



# MIDWEST CITY

*Where the Spirit Flies High*

MIDWEST CITY  
MEETING AGENDAS FOR  
January 23, 2018

**STAFF BRIEFINGS**

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

January 23, 2018 – 6:00 PM

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

**DISCUSSION.**

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Memorial Hospital Authority for January 23, 2018.



## CITY COUNCIL AGENDA

January 23, 2018 – 7:00 PM

Council Chamber at City Hall - 100 N. Midwest Blvd.

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Public Works Director, Vaughn Sullivan
- Pledge of Allegiance by MWC High School Jr. ROTC Cadets Alexys Broderick and Sabrina Martin
- Community related announcements and comments
- Mayoral Proclamation for City Retiree, Dana Kirkland

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meeting 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 January 9, 2018, both as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of December, 2017. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Police Impound Fees Fund, expenses/Police (62) \$6,000. Fire Fund, revenue/Miscellaneous (00) \$1,500; expenses/Fire (64) \$1,500. (Finance - C. Barron)
4. Discussion and consideration of 1) acceptance of an Association of Central Oklahoma Governments Public Fleet Conversion grant in the amount of \$49,834.00; 2) approving and entering into a Public Fleet Conversion Grant Contract with ACOG to establish the terms and conditions of the grant for the provision of reimbursement of certain costs incurred for the

purchase of one (1) new, dedicated compressed natural gas (CNG) vehicle and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant. (City Manager - T. Lyon)

5. Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for the remaining portion of fiscal year 2017-18. (Police - B. Clabes)
6. Discussion and consideration of renewing the agreement with the City of Nicoma Park for animal care services for the remaining portion of fiscal year 2017-18. (Police - B. Clabes)
7. Discussion and consideration of designating an approximately 9 acre area of SCIP Recreational Trail located at 7250 N.G. 23rd as a Monarch butterfly preserve. (V. Sullivan - Public Works Director)
8. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$8, 000 for fiscal year 2017/2018 with Jay D. Collins to establish the terms and condition under which he shall serve as the Volunteer Income Tax Assistance Center Coordinator. (Neighborhood Services - M. Stroh)
9. Discussion and consideration of accepting a grant of Permanent Easement from Sooner Rose L.L.C., across a parcel of land located within the corporate boundaries of Midwest City in Block One (1) Lot Five (5) of Sooner Rose Addition to the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of approving and entering into an engineering contract funding agreement for Federal-aid Project Number STPG -255F (336) AG, State Job Number 31475(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$200,000.00 for the City Wide Striping and Pavement Marking Project. (Community Development - P. Menefee)
11. Discussion and consideration of a resolution requesting land from Oklahoma County for the purposes of future trail and infrastructure projects. (Community Development - B. Harless)
12. Discussion and consideration of entering into and approving an amendment to the Agreement for Professional Engineering Services with Cowan Group Engineering in the amount of \$9,600 for the preparation of engineered construction plans for the Mid American Trail pedestrian bridge. (Community Development - P. Menefee)
13. Discussion and consideration of reappointing Allen Clark and Charlie Hartley to the Builders Advisory Board for additional three-year terms. (Community Development - B. Harless)
14. Discussion and consideration of appointing Adrian Aires to the Midwest City Park and Recreation Board for a three-year term ending on January 12, 2021. (Public Works - V. Sullivan)

D. DISCUSSION ITEMS.

1. (PC-1929) Public hearing with discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W. (Community Development - B. Harless)
2. (PC-1933) Public hearing with discussion and consideration of approval of the Oakwood Landing Final Plat for the property described as a tract of land lying in the NE/4 of section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
3. (PC-1934) Public hearing with discussion and consideration of approval of the Replat of Lot 6 Block 8 of the Pointon City Second Addition described as a part of the NE/4 of Section 6, T-11-N, R-1-W. (Community Development - B. Harless)
4. (PC-1935) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development to O-2, General Office, for the property described as Lot 1, Block 1 of the Arbor Plaza Addition, located at 9244 E. Reno Avenue. (Community Development - B. Harless)
5. Discussion and consideration of the Police and Fire quarterly reports associated with the Matrix and ESCI Studies, respectively. (City Manager - G. Henson)

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

F. FURTHER INFORMATION.

1. Minutes of the January 2, 2018 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](http://www.midwestcityok.org)).

### **Midwest City Council Staff Briefing Minutes**

January 9, 2018 – 6:00 PM

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

Mayor Matt Dukes called the meeting to order at 6:02 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 January 9, 2018.**

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

Mayor Dukes adjourned the meeting at 6:50 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](http://www.midwestcityok.org)).

### **Midwest City Council Minutes**

January 9, 2018 – 7:00 PM

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

Mayor Matt Dukes called the meeting to order at 7:10 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.** Assistant City Manager, Tim Lyon opened with the invocation; followed by the Pledge of Allegiance led by ROTC Cadets Ammaris Robinson and Wesley Barkema. Council and staff made community-related announcements.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of December 12, 2017, both as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of November, 2017.
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.
4. Discussion and consideration of approving new sales tax agreement with Oklahoma Tax Commission.
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.
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.
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.

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.
9. Discussion and consideration of reappointing Russell Smith to the Planning Commission for an additional three-year term.
10. Discussion and consideration of declaring used fire uniform badges surplus and authorizing their disposal by public auction or sealed bid.

### **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.** Gerry Gulbranson of 10525 Songbird and Aaron Dossey of 2211 Windsong addressed the Council. Staff and Council discussion was had. Dawkins made a motion to approve the name change, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
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.** After discussion with staff, Dawkins made a motion to approve the final plat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
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.** After discussion with staff, Reed made a motion to table this item until the February 27, 2018 City Council meeting, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
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.** Staff along with Terry Haynes, of SMC Consulting Engineers, PC, 815 W. Main, OKC, spoke with the Council. Dawkins made a motion to approve Ordinance 3328, as submitted, seconded by Moore. Voting aye: Byrne, Dawkins, Moore, and Mayor Dukes. Nay: Eads, Reed, and Allen. Absent: none. Motion carried.
5. **Discussion and consideration of reaffirming Council Resolution NO. 2015-07 and presenting formal comments at the public hearing hosted by the Oklahoma Water Resources Board (OWRB) January 16th 2018.** Staff spoke with Council, and then Dawkins made a motion to reaffirm Resolution 2015-07 and allow formal comments at the public hearing, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.



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.** After Council discussion Eads made a motion to appoint Adrian Aires, but withdrew the motion. After further Council discussion, Reed made a motion to continue this item to the January 23, 2018 City Council meeting, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

**New Business/Public Discussion.**

There was no new business or public discussion.

**Adjournment.**

There being no further business, Mayor Dukes adjourned the meeting at 8:01 PM.

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

ATTEST:

\_\_\_\_\_  
SARA HANCOCK, City Clerk



# The City of MIDWEST CITY

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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 23, 2018

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

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

**Hotel/Conference Center (195)** had an operational loss of \$135,242 in December.

**Golf (197)** had an operational loss of \$62,284 in December.

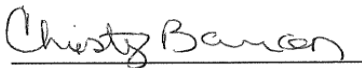
**Sooner Rose TIF (352)** decreased because of the payments for:

Warren theater site work	<\$110,534>
Debt service interest	<\$193,810>

**MWC Hospital Authority (425)** activities for December:

Compounded Principal (9010) - unrealized loss on investment	<\$474,959>
- realized gain on investment	\$1,078,548
Discretionary (9050) - unrealized loss on investment	<\$68,362>
- realized gain on investment	\$155,237

This item is at Council's discretion.



Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 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	1,667,282	-	1,674,435	260,987	(268,140)	(7,154)	1,667,282	-
10	GENERAL	4,588,339	(140,496)	4,321,516	18,756,100	(18,629,774)	126,327	4,447,843	-
11	CAPITAL OUTLAY RESERVE	919,167	-	910,331	8,836	-	8,836	919,167	-
13	STREET AND ALLEY FUND	999,472	-	855,701	278,446	(134,675)	143,771	999,472	-
14	TECHNOLOGY FUND	279,075	-	409,613	155,343	(285,881)	(130,538)	279,075	24,684
15	STREET LIGHT FEE	813,173	-	522,584	290,590	-	290,590	813,173	-
16	REIMBURSED PROJECTS	688,632	(184,121)	547,839	79,530	(122,858)	(43,328)	504,511	-
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,434,937	62,175	(62,175)	-	5,434,937	-
20	MWC POLICE DEPARTMENT	1,366,216	-	1,246,407	6,310,377	(6,190,568)	119,809	1,366,216	644,347
21	POLICE CAPITALIZATION	925,181	-	890,210	130,831	(95,860)	34,971	925,181	-
25	JUVENILE FUND	29,919	-	10,774	50,921	(31,775)	19,146	29,919	5,332
30	POLICE STATE SEIZURES	60,974	-	60,510	1,129	(665)	464	60,974	-
31	SPECIAL POLICE PROJECTS	77,220	-	73,425	9,251	(5,455)	3,795	77,220	-
33	POLICE FEDERAL PROJECTS	67,369	-	69,900	401	(2,931)	(2,530)	67,369	-
34	POLICE LAB FEE FUND	16,695	-	17,610	4,961	(5,876)	(915)	16,695	-
35	EMPLOYEE ACTIVITY FUND	20,595	-	19,641	9,105	(8,152)	954	20,595	-
36	JAIL	114,968	-	130,475	33,809	(49,315)	(15,506)	114,968	-
37	POLICE IMPOUND FEE	203,381	-	197,845	30,729	(25,192)	5,537	203,381	-
40	MWC FIRE DEPARTMENT	889,824	(4)	967,831	5,097,703	(5,175,715)	(78,011)	889,820	517,796
41	FIRE CAPITALIZATION	606,084	-	574,356	186,255	(154,528)	31,727	606,084	-
45	MWC WELCOME CENTER	349,544	(272)	351,874	106,200	(108,802)	(2,602)	349,271	9,933
46	CONV / VISITORS BUREAU	178,201	-	166,636	168,891	(157,326)	11,565	178,201	17,622
50	DRAINAGE TAX FUND	62,452	-	61,453	999	-	999	62,452	-
60	CAPITAL DRAINAGE IMP	436,330	-	427,064	229,378	(220,112)	9,266	436,330	21,618
61	STORM WATER QUALITY	950,252	-	943,553	383,012	(376,313)	6,698	950,252	37,141
65	STREET TAX FUND	1,369,570	-	1,241,274	224,032	(95,736)	128,296	1,369,570	-
70	EMERGENCY OPER FUND	511,967	-	598,793	199,422	(286,248)	(86,826)	511,967	20,932
75	PUBLIC WORKS ADMIN	328,480	-	291,156	488,755	(451,430)	37,325	328,480	-
80	INTERSERVICE FUND	291,685	-	272,360	1,171,871	(1,152,546)	19,325	291,685	-
81	SURPLUS PROPERTY	360,191	(288,574)	65,589	25,120	(19,092)	6,028	71,617	-
115	ACTIVITY FUND	373,807	-	335,598	102,767	(64,558)	38,209	373,807	-
123	PARK & RECREATION	560,720	-	641,380	270,319	(350,979)	(80,660)	560,720	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	231,811	(231,811)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	177,614	(2,667)	159,993	79,507	(64,553)	14,954	174,947	-
143	GRANT FUNDS	101,432	(41,432)	60,000	86,643	(86,643)	-	60,000	-

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 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	2,342,451	-	2,286,008	251,685	(195,242)	56,444	2,342,451	-
172	CAP. WATER IMP-WALKER	626,157	-	435,881	274,505	(84,229)	190,276	626,157	-
178	CONST LOAN PAYMENT REV	2,379,891	-	2,047,301	431,673	(99,083)	332,590	2,379,891	-
184	SEWER BACKUP FUND	80,073	-	79,795	773	(495)	278	80,073	-
186	SEWER CONSTRUCTION	3,399,621	(175,000)	3,125,875	737,522	(638,776)	98,745	3,224,621	1,111,650
187	UTILITY SERVICES	565,343	(924)	526,935	611,301	(573,817)	37,484	564,419	50,769
188	CAP. SEWER IMP.-STROTH	300,307	-	120,773	210,855	(31,322)	179,533	300,307	-
189	UTILITIES CAPITAL OUTLAY	1,972,694	(119,895)	1,606,173	330,605	(83,979)	246,626	1,852,799	-
190	MWC SANITATION DEPARTMENT	2,150,479	-	2,196,682	3,058,907	(3,105,110)	(46,204)	2,150,479	214,079
191	MWC WATER DEPARTMENT	1,995,018	-	1,227,918	3,494,849	(2,727,749)	767,100	1,995,018	252,832
192	MWC SEWER DEPARTMENT	1,241,914	(12)	1,249,298	2,760,889	(2,768,286)	(7,396)	1,241,902	241,173
193	MWC UTILITIES AUTHORITY	910,699	-	907,294	8,755	(5,350)	3,405	910,699	-
194	DOWNTOWN REDEVELOPMENT	4,022,519	-	4,070,581	709,779	(757,841)	(48,062)	4,022,519	783,950
195	HOTEL/CONFERENCE CENTER	583,638	(510,615)	40,888	2,564,556	(2,532,421)	32,134	73,023	-
196	HOTEL 4% FF&E	843,678	-	885,809	102,582	(144,713)	(42,131)	843,678	-
197	JOHN CONRAD REGIONAL GOLF	101,736	(923)	115,510	553,443	(568,139)	(14,697)	100,813	56,561
201	URBAN RENEWAL AUTHORITY	63,137	-	63,260	613	(735)	(122)	63,137	-
202	RISK MANAGEMENT	3,583,462	(37)	3,625,418	1,016,149	(1,058,141)	(41,992)	3,583,426	1,804,000
220	ANIMALS BEST FRIEND	63,695	-	95,010	19,027	(50,342)	(31,315)	63,695	-
225	HOTEL MOTEL FUND	-	-	-	296,564	(296,564)	-	-	-
230	CUSTOMER DEPOSITS	1,406,448	(1,406,448)	-	13,701	(13,701)	-	-	-
235	MUNICIPAL COURT	63,889	(63,889)	-	669	(669)	-	-	-
240	L & H BENEFITS	1,993,296	(55,404)	1,784,337	3,628,578	(3,475,022)	153,556	1,937,893	-
250	CAPITAL IMP REV BOND	5,070,709	(56,278,123)	(53,371,923)	7,331,523	(5,167,014)	2,164,509	(51,207,414)	-
269	2002 G.O. STREET BOND	485,689	-	560,306	5,149	(79,767)	(74,618)	485,689	-
310	DISASTER RELIEF	1,363,003	(186,849)	1,207,810	87,644	(119,300)	(31,655)	1,176,154	-
340	REVENUE BOND SINKING FUND	-	-	-	2,731,338	(2,731,338)	-	-	-
350	G. O. DEBT SERVICES	261,326	-	182,275	106,846	(27,795)	79,051	261,326	-
351	TAX INCREMENT FINANCING	-	-	-	-	-	-	-	-
352	SOONER ROSE TIF	5,351,884	(16,475,000)	-	18,728	(11,141,844)	(11,123,116)	(11,123,116)	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	88,628,910	(8,906,972)	74,707,723	6,735,456	(1,721,240)	5,014,215	79,721,938	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,946,939	(446,939)	2,500,000	33,828	(33,828)	-	2,500,000	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,148,077	(12,024)	8,016,068	3,646,300	(526,314)	3,119,985	11,136,054	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	2,441,522	(154,711)	1,341,306	2,158,534	(1,213,027)	945,507	2,286,813	-
	TOTAL	174,280,052	(85,516,402)	86,193,001	79,459,529	(76,888,878)	2,570,651	88,763,652	5,814,419



# The City of MIDWEST CITY

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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 23, 2018

**Subject:** Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Police Impound Fees Fund, expenses/Police (62) \$6,000. Fire Fund, revenue/Miscellaneous (00) \$1,500; expenses/Fire (64) \$1,500.

The first supplement is needed to budget replacement of lighting in police lab with LED lighting and replacement of security light at police firing range. The second supplement is needed to budget Walmart Foundation donation to be used to purchase Fire public education materials and supplies.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**January 23, 2018**

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police			6,000	
		<u>0</u>	<u>0</u>	<u>6,000</u>	<u>0</u>

**Explanation:**  
To replace lighting in police lab with LED lights (\$3,100) and replace security light at gun range (\$2,900). Funding to come from fund balance.

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	1,500			
64	Fire			1,500	
		<u>1,500</u>	<u>0</u>	<u>1,500</u>	<u>0</u>

**Explanation:**  
To budget Walmart Foundation donation to be used to purchase public education materials and supplies.



THE CITY OF  
**MIDWEST CITY**

TO: Honorable Mayor and City Council

FROM: Tim Lyon, Assistant City Manager

DATE: January 23, 2018

RE: Discussion and consideration of 1) acceptance of an Association of Central Oklahoma Governments Public Fleet Conversion grant in the amount of \$49,834.00; 2) approving and entering into a Public Fleet Conversion Grant Contract with ACOG to establish the terms and conditions of the grant for the provision of reimbursement of certain costs incurred for the purchase of one (1) new, dedicated compressed natural gas (CNG) vehicle and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.

The City of Midwest City applied for a Public Fleet Conversion Grant from the Association of Central Oklahoma Governments for the purchase of one (1) new, dedicated compressed natural gas (CNG) vehicle. The intention of these grant funds is to seed the advancement of alternative fuel technology as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality in support of the Clean Air Act.

The funds will be used to defray expenses related to the purchase of:

- CNG Conversion

As fiscal agent, the city will establish and maintain an account for the contract amount, will process invoices for payment, and will invoice the Association of Central Oklahoma Governments for reimbursement, along with other oversight activities. The total estimated cost of the project is \$49,834.00.

Staff recommends approval.

*Tim L. Lyon*

---

Assistant City Manager

Attachment (1)

Grant #: 2018-MWC

**PUBLIC FLEET CONVERSION GRANT CONTRACT  
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
AND  
THE CITY OF MIDWEST CITY, OKLAHOMA**

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and the City of Midwest City., hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase of one (1) new, dedicated compressed natural gas (CNG) vehicle as further defined in the "SCOPE OF SERVICES."

**Amount of Grant not to exceed:** Forty-nine thousand eight hundred and thirty-four dollars (\$49,834.00)

Grantee Federal Employer Identification: 73-602753

**A. SCOPE OF SERVICES**

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments.
  - A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.
  - A.2.b. Funds are intended to defray costs related to the purchase of new compressed natural gas (CNG) vehicles.
  - A.3.a. Grantee will remove from the fleet, ONE vehicle further described below and will provide to ACOG a bill of sale, receipt of scrappage, or other like documents as proof of removal of these vehicles. Vehicles identified for removal from fleet include:
    - 1. One (1), 2010 Peterbilt, Model 320, VIN# 3BPZH58XXAF108305.
  - A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles remains with and will be the sole responsibility of the Grantee.
  - A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s).
  - A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags,



marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

- A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded vehicles with the following: **CLEAN AIR Vehicle funded in partnership with ACOG** or **CLEAN AIR Vehicle funded in partnership with the Association of Central Oklahoma Governments**.
- A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded infrastructure project with the following: **CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments** or **CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments**.
- A.4. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports commencing with the end of the first quarter following signed acceptance of negotiated award contract and due no later than the 10<sup>th</sup> of the month following the end of each quarter based on a fiscal year ie. July 10, November 10, January 10, April 10 until all grant-funded vehicles, equipment and materials have been purchased and installed, and project is operational.
- A.5. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation each reporting period. The maximum number of required annual reports period shall not exceed five (5) years or 60 months. For projects that become operational on or prior to April 1 and that can report a minimum of nine months of first year operational data as listed in Sections A.5.a and A.5. b below the first annual reporting report shall be considered as if it were a full 12-month period.
  - A.5.a. Annual Reports for vehicle projects shall include odometer readings, fuel consumption records, maintenance records and written documentation for all other costs associated with each vehicle purchased with ACOG clean air Grant funds.
  - A.5.b. Annual reports for fueling/charging infrastructure projects shall include monthly volumes of fuel dispensed at the stations, the number of city owned vehicles refueling at the station, maintenance records, and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN Air Grant funds.

**B. GRANT CONTRACT TERMS**

- B.1. Grant Contract Terms: ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing February 17, 2018 and ending August 17, 2019, hereinafter referred to as Part 1 of Contract Terms.

Reporting requirements as described in Sections A.4., A.5., A.5.a and A.5.b. of this Grant Contract shall be effective for the period commencing January 1, 2018 and ending not later than January 1, 2023, hereinafter after to as Part II of Contract Terms.

**C. PAYMENT TERMS AND CONDITIONS**

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed Forty-nine thousand eight hundred and thirty-four dollars (\$49,834.00)

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of one (1) new, dedicated compressed natural gas (CNG) vehicle not exceed the maximum liability established in C.1.

C.2.a. Allowable Costs are further defined as excluding any other expenses such as personnel costs, land acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3.a. through C.3.d., below, prior to reimbursement of Allowable Costs.

