map



General Map Legend

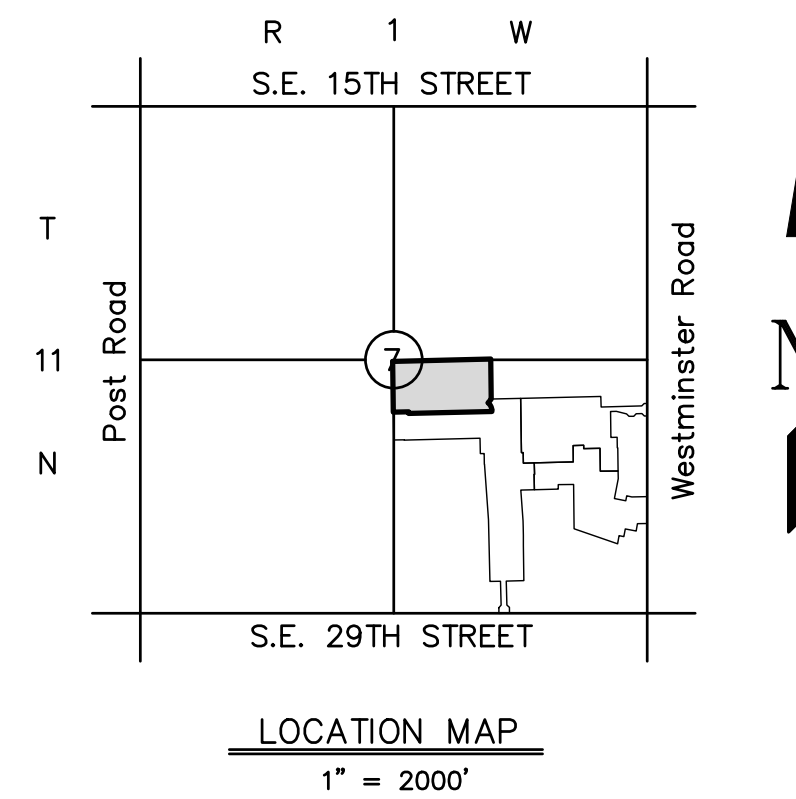
-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

**GENERAL MAP FOR
PC-1932
(SE/4, Sec. 7, T11N, R1W)**



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

FINAL PLAT
TURTLEWOOD 6th ADDITION
 A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION
 KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, FARZANEH DEVELOPMENT, LLLP, a Limited Liability Limited Partnership, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of TURTLEWOOD 6th ADDITION. FARZANEH DEVELOPMENT, LLLP, a Limited Liability Limited Partnership, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate. Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently.

In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

FARZANEH DEVELOPMENT, LLLP,
 a Limited Liability Limited Partnership

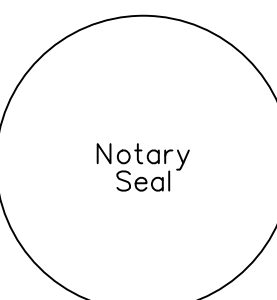
STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared _____ as _____ of FARZANEH DEVELOPMENT, LLLP, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of FARZANEH DEVELOPMENT, LLLP, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

NOTARY PUBLIC



BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in FARZANEH DEVELOPMENT, LLLP, on this _____ day of _____, 20____ unencumbered by pending actions, judgements, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 20____.

FIRST AMERICAN TITLE & TRUST CO.

Attest: _____

CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma, this _____ day of _____, 20____.

CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

ATTEST:

 CITY CLERK,

 MAYOR,

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured instalments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma County, Oklahoma.

Signed by the City Clerk on this _____ day of _____, 20____.

 CITY CLERK,

COUNTY TREASURER'S CERTIFICATE

I, Forrest "Butch" Freeman, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20____ and all prior years on the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this _____ day of _____, 20____.

 COUNTY TREASURER, Forrest "Butch" Freeman

LICENSED LAND SURVEYOR

I, Doug R. Alford, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of TURTLEWOOD 6th ADDITION, an addition to the City of Midwest City, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 20____, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

ACCURATE POINTS SURVEYING, L.L.C.
 2119 Riverwalk Dr. #162
 Moore, OK, 73160
 PHONE: (405) 735-2810

 Doug R. Alford, LICENSED LAND SURVEYOR No. 1623
 OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6333 EXPIRES June 30, 2016.

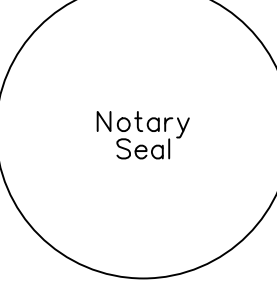
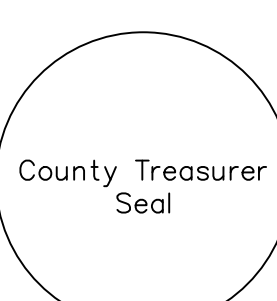
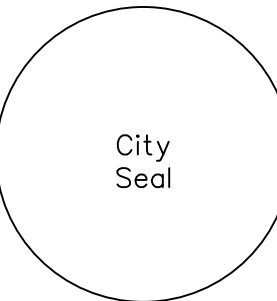
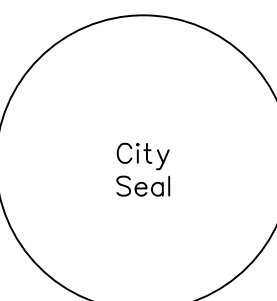
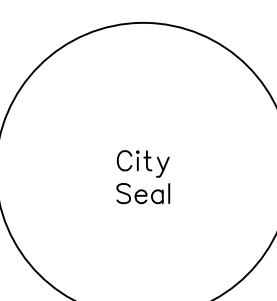
STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

NOTARY PUBLIC



Date: November 13, 2017
 SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph: (405) 232-7715
 Oklahoma CA#464 Exp. 6-30-2019

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

TURTLEWOOD 6th ADDITION
 SHEET 1 OF 2

FINAL PLAT
TURTLEWOOD 6th ADDITION
 A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION:

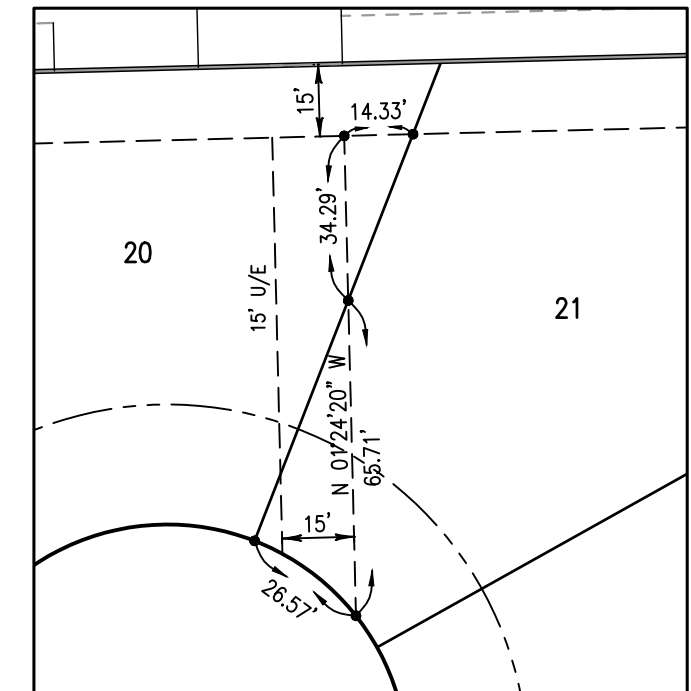
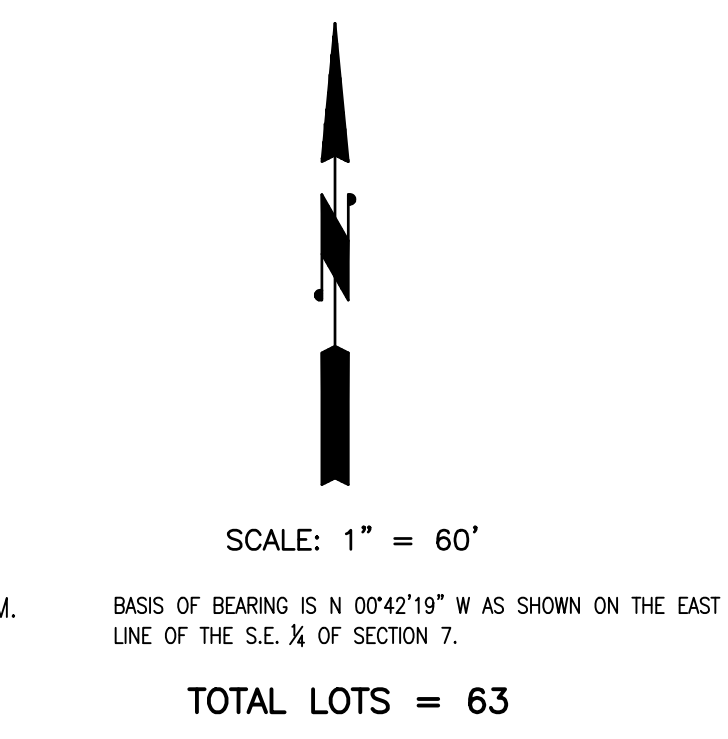
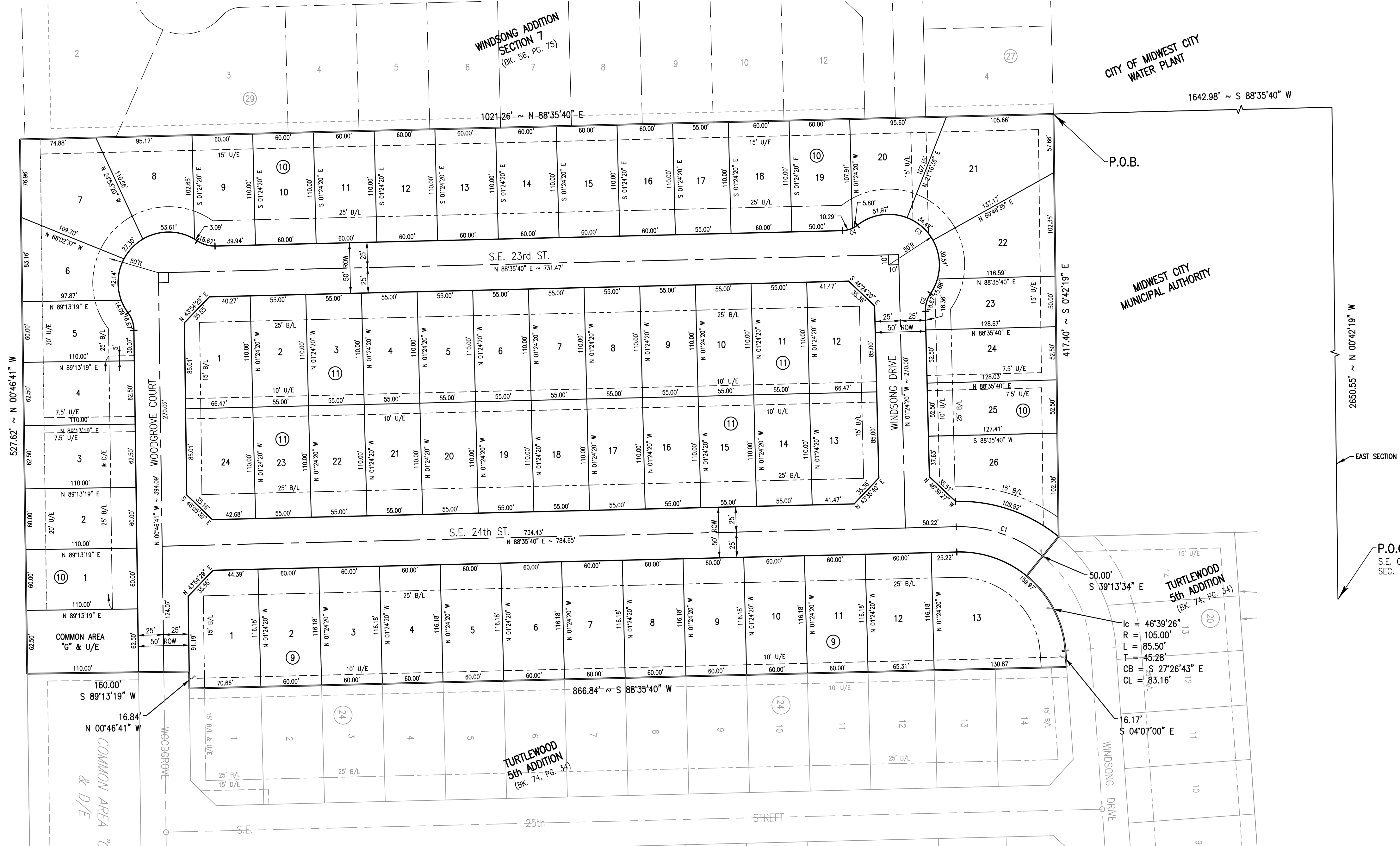
A tract of land in the Southeast Quarter (S.E. ¼) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
 COMMENCING at the Southeast corner of said S.E. ¼; THENCE North 00°42'19" West along the East line of said S.E. ¼ a distance of 2650.55 feet to the Northeast corner of said S.E. ¼; THENCE South 88°35'40" West along the North line of said S.E. ¼ a distance of 1642.98 feet to the POINT OF BEGINNING, said point being the Southeast corner of Lot 4, Block 27 of the filed final plat of WINDSONG ADDITION SECTION 7 (as filed in Book 56 of Plats, Page 75);

THENCE South 00°42'19" East a distance of 417.40 feet to the Northwest corner of Lot 14, Block 20 of the filed final plat of TURTLEWOOD 5th ADDITION (as filed in Book 74 of Plats, Page 34); THENCE along the property line of said final plat the following six (6) courses:

- 1) THENCE South 39°13'34" West a distance of 50.00 feet to a point on a non-tangent curve;
- 2) THENCE around a curve to the right having a radius of 105.00 feet (said curve subtended by a chord which bears South 27°26'43" East, a distance of 83.16 feet) and an arc length of 85.50 feet;
- 3) THENCE South 04°07'00" East a distance of 16.17 feet;
- 4) THENCE South 88°35'40" West a distance of 866.84 feet;
- 5) THENCE North 00°46'41" West a distance of 16.84 feet;
- 6) THENCE South 89°13'19" West a distance of 160.00 feet to a point on the West line of said S.E. ¼;

THENCE North 00°46'41" West along said West line a distance of 527.62 feet to the North line of said S.E. ¼; THENCE North 88°35'40" East along said North line a distance of 1021.26 feet to the POINT OF BEGINNING.

Said tract contains 12.71 acres, more or less.



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARING	CHORD LENGTH
C1	40°37'54"	130.00	92.19	48.13	N 71°05'23" W	90.27	
C2	55°39'43"	130.00	181.67	8.65	S 16°29'48" W	18.37	
C3	162°31'44"	50.00	141.83	325.40	N 47°00'59" W	98.84	
C4	36°52'12"	25.00	16.09	8.33	N 70°09'34" E	15.81	
C5	48°11'23"	25.00	21.03	11.18	N 24°52'22" W	20.41	
C6	185°49'07"	50.00	162.10	985.29	S 43°54'50" W	99.87	
C7	48°11'23"	25.00	21.03	11.18	S 67°18'39" E	20.41	

- NOTES:**
1. RESTRICTIVE COVENANTS, IF ANY, ARE FILED SEPARATELY.
 2. A SIDEWALK SHALL BE CONSTRUCTED ON EACH LOT WHERE IT ABUTS A LOCAL AND/OR A COLLECTOR STREET. THE SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF MIDWEST CITY.

-1617- = ADDRESSES
 LNA = LIMITS OF NO ACCESS.
 U/E = UTILITY EASEMENT
 B/L = BUILDING LINE

Date: November 13, 2017

SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph: (405)232-7715
 Oklahoma CA#464 Exp. 6-30-2019

TURTLEWOOD 6th ADDITION
 SHEET 2 OF 2

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: January 9, 2018

Subject: (PC – 1936) Public hearing with discussion and consideration of an ordinance to amend the Planned Unit Development governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Executive Summary

This amendment is being requested in order to move the detention from underground with parking above the detention facility to a more traditional, open-air, wet detention pond. This modification will also result in a change to the circulation pattern within the PUD and a decrease in the number of parking spaces although the minimum number of required parking spaces will still be provided. No changes other than those listed above are being requested from the original PUD that was approved in April 2017. Requirements for the new proposed open-air detention pond are listed further in this report. Staff recommends approval.



Dates of Hearing:
 Planning Commission –
 January 2, 2018
 City Council – January
 9, 2018

Council Ward:
 Ward 1 – Susan Eads

Owners: Midwest City
 Memorial Hospital
 Authority

Applicant: Ray Trail,
 Warren Theaters, LLC

Proposed Use:
 Entertainment and
 retail/commercial uses

Size:

The area of request has a frontage along SE 15th St of approximately 553 ft. and contains an area of approximately 16.6 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and MDR, Medium Density Residential

North – LDR, Low Density Residential

South – OR - Office / Retail

East – OR, Office / Retail, HDR, High Density Residential and LDR, Low Density Residential

West – OR – Office/Retail

Zoning Districts:

Area of Request – PUD, Planned Unit Development

North – R6, Single Family Residential

South – C4, General Commercial, C3, Community Commercial

East – PUD, Planned Unit Development, C3, Community Commercial and R-HD, High Density Residential

West – PUD, Planned Unit Development

Land Use:

Area of Request – Vacant

North – Single family residence

South – Commercial businesses

East – Single family homes and Mojo Sports

West – 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 was zoned C-3, Community Commercial and R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. The property was rezoned to a PUD in April 2017.
3. The Planning Commission recommended approval of this request at the January 2, 2018 meeting.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Sanitary Sewerage Collection and Disposal

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Streets and Sidewalks

Public street and sidewalk improvements are not required with this application. However, street and sidewalk improvements are proposed and will be a part of a preliminary plat application for the area of request.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the east to the west via overland flow. Currently, the area of request is undeveloped. The area of request is not 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.