C.3. **Invoice Requirements:** Grantee shall invoice to ACOG, with all necessary supporting documentation to:

ACOG  
Attn: Eric Pollard, Clean Cities Coordinator  
4205 North Lincoln Blvd.  
Oklahoma City, Ok 73105  
Telephone: 405-234-2264 fax; 405-234-2200  
Email: [epollard@acogok.org](mailto:epollard@acogok.org)

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract);
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:
  - i. An Itemized Bill of Sale for each vehicle purchased, including VIN number
  - ii. An Itemized Bill of Sale for each vehicle conversion, up fit, and/or engine repower to include separate line itemizations for the following:
    1. Labor costs
    2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)
    3. Cost of each onboard alternative fuel tank installation including the number of tanks installed per vehicle, size in gallon equivalents of each installed tank, and the price of each fuel tank

- iii. Itemized Bill of Sale for all fueling infrastructure storage and dispensing equipment
  - iv. Itemized Labor, Installation and Construction costs for each fueling infrastructure project
  - v. Total Reimbursement Amount Requested
- C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, up fit, and/or engine repower.
- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air. (as described in sections A.2.f and A.2.g)
- C.3.e. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the grantee's partnership with ACOG. ACOG can be mentioned on Twitter and Facebook. (ACOGok)
- C.4 The Grantee understands and agrees that an invoice to ACOG under this grant contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b and Sections C.2, C.2a, C.2b and C.2.c of this Grant contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG no later than October 25, 2019 to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to ACOG by October 25, 2019 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, as described in Sections A.2.b., C.2., C.2.a., C.2.b., and C.2.c. issue payment to Grantee for those eligible expenses.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

#### **D. STANDARD TERMS AND CONDITIONS**

- D.1. Required Approvals: ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. Notice to Proceed: Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.

- D.3. Modification and Amendment: This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. Termination for Cause: If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Records: The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. Progress Reports: The Grantee shall submit brief, quarterly progress report to ACOG throughout Part 1 of Contract Terms in addition to annual reports as described in Sections A.4. through A.5 B.
- D.7. ACOG Liability: ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. Force Majeure: The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. State and Federal Compliance: The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. Governing Law: This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. Projects must comply with the office of Management and Budget (OMB) 2-CFR 200 cost principle requirements.
- D.11. Completeness: This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. Severability: If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

#### **E. SPECIAL TERMS AND CONDITIONS**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
  
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**ACOG:**

John M. Sharp, Deputy Director  
4205 North Lincoln Blvd.  
Oklahoma City, Ok 73105  
Telephone: (405) 234-2264 Fax: (405) 234-2200  
Email: jmsharp@acogok.org

**Grantee:**

Matthew Dukes, Mayor, City of Midwest City, or designee  
8730 SE 15<sup>th</sup> Street  
Midwest City, Oklahoma 73140  
Telephone: (405) 739-1035

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and

obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF:

\_\_\_\_\_  
Grantee Legal Entity Name

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
John M. Sharp, Deputy Director  
Association of Central Oklahoma Governments

\_\_\_\_\_  
Date



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

**MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: January 23, 2018

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

---

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

Staff recommends approval.

---

Brandon Clabes  
Chief of Police

Attachment: Agreement



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

This Agreement is made and entered into this 21<sup>st</sup> day of December, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the City of Harrah, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MIDWEST CITY

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

ATTEST:

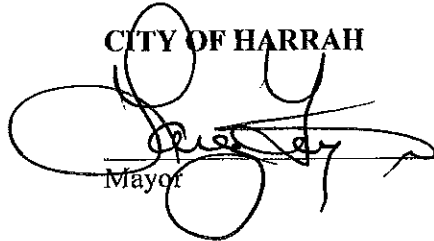
\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Philip W. Anderson, City Attorney

Approved by the governing body of \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

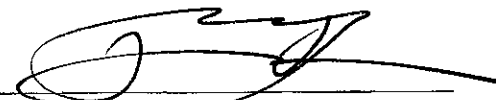
CITY OF HARRAH

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to form and legality this 21<sup>st</sup> day of December, 2017.

  
\_\_\_\_\_  
City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

**MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: January 23, 2018

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

---

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

Staff recommends approval.

---

Brandon Clabes  
Chief of Police

Attachment: Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30<sup>th</sup> day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following remaining fiscal year (December 31, 2017 – June 30, 2018). This Agreement may be renewed from year to year.

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



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

CITY OF MIDWEST CITY

\_\_\_\_\_  
Matthew D. Dukes II, Mayor

ATTEST:

\_\_\_\_\_  
Sara Hancock, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Philip W. Anderson, City Attorney

Approved by the governing body of Nicomma Park, Oklahoma, on this 5th day of December, 2017.



CITY OF NICOMA PARK

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this 5 day of December, 2017.

\_\_\_\_\_  
City Attorney



**Public Works Administration**  
**Vaughn Sullivan, Director**  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
**R. Paul Streets, Assistant Director**  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> 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 23, 2018

Subject: Discussion and consideration of designating an approximately 9 acre area of SCIP Recreational Trail located at 7250 N.G. 23<sup>rd</sup> as a Monarch butterfly preserve.

The monarch migration is one of nature's most spectacular events. Much as birds migrate to take advantage of resources available across a large landscape, North American monarchs travel up to an astonishing 3,000 miles in an annual migration from their summer breeding habitat to overwintering grounds. During the summer breeding season, eastern monarchs spread across the eastern U.S. and into southern Canada, laying eggs on milkweed plants. Western monarchs make use of milkweeds across the western states and into southwestern Canada.

In recent years the Monarch butterfly population has fallen over 90 percent. Herbicide and pesticide applications have slowly destroyed the existence of Milkweed wildflowers across the migrating Monarchs breeding grounds in the plains states. Organizations and property owners are being sought to take part in reestablishing natural habitats for the migrating Monarchs.

This effort to reestablish natural Monarch habitats is being sponsored nationwide by the National Recreation Parks Association, Monarch Joint Venture and a host of cooperate sponsors. The Midwest City Parks and Recreation department is seeking permission to establish such a wildflower habitat on approximately 9 acres of floodway land located in the SCIP Recreation Trail Park (see map attached). Special blends of wild flower Milkweed seed will be procured using grant funds. City crews will prepare the site and plant the seed. Once established, there will be very little maintenance required for the preserve.

The Midwest City Park Board unanimously approved the SCIP Monarch preserve at its October 18<sup>th</sup> meeting and Staff recommends approval.

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Vaughn Sullivan  
Public Works Director

Attachment: SCIP Monarch preserve map

# SCIP Recreational Trail Monarch Preserve



**1 in = 400 ft**

when printed actual size  
on 11"x17" paper

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



# *The City of Midwest City*

## *NEIGHBORHOODS IN ACTION*

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1124 N. DOUGLAS BLVD. \* MIDWEST CITY, OKLAHOMA,  
73130 \* (405) 736-1973 \* FAX \* (405) 869-9289

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: January 23, 2018

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$8, 000 for fiscal year 2017/2018 with Jay D. Collins to establish the terms and condition under which he shall serve as the Volunteer Income Tax Assistance Center Coordinator.

Jay D. Collins, VITA Center Coordinator, would like to partner with the City of Midwest City for the City to provide the facility for the Volunteer Income Tax Assistance Program to provide oversight of tax preparation to community residents each Tuesday and Thursday between the hours 1:00 p.m. and 7:00 p.m. at the City of Midwest City Community Center.

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with tax preparation to community residents.

Staff recommends approval.

Tom Bridgett  
Neighborhoods in Action Coordinator

Attachment (1)

**CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is made and entered into the 8th day of January 2018, by and between the City of Midwest City (the City) and Jay Dee Collins, who agree to the following:

1. For the duration of this agreement, Mr. Collins shall serve as the City’s VITA (Volunteer Income Tax Assistance) Center Coordinator, with the primary responsibility for coordination and training of volunteers, oversight of tax preparation, reviewing and revising returns, e-filing all prepared returns, trouble shooting, contacting tax payers as necessary, compiling and submitting all required reports as well as day to day operations of the VITA center. Mr. Collins shall provide the City proof of site coordinator training completion and IRS certification to the highest level available. During the term of this agreement, Mr. Collins agrees to represent the City in all such matters. The City agrees to pay Mr. Collins the sum of \$20.00 per hour as consideration for said representation.
2. Jay Dee Collins, for the duration of this agreement, shall be and is considered an independent contractor and, as such, no benefit of city employment, such as medical insurance, vacation leave, sick leave, mileage, retirement benefits or any other benefits provided to its employees by the city, will be extended to Mr. Collins.
3. The term of this agreement shall extend from January 8th, 2018 through April 30, 2018.
4. Projected hours of work shall be as follows:

January 8, 2018 through April 30, 2018:	16-24 hours/week
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During the term of this contract, Mr. Collins total wages are not to exceed \$8,000.00.

City of Midwest City

Volunteer Income Tax Assistance

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Matthew D. Dukes II, Mayor  
City of Midwest City  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Phone: (405) 739-1204

---

Jay Dee Collins  
721 S. Margene Road  
Midwest City, OK. 73130  
Phone: (405) 831-3153

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT -  
ENGINEERING DIVISION

ENGINEERING DIVISION  
Patrick Menefee, City Engineer

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

---

TO : Honorable Mayor and City Council

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

DATE : January 23, 2018

SUBJECT : Discussion and consideration of accepting a grant of Permanent Easement from Sooner Rose L.L.C., across a parcel of land located within the corporate boundaries of Midwest City in Block One (1) Lot Five (5) of Sooner Rose Addition to the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

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The easement is needed in connection with a waterline relocation project in the 5600 block of SE 15th Street.




Staff recommends approval.

Patrick Menefee, P.E.  
City Engineer

Attachments



Legend

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

1: 2,257



0.1 0 0.04 0.1 Miles

Notes

Enter Map Description

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That **SOONER ROSE LLC, an Oklahoma limited liability company** ("Grantor"), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

SEE ATTACHED 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, replace, construct, reconstruct, change, operate, use and/or build waterlines upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

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

WITNESS the hands of the parties this 10<sup>th</sup> day of January, 2018.

SOONER ROSE LLC  
By: [Signature]  
Bob Stearns, Manager

STATE OF Oklahoma )  
COUNTY OF Oklahoma )ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this day, personally appeared Bob Stearns, Manager of Sooner Rose LLC, an Oklahoma limited liability company, known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of the limited liability company for the uses and purposes herein set forth.

WITNESS, my hand and seal this 10<sup>th</sup> day of January, 2018.

My Commission No: 1114/2019  
My Commission expires: 11000441



Approved by City Attorney \_\_\_\_\_ Date: \_\_\_\_\_  
Approved by City Council \_\_\_\_\_ Date: \_\_\_\_\_



EXHIBIT "A"  
(1 of 2)

LOT 5, BLOCK 1, SOONER ROSE ADDITION  
UTILITY EASEMENT

Lot 5, Block 1, SOONER ROSE ADDITION, a Planned Unit Development to the City of Midwest City, Oklahoma County, Oklahoma, according to the plat thereof recorded in Book 75 of Plats, Page 12, Oklahoma County records.

Said tract of land being described by metes and bounds as follows:

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

BEGINNING at the southeast corner of the said Lot 5, Block 1;

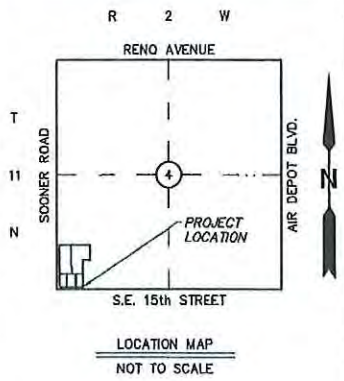
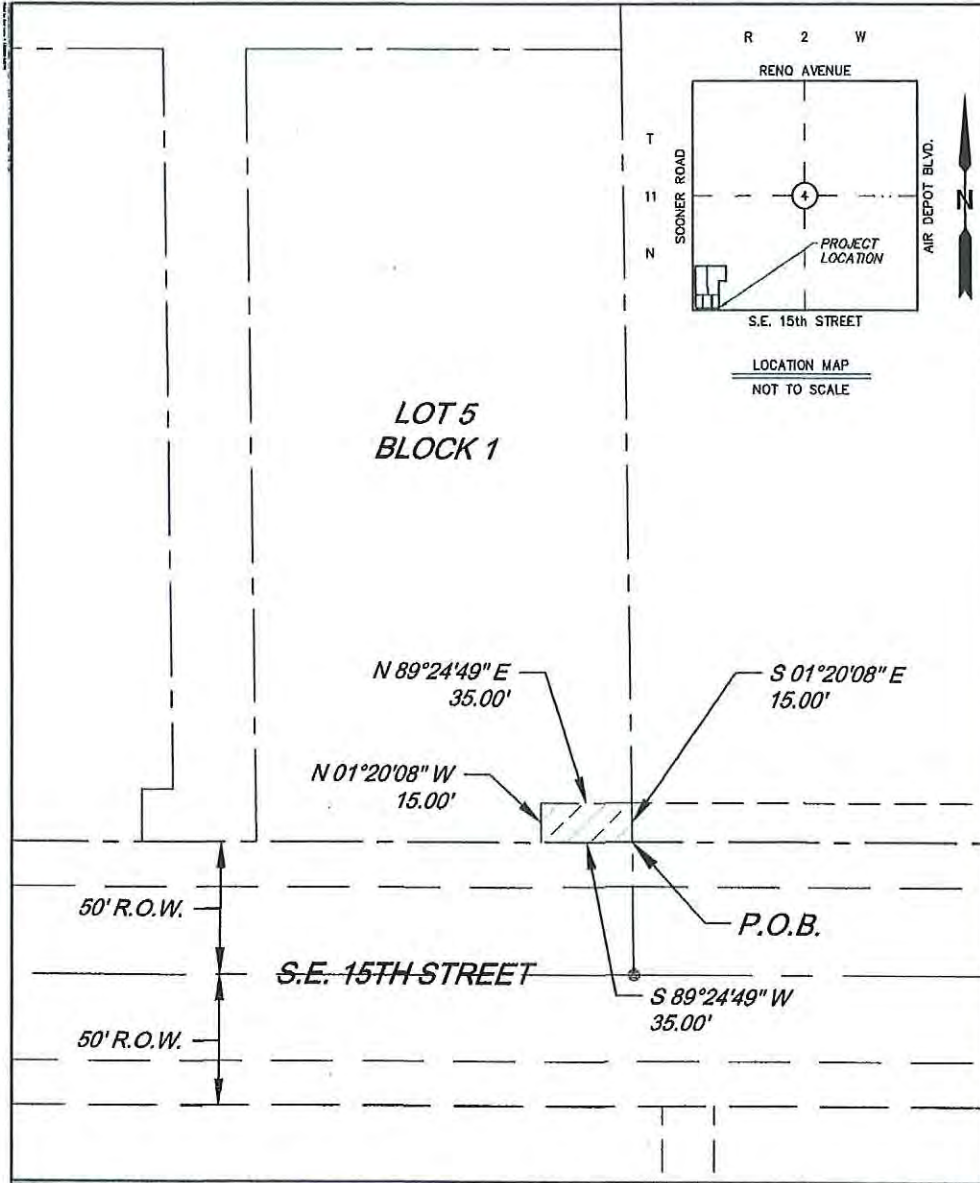
THENCE South 89°24'49" West, along the north right-of-way line of South East 15<sup>th</sup> Street, a distance of 35.00 feet;


THENCE North 01°20'38" West, parallel with the east line of said Lot 5, Block 1, a distance of 15.00 feet;

THENCE North 89°24'49" East, to a point on the east line of said Lot 5, Block 1, a distance of 35.00 feet;

THENCE South 01°20'38" East, along the east side of said Lot 5, Block 1, a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract of land containing 524.954 square feet or 0.0121 acres more or less.



<p><b>SMC</b> SMC Consulting Engineers, P.C. 815 West Main - Oklahoma City, OK 73106 PH: 405-232-7715 Fax: 405-232-7859</p>	<p>SOONER ROSE ADDITION LOT 5, BLOCK 1 SOONER ROAD &amp; S.E. 15TH STREET MIDWEST CITY, OKLAHOMA</p>	<p>15 FT. UTILITY EASEMENT <b>EXHIBIT A</b> (2 of 2)</p>	 NOT TO SCALE
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The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT -  
ENGINEERING DIVISION

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

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
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 23rd, 2018

Subject: Discussion and consideration of approving and entering into a engineering contract funding agreement for Federal-aid Project Number STPG -255F (336) AG, State Job Number 31475(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$200,000.00 for the City Wide Striping and Pavement Marking Project.

The federal funds were granted through the ACOG STP-UZA funding program for federal fiscal year 2018. The project will re-mark paving lane striping throughout several areas of the city. The preliminary estimate for the project cost is \$200,000.00. This project will be funded by 100% federal funds. The city will not be required to contribute local funds to the project.

Staff recommends approval.

Patrick Menefee, P.E.,  
City Engineer

Attachments

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

**Make check PAYABLE, and MAIL TO:**

**Oklahoma Department of Transportation  
Comptroller Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204**

To: The City of Midwest City

Department Invoice No 31475(04)  
January 16, 2018

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Federal Amt.	Total Amt.
CITY STREET	04	OK	31475(04)	STPG -255F (336) AG	STRIPING & PAVEMENT MARKING	STRIPING & PAVEMENT MARKINGS CITY WIDE IN MIDWEST CITY**AUTH** (DEL FR 01-18, ADD TO 02-18; AS PER C MEISENBURG)	2018	\$200,000	<b>\$200,000</b>

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Cost including Inspection Cost:			\$ 200,000.00
Less Federal Share			(\$ 200,000.00)
Less Sponsor Initial Deposit			(\$0.00)
Local Share Due			<u>\$ 000,000.00</u>
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 000,000.00</b>

Distribution:

City  
Remit with Payment  
Division Project File  
Comptroller Division

**CONSTRUCTION FUNDING AGREEMENT  
 BETWEEN  
 THE CITY OF MIDWEST CITY  
 AND  
 THE OKLAHOMA DEPARTMENT OF TRANSPORTATION  
 FOR CONSTRUCTION SERVICES INVOLVING  
 STRIPING & PAVEMENT MARKINGS CITY OF MIDWEST CITY  
 CONSTRUCTION JP# 31475(04)**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of MIDWEST CITY, hereinafter referred to as the “SPONSOR,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to witness:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Federal Amt.	Total Amt.
CITY STREET	04	OK	31475(04)	STPG -255F (336) AG	STRIPING & PAVEMENT MARKING	STRIPING & PAVEMENT MARKINGS CITY WIDE IN MIDWEST CITY**AUTH** (DEL FR 01-18, ADD TO 02-18; AS PER C MEISENBURG)	2018	\$200,000	<b>\$200,000</b>

**WITNESSETH**

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the SPONSOR has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the SPONSOR assume certain financial responsibilities; and,

**WHEREAS**, the SPONSOR is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the SPONSOR and its ability to ensure financial obligations; and,

**WHEREAS**, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the SPONSOR, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of SPONSOR funds in the future will be limited to appropriations and available ~~revenues~~-funds in the then current SPONSOR fiscal year.

**NOW THEREFORE**, subject to the limitations hereinbefore described, the Department and the SPONSOR do agree as follows:

1. The SPONSOR requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the SPONSOR and ~~described~~ **described as follows:**

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Federal Amt.	Total Amt.
CITY STREET	04	OK	31475(04)	STPG -255F (336) AG	STRIPING & PAVEMENT MARKING	STRIPING & PAVEMENT MARKINGS CITY WIDE IN MIDWEST CITY**AUTH** (DEL FR 01-18, ADD TO 02-18; AS PER C MEISENBURG)	2018	\$200,000	<b>\$200,000</b>

2. The SPONSOR shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The SPONSOR agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4. A. The SPONSOR shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT’s FHWA’s Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Act Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the SPONSOR shall, at its sole expense, maintain the project after construction;
- B. The SPONSOR shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

- C. The SPONSOR shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
  2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
  3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the SPONSOR if the project is located on the State Highway System.
- D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the SPONSOR will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The SPONSOR agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma SPONSOR, Oklahoma 73105.
5. The SPONSOR agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the SPONSOR for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the SPONSOR affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the SPONSOR's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
  6. A. The SPONSOR certifies that the project design plans shall comply, and the Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The SPONSOR shall be

exclusively responsible for integrated ADA compliance planning for all SPONSOR streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the SPONSOR shall be included in the SPONSOR's comprehensive compliance plans.

- B. The SPONSOR agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).
8. The SPONSOR agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
- A. Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and SPONSOR owned property when required, and other rights-of-way shown on said plans.
- B. Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- C. The SPONSOR shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown. The SPONSOR's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this contract with the Department in compliance with State and federal regulations.



- limits of approved by
- D. To prohibit parking on that portion of the project within the corporate the SPONSOR, except as may be indicated in the plans or hereafter agreement with the Department. The SPONSOR further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- E. Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- F. Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- G. The SPONSOR shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The SPONSOR further agrees and warrants to the Department that, subsequent to the construction of said project, the SPONSOR will:
- A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
- 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the SPONSOR to any other point other than that which is approved by the Department prior to such removal.
  - 2) In the event there is no mutually agreed location for the reinstallation, the SPONSOR will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - a) In the event SPONSOR desires total ownership of the equipment, the SPONSOR shall reimburse the Department the original federal funding percentage share for the original equipment cost

only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.