The applicant proposes to construct drainage improvements that drain to a newly designed open-air detention facility to service the area of request as part of the preliminary plat application. The previous PUD application proposed an underground facility below a parking area with the capacity to service the entire development located in the area of request. The new design will relocate the detention facility to the ground surface, however, the capacity requirements for the facility requiring it to service the entire development inside the area of request will not change.

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:

All future development will have to meet the requirements of Chapter 15 of the Municipal Code including provisions for access, hydrants and fire protection.

Plan Comments:

The original PUD as approved, stated that the detention for the site would be located underground, allowing for parking and drive aisles above the detention facility. As the project has progressed, the applicant has requested to move the detention from underground, below a parking area to the ground surface in the form of an open-air, wet detention pond. This detention modification will cause a decrease in the number of parking spaces as well as a change in circulation from the original PUD.

The revised PUD document states that the pond will be designated as a naturally shaped, stone-lined, wet pond with a fountain for aeration. The bottom of the pond will be sealed with a mixture of sodium bentonite and clay materials. The PUD also states that the slopes will be grassed and landscaping will be added around the pond area. The City will require that the pond be constructed and landscaped as set forth in the PUD prior to issuance of a Certificate of Occupancy for any use within the area of request.

By moving the detention from underground with parking above to a traditional, open-air detention facility, the overall number of parking spaces will be reduced. As per the requirements of the Zoning Ordinance, the theatre will be required 333 parking spaces. The original design proposed a total of 581 parking spaces.

Moving the detention above ground will eliminate 180 parking spaces. This will leave 401 parking spaces on site which exceeds the required 333 parking spaces.

As previously mentioned, this change will also cause a change in the circulation. The original PUD provided an access aisle running along the south end of Lot 1 (Warren Theatre lot) to provide access from the main interior aisle between the Sooner Rose II Addition and the Warren Addition to Buena Vista. This aisle also allowed cross access between all of the lots within the Warren Addition. Staff recommends that cross access be provided between all of the lots within the Warren Addition as well as to the lots within the Sooner Rose II Addition.

Staff recommends approval.

Action Required: Approve or reject an ordinance to amend the Planned Unit Development for the property noted in this report and subject to staff's comments as found in the January 9, 2018, agenda packet, and as noted in PC – 1936 file.

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

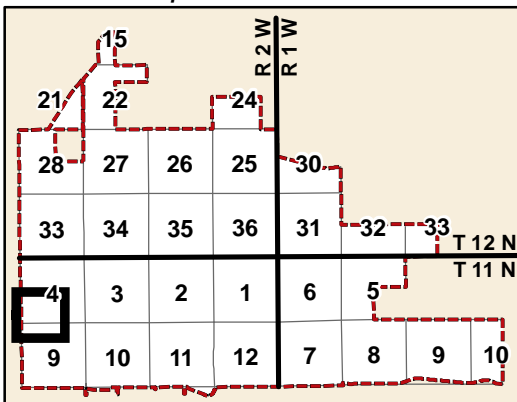
Billy Harless, AICP
Community Development Director

KG

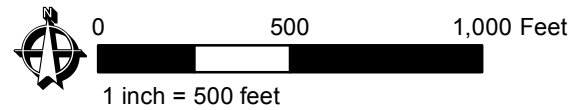


Area of Request

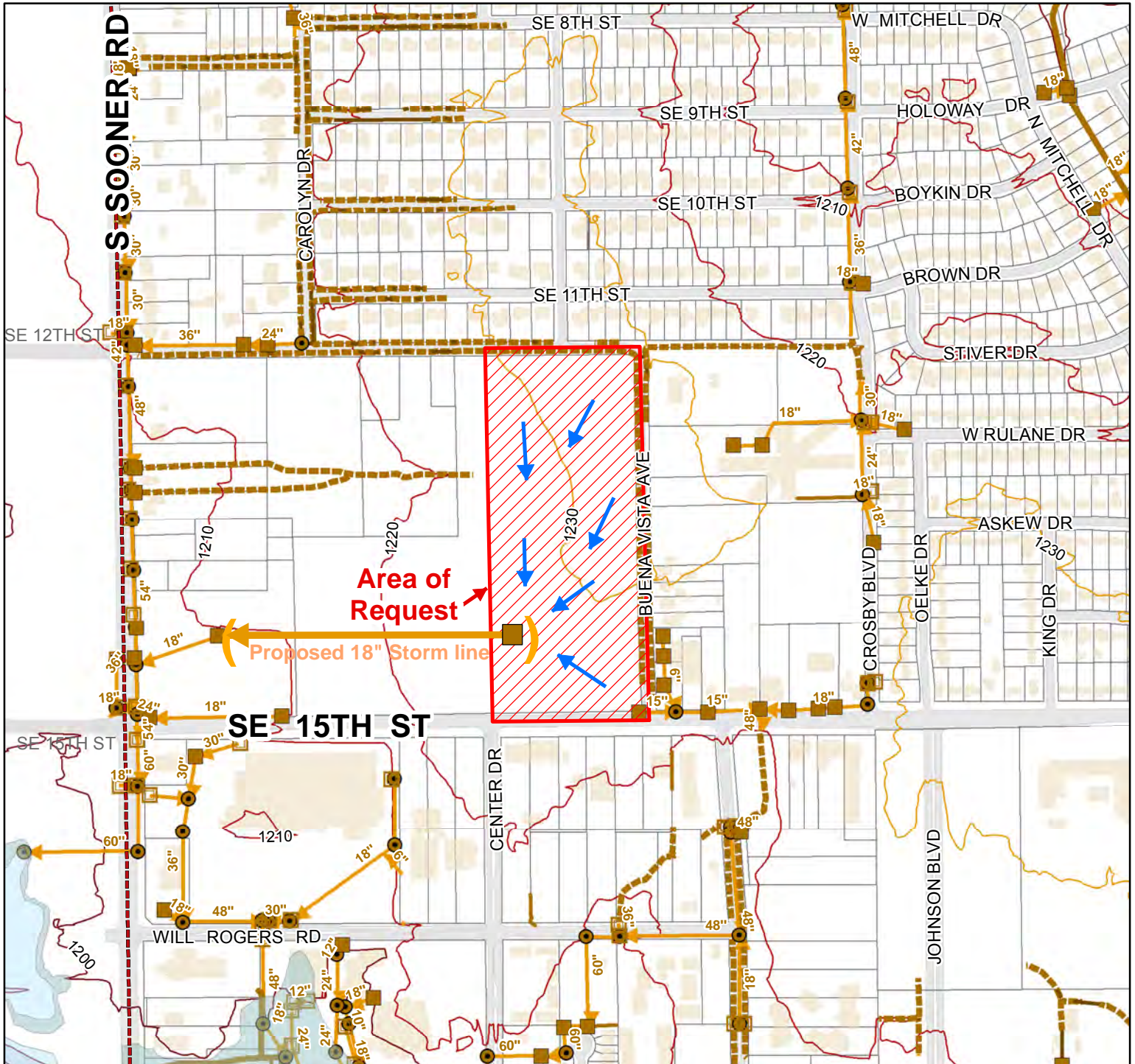
Locator Map



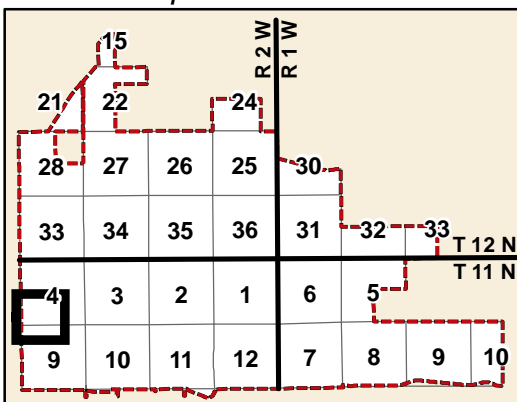
**2015 DOP (AERIAL) VIEW FOR
PC-1936
(SW/4, Sec. 4, T11N, R2W)**



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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-1936

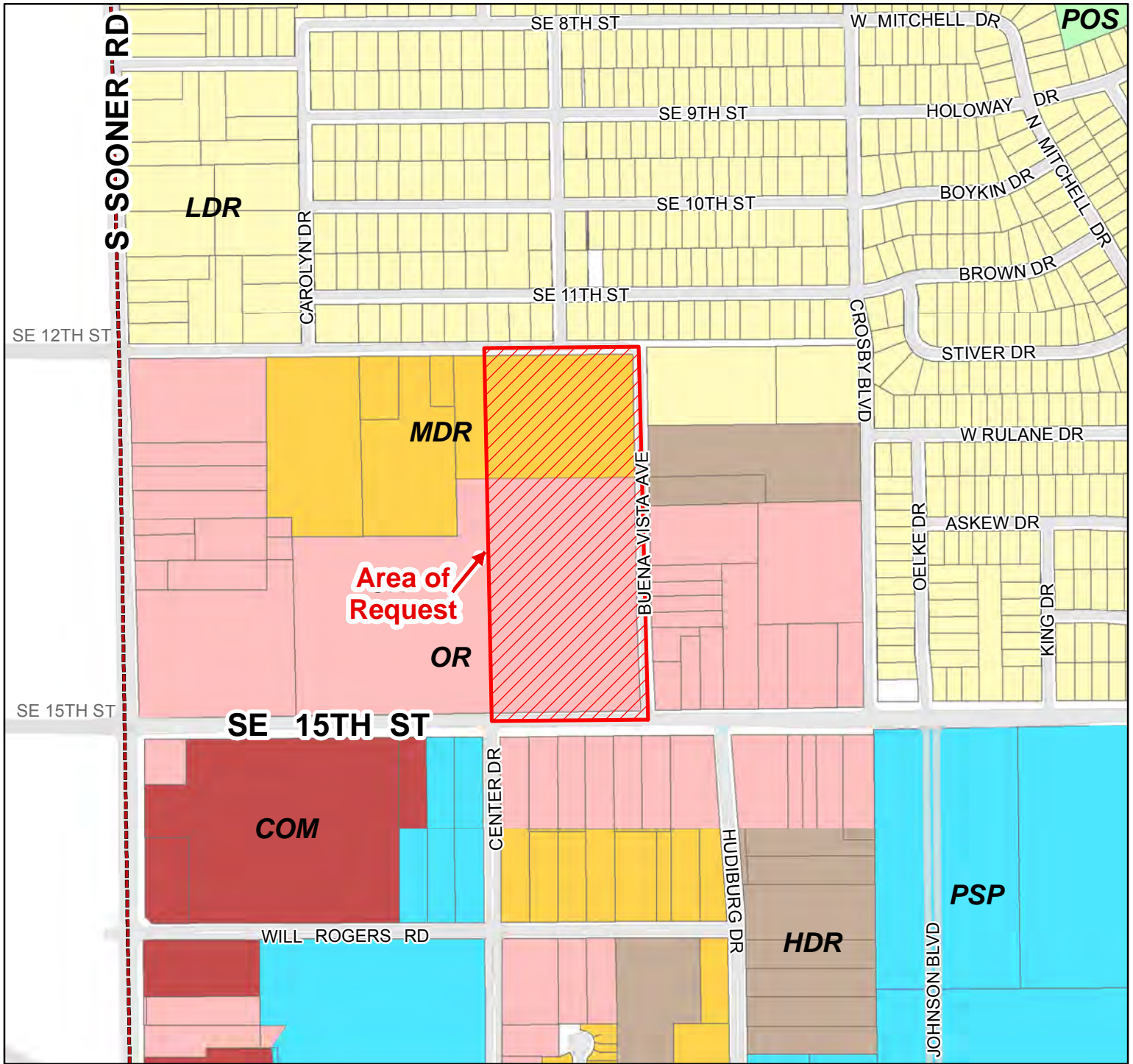
(SW/4, Sec. 4, T11N, R2W)



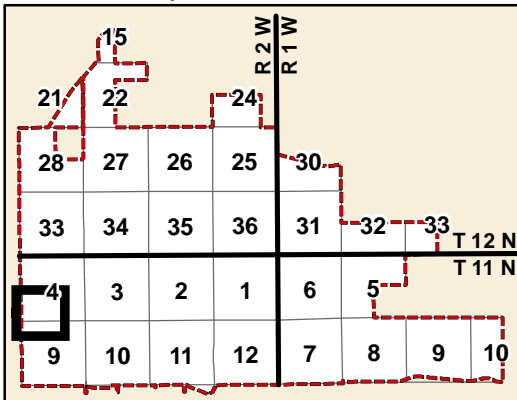
0 500 1,000 Feet

1 inch = 500 feet











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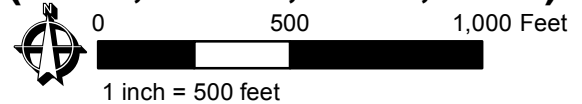
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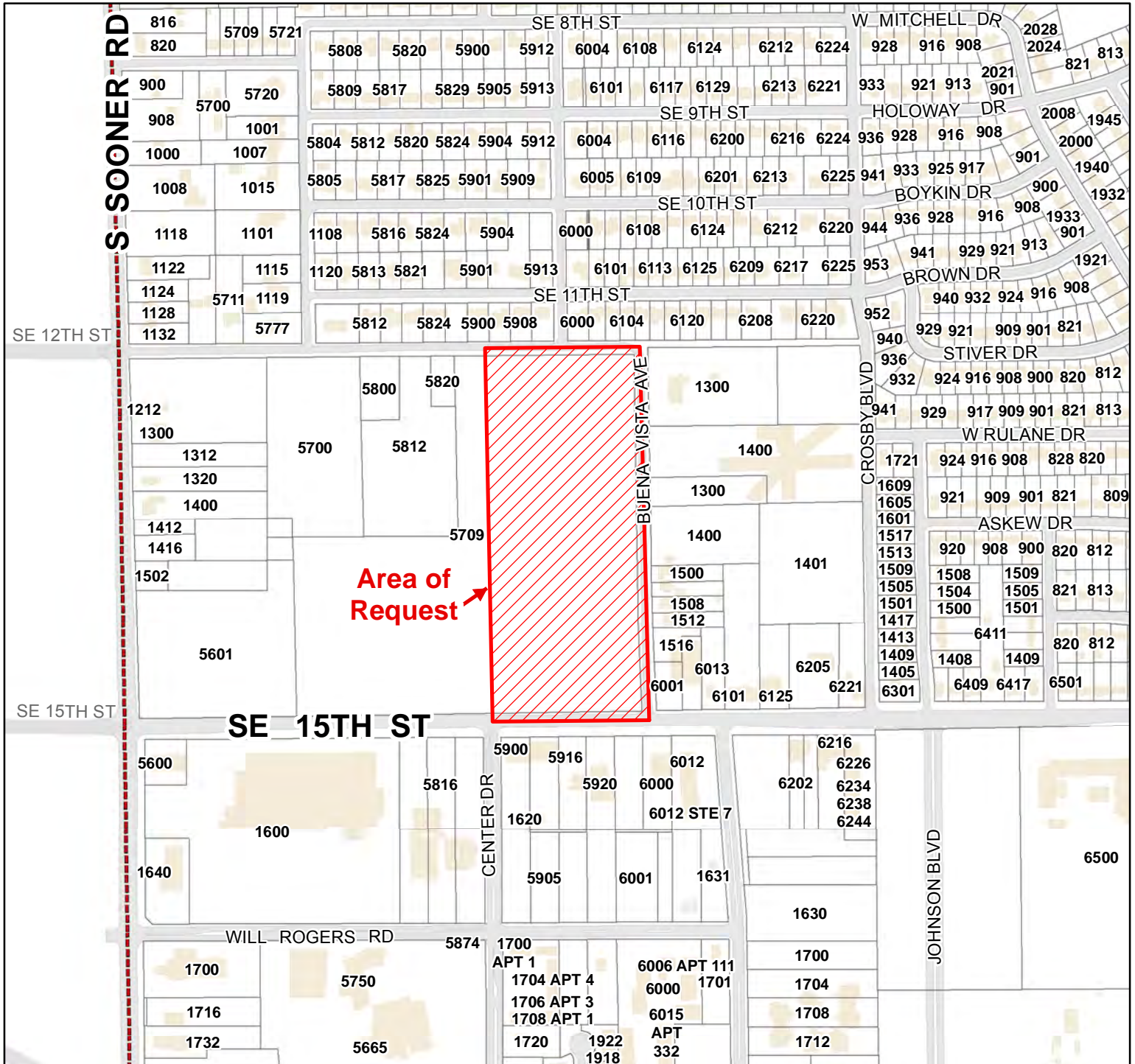
Future Land Use Legend

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

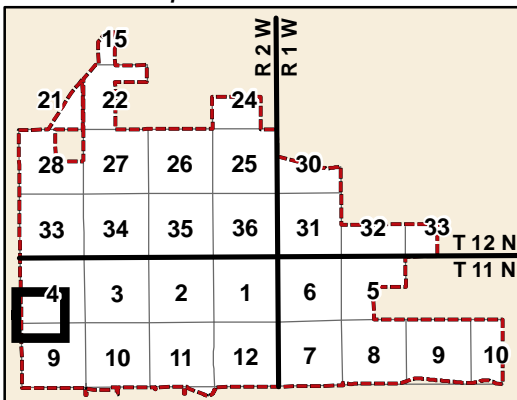
**FUTURE LAND USE
MAP FOR
PC-1936
(SW/4, Sec. 4, T11N, R2W)**








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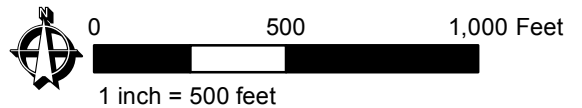
Locator Map



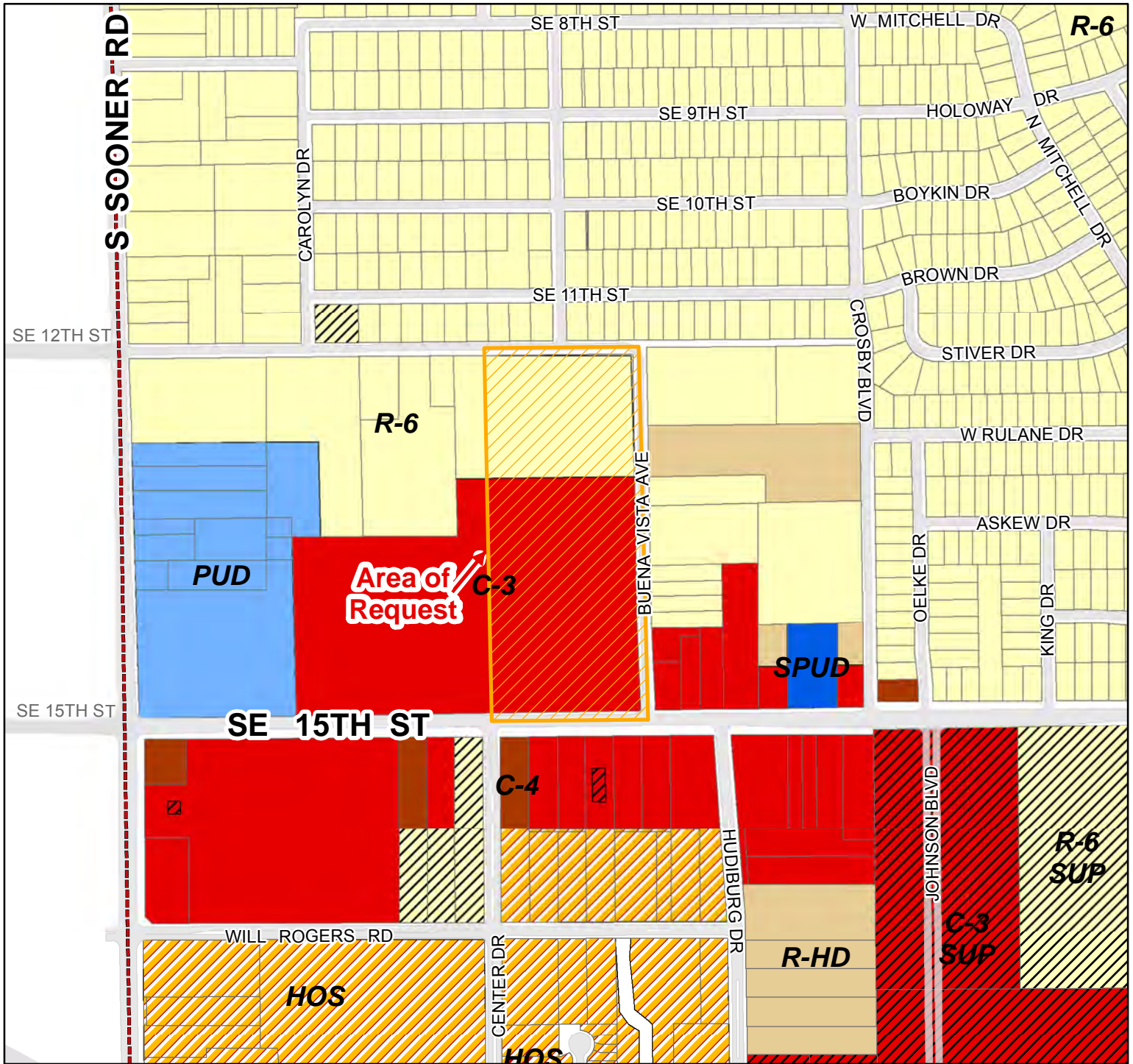
General Map Legend

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

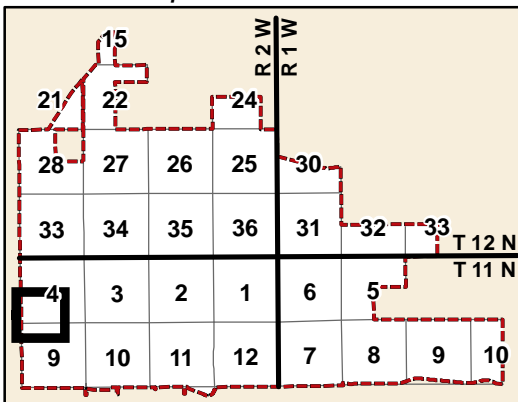
GENERAL MAP FOR
PC-1936
(SW/4, Sec. 4, T11N, R2W)



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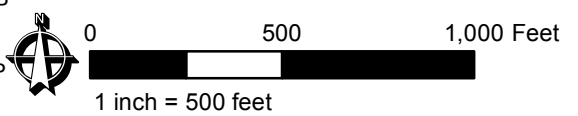
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1936
(SW/4, Sec. 4, T11N, R2W)**



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Title: Sooner Rose Phase II – First Amendment to Theatre Planned Unit Development (PUD)

Owner: Midwest City Memorial Hospital Authority, an Oklahoma Public Trust

Developer: MWC Warren Theatre, Inc., or assigns

Date: January 9, 2018

STATE OF OKLAHOMA

SOONER ROSE PHASE II – FIRST AMENDMENT
TO THEATRE PLANNED UNIT DEVELOPMENT AGREEMENT

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE II – FIRST AMENDMENT TO THEATRE PLANNED UNIT DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into as of the 9th day of January, 2018, by and between MWC Warren Theatre, Inc. (“Warren”), an Oklahoma corporation, the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and the City of Midwest City, a municipal corporation of Oklahoma (the “City”).

STATEMENT OF PURPOSE

The Authority is the owner of those certain parcels of property, which parcels comprise an approximate 16.6-acre property located in the northwest quadrant of Buena Vista Avenue and Southeast 15th Street in Midwest City, Oklahoma, and more particularly described in Exhibit A (the “Property”). The Authority, the City, and Warren have entered into that certain Sooner Rose Phase II – Theatre Development Financing Assistance Agreement, dated April 24, 2017 (the “Theatre DFAA”), which provides for Warren’s acquisition of the Property from the Authority pursuant to the terms set forth in the Theatre DFAA. The City and Warren’s predecessor, Warren Theatres, LLC, entered into that certain Sooner Rose Phase II – Theatre Planned Unit Development Agreement pertaining to the development entitlements for the Property and dated April 25, 2017 (the “Original PUD”). The parties hereto desire to amend the Original PUD as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation by Reference.** The Statement of Purpose set forth above is true and correct and hereby incorporated by reference. The following exhibits are attached hereto and incorporated by reference:
 - 1.1. Exhibit A – Legal Description – the Property;
 - 1.2. Exhibit B – Master Development Plan (the “Master Plan”); and
 - 1.3. Exhibit B-1 – Lake Edge Protection Plan.
2. **Definitions.** Unless otherwise expressly defined in this First Amendment, capitalized terms utilized herein shall have the same meaning as provided in the Original PUD.
3. **Drainage.** Section 3.4 of the Original PUD shall be amended and restated in its entirety as follows:
 - 3.4. Exhibit F shows the existing drainage basis and contours for the Property. On-site detention will be provided and consist of a stormwater pond located on the Property as more particularly shown on Exhibit B and described further below:
 - 3.4.1. The stormwater pond capacity shall be sufficient to serve the Project as shown on Exhibit B and the stage-storage-discharge routing from the stormwater pond will be connected to the downstream storm sewer system constructed on the Retail Property without adverse impacts to said downstream systems, all as contemplated in the Original PUD.
 - 3.4.2. The stormwater pond shall be designed as a ‘wet pond’ with a well to replenish water as needed and a water fountain for aeration. The stormwater pond will have a natural organic shape with varying slopes

and edges, and the stormwater pond edges at the waterline will be lined with stone to mitigate erosion and create an attractive and distinguished water edge, all as more particularly shown on Exhibit B-1. The bottom of the wet pond will be sealed using a mixture of sodium bentonite and the on-site silt clay materials at a rate of 2 lbs. sodium bentonite per sq.ft. The area around the stormwater pond will be aesthetically enhanced with grassed slopes and landscaping. The landscaping plant materials shall be as described in Section 4.3.6.2.2 in the Original PUD.

4. **Master Plan.** The Master Plan incorporated as Exhibit B to the Original PUD shall be amended and restated in its entirety with the Master Plan attached hereto as Exhibit B.
5. **Conflicts; No Further Amendments.** In the event of any conflict between the Original PUD and this First Amendment, this First Amendment shall control. Except as expressly provided in this First Amendment, the Original PUD shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit A
Property Legal Description

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

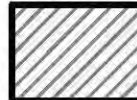




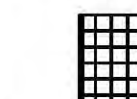


THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

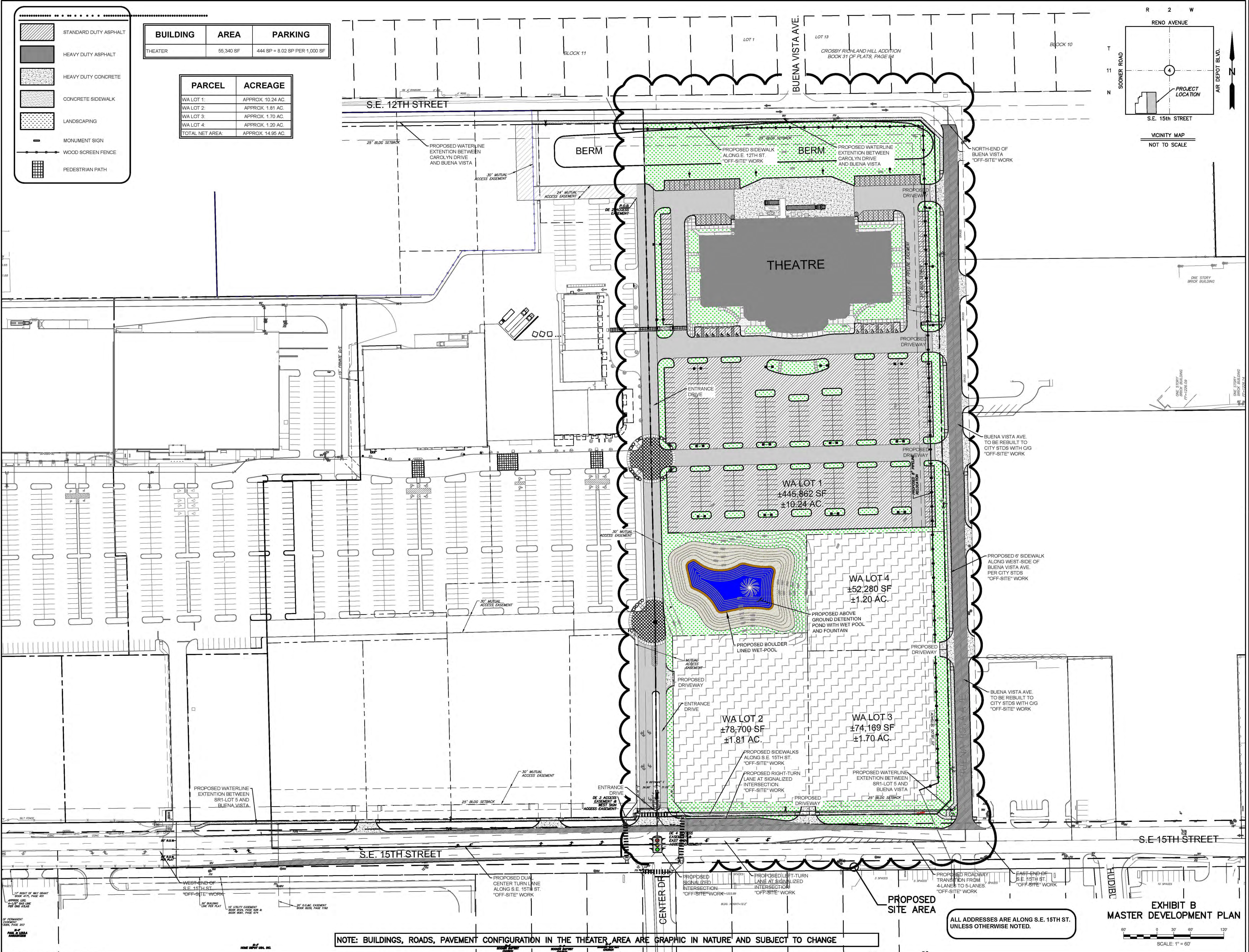
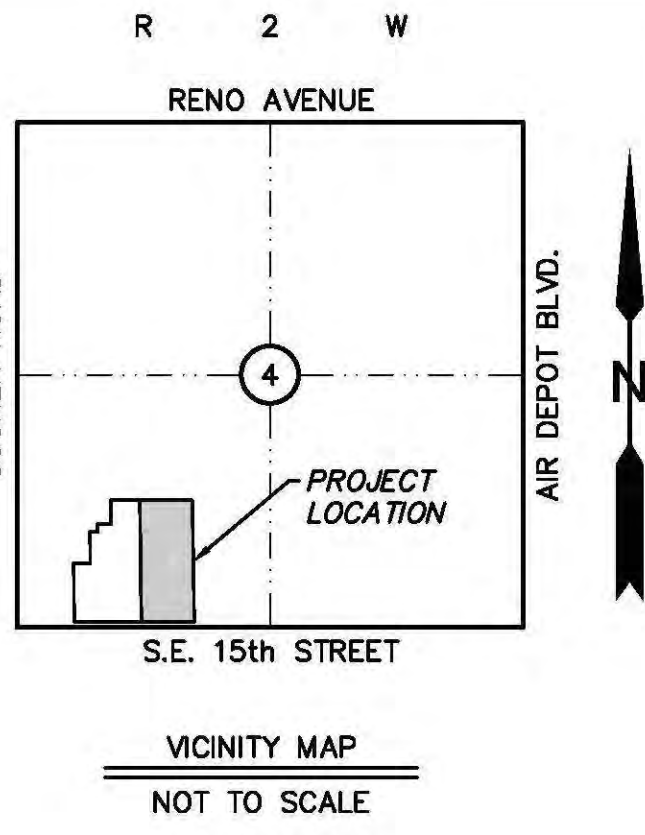
The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

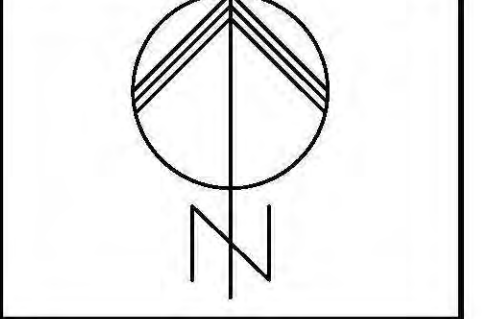
-  STANDARD DUTY ASPHALT
-  HEAVY DUTY ASPHALT
-  HEAVY DUTY CONCRETE
-  CONCRETE SIDEWALK
-  LANDSCAPING
-  MONUMENT SIGN
-  WOOD SCREEN FENCE
-  PEDESTRIAN PATH

BUILDING	AREA	PARKING
THEATER	55,340 SF	444 SP = 8.02 SP PER 1,000 SF

PARCEL	ACREAGE
WA LOT 1:	APPROX. 10.24 AC.
WA LOT 2:	APPROX. 1.81 AC.
WA LOT 3:	APPROX. 1.70 AC.
WA LOT 4:	APPROX. 1.20 AC.
TOTAL NET AREA:	APPROX. 14.95 AC.