- b) In the event the SPONSOR does not desire total ownership of the equipment, the SPONSOR shall sell the equipment at public auction to the highest bidder. The SPONSOR shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- B. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns a only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the SPONSOR to notify the Department of any changes necessary to ensure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the SPONSOR, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- H. For any portion of the project encompassed under this agreement that is part of the State Highway System, the SPONSOR shall maintain all that part of said project within the corporate limits of the SPONSOR between the gutter lines and the right-of- way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- I. On limited access highways where county roads or SPONSOR streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
- (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the SPONSOR or county and shall be included in their roadway mileage inventory.
  - (2) Where county roads or SPONSOR streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the SPONSOR or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - (3) Where county roads or SPONSOR streets extend under the highway, the roadway approaches and advance signing shall be maintained by the SPONSOR or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
10. The SPONSOR further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- A. The SPONSOR will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - B. Upon completion of the construction of said project, the SPONSOR will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
  - C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the SPONSOR.
  - D. The SPONSOR agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
  - E. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities

installed hereunder shall not be removed by the SPONSOR to any point other than which is approved by the Department prior to such removal.

- F. In the event there is no mutually agreed location for reinstallation, the SPONSOR will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the SPONSOR desires total ownership of the equipment, the SPONSOR shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - 2) In the event the SPONSOR does not desire total ownership of the equipment, the SPONSOR shall sell the equipment at public auction to the highest bidder. The SPONSOR shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The SPONSOR agrees, affirms and warrants to the Department that the SPONSOR will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
  12. The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."
  13. The SPONSOR agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
  14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the SPONSOR shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the SPONSOR or the Department arising from the SPONSOR's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the SPONSOR Street System within the corporate limits of the SPONSOR. Provided, nothing herein shall require the SPONSOR to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may

be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by SPONSOR. No liability shall attach to the Department except as expressly provided herein.

15. Based on an estimated total construction cost including construction inspection cost of *Two-Hundred -Thousand-Dollars (\$200,000.00)*, it is agreed the project referenced above will be financed as follows:‡

Federal STP funds shall be used to finance a capped amount of the federally participating construction costs of *Two- Hundred -Thousand-Dollars (\$200,000.00)*.

SPONSOR funds provided by the SPONSOR shall be provided to finance the balance of the eligible participating project construction costs, estimated at *Zero-Dollars (\$0.00)*. The SPONSOR shall also provide 100% of any federally non-participating costs, estimated at *Zero-Dollars (\$0.00)*. Total SPONSOR funds are currently estimated at *Zero-Dollars (\$0.00)*. The estimated SPONSOR funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.

16. A. It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
- B. The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- C. The SPONSOR will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the SPONSOR will be deducted from the total cost and a refund will be made by the Department to the SPONSOR or additional funding will be requested from the SPONSOR. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

17. It is understood by the SPONSOR that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the SPONSOR. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the SPONSOR, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the SPONSOR, provided that upon consultation with and agreement by the SPONSOR, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The SPONSOR shall have inspectors on the project site as the SPONSOR determines necessary to ensure construction of the project to the satisfaction of the SPONSOR and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the SPONSOR's approved plans and specifications.
20. The SPONSOR agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the SPONSOR to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the SPONSOR for its adjudged failure.
21. Failure by the SPONSOR to fulfill its responsibilities under this Agreement will disqualify the SPONSOR from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the SPONSOR and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the SPONSOR and the Department of this project, the SPONSOR does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The SPONSOR does not waive any rights against any

contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The SPONSOR does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.

23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
  - B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
  - C. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
  - D. The Secretary determines that such termination is in the best interest of the State.

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**IN WITNESS WHEREOF**, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the SPONSOR has executed same pursuant to authority prescribed by law for the SPONSOR.

The SPONSOR, on this \_\_\_\_\_ of \_\_\_\_\_, 2012\_\_, and the Department on the \_\_\_\_\_ day of \_\_\_\_\_, 2012\_\_.

The City of Midwest City,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

\_\_\_\_\_  
Director of Capital Programs

\_\_\_\_\_  
APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
APPROVED

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General Counsel

---

Deputy Director



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT -  
ENGINEERING DIVISION

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

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
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 23<sup>rd</sup>, 2018

SUBJECT : Discussion and consideration of a resolution requesting land from Oklahoma County for the purposes of future trail and infrastructure projects.

Staff has identified land north of N.E. 23<sup>rd</sup> Street and Air Depot Blvd. as an area for future expansion of the unpaved and paved trails as well as future water and sewer infrastructure needs. In pursuit of expanding the existing SCIP Recreational Trail network, staff approached Oklahoma County in efforts to obtain access to the land. As discussions moved forward, Oklahoma County preferred to deed the parcel outright and avoid being involved with the future trail or public access. Oklahoma County requires a letter or resolution from Midwest City Council formally requesting the land. The 29.77 acres of land is covered by the Crutch Creek floodway and cannot be used for any development. However, it is ideally suited for recreation and to augment future needs of our water and sewer systems as it is a contiguous corridor in anticipation of future utility extensions.

The expansion of the SCIP Recreational Trail system is identified as a future paved trail in the Trail Master Plan ultimately connecting the future Soldier Creek and Crutch Creek Trails to the Oklahoma River System.

If the land is acquired, staff plans to pursue a grant for the expansion of the SCIP Recreational Trail system. The trail will cross beneath N.E. 23<sup>rd</sup> utilizing the existing Crutch Creek Bridge allowing safe passage and avoiding vehicle and traffic conflicts. Lighting and other amenities will be required to alleviate safety and maintenance concerns.

Action is at the discretion of the Council.

Billy Harless, AICP  
Community Development Director

Attachment

**RESOLUTION NO. \_\_\_\_\_**

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

THAT, WHEREAS it is in the best interest of the City of Midwest City, Oklahoma, to acquire the parcel owned by Oklahoma County shown in the exhibit, located on the NE Corner of Air Depot Boulevard and NE 23<sup>rd</sup> Street, for the purpose of future recreational opportunities and other public interests;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described request on behalf of the City of Midwest City, and duly signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF MIDWEST CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
City Attorney



Proposed Crossing  
East end of Crutch Creek Bridge

**Parcel in Question**

S.W. Corner of the  
S.W. 1/4 of Section 22,  
Township 12 North, Range 2 West I.M




**Soldier Creek Industrial Park**



1 inch = 200 feet



**MAP KEY**

-  PH I: HIGH PRIORITY/READY FOR CONSTRUCTION
-  PH II: HIGH PRIORITY TRAIL/SOME CHALLENGES REMAIN
-  PH III: LOWER PRIORITY TRAILS AND/OR SOME PLANNING REQUIRED

Trail that would benefit from acquiring parcel

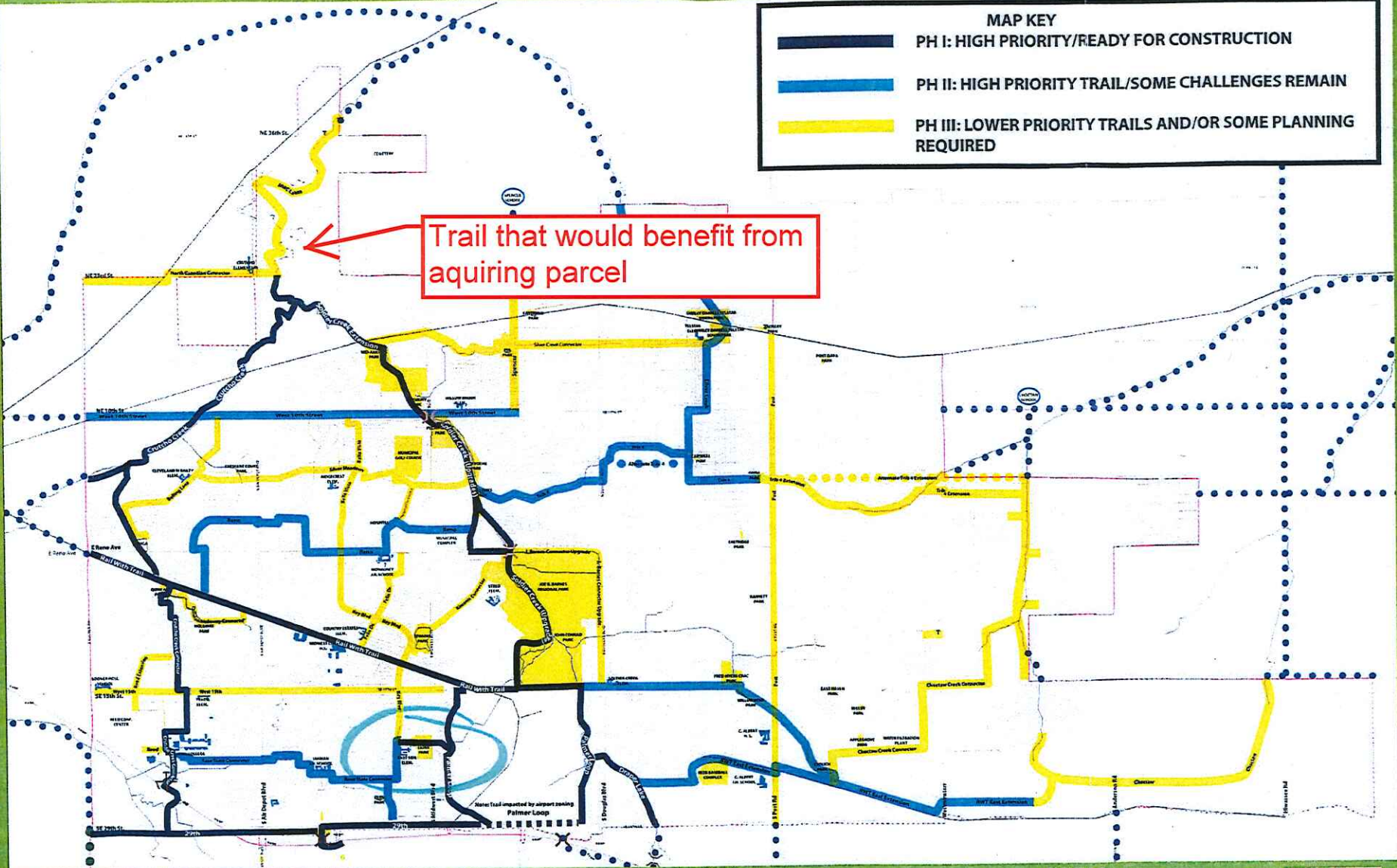


FIGURE 9  
TRAIL IMPLEMENTATION MAP





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 23rd, 2018

Subject: Discussion and consideration of entering into and approving an amendment to the Agreement for Professional Engineering Services with Cowan Group Engineering in the amount of \$9,600 for the preparation of engineered construction plans for the Mid American Trail pedestrian bridge.

The accompanying proposed amendment to the design contract is for additional engineering services needed to modify the engineered construction plans for the Mid American Trail pedestrian bridge. Additional structural design work became necessary as the project's proposed costs came clearer. The current proposed bridge's abutments, piers, decking, etc. is projecting to be too expensive to fit the Mid American Trail's budget. Proposed changes will bring the project back into budget, but will require more design work. This amendment provides for the additional design. The proposal increases the total contract from \$11,000 to \$20,600. The funds for this amendment will be appropriated out of the Projects Approved by Council, Mid America Park Trail, capital outlay line item in the 157 Capital Improvements Fund.

Staff recommends entering into the revised agreement.

Patrick Menefee, P.E.  
City Engineer



**AMENDMENT NO. 1**

to

**AGREEMENT  
FOR  
ENGINEERING SERVICES**

(Mid-American Trail Bridge)

THIS **AMENDMENT NO. 1**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between City of Midwest City, hereinafter referred to as Owner, and Cowan Group Engineering, LLC, hereinafter referred to as Engineer, said parties being the same who executed the original Agreement for Engineering Services, dated the 27th day of January 2017.

**WITNESSETH:**

WHEREAS, Owner requires certain engineering services outside the Basic Scope of Services stated in the agreement dated the 27<sup>th</sup> day of January 2017; and

WHEREAS, Engineer is prepared to provide said additional services;

NOW THEREFORE, Engineer and Owner agree to amend certain items of the original Agreement as follows:

**1. Add to the BASIC SCOPE OF SERVICES section as shown below:**

**Task 2 – Amendment No. 1:**

The scope of Task 2 is revising the construction plans, per the Owner's request, for the bridge deck elevation and the abutment design for the Pedestrian Bridge on the Mid-American Trail over Soldier Creek Tributary. The Owner has requested to lower the bridge deck to the top of creek bank elevation (approximately 1169'). Basic scope of services includes:

- Lower pedestrian bridge deck and abutment elevation to the top of creek bank (approx. 1169')
- Revise pedestrian bridge alignment crossing the creek (See Attachment "A")
- Coordinate with RL Shears for revised trail alignment and vertical profile (approximately Station 21+00 to 25+00)
- Revise the plan sheets for the Pedestrian Bridge GP&E, Bridge Details, Bridge Abutment Details and Notes
- Revise structural calculations for bridge design (as required)
- Prepare Final Cost Estimate for Bidding

**2. Replace the BASE CONTRACT FEE STRUCTURE section as shown below:**

ITEM	DESCRIPTION		FEE
	<b>Basic Scope of Services</b>		
1	Pedestrian Bridge	LSUM	11,000
2	Amendment No. 1	LSUM	9,600
		Total:	\$20,600

**3. Replace in the COMPENSATION section as shown below:**

For BASIC CONTRACT engineering design services performed under this agreement, the Owner shall pay the Engineer **a lump sum fee amount of \$20,600** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice.

**4. Amend the ATTACHMENTS section as shown below:**

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Site Location
- **Attachment "B"** – CGE 2017 Hourly Rate Schedule

**5. Add the TERMS AND CONDITIONS section as shown below following the ATTACHMENTS:**

**TERMS AND CONDITIONS**

- See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms-conditions>

All other particulars stated by the original Agreement and not specifically referenced by this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, the Owner and Engineer have executed this Amendment No. 1 indicated by their signature below, said Amendment No. 1 being effective on the date stated above.

City of Midwest City - Owner \_\_\_\_\_

Cowan Group Engineering, LLC - Engineer \_\_\_\_\_

By \_\_\_\_\_

By Jeff Cowan \_\_\_\_\_

Title \_\_\_\_\_

Title CEO \_\_\_\_\_

Date \_\_\_\_\_

Date 12/18/17 \_\_\_\_\_

**\* TASK 2 - AMENDMENT NO. 1 SHALL BE COMPLETED WITHIN 21 DAYS OF THE CITY'S NOTICE TO PROCEED OF THE APPROVED AMENDMENT NO.1. SKF 1-8-18**



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, Director

DATE : January 23, 2018

SUBJECT : Discussion and consideration of reappointing Allen Clark and Charlie Hartley to the Builders Advisory Board for additional three-year terms.

The term of Allen Clark expires January 23, 2018, and the term of Charlie Hartley expires on February 13, 2018. Both wish to be considered for reappointment.

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

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

Tom Jordan (expires 3-12-19)  
Jim Campbell (expires 5-8-18)  
Allen Clark (expires 1-23-18)  
Mike Castleberry (expires 5-23-20)  
Jim McWhirter (expires 3-12-19)  
Todd Isaac (expires 5-23-20)  
Charlie Hartley (expires 2-13-18)

Action is at the discretion of the Council.

Billy Harless, AICP  
Community Development Director

BH:lkf



**Public Works Administration**  
**Vaughn Sullivan, Director**  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
**R. Paul Streets, Assistant Director**  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> 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 23, 2018

Subject: Discussion and consideration of appointing Adrian Aires to the Midwest City Park and Recreation Board for a three-year term ending on January 12, 2021 (This item was continued from the January 9, 2018 meeting).

---

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Public Works Director



DISCUSSION ITEMS





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 23, 2018

**Subject:** (PC – 1929) Discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

**Executive Summary:**

This application is a revision of the preliminary plat for the Turtlewood Addition. About half of the entire area has been developed, with additional development planned for the west side of the total area. This revision is due to the circulation pattern being modified from the previous preliminary plat. As the original plat was heard under the previous Subdivision Regulations, this application will be heard in accordance with those regulations as well. The installation of public water, sewer and streets and sidewalks is a requirement throughout the remaining undeveloped area within this preliminary plat. This item was continued from the November 28, 2017 City Council meeting due to drainage concerns from the property owners west of the site. Staff has worked with the engineer and adjacent property owners to resolve the concerns. While progress has been made, as of this writing, staff has not been provided with the information necessary to make an informed recommendation as to whether or not the proposed improvements will alleviate the drainage problems experienced by the adjacent neighbors. If additional information is received prior to the January 23 meeting, staff will update the Council.



**Dates of Hearing:**

Planning Commission –  
November 7, 2017  
City Council – November 28,  
2017, January 23, 2018

**Owner:** Shaz Investment, Inc.

**Engineer:** SMC Consulting  
Engineers – Chris Anderson

**Proposed Use:** 213 single  
family residential development

**Size:**

The area of request encompasses an area of 45.78 acres, more or less.

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential

North and West – R-6, Single Family Detached Residential

East - R-6, Single Family Detached Residential and A-1, Agriculture with a Special Use Permit

South – R6, Single Family Detached Residential, Planned Unit Development and I-2, Moderate Industrial

**Land Use:**

Area of Request – vacant

North, East and West – single family residences

South – Dolese and Vacant

**Municipal Code Citation:**

Chapter 38.81. (c) of the Municipal Code (prior to the 2012 update) 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. A revised preliminary plat may be required if changes to the final plat are considered by the director to be substantial. Changes which may be considered to be substantial include the following:

- (1) Changes in lot dimensions;
- (2) Changes resulting in higher density;
- (3) Changes in circulation network;
- (4) Changes in drainage patterns;
- (5) Change in relationship between uses of land; and
- (6) Land use in general

**History:**

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 (PC-1560) The Preliminary Plat of Turtlewood 3<sup>rd</sup> was approved.
4. May 2006 (PC-1610) The Final Plat for Turtlewood 2<sup>nd</sup> Addition was approved.
5. July 2006 (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 (PC-1701) The Final Plat for Turtlewood Section 3 was approved.
7. December 2009 (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. Nov. 7, 2017 – The Planning Commission recommended approval of this item.
10. Nov. 28, 2018 – City Council continued this item to the January 23, 2018 meeting.

**Engineering Comments:**

Water Supply and Distribution

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

Six, eight, and twelve inch public water mains are located throughout the site providing service to the final platted sections of the Turtlewood Addition.

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

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

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

Sanitary Sewer Collection and Disposal

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

Eight (8) inch public sewer main are located throughout the site providing service to the final platted sections of the Turtlewood Addition.

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

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

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

Streets and Sidewalks

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

Public local streets and sidewalks have been constructed throughout the site providing service to the final platted sections of the Turtlewood Addition.

The applicant proposes to construct multiple public local streets and sidewalks through the remaining portions of the site to provide service to the area of request.

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



Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is directed to existing detention facilities the applicant has constructed to service both the developed and proposed sections of the area of request.

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.

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

The applicant proposes to construct additional underground drainage improvements to service the area of request.

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

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

Easements and Right-of-Way

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

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

**Fire Comments:**

The Fire Marshal has reviewed this preliminary plat. The location of fire hydrants should be placed on the final plat document and must comply with Chapter 15 of the Municipal Code.

**Planning Comments:**

This item is being heard under the Subdivision Regulations prior to the 2012 update as the original and first revised preliminary plat applications were heard under those regulations.

Staff met with the applicant over the summer of 2017 to discuss moving forward to final plat further sections within the Turtlewood development. At that time, staff discovered that changes had been made to the circulation pattern from the revised preliminary plat approved in July 2006. These changes were made prior to the Final Plat of Turtlewood Section 5 being approved, however, a revised preliminary plat was not required at that time.

Changes from the first revision of the preliminary plat to the current proposal include changes in circulation. Streets that were shown on the previous preliminary plat as through streets have become dead-end streets and the location of the main street coming off SE 29<sup>th</sup> Street has been modified. In an effort to keep accurate records of development staff requested that the applicant submit a second revised preliminary plat that accurately reflects the circulation pattern.

Although the circulation pattern has been modified, the density has not been increased and the amount of park land exceeds that which was originally approved.

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.

Several residents from the Windsong Addition attended the Planning Commission meeting. They were concerned that the revised Turtlewood Preliminary Plat may proposed a connection into the Windsong Addition and of the naming of Windsong Dr. in the Turtlewood Addition. Staff explained that there is no connection proposed between the two additions. The street name of Windsong Dr. in the Turtlewood Addition was changed to Snapper Lane at the January 9, 2018 City Council meeting.