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SOONER ROSE PHASE II - WARREN
 SOONER ROAD & 15TH STREET
 MIDWEST CITY, OKLAHOMA

NOT VALID FOR CONSTRUCTION
 UNLESS SHOWN IN THIS BLOCK

SMC Consulting Engineers, P.C.
 1111 S. W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73101
 Phone: 405-233-7715 Fax: 405-233-7859
 Website: www.smccoe.com

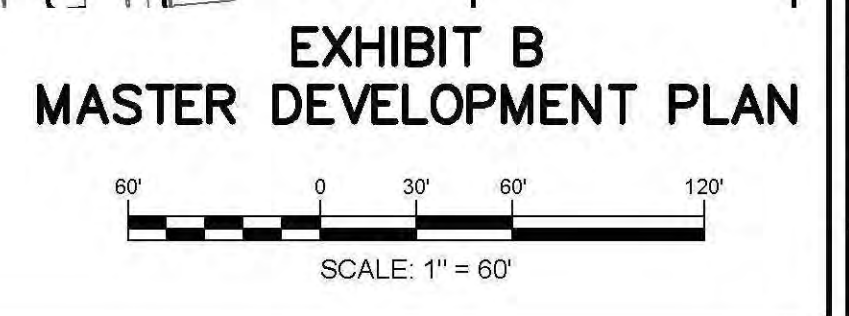
PROJECT NO.: 6962.00
 DATE: 02/24/17
 SCALE: 1" = 60'
 DRAWN BY: TH
 ENGINEER: THOMAS L. HAYNES
 P.E. NUMBER: 18820

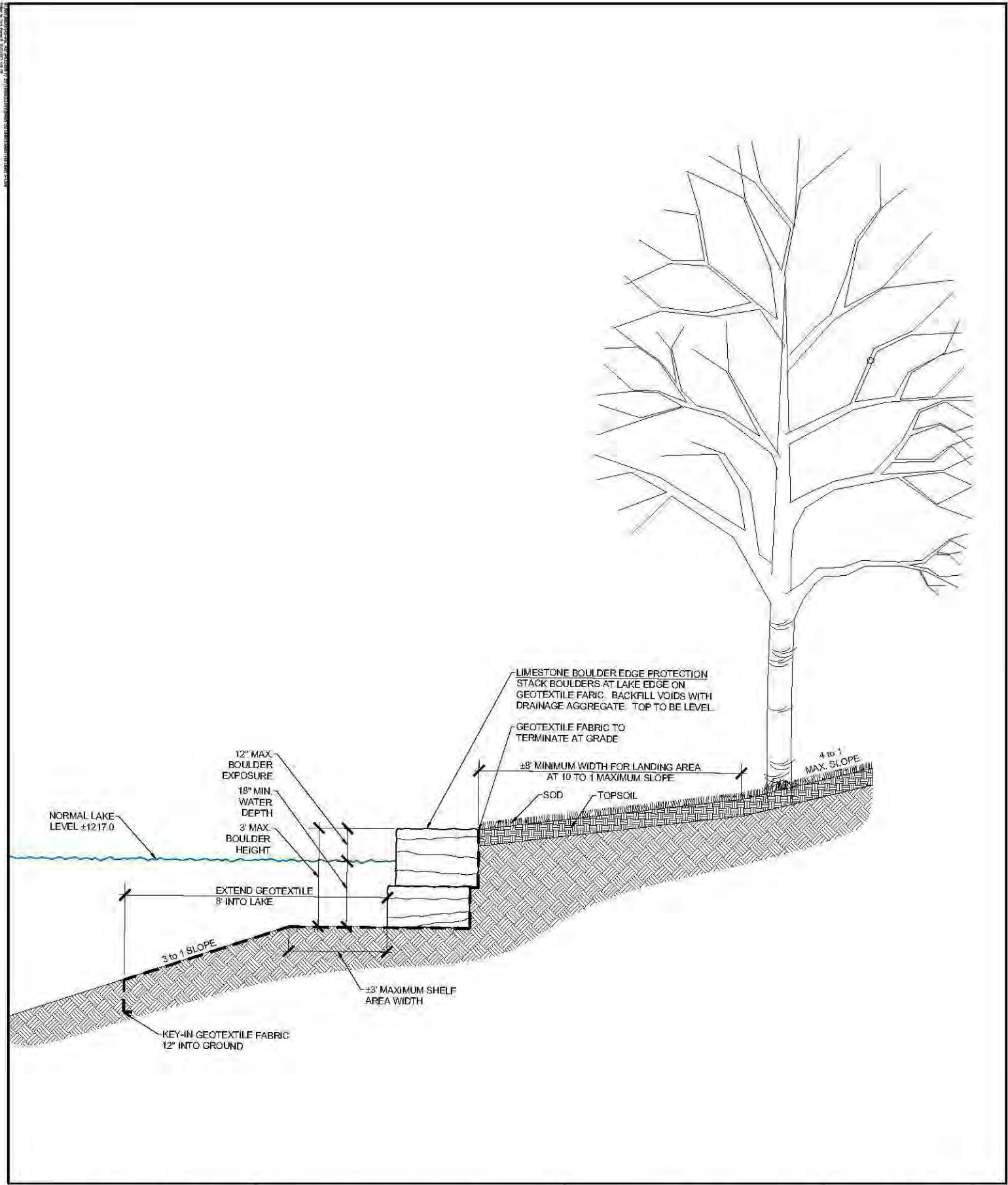
EXHIBIT B
 MASTER DEVELOPMENT PLAN

SHEET NO.
 1

NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE THEATER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE

ALL ADDRESSES ARE ALONG S.E. 15TH ST. UNLESS OTHERWISE NOTED.





SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 P.Ht. 405-232-7715 Fax: 405-232-7859

WARREN PLANNED
 UNIT DEVELOPMENT
 SOONER ROSE PHASE II
 MIDWEST CITY, OK

LAKE EDGE
 PROTECTION PLAN
 EXHIBIT "B-1"


 NOT TO SCALE
 106
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1 **PC-1936**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED PUD, PLANNED UNIT DEVEL-**
5 **OPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
6 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING**
7 **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 Amended PUD, Planned Unit Development, subject to the conditions contained in the PC-
12 1936 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 A tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian,
15 City of Midwest City, Oklahoma County, Oklahoma being more particularly described as
16 follows:

17 COMMENCING at the southwest corner of the said Southwest Quarter;

18 THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a dis-
19 tance of 1,286.19 feet to the POINT OF BEGINNING;

20 THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quar-
21 ter, a distance of 399.33 feet;

22 THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a
23 distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on
24 the plat of Crosby Richland Hill Addition, according to the plat thereof recorded in Book
25 31 of Plats, Page 94, Oklahoma County records;

26 THENCE North 89°24'49" East, along said centerline and parallel with the south line of
27 said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet
28 South 89°24'49" West of the east line of the said Southwest Quarter;

29 THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a
30 distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point
being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quar-
ter;

1
2 THENCE South 89°24'49", along said south line, a distance of 553.73 feet to the POINT
3 OF BEGINNING.

4 Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

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

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

10 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
11 on the _____ day of _____, 2018.

12 THE CITY OF MIDWEST CITY, OKLA-
13 HOMA

14 _____
15 MATTHEW D. DUKES II, Mayor

16 ATTEST:

17 _____
18 SARA HANCOCK, City Clerk

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

20 _____
21 PHILIP W. ANDERSON, 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

M E M O

TO: Honorable Mayor and Council

FROM: **Vaughn K. Sullivan, Public Works Director**
R. Paul Streets, Assistant Public Works Director

DATE: January 9, 2018

SUBJECT: Discussion and consideration of reaffirming Council Resolution NO. 2015-27 and presenting formal comments at the public hearing hosted by the Oklahoma Water Resources Board (OWRB) January 16th 2018.

On January 16th, 2018 a public hearing hosted by OWRB marks the end of the formal public comment period to amend various provisions of the Oklahoma Water Quality Standards codified in Oklahoma Administrative Code (OAC) Title 785 Chapter 45 and 46 which could ultimately result in allowing treated municipal sewage to be introduced into Lake Thunderbird, Midwest City's primary source for drinking water. Previous Midwest City staff members and Council-persons had the foresight to take a stand against the potentially risk-laden implications of amending the OAC, changing Lake Thunderbird's Sensitive Water Supply (SWS) designation to a Sensitive Water Supply-Reuse (SWS-R) which could allow for the first time the discharge of treated wastewater into the reservoir. On April 28th 2015, the City Council of Midwest City adopted resolution NO. 2015-D7 which you will find attached. The resolution clearly communicates the many concerns associated with any actions that might lead to the point-source discharge of municipal sewage into surface waters that are eventually treated and consumed by our residents. The City has an obligation to protect and preserve the quality and quantity of its drinking water source on behalf of its citizens. As such, we recommend that the current Midwest City Council, as elected officials representing every resident, reaffirm Resolution NO. 2015-D7 and allow Midwest City staff to present the following formal comments to the OWRB on January 16th 2018.

- 1) Even though the SWS-R rule has merit, or at the very least limited application in regions of the State that are arid and particularly prone to drought, It would not be prudent in any situation or circumstances to allow a new permitted discharge to ANY impaired water body such as those enumerated in the 303-D list.
- 2) Given the credible dangers associated with contaminants of emerging concern (CEC) and the lack of peer reviewed research and defensible scientific findings to prove that pharmaceutical compounds in particular, do not pose a risk to any aquatic wildlife or human beings, it would be prudent to postpone any path forward for indirect or direct potable reuse until water quality standards with specific Maximum Contaminant Levels (MCL's) are developed and approved for all known CEC's.
- 3) If an SWS-R designation is granted or allowed, then the estimated additional volume of water should in no way be allowed to be considered in the permitted allocations to surface water treatment facilities from the reservoir. If in fact the spirit of the amendment to allow the discharge of treated wastewater, directly or indirectly, to any SWS is to prevent or mitigate drought conditions, then the additional volume or augmentation should only be used

to preserve existing allocations and should not be used to calculate or amend any increase to existing allocations.

Respectfully,



Vaughn K. Sullivan

Public Works Director



R. Paul Streets

Assistant Public Works Director

RESOLUTION NO. 2015- 07

A RESOLUTION AGAINST THE IMPLEMENTATION OF ANY TYPE OF AUGMENTATION PROJECT FOR LAKE THUNDERBIRD BY WAY OF INDIRECT POTABLE REUSE OF TREATED WASTEWATER EFFLUENT WITHOUT REGARD TO UNREGULATED EMERGING CONTAMINATES OF CONCERN.

WHEREAS, on September 10, 1959 the Central Oklahoma Master Conservancy District, an Oklahoma master conservancy district, was created pursuant to Title 82 Oklahoma Statutes §§541, *et seq.*, by order of the District Court of Cleveland County; and

WHEREAS, an Act of Congress approved June 27, 1960 (74 Stat. 225) authorized the construction, operation, and maintenance of the Norman Project, Oklahoma, by the Cities of Norman, Midwest City and Del City which project, as completed, is now commonly known as "Lake Thunderbird"; and

WHEREAS, Lake Thunderbird provides a municipal water supply for the Cities of Norman, Midwest City and Del City; and

WHEREAS, on September 5, 1961, in exchange for the use of Lake Thunderbird by the District as a water supply for the three cities, the District entered into a contract in 1961 providing for the District to repay to the United States the costs of that portion of the construction of Lake Thunderbird allocable to its use as a water supply; and

WHEREAS, in September and November 1961 the District entered into contracts with the Cities of Norman, Midwest City and Del City for a water supply to be provided through the rights, responsibilities and benefits acquired by the District through the Project; and

WHEREAS, the contract with the United States required repayment of those allocable costs of construction over a 50-year period, beginning with the completion of the Project and the availability of Lake Thunderbird as a water supply for the three constituent cities; and

WHEREAS, the Project was completed in 1965 and, upon the filling of the reservoir, the District began providing the water supply to Norman, Midwest City and Del City, and began making the payments to the United States for construction repayment as required by the terms of the contract; and

WHEREAS, during the half-century that the Project has been in operation, the three cities have faithfully made payments to the District for their contractual obligations for paying off the construction debt; and

WHEREAS, the District has become increasingly sensitive to the drought conditions being experienced locally and throughout the country; and

WHEREAS, the District has executed several engineering contracts to determine the most feasible manner to lessen or eliminate the impact of drought, arriving at the alternative of utilizing the lake as a depository for treated wastewater discharges, after the removal of conventional pollutants, for indirect potable reuse; and

WHEREAS, there is credible evidence supporting concerns over emerging contaminants of concern, including pharmaceuticals, personal care products, pesticides, herbicides and endocrine disruptive compounds and their effect on the eco-systems in lakes and reservoirs as well as on the human population served by the public water supplies that pull their raw water from indirect potable reuse lakes; and

WHEREAS, Lake Thunderbird has always been protected from these types of contaminants by being classified as a "Sensitive Water Supply" under the Oklahoma statutes administered for the Environmental Protection Agency by the Oklahoma Department of Environmental Quality, which stipulates the allowance of zero wastewater discharges into Lake Thunderbird's 255 square mile drainage basin; and

WHEREAS, the Oklahoma Legislature approved Senate Bill 1187 during the 2nd Session of the 54th Legislature in 2014 “requiring the Department of Environmental Quality to receive, review, and evaluate certain permit applications for water reuse projects; requiring the Department to issue permits; requiring the Department to approve certain discharges into sensitive public and private water supplies; specifying review procedures and timelines; providing for codification; and declaring an emergency”; and

WHEREAS, Lake Thunderbird is unique and unlike any other “flow through” lake that may be transporting wastewater discharges from any number of wastewater facilities upstream of the lake, and is fed by Hog Creek, Little River, Pig Creek, Dave Blue Creek, Rock Creek, and West Elm Creek under the Sensitive Water Supply designation; and

WHEREAS, emerging contaminants of concern introduced into the waters of the United States from wastewater discharges are unregulated at this time but, due to the nature of these compounds and the fact that they are present in these discharges, they should be regulated at some time in the future to protect the public health; and

WHEREAS, proven technology for the removal of these types of contaminants from wastewater is lacking at this time; and

WHEREAS, the tradeoff of drought protection verses introduction of unknown and unregulated emerging contaminants of concern is not in the best interests of the existing ecological system in Lake Thunderbird, together with concerns of them in the future possibly entering the drinking water of the three member cities;

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


1. The City of Midwest City is opposed to the introduction of any treated effluent of any kind and from any source into the Lake Thunderbird drainage basin;
2. The City of Midwest City would like for the “Sensitive Water Supply” designation to be upheld as it has been since Lake Thunderbird was put into operation; and
3. The City of Midwest City encourages all of the members of the Board of Directors of the Central Oklahoma Master Conservancy District to vote in opposition on all items coming before them that would result in the introduction of wastewater effluent into Lake Thunderbird.

ADOPTED by the City Council of the City of Midwest City and signed by the mayor this 28th day of April, 2015.

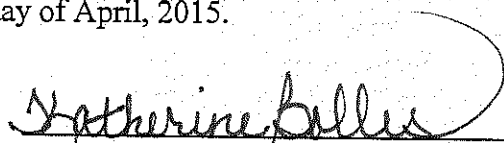
ATTEST:


RHONDA ATKINS, City Clerk

CITY OF MIDWEST CITY, OKLAHOMA


JAY DEE COLLINS, Mayor

Approved as to form and legality this 28th day of April, 2015.


KATHERINE BOLLES, 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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: January 9, 2018

Subject: Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on January 12, 2021.

On December 12, 2017, Councilmember Allen nominated Theodis Manning Sr. to serve on the Park and Recreation Board as a Ward 5 representative. However, Pastor Manning is not a Midwest City resident and according to our ordinance for the Park and Recreation Board, only residents may serve on the Board.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
December 5, 2017 -- 6:00 P.M.**

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on December 5, 2017, with the following members present:

Present: Jess Huskey
 Tammy Cook
 Cy Valanejad
 Frank Young

Staff present: Kellie Gilles, Planning Manager

The meeting was called to order by Huskey at 6:00 P.M.

A. MINUTES:

A motion was made by Young, seconded by Cook, to approve the minutes of the meeting of September 5, 2017 as presented. Voting aye: Young, Valanejad, Cook and Huskey. Absent: McDade. Nay: none. Motion carried.

B. NEW MATTERS:

- 1. (BA-396) Discussion and consideration of an application for a variance to the terms standards and criteria to Section 5.17(J) of the Midwest City Zoning Ordinance which prohibits carports that extend into the required front setback from being enclosed on more than one side for the property addressed as 916 N. Douglas.**

Staff presented a general overview of the request. The applicant, Darrell Hanson of 916 N. Douglas was present. General discussion on this matter was held among the board members and staff.

The Board members addressed the following criteria for the variance as listed in Section 7.7.2 of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? Young made a motion that the application of the ordinance creates an unnecessary hardship. Cook seconded the motion. Voting aye: Young, Valanejad, Cook and Huskey. Voting nay: none.
2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? A motion was made by Young of a finding of such peculiar conditions. Cook seconded the motion. Voting aye: Young, Valanejad, Cook and

Huskey. Voting nay: none.

3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by Young, seconded by Cook, to make such a finding of no substantial detriment. Voting aye: Young, Valanejad, Cook and Huskey. Voting nay: none.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Cook, seconded by Young. Voting aye: Young, Valanejad, Cook and Huskey. Voting nay: none.

A motion was made by Young, seconded by Cook, to allow the carport extending past the front building line to be enclosed on two sides. Voting aye: Young, Valanejad, Cook and Huskey. Voting nay: none. Motion carried.

C. **BOARD DISCUSSION:** None

D. **PUBLIC DISCUSSION:** None

There being no further business, a motion was made by Valanejad, seconded by Young, to adjourn the meeting. Voting aye: Young, Valanejad, Cook and Huskey. Nay: none. Motion carried.

The meeting adjourned at 6:12 P.M.

JESS HUSKEY, Chairman

KG

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

December 5, 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 December 5, 2017 at 7:00 p.m., with the following members present:

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

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

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

A. MINUTES:

1. Motion was made by Collins, seconded by Hinton, to approve the minutes of the November 7, 2017 Planning Commission meeting as presented. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey and Greil. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC-1930) Public hearing with discussion and consideration of a petition to rename Windsong Drive located within the Turtlewood Addition to Snapper Lane.**

Staff presented a brief overview of this item. Bill Drapala of 10629 Quail Run in the Windsong Addition was present. Mr. Drapala wants the name of Windsong Dr. in the Turtlewood Addition changed as having two streets that do not connect with the same name has caused and will continue to cause confusion. Aaron Dorsey of 2211 Windsong Dr. in the Turtlewood Addition was present and said that the confusion may be cause because applications such as google maps and garmin are not yet updated to show the new Windsong Dr. in Turtlewood. Mr. Doresy was in opposition to the name change. William Strange of 10500 Fox Horn Circle was present and expressed concerns about

emergency response times with the two streets with the same name. Mr. Dorsey asked if the alternative had to be Snapper Ln. Staff advised they would check into that. A motion was made by Huskey, seconded by R. Smith, recommend approval of this item. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

2 (PC-1931) Public hearing with discussion and consideration of approval of the proposed Final Plat of Sundance Section 6, a single family residential development for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W.

Staff presented a brief overview of this item. The applicant Chris Anderson of SMC Consulting was present. R. Smith expressed concerns about drainage to staff. R. Smith stated that the east side of the area would require particular attention with regard to runoff. The City Engineer stated that he and the applicant's engineer are aware of the challenges with the site and are working towards a solution. The applicant also stated that he was aware of the concerns and that once the homes are built, the backyards will continue to sheet flow naturally. R. Smith asked if a structure was being designed to address the water. The applicant stated that a structure was not being designed for such purposes. Campbell asked how water would be kept in and the applicant stated that they were using retaining walls. A motion was made by Smith, seconded by Huskey, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

3 (PC-1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of the Turtlewood 6th Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

A motion was made by Huskey, seconded by J. Smith, table this item to the February 6, 2018 Planning Commission meeting. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: Chairman Greil asked that a presentation about the Innovation District be made at the next Planning Commission meeting.

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 R. Smith, seconded by Huksey. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

The meeting adjourned at 7:33 p.m.

Stan Greil, Chairman
(KG)



MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

January 09, 2018 - 7:01 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of December 12, 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 November 30, 2017. (City Manager - T. Lyon)
3. Discussion and consideration of approval of a professional agreement to engage the Baker Group to represent the authority as municipal advisor in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto. (City Manager – G. Henson)
4. Discussion and consideration of approval of a professional agreement to engage Hilborne & Weidman, a professional corporation, to represent the authority as bond counsel in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto. (City Manager – G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Municipal Authority Staff Briefing Minutes

December 12, 2017 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:39 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for December 12, 2017.

The Trustees had no questions or comments for the Staff.

Chairman Dukes adjourned the meeting at 6:40 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Municipal Authority Minutes

December 12, 2017 – 7:01 PM

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

Chairman Matt Dukes called the meeting to order at 8:10 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 28, 2017, as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2018 Made in Oklahoma Fest.** Dawkins made a motion to enter into the agreement, as submitted, seconded by Allen. 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.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 8:11 PM.

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: January 9, 2018

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 November 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 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595							
Actual (MTD)	324,600	469,661	409,957	620,373	440,973							
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361							
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564							
Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341							
Actual (MTD)	398,222	466,528	391,915	410,925	430,597							
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359							
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188							
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254							
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375							
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002							
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376							
Key Indicators												
Hotel Room Revenue	221,752	230,732	200,140	288,298	226,644							
Food and Banquet Revenue	92,293	208,368	176,594	273,393	152,717							

Fiscal Year 2016-2017	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, City Manager

Date: January 9, 2018

Subject: Discussion and consideration of approval of a professional agreement to engage the Baker Group to represent the authority as municipal advisor in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto.

Please see the attached proposal for Municipal Advisor services for the Town Center refinancing bond issue project. Staff recommends approval.

J. Guy Henson
City Manager



MUNICIPAL ADVISOR CONTRACT

THIS CONTRACT, made this 8th day of January, 2018, between Midwest City Municipal Authority and Midwest City Economic Development Authority, acting by and through its Trustees (hereinafter called "Authority"), and The Baker Group of Oklahoma City, Oklahoma (hereinafter called "Baker"),

WITNESSETH:

WHEREAS, the Authority has determined to employ Baker to assist the Authority in securing capital for the purpose of refinancing the Town Center Project, and

WHEREAS, it is necessary and in the best interests of the Authority that the Trustees be provided with expert financial advice in making the terms and provisions for the issuance of said indebtedness most acceptable to the investment market, to the end that the same may be sold at interest rates most advantageous to the Authority;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Authority hereby appoints and employs Baker as its Municipal Advisor for the purposes above set forth, in connection with the aforesaid financing. Baker hereby accepts said appointment and employment and covenants to the City faithfully to perform its duties in relation thereto, whenever requested by the Trustees.
2. As full compensation for its services as Municipal Advisor in

connection with said indebtedness, the Authority agrees to pay to Baker an amount equal to .65 of 1 percent (.65%) plus the out of pocket expenses incurred in printing and distributing the offering material for such indebtedness. **Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the Authority and only out of such proceeds. Said compensation shall be the only compensation payable to Baker under this Contract; and Baker shall not be entitled to claim or receive any amount from the Authority for its duties hereunder unless and until evidences of indebtedness of the Authority shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the Authority shall not give rise to or increase the compensation of Baker hereunder.**

WITNESS THE PARTIES HERETO the date first above written.

By _____
Chairman of Trustees
Midwest City Municipal Authority

By _____
Chairman of Trustees
Midwest City Economic Development Authority

THE BAKER GROUP

By _____

(Title) _____



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, City Manager

Date: January 9, 2018

Subject: Consider and approve a professional agreement to engage Hilborne & Weidman, a professional corporation, to represent the authority as bond counsel in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto.

Please see the attached proposal for Bond Counsel services for the Town Center refinancing bond issue project. Staff recommends approval.

J. Guy Henson
City Manager

January 8, 2018

The Honorable Matt Dukes
Chairman of the Midwest City Municipal Authority and
Midwest City Economic Development Authority
100 N. Midwest Blvd.
Midwest City, OK 73110

Dear Chairman Dukes:

It is our pleasure to submit herewith our proposal to serve as Bond Counsel to the Midwest City Economic Development Authority the Midwest City Municipal Authority, regarding your proposed issuance of revenue bonds by the Economic Development Authority and the issuance of credit enhancement thereon by the Municipal Authority in connection with the Town Center Plaza Development. As your Bond Counsel, we will work closely with your financial consultants and staff in structuring the proposed financing in order to maximize savings and achieve the lowest possible interest cost on the bonds. In this connection, we shall provide such legal services as may be required to assist in the preparation of the transcript of proceedings and the sale of the bonds. We will also provide our market legal opinion to the purchase of any bonds issued without charge to such purchaser. In addition we will also provide such opinions as may be necessary or required in connection with our continued representation of the Authority as their General Counsel. No additional fee will be charged for such services as General Counsel.

For such services in connection with each issue or series of such bonds our fee would be one half of one percent of the principal amount of bonds issued plus reimbursement for our reasonable documented out-of-pocket expenses incurred in connection with such bond issue, such sum to be paid when such bonds are issued. Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered in connection therewith; provided that we shall receive reimbursement for accrued documented out-of-pocket expenses. You agree to pay all publication and printing expenses.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation

By: _____
John D. Weidman, President

The above proposal is hereby approved and accepted this 8th day of January, 2018.

Chairman of Trustees
Midwest City Municipal Authority

Chairman of Trustees
Midwest City Economic Development Authority



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

ECONOMIC DEVELOPMENT
COMMISSION AGENDA



MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

January 09, 2018 - 7:03 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

- [1.](#) Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017 meetings as submitted. (Secretary - S. Hancock)
- [2.](#) Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending February 28, 2017. No action is necessary; this item is presented for informational and discussion purposes only.
- [3.](#) Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending December 31, 2017. (City Manager - G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice of regular meetings for staff briefings for the Midwest City Economic Development Commission 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 Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE STAFF BRIEFING FOR MIDWEST CITY
ECONOMIC DEVELOPMENT COMMISSION MEETING**

October 10, 2017 - 6:00 PM

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

Chairman Dukes called the meeting to order at 6:27 PM with the following members present: Commissioners Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Economic Development Commission agenda for October 10, 2017.

The Commissioners had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:27 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Notice of this regular meeting of the Midwest City Economic Development Commission 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 website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE MIDWEST CITY
ECONOMIC DEVELOPMENT COMMISSION MEETING**

October 10, 2017 - 7:03 PM

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

Chairman Matt Dukes called the meeting to order at 7:15 PM with the following members present: Commissioners Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 11, 2017 meetings, as submitted.
2. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending September 30, 2017.
3. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending June 30, 2017.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 7:16 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: January 9, 2018

SUBJECT: Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending December 31, 2017. No action is necessary; this item is presented for informational and discussion purposes only.

The Convention and Visitors Bureau has provided the attached report.

J. Guy Henson, AICP
City Manager



Convention & Visitors Bureau Activities:

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshows, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- **Group Business** – The CVB is currently working with a number of groups booked at the Sheraton Midwest City Hotel at the Reed Conference Center. Please note: The CVB does not work with every group booked at the center. The CVB works with groups who seek the CVB's support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to participate in grooming accounts, secure repeat bookings, and to offer groups special attention they do not receive in other cities. Current affiliated bookings, status and value amounts:

5 - Definite Bookings - \$ 379,000 (Contracts that are signed, sealed, delivered)

4 - Tentative Bookings - \$ 232,000 (Contract has been sent to client, waiting on authorized signatures)

2 - Prospect Bookings - \$ 103,000 (In process – space held, proposal being sent, and looking good)

(* The CVB has a detailed breakdown of group business upon request. It lists group names, dates and meeting planner names. Due to the nature of the industry, this list is NOT for public posting.)

- **Hotel / Motel Assembly Meeting** - The CVB hosts quarterly meeting with the hoteliers, owners, operators, General Managers and Directors of Sales to discuss the overall operations, opportunities & challenges of the Midwest City Hospitality District (1-40, Tinker Diagonal & Sooner Road). Midwest City Police Department Community Action Officer assigned to the district provides crucial information and reports to communicate and ensure the safety of visiting guests. The next meeting is being planned for the first week of February.
 - Home 2 Suites to host and offer tours
 - Discuss Buick Club of America – City wide
 - Sales Blitz and Marketing efforts
 - Most Hotels have participated in placing ads in new visitors guide
 - The Hampton Inn has gone through extensive renovations; they wish to host an upcoming quarterly meeting.
 - Hawthorn Suites have begun renovations

Welcome back!

Central OK Toy Dog Show – June 2018

SoonerCon- June 2018

Sheriffs Association – August 2018

NEW

American Shih Tzu Club – May 2018

System Sustainment Review (Tinker) April 2018

National Taxidermy Association – June 2018

IN PROGRESS-

BUICK CLUB OF AMERICA (BCA)

National Event - Buick Club of America (BCA) (in Madison, WS in 2017, Denver, CO for 2018)

June 12-15, 2019

\$93 K Hotel Rooms - 775 hotel rooms needed (City Wide)

- Sheraton is Host Hotel w/490 rooms

- Overflow Hotels: Hampton Inn, Home 2 Suites, Hawthorn, LaQuinta

\$20 K - Contracted food & Beverage at Reed Conference Center

\$34 K - Additional Economic Impact (Approximate)

\$147 K Total Economic Impact

June 2018 – City representatives, CVB and participating hoteliers trip to Denver to meet with BCA Executive Board - official invite, answer questions, shake hands, network. Video showcase of Midwest City, Full Exhibit booth with goodie bags and visitors guide. MWC hotel registrations open.

This visit will truly be a city wide event. Economic impact is an estimate based upon the 2015 OTRD / OSU Tourism Department guidelines for measuring visitor spending. This report is available for review upon request from the MWC CVB.

- **CVB Marketing Campaigns**

- **NEW Visitors Guides –**

- Design of new guide is almost finished. This will be a 16-18 month piece. We will resume the every other year publication, therefore; making producing the visitors guide more budget friendly.
- The visitmidwestcity.com website will be updated regularly as well as the monthly newsletter and all social media resources will highlight and promote as new businesses open. The substantial growth in the city made contacting potential advertiser's 'more detailed' process than usual. This is a good problem to have.
- I would have liked to see more take advantage of advertising as there was much interest. We extended the deadlines three times; I believe the holidays and scheduled grand openings delayed responses from decision makers.
- The new guide will feature a Midwest City highlights collage; to include the Warren Theater, the new SCIP trails, and hospitality district cover piece.

- **Digital**

- **E- newsletter** – Total E-newsletter monthly distribution is over 2100 constant contacts. Each month email addresses from the OTRD monthly report are added.
 - **Website** – The newly launched ‘page turn’ feature of the new visitors guide on the website seems to be a hit. Online request form for visitors guide directly to CVB.
 - **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities multiple posts are made daily.
 - **Cross promote** – Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels
 - **Print**
 - The CVB in partnership with the Parks & Recreation Department have recently taken advantage of several special events cross promotion marketing opportunities. We have had a greater presence in the **Midwest City Beacon**, Choctaw/ Harrah Times & Mustang Times as of late. We have fostered a relationship with MWC Beacon Sales whereas we are a first call for special advertising rates.
 - **Journal Record Bundle** – The CVB, Parks & Rec and the office of the Public Information Officer has renewed its ‘bundle’ rates with the Journal Record / Tinker Take Off. The package includes premier placement advertisements in the following publications:
 - Meeting Planner Guide
 - Living in Oklahoma Guide
 - Location Oklahoma – Oklahoma’s site Selection Guide (Econ Develop)
 - Tinker Take Off – Six (6) Full page co-op opportunities as well as 11 half (1/2) page ads in the Tinker Take Off Newspaper
 - Online Weblinks
 - Base Directory and Map presence
 - **FCMA Frontier Country Marketing Assn** – Member, we were especially excited to capture a fantastic deal for the FCMA Travel Guide this year. We will be doing a full page advertisement as well as a special page featuring MWC special events leading into the Calendar of Events section of the guide.
 - **OTRD – Oklahoma Tourism & recreation Department** MWC advertisement in State Travel Guide, Visitors Guide distribution at all state Welcome Centers and online request.
 - **OSAE – Oklahoma Society of Association Executives** – Member, ad quarterly meeting planner magazine, exhibited at annual conference in last. Premier organization for meeting planner networking and showcasing meeting facilities and hotels.
 - **OTIA- Oklahoma Travel Industry Association-** Member, Attended & Exhibited at annual conference in May
- **Cross Promotion & Marketing-** The CVB continues to work close with the Parks & Recreation Dept., the Public Information Office, Rose State College/ Hudiburg Chevrolet Center and the

Chamber of Commerce to ensure the overall brand message & public impression of Midwest City is conveyed as the ideal place work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote position and sell the tourism amenities featured in Midwest City.

- **Special Events – With Winter here, Let’s Talk Spring!**

Covered in Color April 7th 2018 - We are working on the 2018 Covered In Color sidewalk chalk event. The popularity we experienced last year indicated that CJJ greens and sidewalks are too small and dangerous for “ground level art work”. It is good news that this event has grown in participants, attendance, and vendors that we will need to move some elements of the program north towards the clock tower possibly utilizing the parking area between Ulta and Lane Bryant.



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: January 9, 2018

SUBJECT: Discussion and consideration of accepting the Midwest City Chamber of
Commerce's quarterly report for the period ending December 31, 2017.

The Chamber has provided the attached report. Staff recommends acceptance of the report.

J. Guy Henson, AICP
City Manager

**Midwest City Chamber of Commerce
Quarterly Report
January 3, 2018**

The following is a quarterly report of the Midwest City Chamber of Commerce staff for the quarter ending December 31, 2017.

Meetings and Events:

Monday, October 2 – Wednesday, October 4, 2017: A delegation of Chamber staff and members along with City officials travelled to Washington D.C. to attend meetings with Pentagon officials and Legislative members regarding City and Tinker Air Force Base issues

Friday, October 6, 2017: Chamber Director, Mayor, City Manager, Economic Development Director, Wade Moore, and 2017 President met for monthly City and Chamber update meeting.

Friday, October 6, 2017: Chamber staff participated in the ground breaking ceremony of Warren Theatres.

Tuesday, October 10, 2017: Chamber Director and 2017 President along with Economic Development Director attended and participated in the OK2030 Forum.

Thursday, October 12, 2017: Chamber staff and 2017 President met with Public Works Director and Convention and Visitor's Bureau Manager regarding hosting the 2019 Buick Car Show.

Wednesday, October 18, 2017: Chamber Director attended the Quarterly Economic Development Commission meeting at City Hall.

Monday, October 23, 2017: Chamber Director and Economic Development Director met with the owner and marketing company for Heritage Park Mall.

Wednesday, November 1, 2017: Chamber staff attended and participated in Mid-Del Technology Center's Accreditation Certification luncheon.

Friday, December 1, 2017: Chamber Director, Mayor, City Manager, Economic Development Director, Wade Moore, and 2017 President met for monthly City and Chamber update meeting.

Wednesday, December 6, 2017: Chamber Director and Economic Development Director attended Oklahoma Economic Development Commission luncheon.

Chamber staff continued to host and support efforts relating to the 75th Anniversary in 2017 including the dedication of the W.P. "Bill" Atkinson and Shetland Pony Statue in Town Center.

The 2018 Tinker and the Primes Conference, August 14-16, 2018, event has commitments from 13 exhibitors.

Chamber staff continues to provide information, referrals, and support necessary for the continued efforts of Economic Development.

Respectfully,

Bonnie Cheatwood
Executive Director
Midwest City Chamber of Commerce



NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMICAL DEVELOPMENT
AUTHORITY AGENDA



SPECIAL ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

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

January 09, 2018 - 7:04 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approval of a professional agreement to engage the Baker Group to represent the authority as municipal advisor in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto. (City Manager – G. Henson)
2. Discussion and consideration of approval of a professional agreement to engage Hilborne & Weidman, a professional corporation, to represent the authority as bond counsel in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto. (City Manager – G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS





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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, City Manager

Date: January 9, 2018

Subject: Discussion and consideration of approval of a professional agreement to engage the Baker Group to represent the authority as municipal advisor in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto.