Following the continuance of the plat application, staff has met with the developer, Home Creations, and the consultant engineer, SMC Engineering, and has received the following assurances concerning the detention pond and the development. The detention pond will be expanded by multiple lots, increasing its capacity. They have agreed to move the outlet pipe for the pond to the southwest corner of the development, alongside the old rail corridor adjacent to the southern property line. The current outflow pipe will be reduced to a smaller diameter and will become a secondary discharge point. The consultant will look to eliminate it all together. Concerns regarding erosion control and trash within the site have also been discussed. Community Development staff contacted the Storm Water Department and they stated that the Turtlewood Development was in compliance with erosion control ordinances. As such, Community Development staff asked the developer that they be more vigilant concerning the site's maintenance and the trash and debris the home builders create. We also asked that they be more aware of erosion control measures on the property, making sure they are functioning properly, especially after a storm event. These modifications to the site have been discussed were discussed in City Hall with staff and the adjacent property owners on January 16, 2018 and they're in agreement in principle with the changes to the site and the detention pond. Staff has asked that the engineers from SMC provide staff with data to show that the proposed improvements will reduce or eliminate the drainage onto the adjacent property owners' property. As of this writing, staff has not been provided with this information. If this information is obtained prior to the January 23 Council meeting, staff will analyze the data and update the Council with a recommendation as to whether or not the improvements will adequately address the drainage concerns.

January 23, 2018

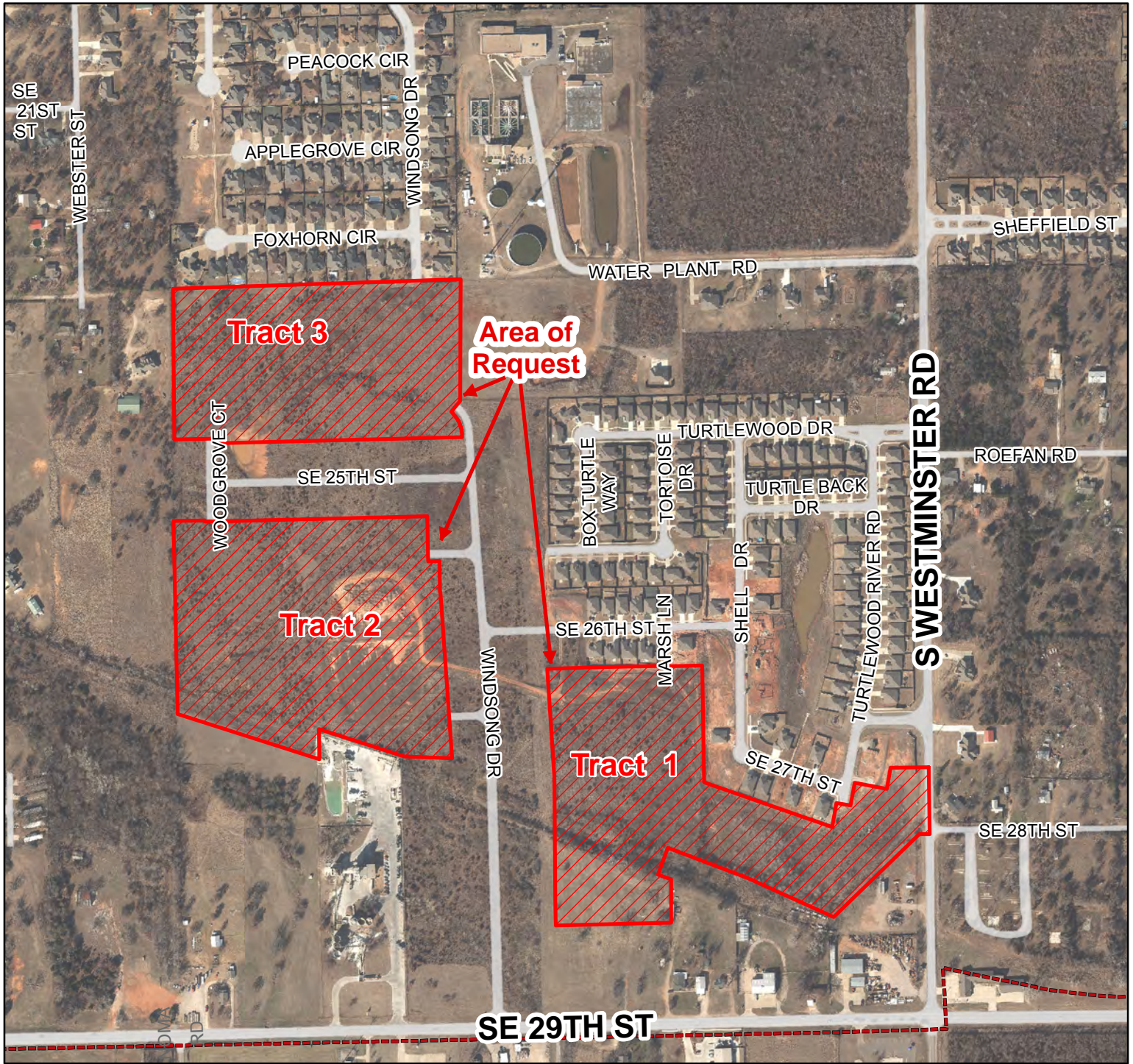
As stated above, staff has made multiple attempts to work with the developer, the developers engineer and the adjacent property owners to address the drainage concerns. Included in this report is a list of emails that have been sent regarding this item. These communications along with phone calls and on-site meetings and the meeting on January 16 have been productive in ensuring that the drainage issues will be resolved in an effective manner.

**Action Required:** Approve or reject revised Preliminary Plat of the Turtlewood Addition located on the property as noted herein, subject to the staff comments and found in the January 23, 2018 agenda packet and made a part of PC-1929 file.

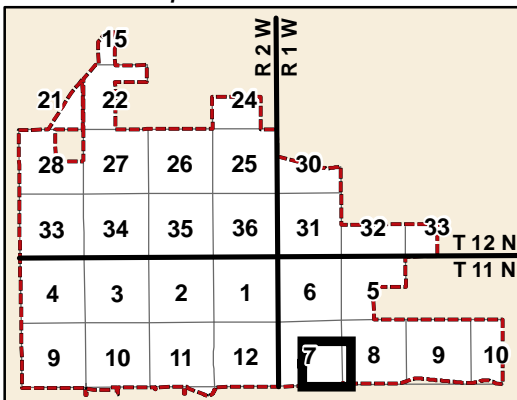
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP  
Community Development Director

KG



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1929  
(SE/4, Sec. 7, T11N, R1W)**

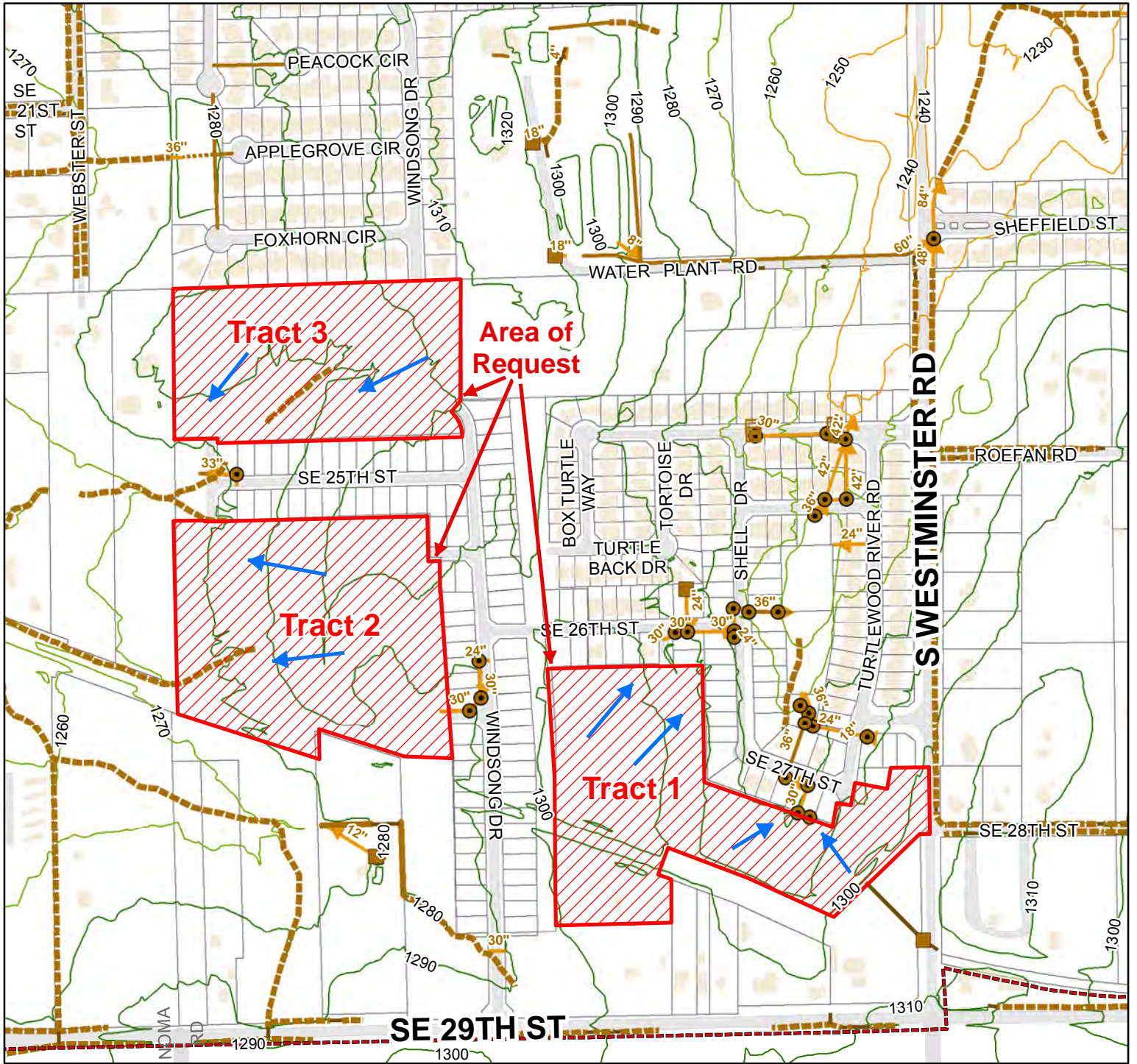


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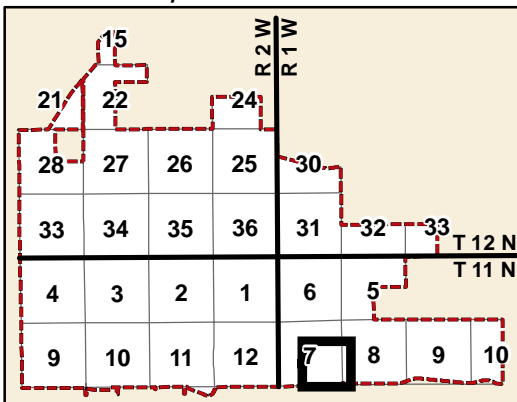


1 inch = 500 feet

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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-1929 (SE/4, Sec. 7, T11N, R1W)**

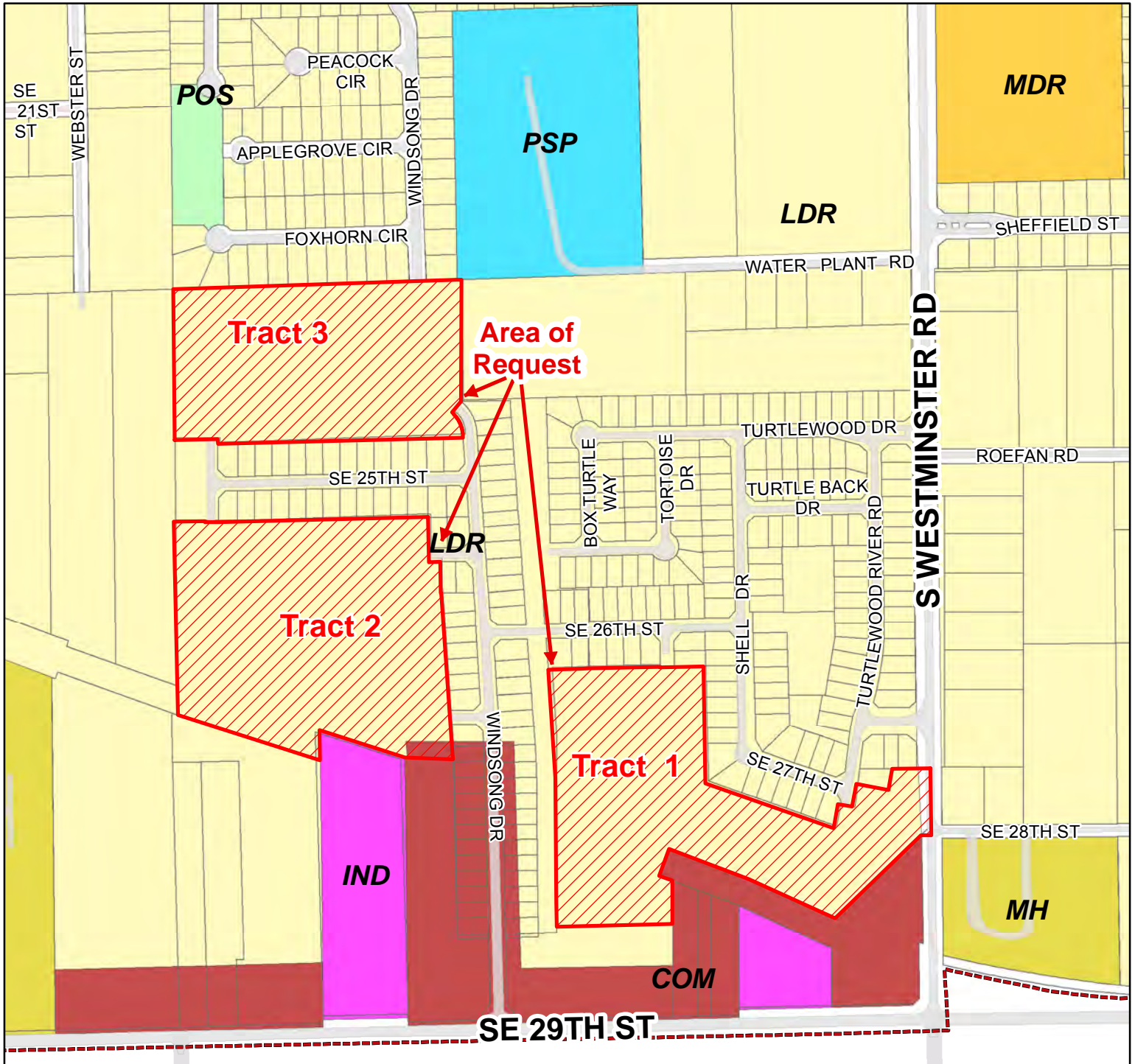


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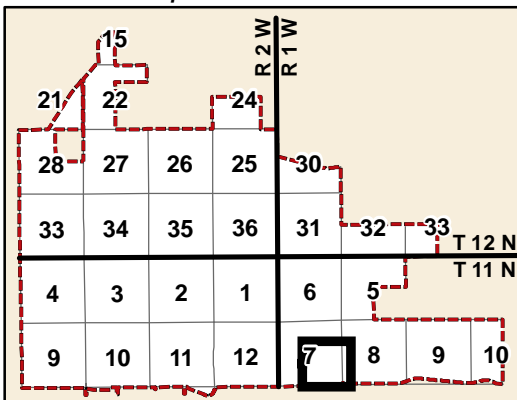


1 inch = 500 feet











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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-1929**

**(SE/4, Sec. 7, T11N, R1W)**

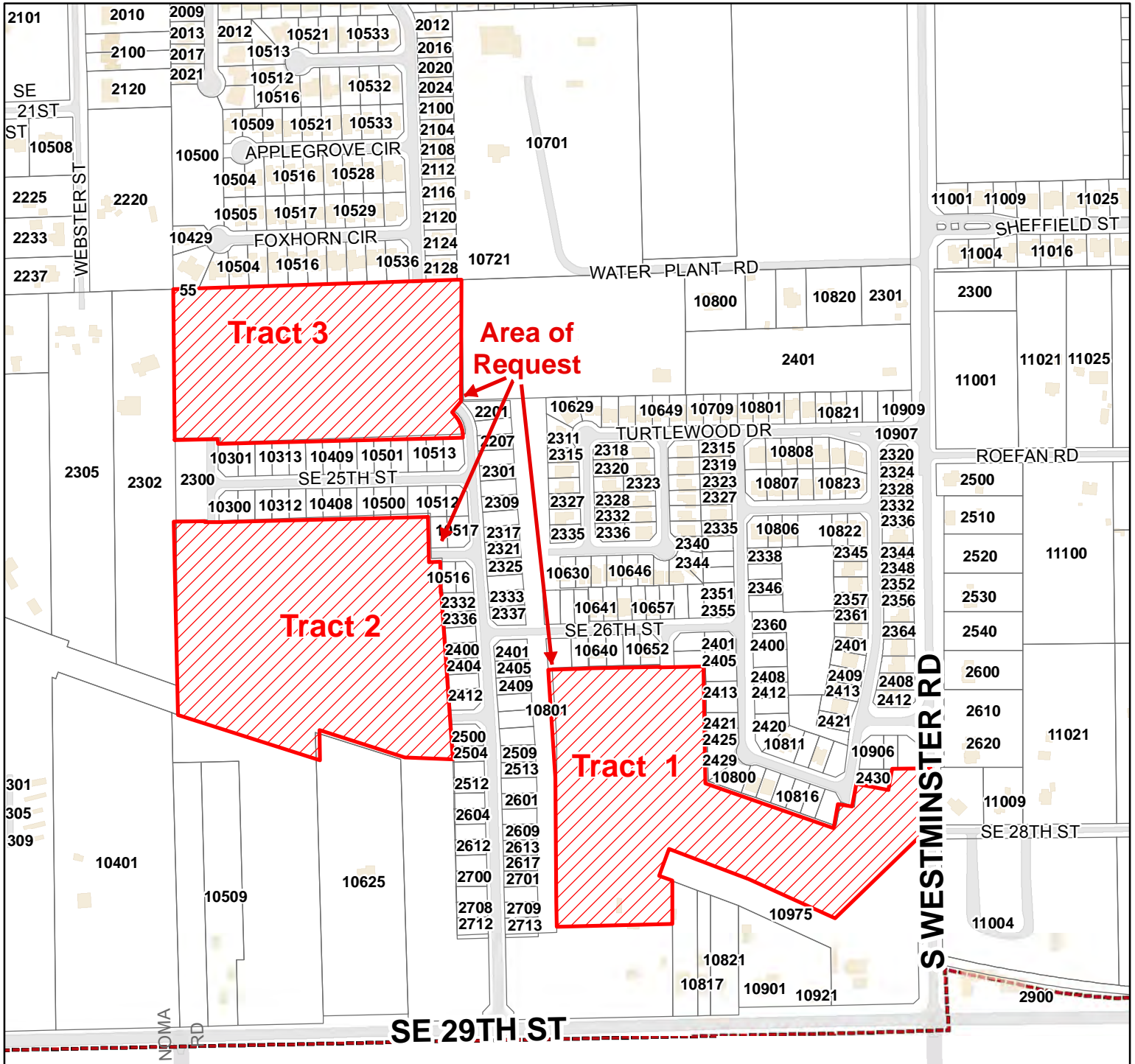


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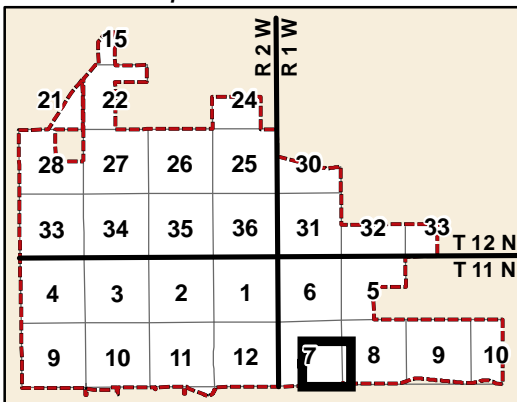


1 inch = 500 feet





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Locator Map



**General Map Legend**

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

**GENERAL MAP FOR  
PC-1929  
(SE/4, Sec. 7, T11N, R1W)**

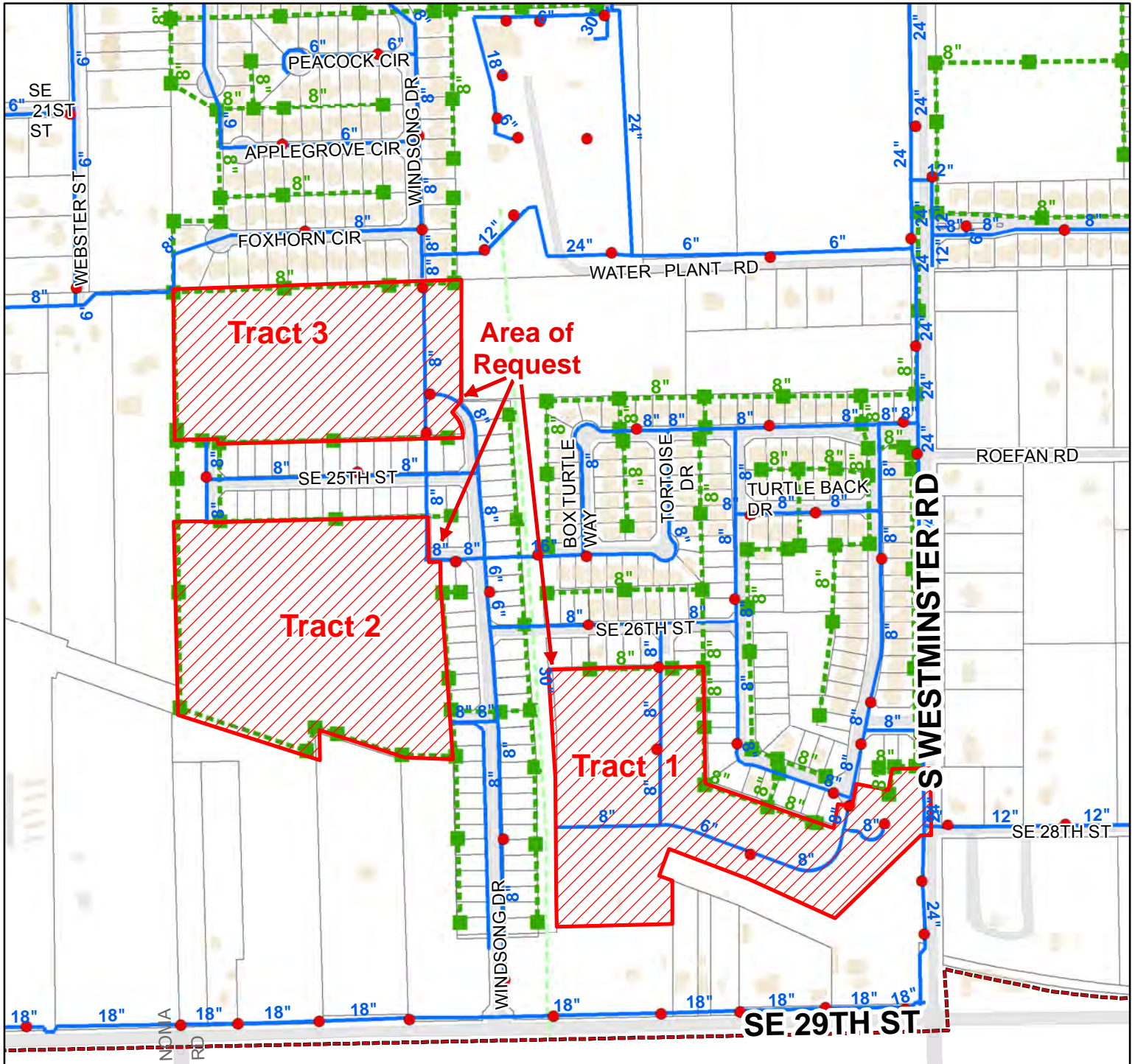


0 500 1,000 Feet

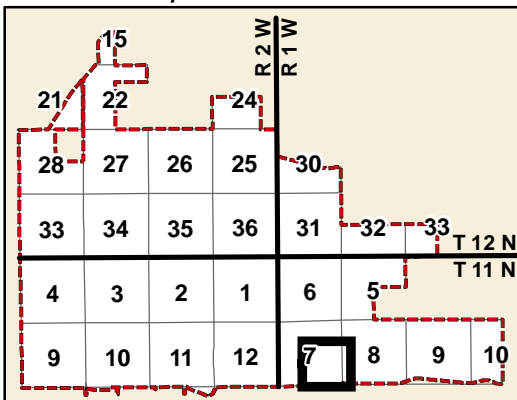


1 inch = 500 feet

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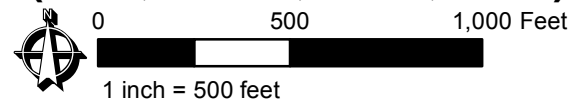
Locator Map



**Water/Sewer Legend**

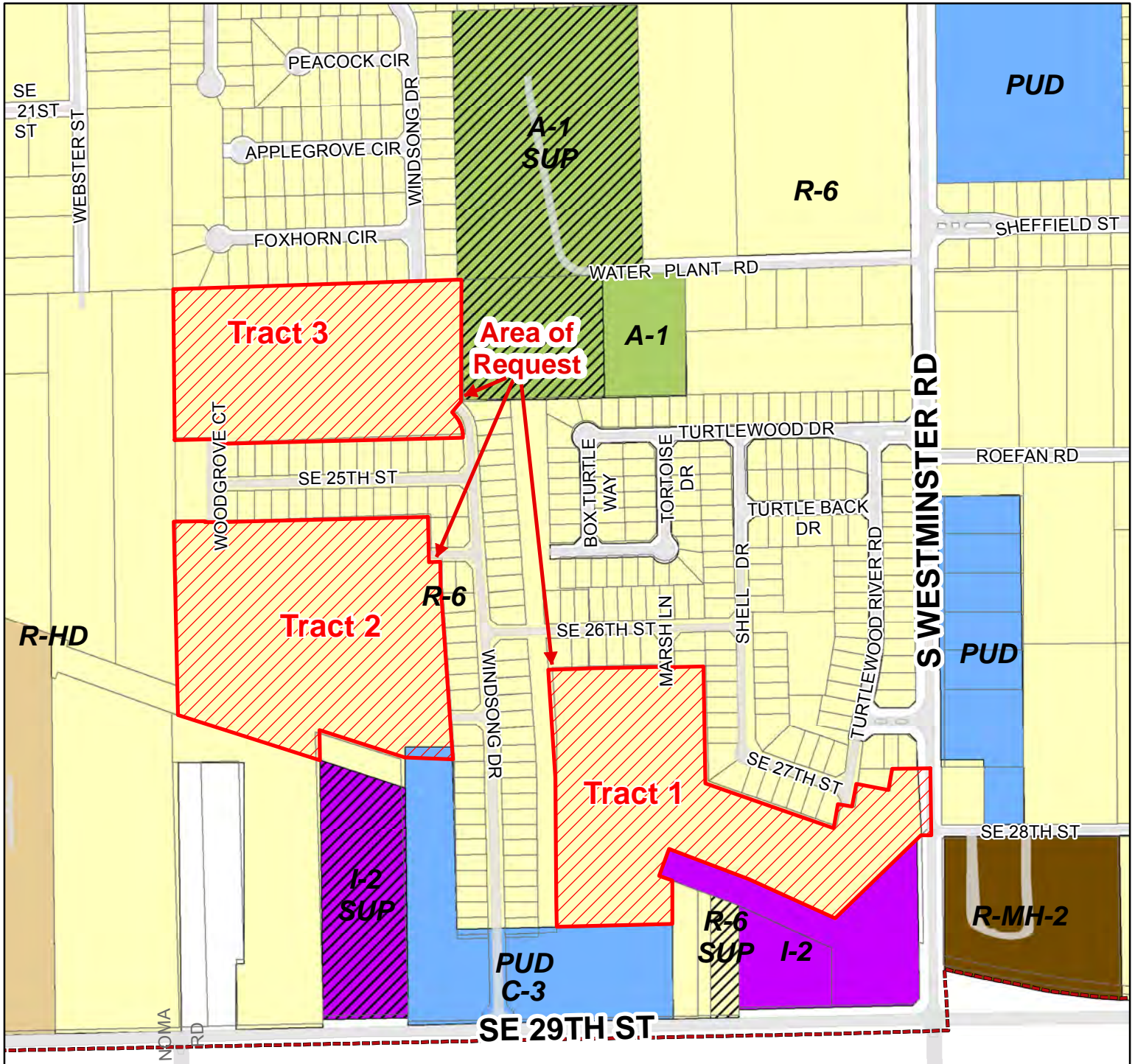
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE LOCATION MAP FOR PC-1929 (SE/4, Sec. 7, T11N, R1W)**

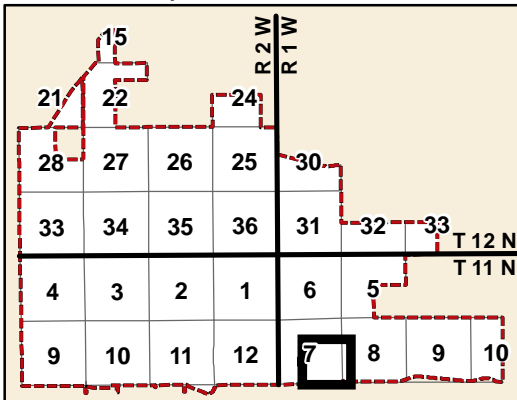


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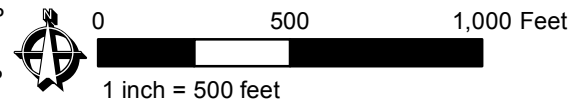
Locator Map



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-1929 (SE/4, Sec. 7, T11N, R1W)



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# REVISED PRELIMINARY PLAT TURTLEWOOD ADDITION

A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

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**OWNER / DEVELOPER**  
SHAZ INVESTMENT, INC.  
P.O. BOX 720088  
Norman, Oklahoma 73070

**ENGINEER**  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, Oklahoma 73106

### LEGAL DESCRIPTION

A tract of land in the Southeast Quarter (S.E. 1/4) 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:

#### TRACT 1

COMMENCING at the Southeast Corner of said S.E. 1/4; THENCE North 07°42'19" West along the East line of said S.E. 1/4 a distance of 718.66 feet to the POINT OF BEGINNING;

THENCE South 44°32'29" West a distance of 457.94 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 513.85 feet (said curve subtended by a chord which bears North 71°30'11" West, a distance of 129.65 feet) and an arc length of 129.65 feet; THENCE North 70°46'49" West a distance of 500.58 feet; THENCE South 07°42'19" East a distance of 286.14 feet; THENCE South 88°34'13" West a distance of 408.11 feet to POINT 'A' and a point on the East boundary line of the filed final plat of TURTLEWOOD 5th ADDITION (as filed in Book 74 of Plats, Page 34); THENCE along the boundary line of said final plat the following six (6) courses:

- 1) THENCE North 00°39'00" West a distance of 366.76 feet;
- 2) THENCE North 07°12'39" West a distance of 104.40 feet;
- 3) THENCE North 07°39'00" West a distance of 87.70 feet to a point of curvature;
- 4) THENCE around a curve to the left having a radius of 1033.00 feet (said curve subtended by a chord which bears North 02°23'00" West, a distance of 62.49 feet and an arc length of 62.50 feet);
- 5) THENCE North 07°07'00" West a distance of 322.81 feet;
- 6) THENCE North 88°35'40" East a distance of 391.13 feet to the Southeast corner of Lot 1, Block 11 of the filed final plat of TURTLEWOOD 2nd ADDITION (as filed in Book 69 of Plats, Page 57);

THENCE along the boundary line of said final plat the following eleven (11) courses:

- 1) South 00°42'19" East a distance of 8.04 feet;
- 2) North 89°17'41" East a distance of 160.00 feet;
- 3) South 02°42'19" East a distance of 408.32 feet;
- 4) South 70°46'49" East a distance of 478.83 feet;
- 5) North 10°44'13" East a distance of 86.22 feet;
- 6) South 79°15'47" East a distance of 50.00 feet;
- 7) North 17°44'13" East a distance of 81.78 feet;
- 8) South 79°15'47" East a distance of 115.00 feet;
- 9) North 10°44'13" East a distance of 77.39 feet;
- 10) North 89°17'41" East a distance of 134.43 feet;
- 11) South 00°42'19" East a distance of 177.99 feet to the POINT OF BEGINNING.

Said tract contains 16.10 acres, more or less.

And also,

#### TRACT 2

COMMENCING at said POINT 'A'; THENCE South 88°34'13" West along the South boundary line of the final plat of TURTLEWOOD 5th ADDITION a distance of 352.21 feet; THENCE North 01°25'47" West along the West boundary line of said final plat a distance of 642.48 feet to the POINT OF BEGINNING;

THENCE South 88°35'40" West a distance of 180.00 feet; THENCE North 70°46'49" West a distance of 319.25 feet; THENCE South 01°25'47" East a distance of 106.87 feet; THENCE North 70°46'49" West a distance of 528.29 feet; THENCE North 07°46'41" West a distance of 864.25 feet to POINT 'B', said point being the Southwest corner of Common Area 'C' & D/E as shown on the filed final plat of TURTLEWOOD 5th ADDITION; THENCE along the boundary line of said final plat the following nine (9) courses:

- 1) North 89°13'19" East a distance of 110.00 feet;
- 2) South 00°46'41" East a distance of 3.04 feet;
- 3) North 89°13'19" East a distance of 50.00 feet;
- 4) North 88°35'40" East a distance of 739.00 feet;
- 5) South 01°24'20" East a distance of 160.00 feet;
- 6) North 88°35'40" East a distance of 39.30 feet;
- 7) South 07°46'41" East a distance of 110.00 feet;
- 8) North 88°35'40" East a distance of 1.33 feet;
- 9) South 07°07'00" East a distance of 581.84 feet to the POINT OF BEGINNING.

Said tract contains 16.97 acres, more or less.

And also,

#### TRACT 3

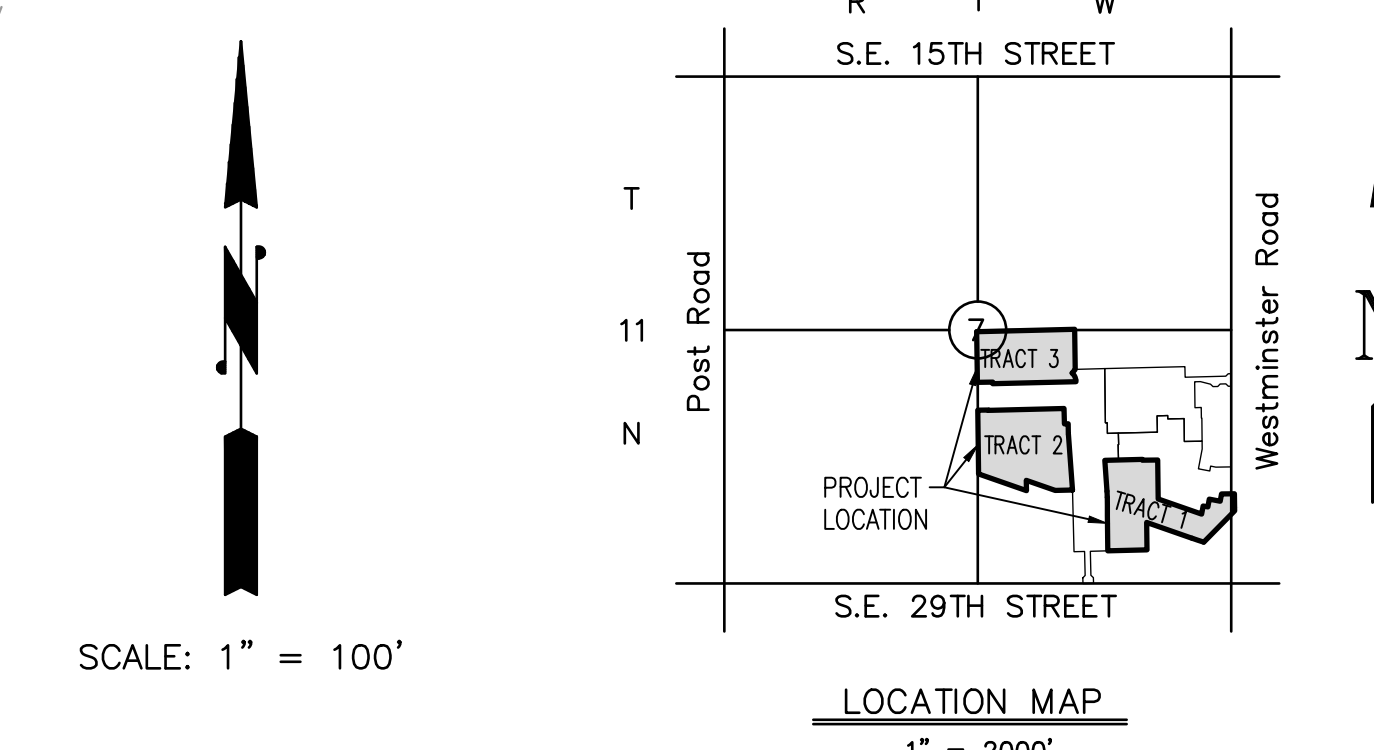
COMMENCING at said POINT 'B'; THENCE North 07°46'41" West a distance of 290.00 feet to the Northwest corner of said Common Area 'C' and D/E and the POINT OF BEGINNING;

THENCE continuing North 07°46'41" West a distance of 527.62 feet; THENCE North 88°35'40" East a distance of 102.26 feet; THENCE South 07°42'19" East a distance of 417.40 feet to a point on the boundary line of the filed final plat of TURTLEWOOD 5th ADDITION; THENCE along the boundary line of said final plat the following courses:

- 1) South 39°13'34" West a distance of 50.00 feet to a point on a non-tangent curve;
- 2) around a curve to the right having a radius of 105.00 feet (said curve subtended by a chord which bears South 27°24'00" East, a distance of 83.16 feet) and an arc length of 85.50 feet;
- 3) South 04°07'00" East a distance of 16.17 feet;
- 4) South 89°35'40" West a distance of 866.84 feet;
- 5) North 07°46'41" West a distance of 14.84 feet;
- 6) South 89°13'19" West a distance of 160.00 feet to the POINT OF BEGINNING.

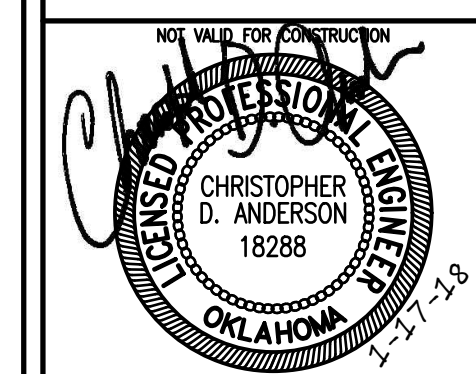
Said tract contains 12.71 acres, more or less.

Total of said tracts of land is 45.78 acres, more or less.



SCALE: 1" = 100'

P.O.B. TRACT 1



**TURTLEWOOD ADDITION**  
S.E. 20TH ST. & WESTMINSTER RD.  
MIDWEST CITY, OKLAHOMA

**SMC Consulting Engineers, P.C.**  
1005-232-7175 Fax: 1005-232-7859  
www.smc-engineers.com  
OKLAHOMA CERTIFICATE OF REGISTRATION NO. 445 EXP. 06/30/2018

PROJECT NO. S465.00  
DATE: 08/23/2017  
SCALE: 1" = 100'  
DRAWN BY: D.G.  
ENGINEER: CHRISTOPHER D. ANDERSON  
P.E. NUMBER: 18288

REVISED PRELIMINARY PLAT  
SHEET NO. 1



**SINGLE FAMILY LOTS**

BLOCK 1	37 LOTS
BLOCK 2	16 LOTS
BLOCK 3	20 LOTS
BLOCK 4	4 LOTS
BLOCK 5	16 LOTS
BLOCK 6	43 LOTS
BLOCK 7	12 LOTS
BLOCK 8	13 LOTS
BLOCK 9	28 LOTS
BLOCK 10	24 LOTS
TOTAL LOT COUNT	= 211 LOTS
TOTAL ACREAGE	= 45.78 AC.±
LOTS PER ACRE	= 4.61

**COMMON AREA**  
T = D/E  
T = D/E

P.O.C.  
S.E. COR. S.E. 1/4,  
SEC. 7, T11N, R1W, I.M.



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 Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 23, 2018

**Subject:** (PC-1933) Public hearing with discussion and consideration of approval of the Oakwood Landing Final Plat for the property described as a tract of land lying in the NE/4 of section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

**Executive Summary**

This is a request for a final plat for the Oakwood Landing single-family residential subdivision. The construction of the required public improvements is underway and must be completed and accepted by the City prior to issuance of any building permits. The applicant has submitted a surety bond for the public improvements that are not yet complete. Staff recommends approval.



**Dates of Hearing:** Planning Commission – January 2, 2018  
 City Council – January 23, 2018

**Owner:** David C. Frye, RC Oakwood Landing, LLC

**Applicant:** Brad Reid, P.E., Crafton Tull & Associates

**Proposed Use:** 71 single-family lots

**Size:** The area of request has a frontage along NE 10<sup>th</sup> Street of approximately 632 ft and contains an area of approximately 19.94 acres.

**Zoning Districts:**

Area of Request – PUD

North and South – R-6, Single Family Residential

East and West – PUD

**Municipal Code Citation:**

38-19 Final Plat

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

**History:**

1. PC 184 and 185 – July of 1973 – portions of this area were rezoned to R-3, Medium Density Residential and R-4, High Density Residential.
2. PC – 1657 – October 2007 – Continued preliminary plat to allow for development of PUD.
3. PC – 1660 – March 2008 – The City Council approved a request to rezone this property to a PUD, Planned Unit Development, allowing single-family detached, two-family attached and multi-family uses.
4. PC- 1857 – November 2015 – The area of request was rezoned to a PUD, allowing single-family detached and two-family attached uses only.
5. January 26, 2016 – The City Council approved a Preliminary Plat associated with the above mentioned PUD allowing duplexes and single family residences.
6. This item was continued by the Planning Commission and City Council in July 2016 and August 2016.
7. PC-1876 - The Preliminary Plat of Oakwood Landing was approved on September 27, 2016.
8. The Planning Commission recommended approval of this Final Plat on January 2, 2018.