Please see the attached proposal for Municipal Advisor services for the Town Center refinancing bond issue project. Staff recommends approval.

J. Guy Henson
City Manager



MUNICIPAL ADVISOR CONTRACT

THIS CONTRACT, made this 8th day of January, 2018, between Midwest City Municipal Authority and Midwest City Economic Development Authority, acting by and through its Trustees (hereinafter called "Authority"), and The Baker Group of Oklahoma City, Oklahoma (hereinafter called "Baker"),

WITNESSETH:

WHEREAS, the Authority has determined to employ Baker to assist the Authority in securing capital for the purpose of refinancing the Town Center Project, and

WHEREAS, it is necessary and in the best interests of the Authority that the Trustees be provided with expert financial advice in making the terms and provisions for the issuance of said indebtedness most acceptable to the investment market, to the end that the same may be sold at interest rates most advantageous to the Authority;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Authority hereby appoints and employs Baker as its Municipal Advisor for the purposes above set forth, in connection with the aforesaid financing. Baker hereby accepts said appointment and employment and covenants to the City faithfully to perform its duties in relation thereto, whenever requested by the Trustees.
2. As full compensation for its services as Municipal Advisor in

connection with said indebtedness, the Authority agrees to pay to Baker an amount equal to .65 of 1 percent (.65%) plus the out of pocket expenses incurred in printing and distributing the offering material for such indebtedness. **Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the Authority and only out of such proceeds. Said compensation shall be the only compensation payable to Baker under this Contract; and Baker shall not be entitled to claim or receive any amount from the Authority for its duties hereunder unless and until evidences of indebtedness of the Authority shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the Authority shall not give rise to or increase the compensation of Baker hereunder.**

WITNESS THE PARTIES HERETO the date first above written.

By _____
Chairman of Trustees
Midwest City Municipal Authority

By _____
Chairman of Trustees
Midwest City Economic Development Authority

THE BAKER GROUP

By _____

(Title) _____



City Manager
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ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
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MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, City Manager

Date: January 9, 2018

Subject: Consider and approve a professional agreement to engage Hilborne & Weidman, a professional corporation, to represent the authority as bond counsel in connection with the issuance and sale of its series 2018 revenue bonds; and authorize the chairman to execute and deliver the professional agreement and such other documents and agreements as may be necessary or required relating thereto.

Please see the attached proposal for Bond Counsel services for the Town Center refinancing bond issue project. Staff recommends approval.

J. Guy Henson
City Manager

January 8, 2018

The Honorable Matt Dukes
Chairman of the Midwest City Municipal Authority and
Midwest City Economic Development Authority
100 N. Midwest Blvd.
Midwest City, OK 73110

Dear Chairman Dukes:

It is our pleasure to submit herewith our proposal to serve as Bond Counsel to the Midwest City Economic Development Authority the Midwest City Municipal Authority, regarding your proposed issuance of revenue bonds by the Economic Development Authority and the issuance of credit enhancement thereon by the Municipal Authority in connection with the Town Center Plaza Development. As your Bond Counsel, we will work closely with your financial consultants and staff in structuring the proposed financing in order to maximize savings and achieve the lowest possible interest cost on the bonds. In this connection, we shall provide such legal services as may be required to assist in the preparation of the transcript of proceedings and the sale of the bonds. We will also provide our market legal opinion to the purchase of any bonds issued without charge to such purchaser. In addition we will also provide such opinions as may be necessary or required in connection with our continued representation of the Authority as their General Counsel. No additional fee will be charged for such services as General Counsel.

For such services in connection with each issue or series of such bonds our fee would be one half of one percent of the principal amount of bonds issued plus reimbursement for our reasonable documented out-of-pocket expenses incurred in connection with such bond issue, such sum to be paid when such bonds are issued. Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered in connection therewith; provided that we shall receive reimbursement for accrued documented out-of-pocket expenses. You agree to pay all publication and printing expenses.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation

By: _____
John D. Weidman, President

The above proposal is hereby approved and accepted this 8th day of January, 2018.

Chairman of Trustees
Midwest City Municipal Authority

Chairman of Trustees
Midwest City Economic Development Authority



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

January 09, 2018 - 7:05 PM

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

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees of the Midwest City Memorial Hospital 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 an item, it will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of December 12, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of entering into a Memorandum of Understanding with the Oklahoma Department of Environmental Quality to Enroll 8826 – 8828 SE 29th Street in the Oklahoma Brownfields Program. (Economic Development - R. Coleman)
3. Discussion and consideration of approving an agreement with the Oklahoma Department of Environmental Quality for partial reimbursement of expenses relating to the performance of a Phase II Environmental Site Assessment for 8826 – 8828 SE 29th Street. (Economic Development - R. Coleman)

C. DISCUSSION ITEMS.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
2. Discussion and consideration of approving the revised agreement with Capitol Decisions, Inc. in the total amount of \$60,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2018 through June 30, 2018 (City Manager – G. Henson)
3. Discussion and consideration of a status report on the proposed bond issue for the Sooner Rose TIF district (City Manager – G. Henson)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. 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.

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Staff Briefing Minutes

December 12, 2017 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:40 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for December 12, 2017. Staff discussed individual agenda items with the Trustees.

Chairman Dukes adjourned the meeting at 6:45 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Memorial Hospital Authority Minutes

December 12, 2017 – 7:02 PM

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

Chairman Matt Dukes called the meeting to order at 8:12 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Rick Dawkins, *Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 28, 2017 as submitted.** Dawkins made a motion to accept the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2018 through June 30, 2018.** J.R. Reskovic, Principal, Capitol Decisions, Inc, 800 Maine Ave. SW Suite 800, WA, D.C. 20024, spoke with the Council. Reed made a motion to renew the agreement, but pulling section 9b for staff and J.R. to negotiate, and to bring back for Council review on January 9, 2018, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.
4. **Discussion and consideration of approving the Fourth Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc.** Economic Development Director, Robert Coleman spoke with the Council. Dawkins made a motion to approve the amendment, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of authorizing an application to amend the Planned Unit Development (“PUD”) in effect on Midwest City Memorial Hospital Authority property located at approximately 5901 SE 15th Street (Part of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma); and authorizing Bill Warren, MWC Warren Theatre, to file the PUD amendment application for the described property; and to take all actions necessary or appropriate to amend the PUD of the described property.** Economic Development Director, Robert Coleman spoke with the Council. Dawkins made a motion to authorize the application submission, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

- 6. Discussion and consideration of entering into an agreement with SCS Engineers for an amount not to exceed \$24,681 to perform a Phase II Environmental Site Assessment (“ESA”) for 8826 – 8828 SE 29th Street.** Economic Development Director, Robert Coleman, and Dr. Rita Kottke, Environmental Programs Manager of the Land Protection Division of the Oklahoma Department of Environmental Quality, spoke with the Council.

* Councilmember Reed left the meeting at 8:42 PM and returned at 8:43 PM.

Eads made a motion to enter into the agreement, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

- 7. Discussion and consideration of a presentation from the Oklahoma Department of Environmental Quality Land Protection Division regarding participation in the Oklahoma Brownfields Program for SE 29th Street properties.** Economic Development Director, Robert Coleman, and Dr. Rita Kottke, Environmental Programs Manager of the Land Protection Division of the Oklahoma Department of Environmental Quality, spoke with the Council. No action taken.

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.** Dawkins made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Chairman Dukes recessed the meeting at 9:04 PM and returned at 9:15 PM. The Council went into executive session at 9:15 PM.

Reed made a motion to reconvene into open session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Council reconvened into open session at 10:01 PM.

Reed made a motion to authorize the General Manager to take action as discussed during executive session, seconded by Dawkins. 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 10:02 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman / Director of Economic Development

Date: January 9, 2018

Subject: Discussion and consideration of entering into a Memorandum of Understanding with the Oklahoma Department of Environmental Quality to Enroll 8826 – 8828 SE 29th Street in the Oklahoma Brownfields Program.

There has been considerable focus on the groundwater contamination found at the former Eagle Industries location at 10901 SE 29th Street. Prior to moving to this site (circa. 1989), Eagle operated at 8826 - 8828 SE 29th Street, properties acquired by Midwest City Memorial Hospital Authority (“MCMHA”) in 2014.

A Phase I Environmental Site assessment (“ESA”) was executed on the site well in advance of the MCMHA purchase. The initial Phase I investigation revealed a 1997 Oklahoma Department of Environmental Quality (“ODEQ”) case that described the detection and disposal of radioactive soil found at this location, but there was no mention of any additional environmental problems. A second Phase I ESA was conducted in 2016 prior to the MCMHA purchasing additional property in the same vicinity. Once again, the final report revealed no obvious reason for concern.

The level of contamination discovered at 10901 SE 29th Street has attracted the attention of both the ODEQ and the U.S. Environmental Protection Agency (“EPA”) for several years. The focus recently shifted to MCMHA property when a man claiming to be a former Eagle Industries alleged the same improper hazardous materials disposal practices were also used at the original Eagle Industries site that is now owned by the MCMHA.

The MCMHA on December 12, 2017, entered into a contract with SCS Engineers to conduct a Phase II ESA at 8826 – 8828 SE 29th Street to determine exact conditions. ODEQ notified Staff there may be funding to reimburse our expenses prior to SCS Engineers beginning its work.

Entering into the Brownfields program offers a reprieve from EPA enforcement action and could lead to potential funding sources if remediation is required. The MCMHA can choose to leave the program at any time, but obtaining a Brownfields Certification of Completion alleviates the MCMHA from future EPA liability. A Certificate of Completion opens the door for a number of incentives aimed at encouraging redevelopment.

A draft ODEQ Memorandum of Agreement (“MOA”) was included in the last MCMHA meeting agenda packet in case trustees had any questions about the project. The attached MOA is in final form.

Please contact my office at (405) 739-1218 with any question.

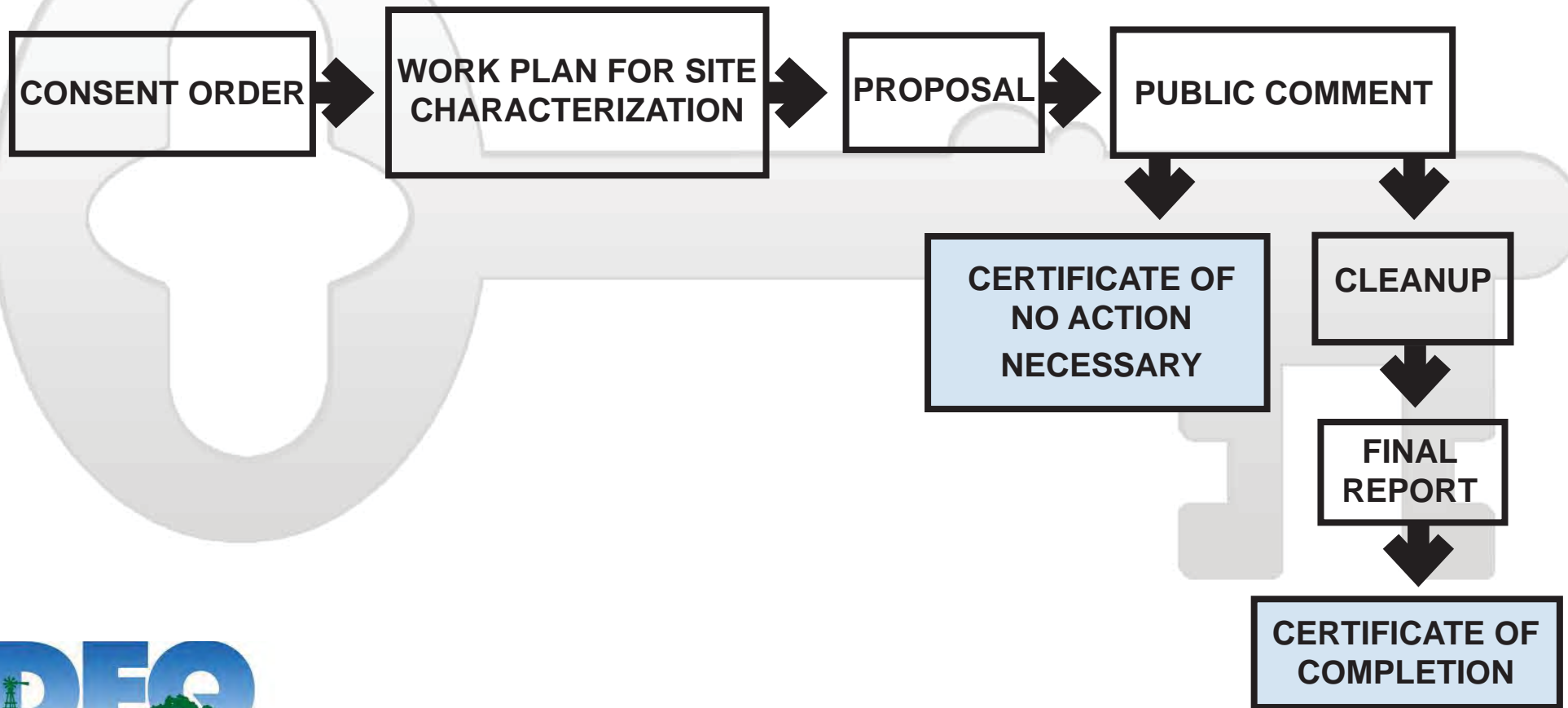


ROBERT COLEMAN
Director of Economic Development

Attachment: Draft Memorandum of Agreement



BROWNFIELDS PATH



Checklist for Brownfield's Projects

This checklist is provided as a helpful guide to the requirements of the Oklahoma Department of Environmental Quality's Brownfields Program. It reflects the requirements in the Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. §§ 2-15-101 through 110, and its implementing rules, OAC 252:221. For clarification of the requirements of this program, see the referenced documents or call (405)702-5100 to speak with someone from the Brownfields Program.



When Project Begins:

- Submit Eligibility Information
 - DEQ will determine whether
 - The participant is eligible for DEQ's Brownfields Program
 - The site is an eligible response site under CERCLA
- Meet with DEQ to discuss Project
 - Negotiate and sign a Brownfield Consent Order
 - Submit funds to DEQ to cover oversight costs
- Submit a Work Plan addressing
 - What is known about the site
 - What sampling will occur to delineate contamination
 - Commensurate with the complexity of the site, the Work Plan must discuss
 - planned sampling and analysis
 - quality assurance
 - health and safety of workers and public
 - DEQ must approve the Work Plan prior to field work
- Conduct field work to delineate contamination
- Submit a Brownfields Proposal to the DEQ
 - The proposal must be written in a way the public can understand and must include
 - The current and proposed uses of property
 - The Site Characterization information containing
 - site description and historical information
 - lab results characterizing
 - soil
 - groundwater
 - surface water
 - potential impacts to indoor air
 - extent of contamination, and any impacts to neighboring properties
 - location of contaminants, their concentrations, and depths
 - delineation of potential offsite migration of contamination
 - general environmental conditions on the site and in the region
 - identification of environmental resources and uses in the area
 - identification of potential exposure pathways and receptors
 - adjacent property uses
 - accurate legal description of property
 - latitude and longitude of main entrance
 - environmental background data
 - any data the DEQ requires that is relevant to the reuse of the property
 - A Proposal for Cleanup (OR) a request for a finding that No Action is Necessary
 - An evaluation of potential risks associated with contamination, using DEQ approved methodologies
 - Alternatives for cleanup if remediation is proposed
 - A preferred plan for remediation (OR) proposal that no action is necessary
 - The potential for redevelopment to impact remedy
 - A plan for after action monitoring/maintenance
 - Engineering or Institutional Controls necessary to protect the remedy
 - which must include a plan for financial assurance
 - A long term management plan for any on-site disposal facilities

<input type="checkbox"/> The current and proposed use of groundwater on or near the site
<input type="checkbox"/> Obtain DEQ Approval for Public Review
<input type="checkbox"/> Provide any additional information required by DEQ
<input type="checkbox"/> Submit two hard copies and one electronic copy of the Final Brownfield Proposal to the DEQ
<input type="checkbox"/> Public Participation
<input type="checkbox"/> The Public Review period is 20 working days
<input type="checkbox"/> Arrange for a Local Repository of information for public review
<input type="checkbox"/> at a convenient public location local to the site
<input type="checkbox"/> place a copy of the proposal, amendments and all supporting documents
<input type="checkbox"/> Public Notice
Must be in a local newspaper of general circulation and include at a minimum
<input type="checkbox"/> purpose of the notice
<input type="checkbox"/> name(s) and contact information for the participant(s)
<input type="checkbox"/> site name
<input type="checkbox"/> site location (street address and legal description)
<input type="checkbox"/> proposed future use of the property
<input type="checkbox"/> proposed remedy or request for "No Action Necessary"
<input type="checkbox"/> location where proposal may be reviewed
<input type="checkbox"/> beginning and ending dates for 20 working day public review and comment period
<input type="checkbox"/> notice of opportunity to request a public forum
<input type="checkbox"/> DEQ contact person and mailing address where comments will be received
<input type="checkbox"/> A draft of the Notice must be submitted to DEQ prior to approval
<input type="checkbox"/> Proof of publication must be submitted to DEQ within 20 days of publication
<input type="checkbox"/> After Public Comment Period if the Preferred Cleanup Alternative is Approved:
<input type="checkbox"/> Submit a Technical Remediation Plan for approved preferred option(s) as reflected in the Brownfield Proposal that identifies
<input type="checkbox"/> The cleanup levels and design requirements to obtain them
<input type="checkbox"/> Applicable laws, rules, standards, limitations, criteria, requirements
<input type="checkbox"/> The methods to verify how risk-based cleanup levels will be achieved
<input type="checkbox"/> The Project and Construction Management Plan
<input type="checkbox"/> A remediation schedule
<input type="checkbox"/> Any future monitoring and maintenance requirements
<input type="checkbox"/> A plan for long term stewardship
<input type="checkbox"/> including information on how funding for long term maintenance will be managed

Completion of Project

<input type="checkbox"/> DEQ Pre-Certification Inspection (within 30 days of completing remediation)
<input type="checkbox"/> Written Report (within 30 days of completing inspection)
<input type="checkbox"/> If DEQ determines further Remedial Action is warranted to ensure the remedy is protective
<input type="checkbox"/> Participant completes additional actions required by DEQ
<input type="checkbox"/> Completion of Remedial Action
<input type="checkbox"/> DEQ notifies the participant in writing of the completion of remedial action

Issuance of Certificate

<input type="checkbox"/> Certificate of No Action Necessary
<input type="checkbox"/> Issued after public comment, depending on the comments DEQ receives
<input type="checkbox"/> Certificate of Completion
<input type="checkbox"/> Issued after DEQ approves the completion of the remedy
<input type="checkbox"/> Filing
Participant must:
<input type="checkbox"/> file Certificate in county land records
<input type="checkbox"/> within 30 days, submit a file stamped copy to DEQ

Oklahoma Brownfields

The Department of Environmental Quality's Brownfields section provides a means to voluntarily investigate and, if warranted, clean up contaminated properties resulting in a release of state and federal Superfund liability.