**Staff Comments:**

**Engineering Comments:**

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of the public improvements or provide the City a letter of credit / surety bond covering the installation's costs.

The applicant has provided a bond insuring the completion of all of the public improvements related to this development. The surety bond is attached to this application and the construction of the improvements is in progress.

As stated in the preliminary plat application for the area of request, the stream along the northeast boundary of the final plat is designated as a “waterway of the United States” by the EPA and US Army Corps of Engineers.

FEMA code states “that any and all activity not take place in these streams if there is a way to avoid it.” The stream is located along common area “D” and will be left in its natural state. Attached is the EPA code regarding the creek.

#### 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 Marshal’s Comments:**

The Fire Marshal has reviewed this final plat. All future construction must meet the requirements of Chapter 15 of the Municipal Code.

#### **Plan Comments:**

The proposed Oakwood Landing Final Plat proposes to create 71 individual lots. The entire plat encompasses approximately 19.95 acres. Access to the site will be via two curbcuts along NE 10<sup>th</sup> Street. The preliminary plat also required an access point on N. Westminster for maintenance of the common area.

As required by the Subdivision Regulations, the City Attorney has reviewed the Oakwood Landing Homeowners Association covenants and found them to be in compliance with the requirements. At the time of the Planning Commission meeting, there were several items that needed to be added to the covenants. The applicant has made those additions and resubmitted the covenants to staff. The covenants are included in this agenda item.

Regarding tree preservation and mitigation, staff incorrectly interpreted the options for tree preservation during the preliminary plat process for this development. The Subdivision Regulations require that either the trees be preserved in areas not intended for rights-of-way and infrastructure or that the development be designed as a cluster leaving ample open spaces with existing trees.

The Subdivision Regulations does list an option for tree mitigation; however, this option is only applicable if the applicant clear-cuts the trees prior to application of a preliminary plat. Staff initially interpreted this as a third option, allowing the developer to clear-cut the trees so long as a plan for mitigating the removed tree canopy that was not in areas designated for infrastructure was submitted and approved.

This error was discovered as staff began meeting with the applicant regarding the final plat application. If the applicant had clear-cut the trees prior to application for the preliminary plat, the trees would be required to be mitigated and planted prior to approval of the final plat. As this was an error in staff’s interpretation of the code, staff recommends that the applicant be required to mitigate the required trees as development occurs. The applicant has submitted plans for mitigating a portion of the trees in the front yard of every lot. These trees will be required to be planted before a Certificate of

Occupancy is issued for each house. The remainder of the trees that are required to be mitigated will be planted in common areas as shown on the landscape plan category 2. These trees will be required to be planted prior to completion of the development. Staff recommends approval of this plan to mitigate the original tree canopy.

One (1) subdivision identification sign is allowed per entrance to the subdivision. The display surface area of the identification sign shall not exceed 36 square feet.

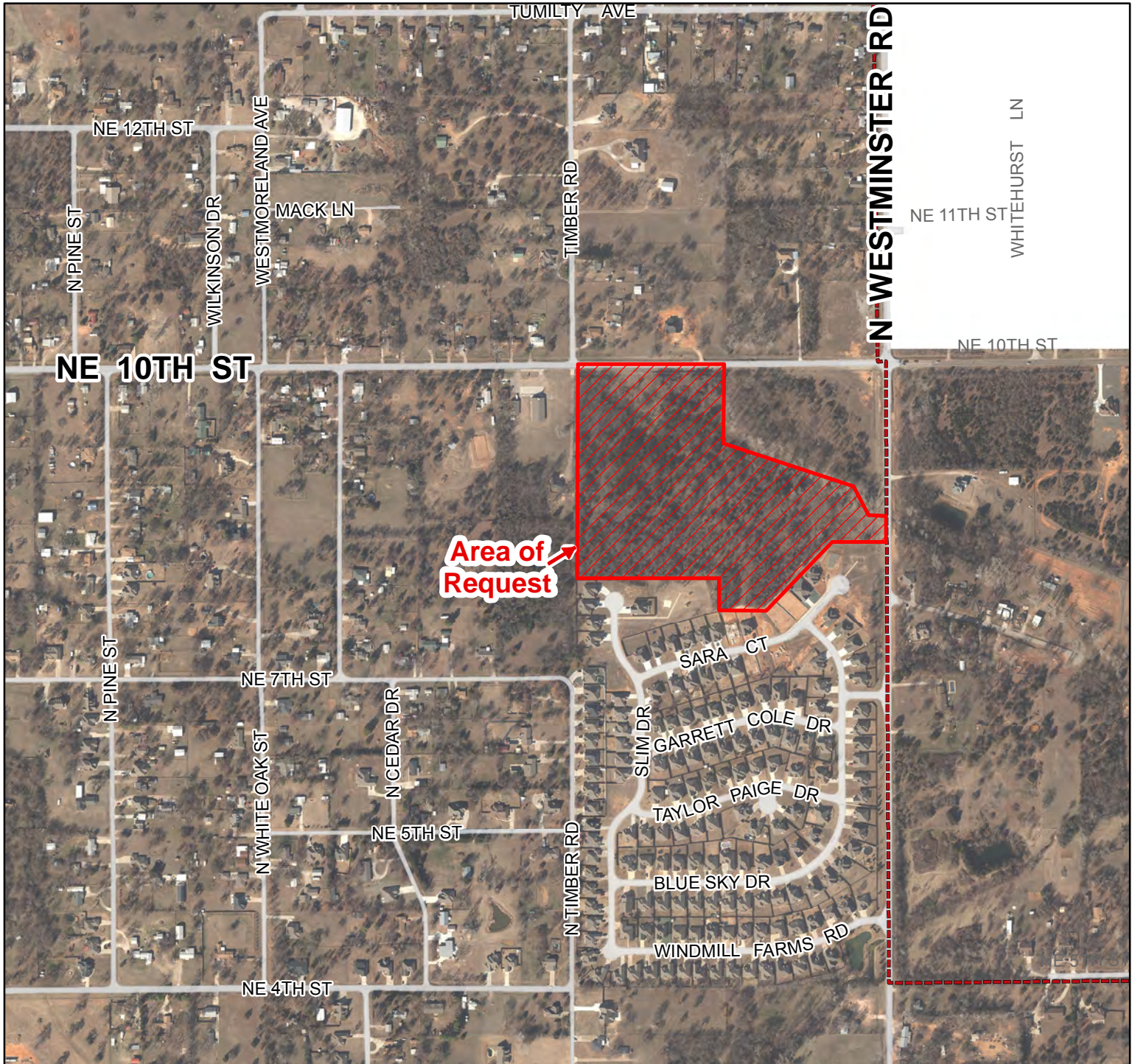
As the proposed Oakwood Landing Final Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

**Action Required:** Approve or reject the Oakwood Landing Final Plat for the property as noted herein, subject to the staff comments and recommendations as found in the January 23, 2018, agenda packet, and as noted in PC-1933 file.

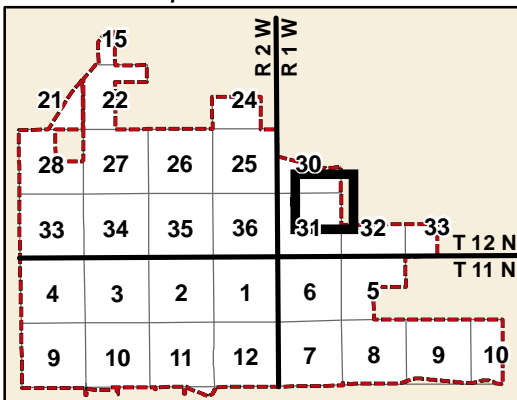
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP  
Community Development Director

KG



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1933  
(NE/4, Sec. 31, T12N, R1W)**

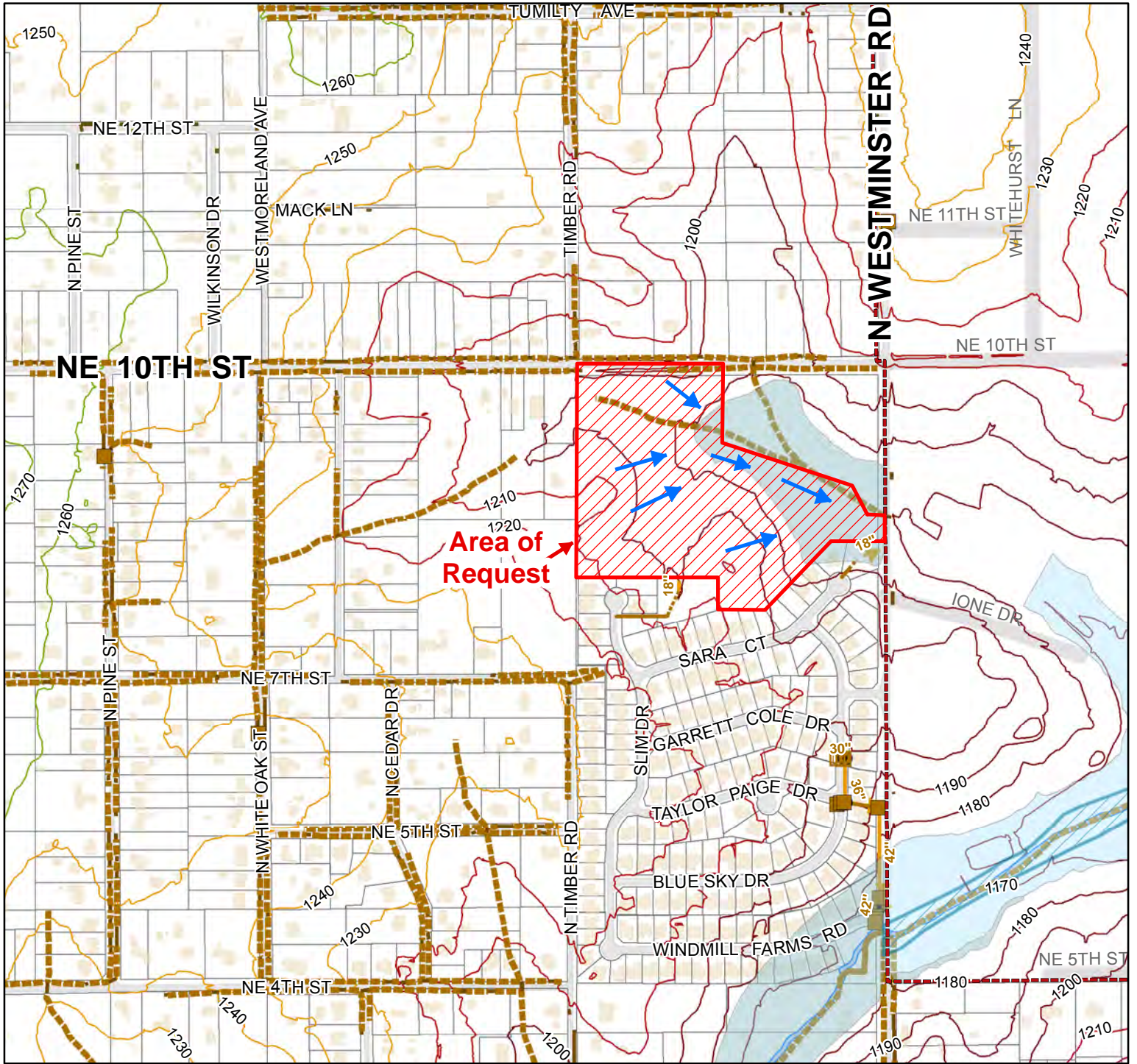


0 600 1,200 Feet

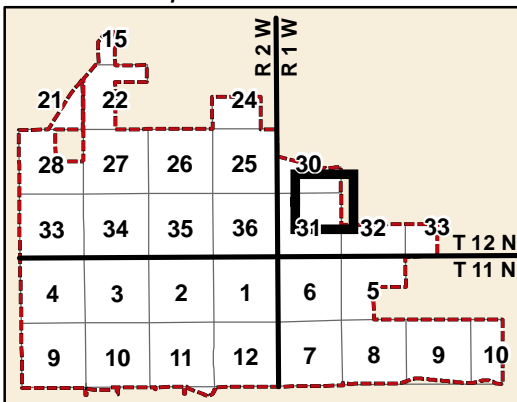


1 inch = 600 feet

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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-1933**

**(NE/4, Sec. 31, T12N, R1W)**



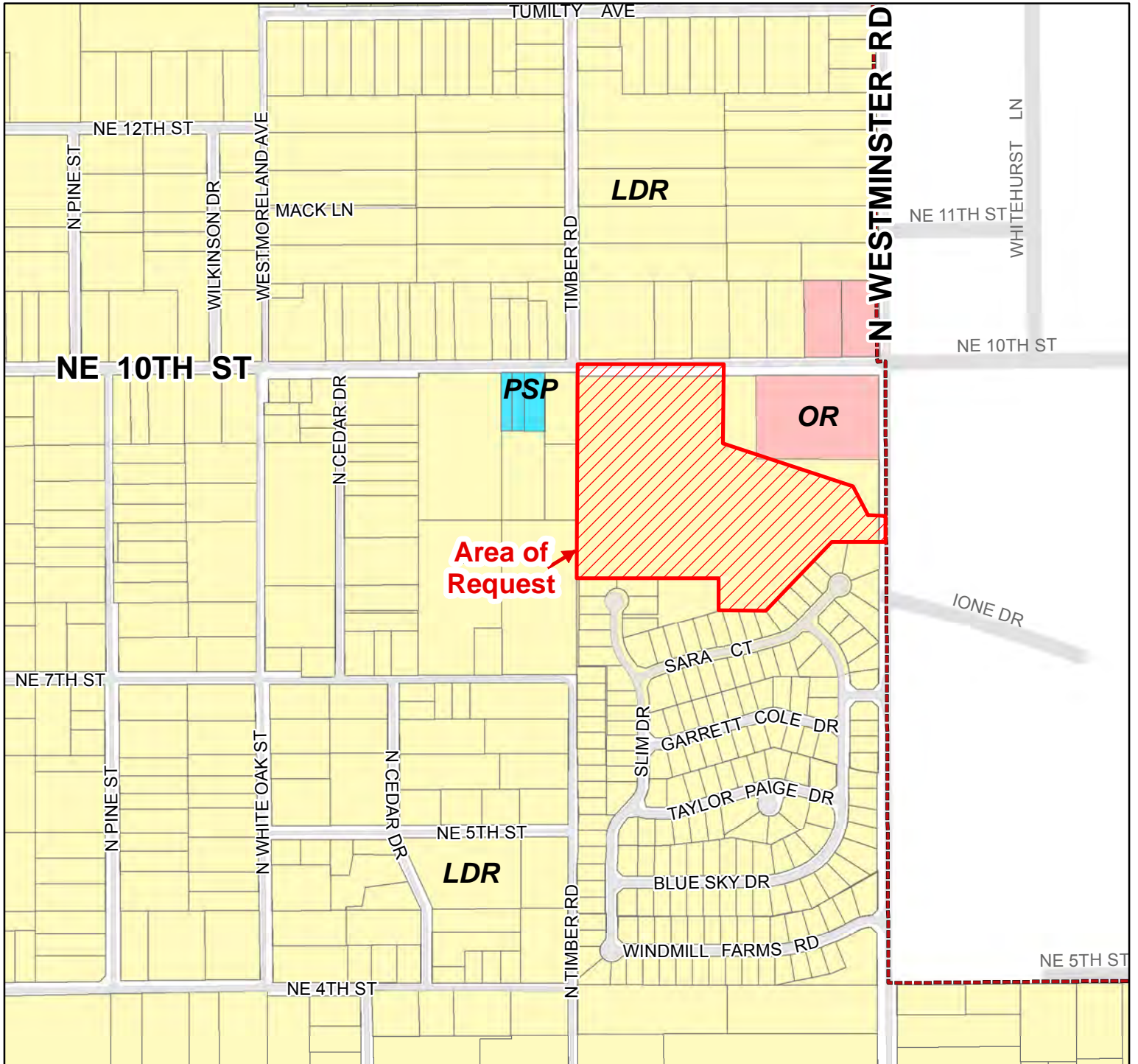
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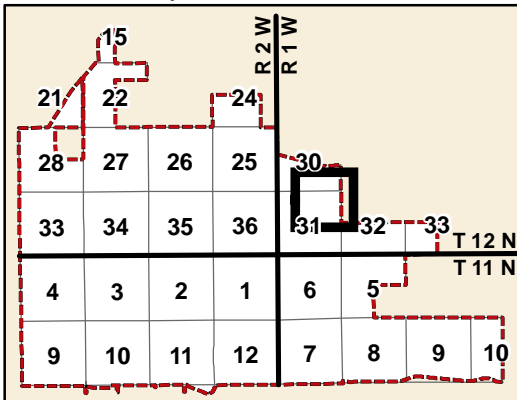
1 inch = 600 feet

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













Locator Map



Future Land Use Legend

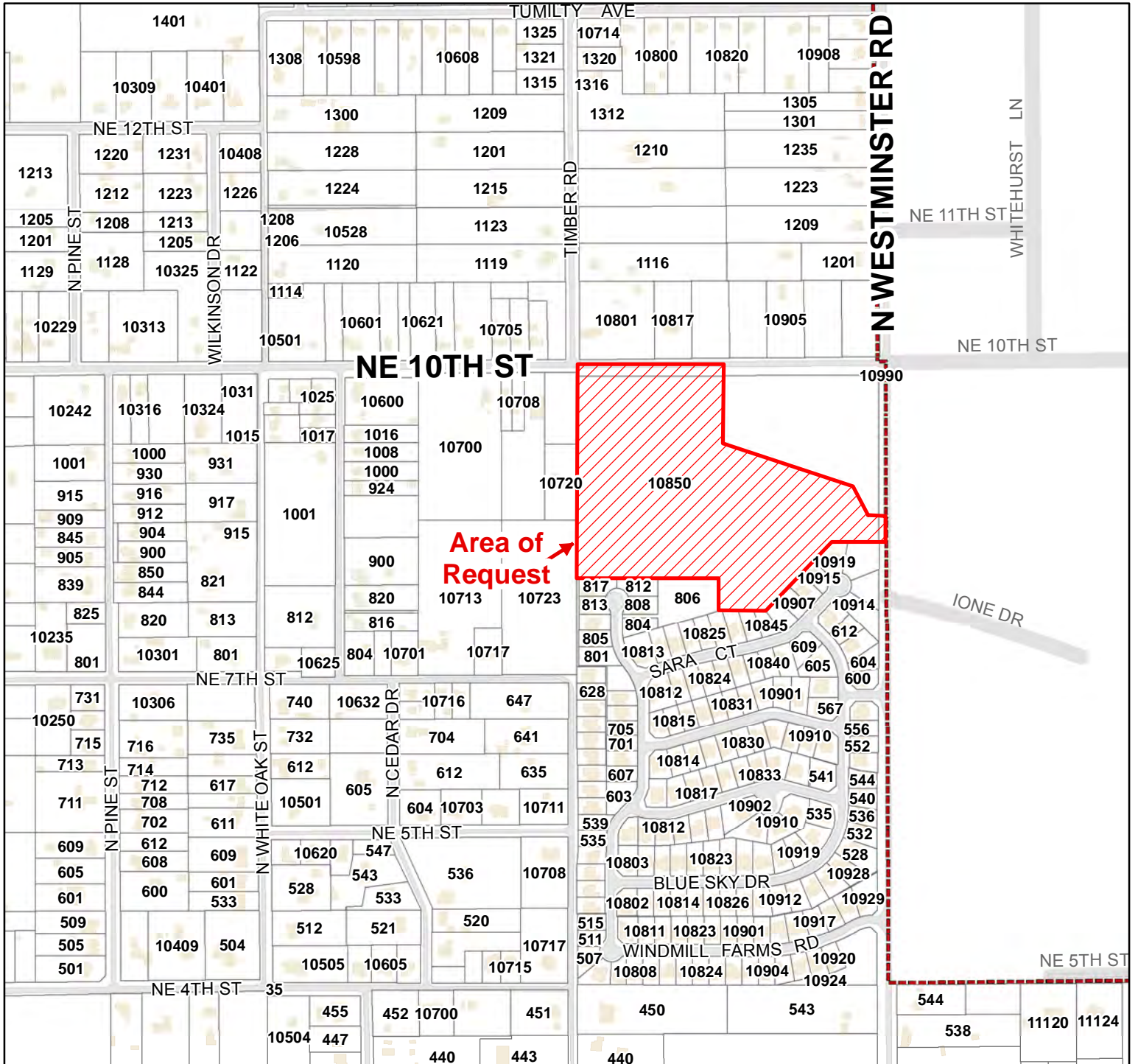
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE  
MAP FOR  
PC-1933**

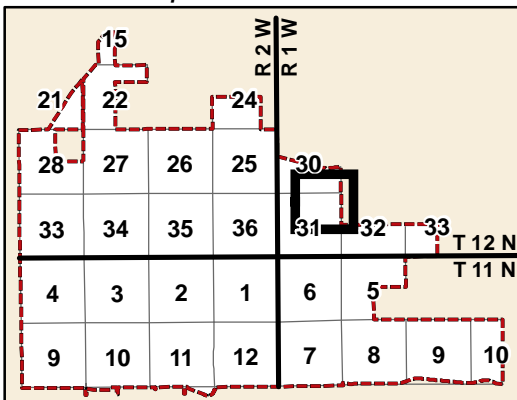
**(NE/4, Sec. 31, T12N, R1W)**








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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-1933  
(NE/4, Sec. 31, T12N, R1W)**

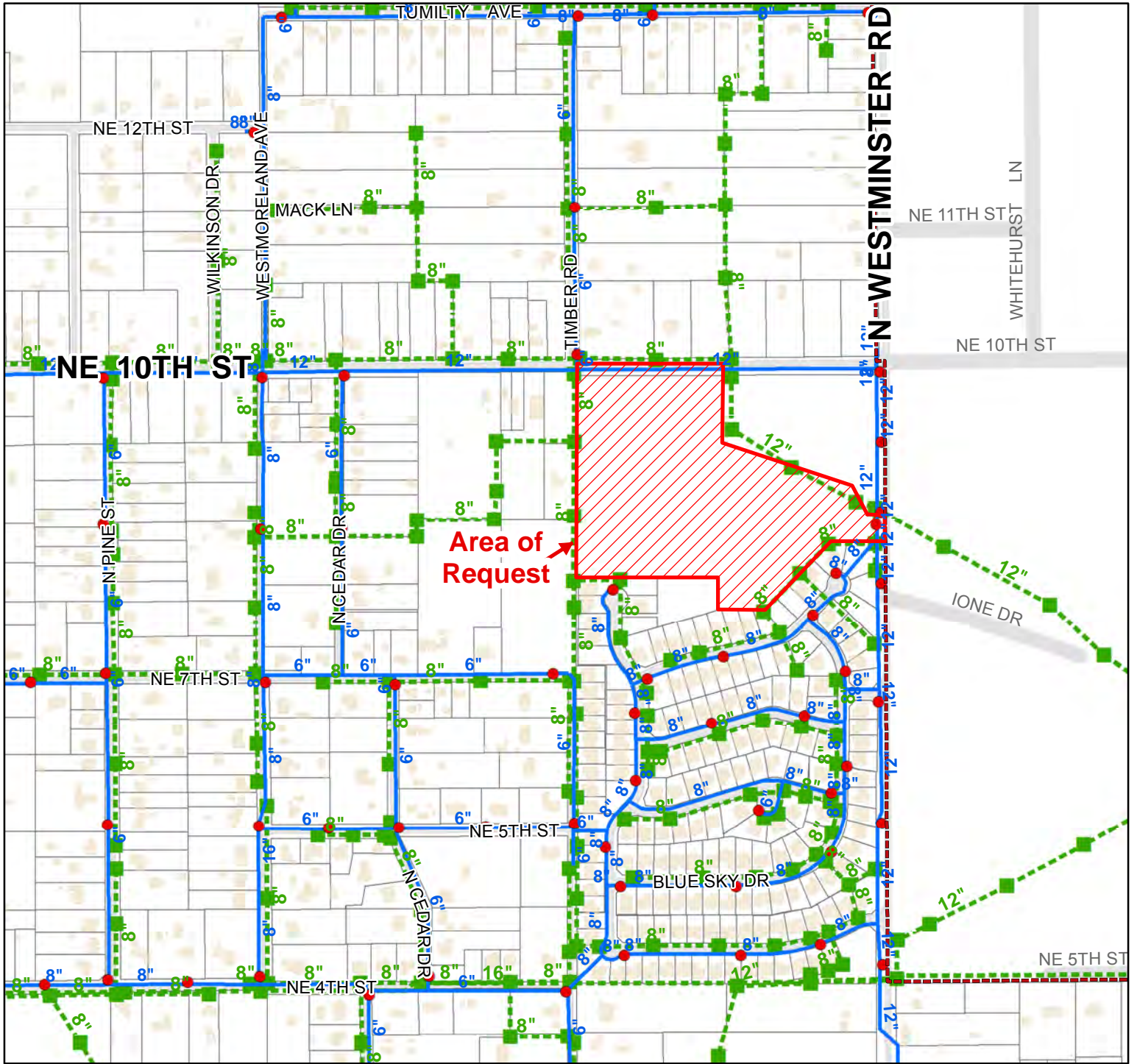


0 600 1,200 Feet

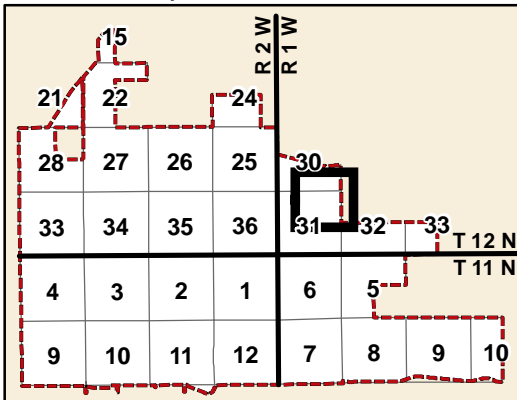


1 inch = 600 feet

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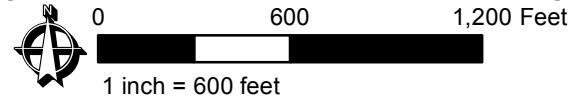
Locator Map



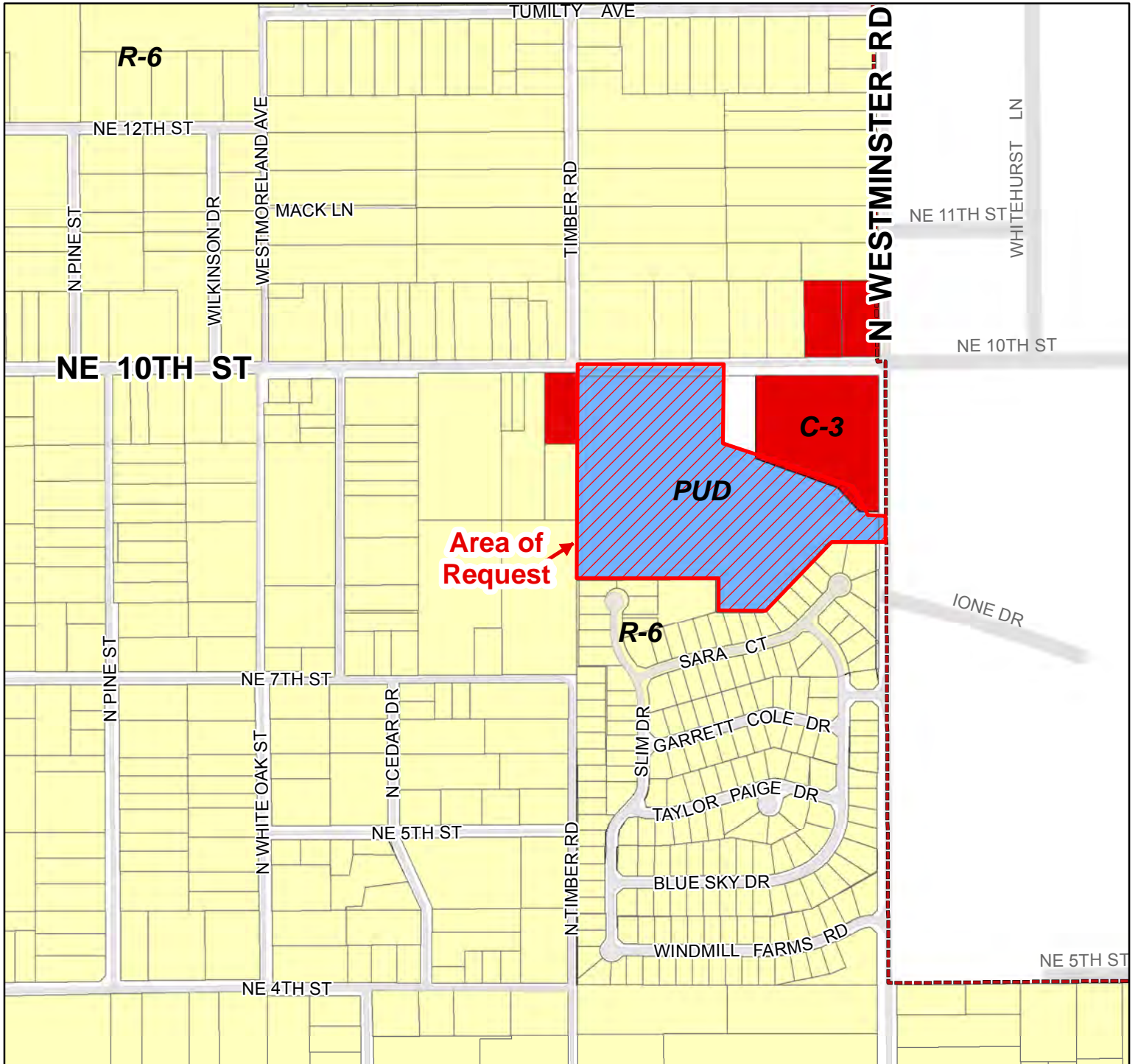
**Water/Sewer Legend**

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

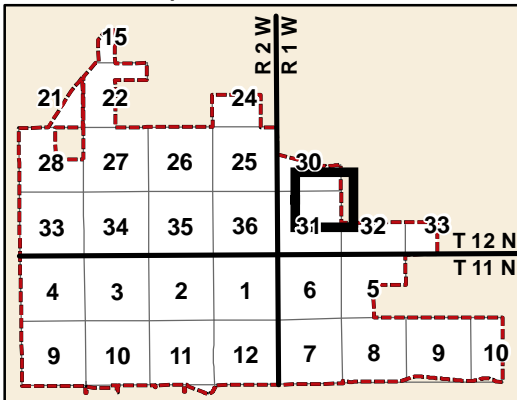
**WATER/SEWER LINE LOCATION MAP FOR PC-1933 (NE/4, Sec. 31, T12N, R1W)**



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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-1933  
(NE/4, Sec. 31, T12N, R1W)**



0 600 1,200 Feet



1 inch = 600 feet

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**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: That RC Oakwood Lending, L.L.C., does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and plotted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

RC Oakwood Lending, L.L.C.

\_\_\_\_\_  
DAVID C. FRYE  
MANAGER

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared DAVID C. FRYE, MANAGER OF RC Oakwood Lending, L.L.C., 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 said corporation, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**LEGAL DESCRIPTION**

A tract of land situate within the Northeast Quarter (NE 1/4) of Section Thirty-One (31), Township Twelve North (12N), Range One West (R1W) of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma; being more particularly described by metes and bounds as follows:

COMMENCING at the Northeast corner of said NE 1/4; thence S89°34'52"W along the North line of said NE 1/4 a distance of 689.01 feet to the POINT OF BEGINNING; thence

- S00°11'51"E a distance of 340.39 feet; thence
- S71°57'00"E a distance of 575.00 feet; thence
- S28°20'49"E a distance of 143.94 feet; thence
- N89°48'09"E a distance of 75.00 feet to a point on the East line of said NE 1/4; thence
- S00°11'46"E along said East line a distance of 110.01 feet to a point on the North boundary line of WINDMILL FARMS SECTION 6, according to the recorded plat thereof; thence, along the boundary line of said plat, the following five (5) courses:
  1. S89°48'14"W a distance of 249.98 feet; thence
  2. S43°22'47"W a distance of 404.74 feet; thence
  3. S89°48'09"W a distance of 200.00 feet; thence
  4. N00°11'51"W a distance of 138.23 feet; thence
  5. S89°33'00"W a distance of 592.51 feet; thence

N00°11'51"W a distance of 912.51 feet to a point on the North line of said NE 1/4; thence N89°34'52"E along said North line a distance of 632.50 feet to the POINT OF BEGINNING.

Said tract contains 868,962 Square Feet or 19.949 Acres more or less.

**LAND SURVEYOR'S CERTIFICATE**

I, JENNIFER L. WHITEY, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown.

\_\_\_\_\_  
JENNIFER L. WHITEY, P.L.S. 1517

STATE OF OKLAHOMA )  
  ) SS:  
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared JENNIFER L. WHITEY, to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her free and voluntary act and deed. Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

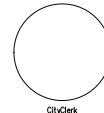
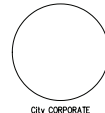
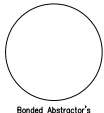
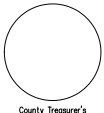
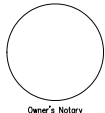
MY COMMISSION EXPIRES: March 28, 2019

\_\_\_\_\_  
NOTARY PUBLIC  
#03005138

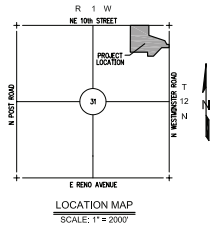
**CITY PLANNING COMMISSION APPROVAL**

I, \_\_\_\_\_, Chairman of the Planning Commission of the CITY OF MIDWEST CITY, OKLAHOMA, hereby certify that the said Planning Commission duly approved this plat on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
PLANNING COMMISSION CHAIR



FINAL PLAT  
OF  
**OAKWOOD LANDING**  
A PART OF THE NE 1/4 OF SECTION 31, T12N, R1W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



**BONDED ABSTRACTOR'S CERTIFICATE**

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for the County of OKLAHOMA, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the annexed plat is vested in RC Oakwood Lending, L.L.C. that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year \_\_\_\_\_ and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
FIRST AMERICAN TITLE & TRUST COMPANY

\_\_\_\_\_  
PRESIDENT

**COUNTY TREASURER'S CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and acting County Treasurer of OKLAHOMA COUNTY, STATE OF OKLAHOMA, that the tax records of said County show all taxes are paid for the year \_\_\_\_\_ and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the county treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
COUNTY TREASURER

**ACCEPTANCE OF DEDICATION OF CITY COUNCIL**

Be it resolved by the Council of the CITY OF MIDWEST CITY, OKLAHOMA, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the CITY OF MIDWEST CITY, OKLAHOMA, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_, City Clerk of the CITY OF MIDWEST CITY, STATE OF OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or uncollected installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CITY CLERK

**NOTES**

1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION 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.
2. CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:  
MAGNETIC NAIL WITH WASHER STAMPED "CTA CA973" FOR ALL PAVING
3. PROPERTY CORNER MONUMENTS SHALL BE:  
3/8" IRON ROD WITH A PLASTIC CAP STAMPED "CTA CA973"
4. MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDIANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWING CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

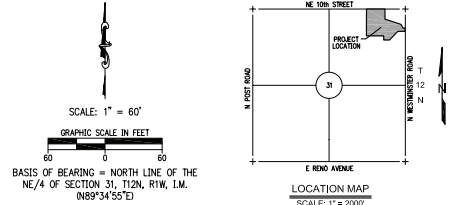
<b>FINAL PLAT TO SERVE OAKWOOD LANDING</b>	
<small>300 N.W. 10th Street, Suite 100 Tulsa, Oklahoma 74109</small>	
	<b>Craffon Hull</b> <small>architecture engineering surveying</small> <small>405.767.4200   405.767.4201   www.craffonhull.com</small>
	SHEET NO.: 1 OF 2 DATE: 11/21/17 PROJECT NO.: 16612400

DATE PLOTTED: 11/21/2017 10:58:11 AM  
 PLOT NUMBER: 16612400-01  
 PLOT TITLE: FINAL PLAT TO SERVE OAKWOOD LANDING

NW CORNER OF NE/4 OF SECTION 31, T12N, R1W, I.M.

POINT OF COMMENCEMENT  
NE CORNER OF NE/4 OF SECTION 31, T12N, R1W, I.M.

FINAL PLAT  
OF  
**OAKWOOD LANDING**  
A PART OF THE NE/4 OF SECTION 31, T12N, R1W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



SCALE: 1" = 60'  
GRAPHIC SCALE IN FEET  
BASIS OF BEARING = NORTH LINE OF THE NE/4 OF SECTION 31, T12N, R1W, I.M. (N89°34'55"E)

LINE #	LENGTH	DIRECTION
L1	75.00'	N89°48'00"E
L2	35.97'	S49°11'20"E
L3	35.42'	N44°16'32"E
L4	35.29'	S49°16'20"E
L5	35.42'	N44°16'32"E
L6	35.36'	N49°11'51"W
L7	35.36'	S44°48'00"W
L8	35.36'	N49°11'51"W
L9	35.36'	S49°11'51"E

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	12.87'	18.00'	540°47'13"	S29°11'46"W	12.54'
C2	155.72'	52.00'	171°52'27"	S49°11'51"E	103.72'
C3	12.87'	18.00'	540°47'13"	N89°24'32"E	12.54'
C4	12.87'	18.00'	540°47'13"	S89°24'32"E	12.54'
C5	155.72'	52.00'	171°52'27"	N49°11'51"E	103.72'
C6	12.87'	18.00'	540°47'13"	N29°11'46"E	12.54'
C7	16.37'	18.00'	652°04'00"	N29°11'51"E	15.81'
C8	257.83'	52.00'	284°12'00"	N89°48'00"E	63.89'
C9	16.37'	18.00'	652°04'00"	S29°11'51"E	15.81'

LINE #	LENGTH	DIRECTION
E1	25.00'	N89°48'00"E
E2	15.00'	S00°11'51"E
E3	25.00'	S89°48'00"W
E4	6.82'	N89°48'00"E
E5	36.17'	N43°48'42"E
E6	15.00'	S49°11'18"E
E7	32.15'	S43°48'42"W
E8	13.97'	S49°48'42"W
E9	43.00'	N89°07'00"W
E10	15.00'	N00°07'00"E
E11	43.00'	N89°07'00"E
E12	15.00'	S00°07'00"E
E13	16.15'	N43°22'40"E

LINE #	LENGTH	DIRECTION
E14	52.52'	N89°34'50"E
E15	15.00'	S00°11'50"E
E16	52.45'	S89°34'50"W
E17	15.00'	N00°25'00"E
E18	52.47'	S89°48'00"W
E19	52.47'	S89°48'00"W

- NOTES**
- THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION 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.
  - CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:  
MAGNETIC NAILS WITH WASHER STAMPED "CTA CAS97" FOR ALL PAVING  
3/8" IRON RODS WITH A PLASTIC CAP STAMPED "CTA CAS97"
  - MAINTENANCE OF THE COMMON AREAS AND ISLANDS/MEDJANS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, MILKS, BENCHES, PERS, AND DOGS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

FINAL PLAT TO SERVE  
OAKWOOD LANDING

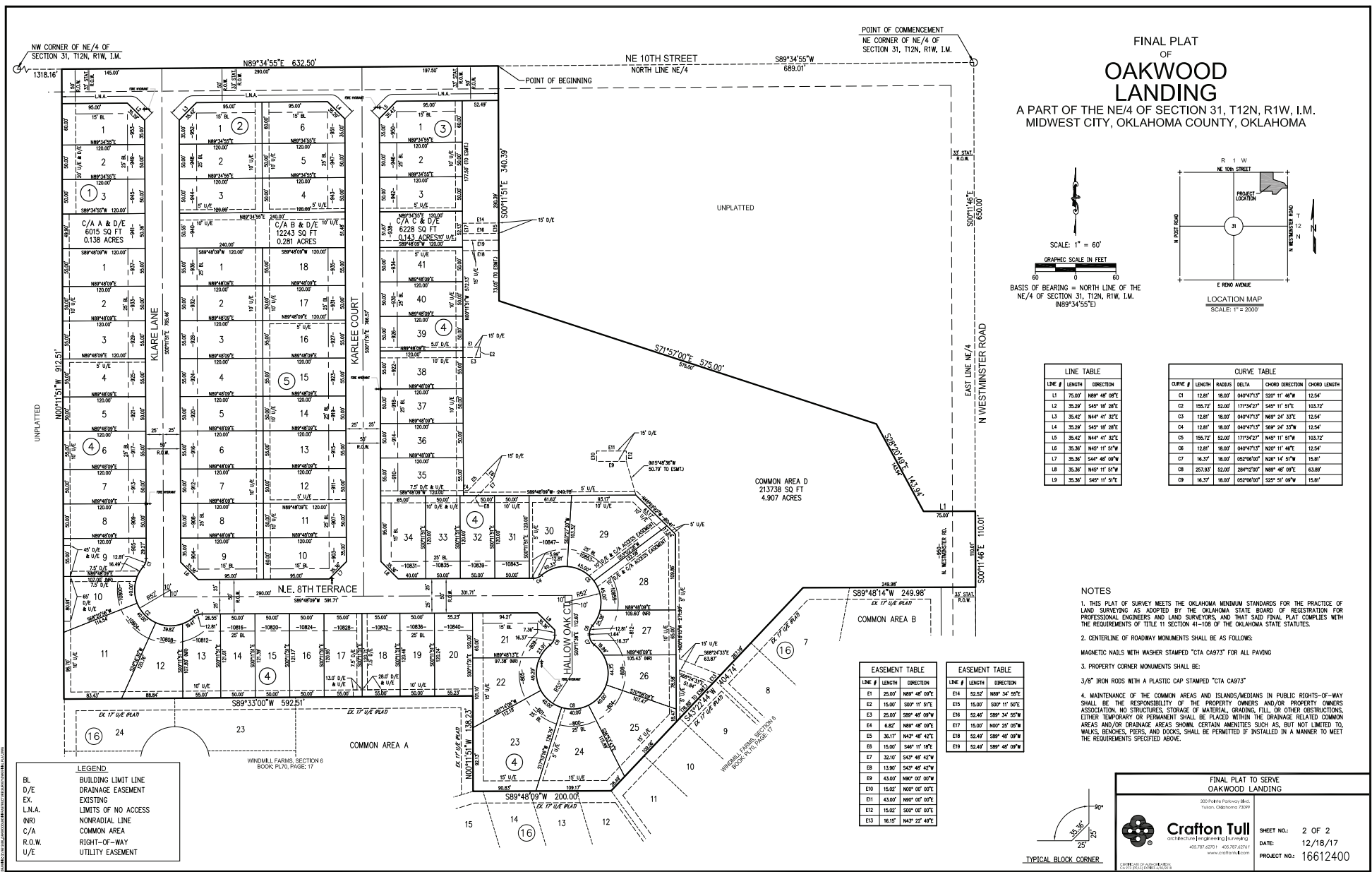
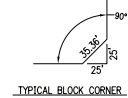
300 N. Westminister Road  
Tulsa, Oklahoma 74309