The Brownfields Section also provides Targeted Brownfields Assessments, which can be tailored to the needs of the participant, to public and nonprofit groups at no cost. The program provides loans and grants for cleanup. Loans are available to public and private entities. Grants are competitive and available to governmental and nonprofit organizations.

The federal and state governments recognize that cleaning up and reinvesting in these properties increases local tax bases, facilitates job growth, utilizes existing infrastructure, takes development pressure off undeveloped open land and improves and protects the environment.

DEQ Brownfields Programs and Services:

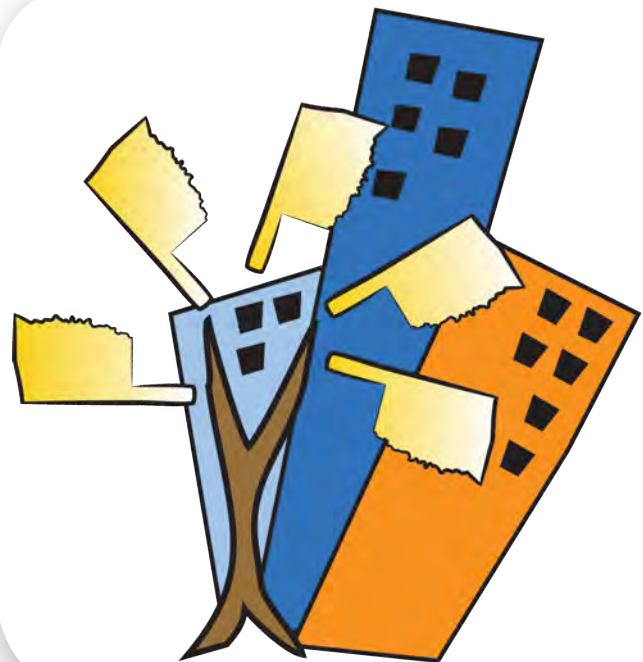
- Certification Program – Environmental liability relief TBA
- Site investigation
- Cleanup Grants and Loans
- Education Opportunities
- Technical Assistance

Benefits of Brownfields Redevelopment:

- Accommodates growth in already developed areas
- Reuses existing infrastructure
- Provides an alternative to urban sprawl
- Improves public health
- Removes blight
- Provides alternatives to development of Greenfields
- Turns environmental liabilities into assets

Costs of Underutilized Brownfields:

- Decreasing local employment opportunities
- Decreasing local tax revenues
- Decreasing area property values



Brownfields are defined by Oklahoma law as abandoned, idled or underused industrial or commercial facilities or other real property at which expansion or redevelopment of the real property is complicated by environmental contamination caused by pollution (27A O.S. 2-15-101 et seq.). In general, a Brownfield can be thought of as property that has lost value because it is believed to be contaminated.

Costs of Underutilized Brownfields (continued):

- Increasing local environmental degradation
- Increasing urban blight
- Contributing to urban sprawl
- Requiring new infrastructure construction
- Destroying green spaces and farm land

Brownfields Fact:

It is estimated that there are more than 450,000 Brownfields in the U.S.

Contact:

Aron Samwel

Brownfields Program Manager

aron.samwel@deq.ok.gov

707 N. Robinson, PO Box 1677

Oklahoma City, OK 73101

(405) 702-5123

Brownfields Financial Incentives

The availability of capital, especially for financing site cleanup remains the biggest challenge to brownfields reuse. Oklahoma works to address this by establishing financial incentives using direct financing tools, indirect financial assistance and tax incentives.

Oklahoma Quality Jobs Act

The Oklahoma Quality Jobs Act applies to basic industries that locate their principal business activities on contaminated properties of at least ten acres. These sites must qualify as a federal Superfund removal site, a National Priorities List (NPL or Superfund) site, a site formally deferred to the state in lieu of NPL listing, or a site that was remediated pursuant to an order of the Oklahoma Department of Environment Quality (including Brownfields). These companies may be eligible for the Quality Jobs Program incentive payments irrespective of their actual gross payroll or the number of full-time-equivalent employees in new direct jobs.

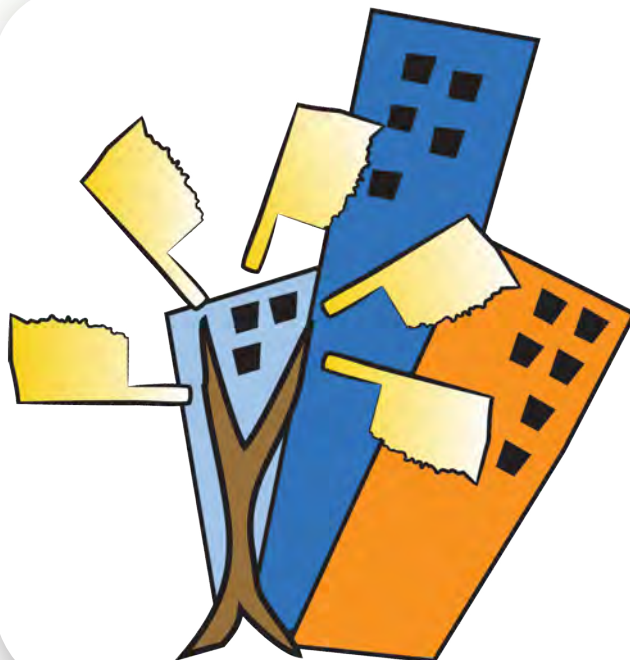
Oklahoma Sales Tax Code Exemptions

The Oklahoma Sales Tax Code allows an exemption for machinery, equipment, fuels and chemicals incorporated into the treatment process to substantially reduce the volume or harmful properties of hazardous waste at facilities approved by DEQ for the cleanup of contamination.

Clean Water State Revolving Loan Fund

Brownfields sites located within permitted urban storm water areas may be eligible for the Clean Water State Revolving Loan Fund. The Clean Water State Revolving Fund loan program was established by the 1987 amendments to the Federal Clean Water Act. Funds can be used to implement a variety of structural and nonstructural best management practices, storm water runoff controls, green infrastructure, and brownfields remediation projects. Proposed projects must participate in the DEQ Brownfields Program. Brownfield projects that may be eligible for funding include:

- Phase I, II, and III site assessments (for brownfields with water quality impacts)
- Excavation and disposal of underground storage tanks
- Excavation, removal and disposal of contaminated soils or sediments
- Capping of wells and well abandonment
- Construction of wetlands
- Monitoring of groundwater or surface water for brownfields contaminants



Oklahoma Brownfields Cleanup Revolving Loan Fund

This fund provides low interest loans to private industry, local governments and tribes for the cleanup of properties contaminated by hazardous substances or petroleum. Periodically, DEQ may sponsor grants competitions for governmental entities and nonprofit organizations.

Federal Tax Incentives for Brownfields

- New Markets Tax Credits
- Low Income Housing Tax Credits
- Historic Rehabilitation Tax Credits
- Energy Efficiency and Renewable Energy Credits and Deductions

Contact:

Aron Samwel

Environmental Programs Manager
Brownfields Section
Oklahoma Department of Environmental Quality
(405) 702-5123
aron.samwel@deq.ok.gov

DEQ Land Protection Division Brownfields Program:

www.deq.state.ok.us/lpdnew/brownfindex.html

Oklahoma Brownfields Conference:

www.oklahomabrownfields.com

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

**LAND PROTECTION DIVISION
BROWNFIELDS PROGRAM**

IN THE MATTER OF:)
)
Midwest City Memorial Hospital Authority) **Case No. 18-002**
)
8826 SE 29th Street)
and)
8828 SE 29th Street,)
Midwest City, Oklahoma)
)
Respondent.)

**MEMORANDUM OF AGREEMENT FOR
SITE CHARACTERIZATION AND RISK-BASED REMEDIATION**

The parties to this case, the Oklahoma Department of Environmental Quality ("DEQ"), and the Midwest City Memorial Hospital Authority ("Respondent") (DEQ and Respondent may be collectively referred to herein as "Parties" and singularly as "Party"), agree to this Memorandum of Agreement for Site Characterization and Risk-Based Remediation ("MOA") to resolve certain environmental regulatory issues. At the time of the execution of this MOA, Respondent is entering into the DEQ's Brownfields Program.

PARTIES

1. Respondent is The Midwest City Memorial Hospital Authority, a municipal trust.
2. DEQ is the state environmental agency authorized to administer the Oklahoma Brownfields Voluntary Redevelopment Act contained in Article XV of the Oklahoma Environmental Quality Code, 27A Oklahoma Statutes ("O.S.") § 2-1-101 et seq.

FINDINGS OF FACT

3. Respondent is the current owner of the real property that is the subject of this MOA described below.

4. The real property that is the subject of this MOA (“Properties”) are two tracts of land located in Midwest City, Oklahoma, having a street address of 8826 Southeast 29th Street and 8828 Southeast 29th Street, Midwest City, Oklahoma. A map and legal description for the Properties is attached as Exhibit A.
5. Respondent informs the DEQ that historical activities, which may be the source of, or may have contributed to potential contamination on the Properties, appear to be the following: Eagle Industries (“Eagle”) operated at the Properties from approximately 1957 until approximately 1989. Considerable groundwater contamination has been documented at another Eagle location at 10901 SE 29th Street in Midwest City. A man claiming to be a former Eagle Industries employee recently came forth alleging the same improper disposal practices occurring at 10901 SE 29th Street were also standard procedure at the Properties. A Phase I Environmental Site Assessment (“ESA”) of the Properties revealed a 1997 DEQ document that described the detection and disposal of radioactive soil found at the Properties, but there was no mention of any additional environmental problems. The conventional building Eagle once leased at 8828 SE 29th Street was razed in August 2014 leaving only a neighboring Quonset hut intact on the adjoining property. It is believed a mechanic's shop operated briefly at 8826 SE 29th Street, but little activity has occurred at either of the Properties since Eagle departed in approximately 1989.
6. There are no known environmental permits, registrations, authorizations, orders, enforcement actions or National Priorities List (NPL) activities applicable to the Respondents and/or the Properties.
7. As of the Effective Date of this MOA there are no known conditions, past or present, not in compliance with environmental laws or regulations.
8. Respondent first notified DEQ of the environmental conditions that are the subject of this MOA on November 15, 2017, three days after a newspaper article described an interview with an individual who claimed to be a former Eagle Industries employee. Thereafter Respondent met with DEQ staff to discuss whether the investigation and remediation, if any, might be addressed through the DEQ Brownfields Programs. Prior to the execution of this MOA, DEQ provided assistance to Respondent by

informing Respondent of the technical requirements and procedures for participating in the Brownfield Program.

9. The harm that may result from the conditions at the Properties is a release, or potential release, of contaminants to the environment.
10. The Parties agree that it is beneficial to resolve these matters promptly and by agreement and, as to this matter, waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

11. The DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of the DEQ under Oklahoma law, including but not limited to the Oklahoma Environmental Quality Act, 27A O.S. §1-1-101, et seq. and the Oklahoma Environmental Quality Code, specifically 27A O.S. §§2-6-105, 2-7-123, 2-10-301(H), and The Oklahoma Brownfields Voluntary Redevelopment Act, 27A O.S. § 2-15-101, et seq. and applicable rules.
12. The Parties are authorized by 75 O.S. §309(E) and 27A O.S. §2-3-506(B) to resolve this matter by agreement.
13. If Respondent remediates the Properties to appropriate risk based levels, Respondent acknowledges that the DEQ shall include a Notice of Remediation (27A O.S. §2-7-123(C)) in the Brownfields Certificates for each of the Properties, which the Respondent must file in the land records of Oklahoma County.
14. Respondent does not admit any Conclusions of Law.

AGREEMENT

Based on the Findings of Fact and Conclusions of Law, Respondent and the DEQ agree as follows:

15. Respondent shall submit to DEQ a Work Plan for Site Characterization that addresses all items in 27A O.S. § 2-15-105(B)(1), including all environmental characterization and assessment work, remediation work, reports, and data relating to the Properties.

If data gaps are found, Respondent will propose site characterization work to fill those gaps.

16. With the assistance of DEQ, Respondent shall submit a Brownfields Proposal for risk-based remediation or for a no action necessary determination, based on the potential risks to human health and safety and to the environment posed by any pollution at the Properties, considering the proposed future use, migration of pollutants, potential risks and the economic and technical feasibility and reliability of the proposal in accordance with 27A O.S. §2-15-105, OAC 252:221-3-3, and guidance documents provided by DEQ at its website. Upon approval of the Proposal, the Respondent will make the Brownfields Proposal available for public review and comment in accordance with OAC 252:221-3-5.
17. If Respondent's Brownfields Proposal is for a no action necessary determination in accordance with 27A O.S. § 2-15-106(D) and OAC 252:221, including public participation on the Proposal, and Respondent demonstrates to DEQ that the level of contamination at the Properties, if any, does not pose an unreasonable risk to human health and safety or to the environment for the prescribed future use, DEQ will issue a Certificate of No Action.
18. If remedial action is required in the Brownfields Proposal, Respondent shall submit a Remedial Action Work Plan ("RA Work Plan") for DEQ to review and approve, including a schedule for completing the required tasks and deliverables. DEQ shall review, comment on the RA Work Plan, including amendments, and will approve the RA Work Plan when it is found to be technically acceptable.
19. If either party determines that an environmental problem is present that should be addressed prior to the finalization of the RA Work Plan, Respondent may propose an Interim Remedial Measure (IRM) for DEQ approval. OAC 252:221-3-8 (d).
20. Respondent shall conduct the remediation in accordance with the RA Work Plan, which is incorporated by reference and enforceable as part of this MOA. Any violation of the approved RA Work Plan shall be a violation of this MOA.
21. Any remedial action that does not result in a risk designation of "unrestricted use" shall include a plan for long term management of the Properties, including a plan for financing the long-term management and maintenance of the Properties.

22. Respondent shall provide quarterly progress reports to DEQ in regard to actions and activities taken pursuant to this MOA. The progress reports shall be submitted on or before the tenth day of each January, April, July and October following the Effective Date of this MOA. Respondent's obligation to submit progress reports continues until DEQ gives Respondent written notice to discontinue. At a minimum, these progress reports shall: (1) describe the actions which have been taken to comply with this MOA during the prior quarter; (2) describe all work planned for the next quarter with schedules relating such work to the overall project schedule; and (3) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.
23. Within thirty (30) days after Respondent concludes that the remedial action has been fully performed, Respondent shall so notify DEQ and shall schedule and conduct a pre-certification inspection to be attended by Respondent and DEQ. The pre-certification inspection shall be followed by a written report submitted within thirty (30) days of the inspection by Respondent's Project Manager, certifying that the remedial action has been completed in full satisfaction of the requirements of this MOA. If, after completion of the pre-certification inspection and receipt and review of the written report, DEQ determines that the remedial action or any portion thereof has not been completed in accordance with this MOA, DEQ shall notify Respondent in writing of the activities that must be undertaken to complete the remedial action and shall set forth in the notice a schedule for performance of such activities. Respondent shall perform all activities described in the notice in accordance with the specifications and schedules established therein. Once DEQ concludes that the remedial action has been fully performed in accordance with this MOA, Brownfields Certificates of Completion will be issued to Respondent for each of the Properties.

MODIFICATION

24. The Parties recognize that modification of the RA Work Plan may be required at some point in the future, e.g., to provide for additional or different work. In such event, the following procedures shall be followed:

25. The party that determines that additional work or other modification of the RA Work Plan is necessary shall provide written or electronic notice of such determination to the other party.
- a) The other party shall respond to such notice in writing or electronically as soon as possible or such other time as may be agreed to by the parties.
 - b) If the Parties agree on the modifications to the RA Work Plan, the agreement shall be in writing or electronically and the modification to the Work amended accordingly. If the Parties do not agree on the proposed modifications or additional work, they may continue negotiations to reach resolution of the issue.

SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

26. Respondent shall use a laboratory accredited by DEQ, or other TNI accrediting agency, for sample analysis (except asbestos) and for each analytic method used for sample analysis. For asbestos, Respondent shall use a NVLAP accredited laboratory. All data, including but not limited to results of sampling, tests, modeling or other data, including raw data, generated by the Respondent or on Respondent's behalf for implementing this MOA shall be submitted to DEQ within sixty (60) days after they are received by Respondent. Respondent may qualify the submittal of the data prior to its validation by an appropriate QA/QC process; however, all data must be submitted to DEQ. DEQ will make available to Respondent the results of sampling, tests, or data generated by DEQ.
27. Any data which shows contamination has migrated off the Properties or poses a public health threat shall be submitted to DEQ within fourteen (14) days of receipt and appropriate validation through a QA/QC process.
28. At DEQ's request, Respondent shall allow DEQ to observe and/or conduct joint sampling at the Properties. Respondent shall also allow split or duplicate samples to be taken by DEQ and its authorized representatives of any samples collected by Respondent in implementing this MOA. Respondent shall notify DEQ at least ten (10) working days in advance of collecting any sample.

29. Respondent agrees that DEQ may enter and freely move about the Properties at reasonable times and with reasonable advance notice for the purposes of inspecting records and operating logs related to the Properties; reviewing the progress of Respondent in carrying out the terms of this MOA; conducting tests as DEQ deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to DEQ by Respondent. Respondent shall allow DEQ to inspect and copy all non-privilege, non-protected records, files, photographs, documents, sampling and monitoring data, and other writings related to work undertaken in carrying out this MOA. Nothing in this MOA shall be interpreted as limiting DEQ's inspection authority under state law or regulations promulgated thereunder. All Parties with access to the Properties under this MOA shall comply with all applicable health and safety plans.

GENERAL PROVISIONS

30. Upon approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this MOA are incorporated into it and enforceable under it. Failure of Respondent to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this MOA.
31. No informal advice, guidance, suggestions or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings relieve or modify Respondent's obligation to obtain written approval by DEQ when required by this MOA.
32. Nothing in this MOA relieves Respondent of its obligation to comply with all applicable federal, state and local statutes, rules, and ordinances.
33. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this MOA and for the purpose of resolving disputes.
34. Upon successful completion of all requirements of this MOA, Respondent shall have resolved its liability to DEQ for the performance of the site characterization and remediation, which is the subject of this MOA. DEQ agrees not to prosecute this

matter against Respondent so long as it remains in compliance with the terms of this MOA. This MOA shall not be construed as a waiver by DEQ of the right to redress future violations and obtain penalties or injunctive relief for matters other than those covered by this MOA. DEQ expressly reserves the right to institute proceedings seeking to compel Respondent and others affiliated with the Properties to perform characterization and/or remedial action work at the Properties.

35. Respondent and DEQ agree that the provisions of this MOA should be considered severable, and should a court of competent jurisdiction find any provisions to be inconsistent with state or federal law and therefore unenforceable, the remaining provisions will remain in full force and effect.
36. The provisions of this MOA apply to and are binding upon Respondent and Respondent's officers, directors, employees, agents, successors and assigns. No change in the ownership or legal status of Respondent will alter the Respondent's responsibilities under this MOA. No change in administration will affect any Party's responsibilities under this MOA.
37. The fact that Respondent and DEQ have entered into this MOA, and the Findings of Fact and Conclusions of Law, shall not be used for any purpose in this or any other proceeding except the enforcement by the Parties to this MOA. As to others who are not Parties to this MOA, nothing contained in this MOA is an admission by Respondent of the Findings of Fact or Conclusions of Law, and entry into this MOA is not an admission by Respondent of liability for conditions at or near the Properties or a waiver of any right, cause of action or defense otherwise available to Respondent. Unless otherwise specifically provided herein, Respondent expressly reserves all rights, causes of action, and defenses available to Respondent.
38. Nothing in this MOA shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, subsidiary or corporation not a signatory to this MOA for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken to, or taken from the Properties.

39. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpretation, implementation and enforcement of this MOA will be Oklahoma County, Oklahoma.
40. The requirements of this MOA will be considered satisfied and this MOA terminated once Respondent has received written notice from DEQ that Respondent has demonstrated that all the terms of the MOA have been completed to the satisfaction of DEQ.
41. The Parties may amend this MOA by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are signed by DEQ.
42. Unless otherwise specified, any report, notice or other communication required under this MOA must be in writing and must be sent by mail or by electronic submission or both to:

For DEQ Legal Issues:

Gary Henry
405-702-7185
gary.henry@deq.ok.gov

For DEQ Technical Issues:

Rachel Francks
405-702-5103
rachel.francks@deq.ok.gov

Oklahoma Department of Environmental Quality
P.O. Box 1677, Oklahoma City, OK 73101-1677
707 N. Robinson, Oklahoma City, OK 73102

For Respondent Legal Issues:

Philip A. Anderson, General Counsel
Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
panderson@MidwestCityOK.org

For Respondent Technical Issues:

Robert Coleman
Midwest City Memorial Hospital Authority
100 N Midwest Boulevard
Midwest City, OK 73110
rcoleman@MidwestCityOK.org

For Respondent Technical Issues:

Amy M. Dzialowski
SCS Engineers
1817 Commons Circle, Suite 1
Yukon, OK 73099
adzialowski@SCSEngineers.com

The designated persons may be changed by letter to the signatories and incorporated herein by reference without amending this MOA.

- 43. The individuals signing this MOA certify that they are authorized to sign it and to legally bind the parties they represent. This MOA may be executed in counterparts.
- 44. This MOA becomes effective on the date of the signature below of the Executive Director of DEQ, which date shall be the "Effective Date" as used herein.

**FOR THE OKLAHOMA DEPARTMENT
OF ENVIRONMENTAL QUALITY**

Scott A. Thompson
Executive Director

DATE: _____

**FOR THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY**

Matthew D. Dukes II
Chairman

DATE: _____

ATTEST:

Sara Hancock
Secretary

DATE: _____

**APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018**

Philip W. Anderson, General Counsel

EXHIBIT A

MAP and PROPERTY LEGAL DESCRIPTION

8826 SE 29th Street, Midwest City, OK; Lot 2 Gilkison Addition, Oklahoma County

8828 SE 29th Street, Midwest City, OK; Lot 1 Gilkison Addition, Oklahoma County

Owner: MIDWEST CITY MEMORIAL HOSPITAL

Account Number: R151401015
Physical Address: 8826 SE 29TH ST MIDWEST CITY
Owner Name1: MIDWEST CITY MEMORIAL HOSPITAL
Owner Name2: AUTHORITY A PUBLIC TRUST
Mailing Address1: PO BOX 10570
Mailing Address2:
City: MIDWEST CITY
State: OK
ZipCode: 731401570
Tax District: 552
Tax District Name: Mid-Del #52

[View Assessor's Page](#)
[View Additional Details](#)

270
Southeast 29th Street
Southeast 29th Street
Southeast 29th Street
70
100
2
1
245.75'
270
157
157
Morgan Place
1403-18 070 1600
0 50 100ft

Owner: MIDWEST CITY MEMORIAL HOSPITAL

Account Number: R151401005
Physical Address: 8828 SE 29TH ST MIDWEST CITY
Owner Name1: MIDWEST CITY MEMORIAL HOSPITAL
Owner Name2: AUTHORITY A PUBLIC TRUST
Mailing Address1: PO BOX 10570
Mailing Address2:
City: MIDWEST CITY
State: OK
ZipCode: 731401570
Tax District: 552
Tax District Name: Mid-Del #52

[View Assessor's Page](#)
[View Additional Details](#)

370'

70'

2

1

180'

245.75'

1403-16.0/0.1600

150'

Morgan Place

0 50 100ft



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman / Director of Economic Development

Date: January 9, 2018

Subject: Discussion and consideration of approving an agreement with the Oklahoma Department of Environmental Quality for partial reimbursement of expenses relating to the performance of a Phase II Environmental Site Assessment for 8826 – 8828 SE 29th Street.

Trustees approved entering into a contract with SCS Engineers on December 12, 2017. The contract requires SCS to perform a Phase II ESA at 8826 – 8828 SE 29th Street for an amount not to exceed \$24,681.

Representatives from ODEQ contacted staff on December 14th and offered to reimburse some of the Authority's contractual expenses provided work had not commenced. We contacted SCS representatives shortly thereafter to verify nothing had been done.

Staff recommends approval.

Please contact my office at (405) 739-1218 with any question.

ROBERT COLEMAN
Director of Economic Development

Attachment: ODEQ Reimbursement Agreement

REIMBURSEMENT AGREEMENT

Reimbursement for Phase II Environmental Site Assessment Expenses

This Agreement is made between the Midwest City Memorial Hospital Authority (“City”) and the Oklahoma Department of Environmental Quality (“DEQ”) for the performance of an environmental investigation of property located at 8826 SE 29th Street and 8828 SE 29th Street Midwest City, Oklahoma (“Property”).

The City acquired the Property after conducting All Appropriate Inquiry in the form of a Phase 1 Environmental Site Assessment (ASTM E1527-13) into the environmental history of the Property. The Phase I did not identify the dumping of waste on site as a Recognized Environmental Condition (REC); however, concern about the environmental condition of the Property was recently raised in a newspaper report alleging that hazardous chemicals were dumped on the Property by employees. The newspaper report linked the property to the Eagle Industries site, which is currently proposed to the National Priority List. The report alleged that the property in question was the former location of Eagle Industries. Thereafter, EPA expressed concerns about the Property. In response, the City hired a contractor to investigate the Property and conduct a Phase II Environmental Assessment. Since DEQ and EPA would like to share this data and DEQ would like to have input into the planning of the sample locations and methodology, the City has agreed to share data generated from the assessment with DEQ and EPA, to provide a copy of the final report to DEQ and EPA, and allow DEQ to provide input into the planning of the assessment. DEQ has agreed to provide funding for the assessment.

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF AGREEMENT

- A. This Agreement is authorized under the authority of the Environmental Quality Code at 27A O.S. §§ 2-3-202, 2-7-121 and 2-7-304.;
- B. The Agreement shall be effective the date of signature by the DEQ Director of Administrative Services through June 30, 2018;
- C. The parties to this Agreement understand and acknowledge any future agreements or renewals are not automatic nor implied by this Agreement. The parties further acknowledge and understand this Agreement is effective only for the term set forth in Paragraph I (B) above.

II. DUTIES AND OBLIGATIONS

THE DEQ shall:

- a. Reimburse the City for costs incurred to conduct a Phase II Environmental Site Assessment of the Property generally meeting the requirements of ASTM E1903-11.
- b. Provide a copy of the final report to EPA.
- c. Assist the City in interpreting the results of the assessment and in making determinations regarding next steps within the context of the DEQ’s Brownfields Program.

THE CITY shall:

- a. Only invoice for work that has occurred under the City’s contract with its environmental consultant for performance of the Phase II Environmental Site Assessment of the Property generally meeting the requirements of ASTM E1903-11.
- b. Allow DEQ to provide input into the planning of the Phase II assessment.

- c. Keep DEQ updated during the assessment process and share analytical data as it becomes available.
- d. Submit the final report to DEQ.

III. COMPENSATION

- A. **PAYMENT:** The maximum payment under this Agreement is \$24,000.00, payable to the City or its designee as funds are available. This Agreement is subject to the availability of funds and if such funds become unavailable during the term of this Agreement, then this Agreement may be immediately reduced or terminated by DEQ.
- B. **PAYMENT APPLICATION:** In order for the City or its designee to receive payment under this Agreement the City shall complete and submit to DEQ a written request for reimbursement together with documentation of the expense, including that the expenditure was incurred during the term of this Agreement. Requests for reimbursement must be submitted to DEQ prior to the final date of the agreement, June 30, 2018.

IV. PUBLIC INFORMATION

The City is generally responsible for all public information. The City and the DEQ shall make their best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this Agreement.

V. GENERAL PROVISIONS

- A. **AUDIT AND RECORDS CLAUSE:**
 - i. As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the City agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract.
 - ii. The City is required to retain all records and supporting documentation relative to this Agreement for the duration of the Agreement term and a period of seven years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.
- B. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon the City the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the DEQ, and the City agrees not to assume or incur any such liability or obligation without the prior express written consent of the DEQ.
- C. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions of this Agreement. This Agreement may not be modified, altered or amended except in writing, and duly executed by the parties hereto. All amendments to this contract shall be accomplished by the mutual negotiation of such amendments. All amendments shall be written and signed by both parties, and will become a part of the complete Agreement.

D. TERMINATION or REDUCTION:

- i. **TERMINATION FOR CONVENIENCE:** This Agreement is subject to termination for convenience upon thirty (30) days advance written notice by either party. Notice of cancellation shall be made by Certified Mail to the business address of record. If the Agreement is terminated, the DEQ shall be liable only for products and/or services delivered and accepted, and for costs and expenses prior to the date upon which the Notice of Termination for Convenience was received.
- ii. **TERMINATION FOR CAUSE:** The DEQ may terminate the Contract immediately, without a 30-day written notice to the City, when violations are found to be an impediment to the function of the DEQ and detrimental to its cause. If the Agreement is terminated, the DEQ shall be liable only for payment of products and/or services delivered and accepted.
- iii. **TERMINATION/REDUCTION DUE TO LACK OF FUNDING:** DEQ may terminate this Agreement in the event that DEQ is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of DEQ. DEQ shall notify the City of any such termination by delivering to the City a Notice of Termination Due to Lack of Funding, specifying the terms and effective date of Agreement termination. The effective date of termination shall be specified in the notice. In the event DEQ experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, DEQ may reduce the Agreement amount. Notice of such reduction shall be sent in writing to the City.

E. **NOTICE:** Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.

F. **CHOICE OF LAW:** Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Agreement shall be governed by the laws of the State of Oklahoma.

G. **CHOICE OF VENUE:** Venue for any action, claim, dispute or litigation relating in any way to the Agreement shall be in Oklahoma County, Oklahoma.

VI. COMMUNICATIONS

All communications under this Agreement shall be sent to:

For the DEQ:

Ms. Rachel Francks
Environmental Programs Specialist
707 North Robinson Avenue, P.O. Box 1677
Oklahoma City, OK 73101
405-702-5103
Rachel.Francks@deq.ok.gov

For the City:

Mr. Robert Coleman
Midwest City Memorial Hospital Authority
100 N. Midwest Boulevard
Midwest City, OK 73110
405 739-1218
rcoleman@MidwestCityOK.org

VII. EFFECTIVE DATE

This Agreement becomes effective upon the date of the signature of the DEQ Director of Administrative Services.

In witness whereof, the parties have executed this Agreement on the day and year signed below.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Catherine Sharp
Director of Administrative Services

Matthew D. Dukes III, Chairman

DATE: _____

DATE: _____

ATTEST:

Sara Hancock, Secretary Date:

**APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2018.**

Philip W. Anderson, General Counsel Date:



DISCUSSION ITEMS





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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: January 9, 2018

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



Midwest City Memorial Hospital Authority

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

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
Joyce Jackson
Charles McDade
Dara McGlamery
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: January 9, 2018

SUBJECT: Discussion and consideration of approving the revised agreement with Capitol Decisions, Inc. in the total amount of \$60,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from January 1, 2018 through June 30, 2018 (City Manager – G. Henson)

The following revised six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of January 1, 2018 through June 30, 2018. Paragraph 9 is revised for clarification and decreases expense payment from \$20,000 to an amount of, up to \$10,000, based upon an invoice detailing expenses. This agreement will replace the agreement approved at the December 12, 2017 meeting.

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

J. Guy Henson
General Manager/Administrator

REVISED
CONSULTANT AGREEMENT

This agreement is executed this 9th day of January, 2018, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Agreement. It is understood that Capitol Decisions, Inc. may have to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be invoiced by Consultant and due each month for the term of this Agreement.

(b) The Authority agrees to pay up to \$10,000, to the consultant for reasonable costs and expenses incurred by consultant in furtherance of its efforts on behalf of the Authority. An invoice detailing expenses incurred shall be submitted at the end of the term of this agreement. Expenses include but are not limited to telephone, computer and telecommunication expenses, document reproduction, travel in the DC Metropolitan area, long distance travel and client meals directly attributable to those efforts.
10. The term of this Agreement shall commence on January 1, 2018 and shall continue in effect until June 30, 2018 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.
13. This agreement supersedes the prior agreement approved by the Authority on

December 12, 2017.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
101 Constitution Avenue, N.W., Suite 675 East
Washington, D.C. 20001

(Seal)
ATTEST:

By:

Stewart Van Scoyoc, President

"AUTHORITY"
**Midwest City Memorial Hospital Authority,
a public trust**
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

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

City Attorney

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



Midwest City Memorial Hospital Authority

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

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
Amy Otto
Marcia Conner
Pam Dimski
Joyce Jackson
Charles McDade
Dara McGlamery
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: January 9, 2018

SUBJECT: Discussion and consideration of a status report on the proposed bond issue for the Sooner Rose TIF district.

Mr. Greg Neito will be in attendance to give the Trustees an update on the terms associated with the proposed bond issue for the Sooner Rose TIF district.

J. Guy Henson
General Manager/Administrator



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, General Manager/Administrator

Date: January 9, 2018

Subject: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; 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 provided in executive session.

J. Guy Henson, City Manager