**Crafton Tull**  
architectural/engineering/surveying  
405.767.4200 | 405.767.4201  
www.craftontull.com

SHEET NO.: 2 OF 2  
DATE: 12/18/17  
PROJECT NO.: 16612400

**LEGEND**

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
L.N.A.	LIMITS OF NO ACCESS
(NR)	NONRADIAL LINE
C/A	COMMON AREA
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT











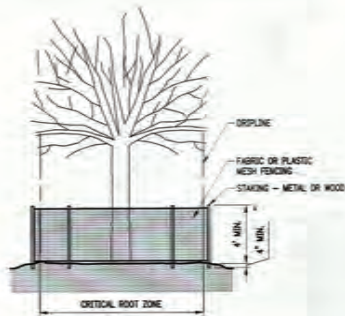


**PLANTING NOTES**

- THE QUANTITIES ON THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY AND THE GRAPHIC REPRESENTATIONS ON THE DRAWINGS TAKE PRECEDENT. VERIFY INDICATED QUANTITIES AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF BOTH THE OWNER'S REPRESENTATIVE AND THE PROJECT LANDSCAPE ARCHITECT. CHANGES IN PLANT MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL.
- PLANTS SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE MINIMUM REQUIRED FOR EACH CATEGORY (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE ETC.). THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. PLANTS OF LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE OWNER AT NO ADDITIONAL COST AND IF SIZE OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z-601, 2004 EDITION. ALL OTHER QUALITY REQUIREMENTS OF THE PLANT MATERIAL MUST ALSO BE ADHERED.
- ALL PLANTS MUST BE NURSERY GROWN. ALL TREES SHALL COMPLY WITH ANSI Z-601, 2004 EDITION AND THE URBAN TREE FOUNDATION GUIDELINE FOR NURSERY TREE QUALITY, 2009 EDITION. ALL PLANTS SHALL BE HIGHEST QUALITY, FIRST CLASS REPRESENTATIVES OF THEIR SPECIES. SECONDS, CULLS, OR PARK GRADE MATERIAL WILL BE REJECTED.
- CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS.
- ALL TREES MUST BE STRAIGHT TRUNKED, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH "Y" SHAPE ARE NOT ACCEPTABLE UNLESS THAT SHAPE IS NATURAL TO THE GROWTH HABIT OF THE SPECIES. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS SHALL BE REJECTED.
- THE PLANT'S VEGETATIVE CANOPY SHOULD BE MOSTLY SYMMETRICAL AND FREE OF LARGE VOIDS OR FLAT SURFACE AREAS.
- ALL STREET AND SHADE TREES SHALL HAVE A MINIMUM OF 18" CLEAR TRUNK UNLESS OTHERWISE NOTED ON PLANS OR PLANT LISTS.
- TREES AND SHRUBS MOVED DURING PERIODS OF HIGH TRANSPORTATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- TREES SHALL BE STAKED AND CURED AS DETAILED. STAKE AND CURED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
- ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE OWNER'S REPRESENTATIVE AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST.
- PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY AND THE GENERAL CONTRACTOR. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER. CALL OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-OKC.
- ALL PLANT BEDS SHALL BE THOROUGHLY ROTO-TILLED A MINIMUM OF TWELVE INCHES (12") PRIOR TO PLANT PLACEMENT. AMENDMENTS, IF REQUIRED BASED ON SITE-SPECIFIC SOIL TEST RESULTS, SHALL BE THOROUGHLY TILLED INTO THE SOIL ACCORDING TO THE TEST RESULT RECOMMENDATIONS. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
- THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE UNLESS DEEMED NECESSARY TO BRING IN NEW TOPSOIL. ALL UNEVEN AREAS CAUSED BY PLANTING SHALL BE GRADED SMOOTH. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- ALL PLANTS SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
- ALL PLANTS SHOULD BE PRUNED OF BROKEN AND DEAD WOOD AS NECESSARY PRIOR TO INSTALLATION. REMOVE NO MORE THAN 1/3 OF THE BRANCHING. DO NOT PLANT IN FROZEN GROUND.
- PRE-EMERGENT HERBICIDES, TRIFLURALIN, EPTAM, PREDON, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- APPLY ORGANIC ROOT STIMULATOR, CONTAINING MYCORRHIZAE, TO ALL PLANTS PRIOR TO BACKFILLING. APPLY AT MANUFACTURER'S RATES AND RECOMMENDATIONS.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, WEEDING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL PLANTS SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF THE TURNOVER TO THE OWNER. LANDSCAPE CONTRACTOR SHALL GUARANTEE PLANT MATERIAL FOR ONE YEAR AFTER FINAL ACCEPTANCE.
- SOD AREAS SHOWN SHALL BE PLANTED WITH U-3 BERBERIA SOD OR EQUIVALENT AS APPROVED BY OWNER'S REPRESENTATIVE.

**TREE PRESERVATION NOTES**

- ALL TREES AND NATURAL AREAS SHOWN ON THESE PLANS TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
  - WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
  - OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
- WIDEST CITY TREE PRESERVATION ORDINANCE AND GUIDELINES SHALL SUPERSEDE OTHER WIDEST CITY RESTRICTIONS ARE MORE STRINGENT THAN THOSE OUTLINED IN THIS PLAN. OTHERWISE, CTA STANDARDS AND BEST PRACTICES SHALL BE IN EFFECT.
- PROTECTIVE FENCES SHALL BE ERECTED ACCORDING TO STANDARDS FOR TREE PROTECTION.
  - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
  - WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DROPLINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
  - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 8 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
  - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS.
- EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DROPLINES.
- PROTECTIVE FENCES SHALL SURROUND THE TREES OR GROUP OF TREES, AND WILL BE LOCATED AT THE DROPLINE. FOR NATURAL AREAS, PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
  - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
  - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 8" OR TRENCHING NOT REVIEWED BY CITY ARBORIST.)
- EXCEPTIONS TO INSTALLING FENCES AT TREE DROPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
  - WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
  - WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DROPLINE, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA (PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO PAVING INSTALLATION TO MINIMIZE ROOT DAMAGE).
  - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE TO ALLOW 8 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
  - WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRACT SIZE, OR OTHER SPECIAL REQUIREMENTS.
- WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED OR PLANKING TO A HEIGHT OF 8 FEET (OR LIMITS OF LOWER BRANCHING IN ADDITION TO THE REDUCED FENCING PROVIDED).
- TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
- ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
- NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DROPLINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
- PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
- ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE UPON REQUEST FROM THE CITY ARBORIST).
- DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED GROUNDS FOR VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.



**NOTE:**  
1. TREE PROTECTION FENCING TO BE PLACED AROUND ALL PRESERVED TREES.

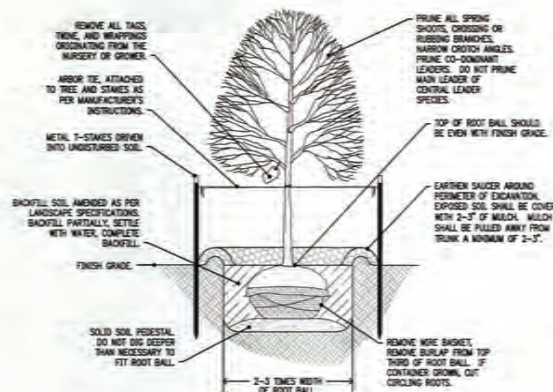
FENCING

STAKES 6" Ø C.C.

PLAN VIEW OF SINGLE TREE

**NOTE:**  
1. TREE PROTECTION FENCING SHOWN 5' OUTSIDE TREE PRESERVATION CANOPY FOR GRAPHICAL PURPOSES. THE TREE PROTECTION FENCING SHALL BE RUN UNDER THE DROP LINE OF THE PRESERVED CANOPY.

1 TREE PROTECTION FENCING DETAIL NTS



2 TREE PLANTING DETAIL NTS



OAKWOOD LANDING  
MIDWEST CITY, OK

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PROJECT NO. 15010000  
DATE: 04/15/17  
DRAWN BY: Wood Reed  
CHECKED BY: Wood Reed  
DATE: 04/15/17

ISSUED FOR CONSTRUCTION

PLANTING AND TREE PRESERVATION NOTES AND DETAILS



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 Haakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** January 23, 2018

**Subject:** (PC – 1934) Public hearing with discussion and consideration of approval of the Replat of Lot 6 Block 8 of the Pointon City Second Addition described as a part of the NE/4 of Section 6, T11N, R1W and as shown on the attached map.

**Executive Summary**

This is a request to divide one (1) existing lot into two (2) lots for residential development. The area of request is platted as Lot 6, Block 8 of the Pointon City Second Addition. The proposed replat shows Lot 6A and Lot 6B. Both lots meet the minimum standards regarding lot size. If approved, the home built on each lot must meet the minimum house size, exterior construction materials and setbacks listed in the Zoning Ordinance. Public water and sewer services are available to both lots. Connection to these services will be a requirement of the building permits. Staff recommends approval.



**Dates of Hearing:**

Planning Commission –  
January 2, 2018  
City Council – January 23,  
2018

**Council Ward:** Ward 6,  
Councilmember Jeff Moore

**Owner:** Alpha  
Construction & Design  
LLC

**Applicants:** Steve & Cindy  
Merriman

**Proposed Use:** two (2)  
lots for single family  
homes

**Size:**

The area of request has a frontage along Bellview Dr. of approximately 100 ft, and a depth of approximately 135 ft. containing an area of approximately 13,500 square feet.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North, South, East & West – LDR, Low Density Residential

**Zoning Districts:**

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

**Land Use:**

Area of Request – vacant  
North, South, East and West– Single Family homes

**Comprehensive Plan Citation:**

Single-Family Detached Land Use

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

**Municipal Code Citation:**

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

**History:**

1. The Plat of Kanaly's East Addition was approved in June of 1956.
2. The Planning Commission recommended approval of this item at the January 2, 2018 meeting.

**Engineer's Comments:**

Water Supply and Distribution

A six (6) inch public water main is located on the south side of Belleview Drive in the street right-of-way extending along the north side of the area of request.

Public water line improvements are not required with this application.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sanitary sewer main is located on the north side of Belleview Drive in the street right-of-way extending along the north side of the area of request.

Public sewer line improvements are not required with this application.

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

Streets and Sidewalks

Access to the area of request is available from Belleview Drive. Belleview Drive is classified as a collector street in the 2008 Comprehensive Plan. Belleview Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a half street right-of-way width of thirty (30) feet for a collector street and presently, Belleview Drive has thirty (30) feet of right-of-way adjacent to and parallel to the north side of the area of request.

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

The lack of sidewalks does not meet current code for residential development. Section 38-59 of the subdivision code allows for the waiver of sidewalk improvements in cases where the improvements would not match the current or future development standards of the area properties. A waiver would apply to this application.

Street improvements are not required with this application.

Sidewalk improvement plans are not required with this application.

Drainage and Flood Control, Wetlands and Sediment Control

Drainage across the area of request is via overland flow from the north to the south. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

Easements and Right-of-Way

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

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

**Fire Marshal's Comments:**

The Fire Marshal has reviewed this application. Future development must meet the requirements of Chapter 15 of the Municipal Code.

**Planning Comments:**

The Replat of Lot 6, Block 8 of the Pointon City Second Addition will allow the owner to divide the existing lot into two lots. The owner plans to build one single family one on each lot.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes built on the lots must meet the requirements of the Zoning Ordinance including a minimum of 1,200 square feet, 85% masonry exterior materials (100% facing the street), maximum lot coverage of 40% and 7' side setbacks between the two lots.

Since this re-plot meets the subdivision regulations, staff recommends approval of the Replat of Lot 6 Block 8 of the Pointon City Second Addition subject to these comments.

**Action Required:** Approve or reject the Replat of Lot 6, Block 8 of the Pointon City Second Addition located on the property as noted herein, subject to the staff comments and found in the January 23, 2018 agenda packet and made a part of PC-1934 file.

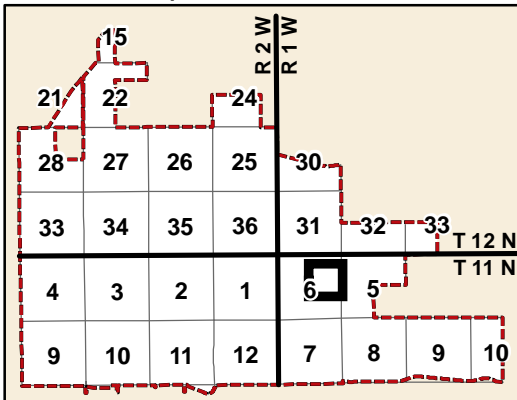


Billy Harless, AICP  
Community Development Director

KG



*Locator Map*

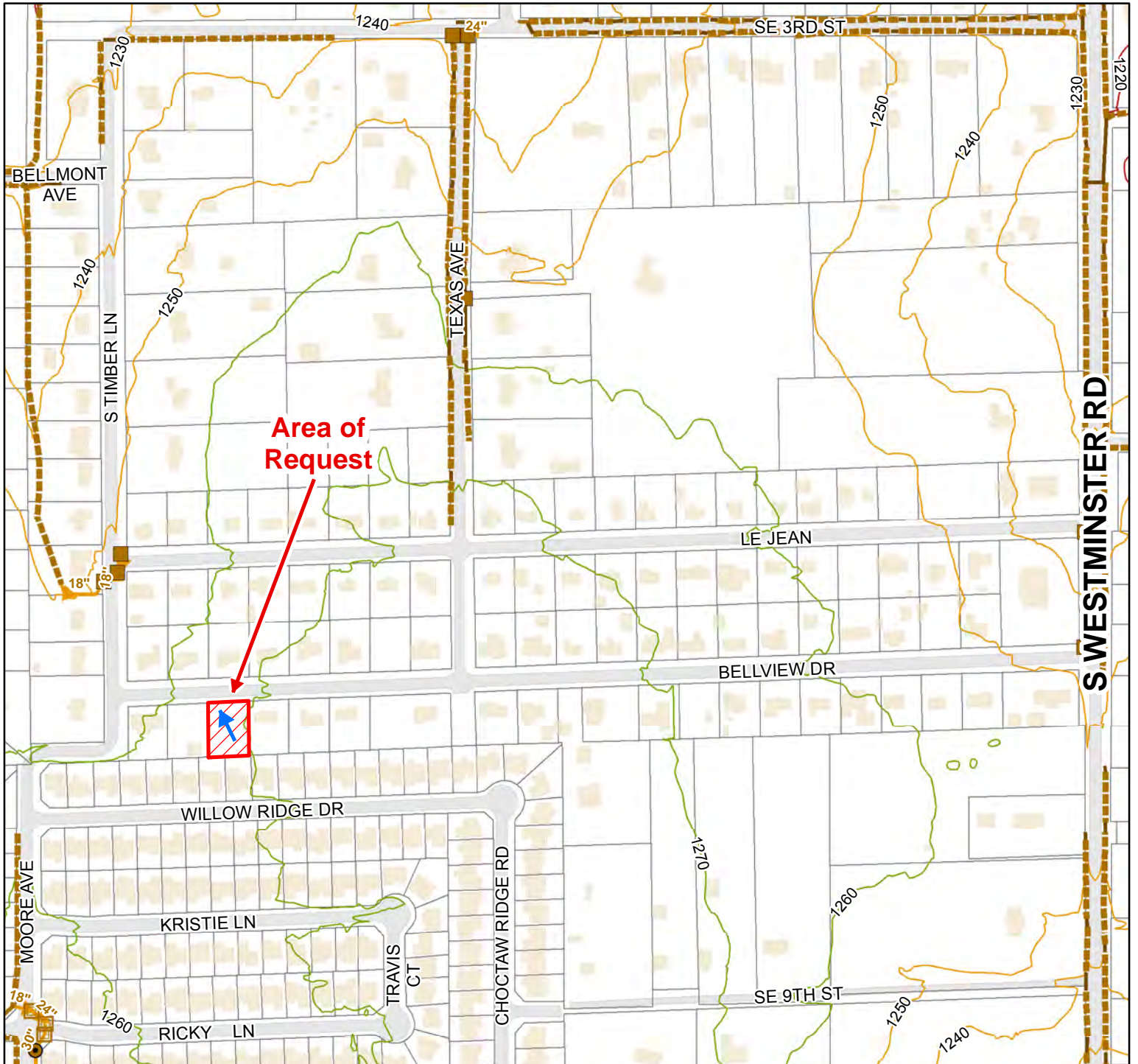


**2015 DOP (AERIAL) VIEW FOR  
PC-1934  
(NE/4, Sec. 6, T11N, R1W)**

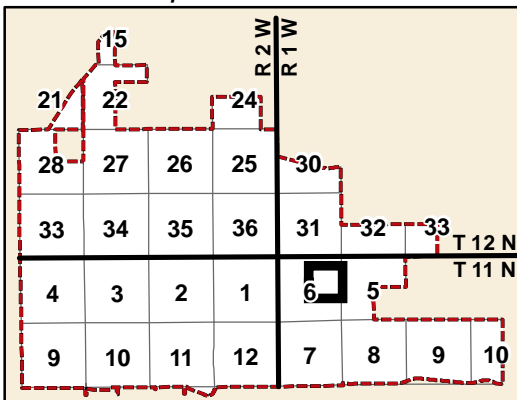


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Locator Map

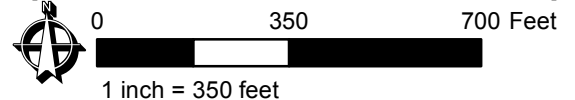


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

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

## DRAINAGE LOCATION MAP FOR PC-1934

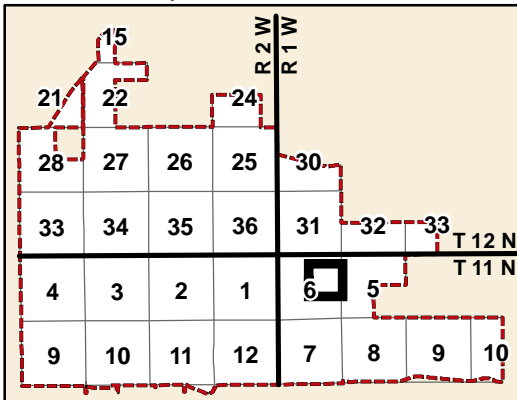
(NE/4, Sec. 6, T11N, R1W)













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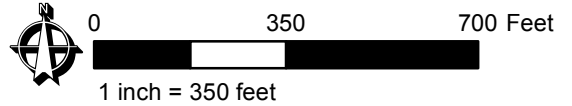
Locator Map



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

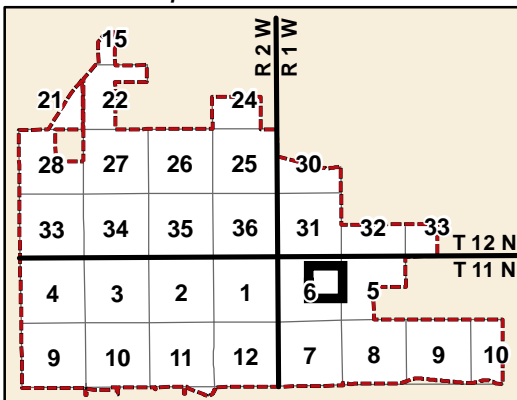
**FUTURE LAND USE  
MAP FOR  
PC-1934  
(NE/4, Sec. 6, T11N, R1W)**








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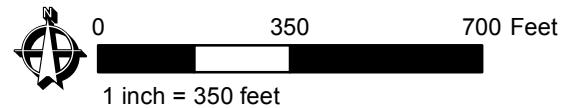
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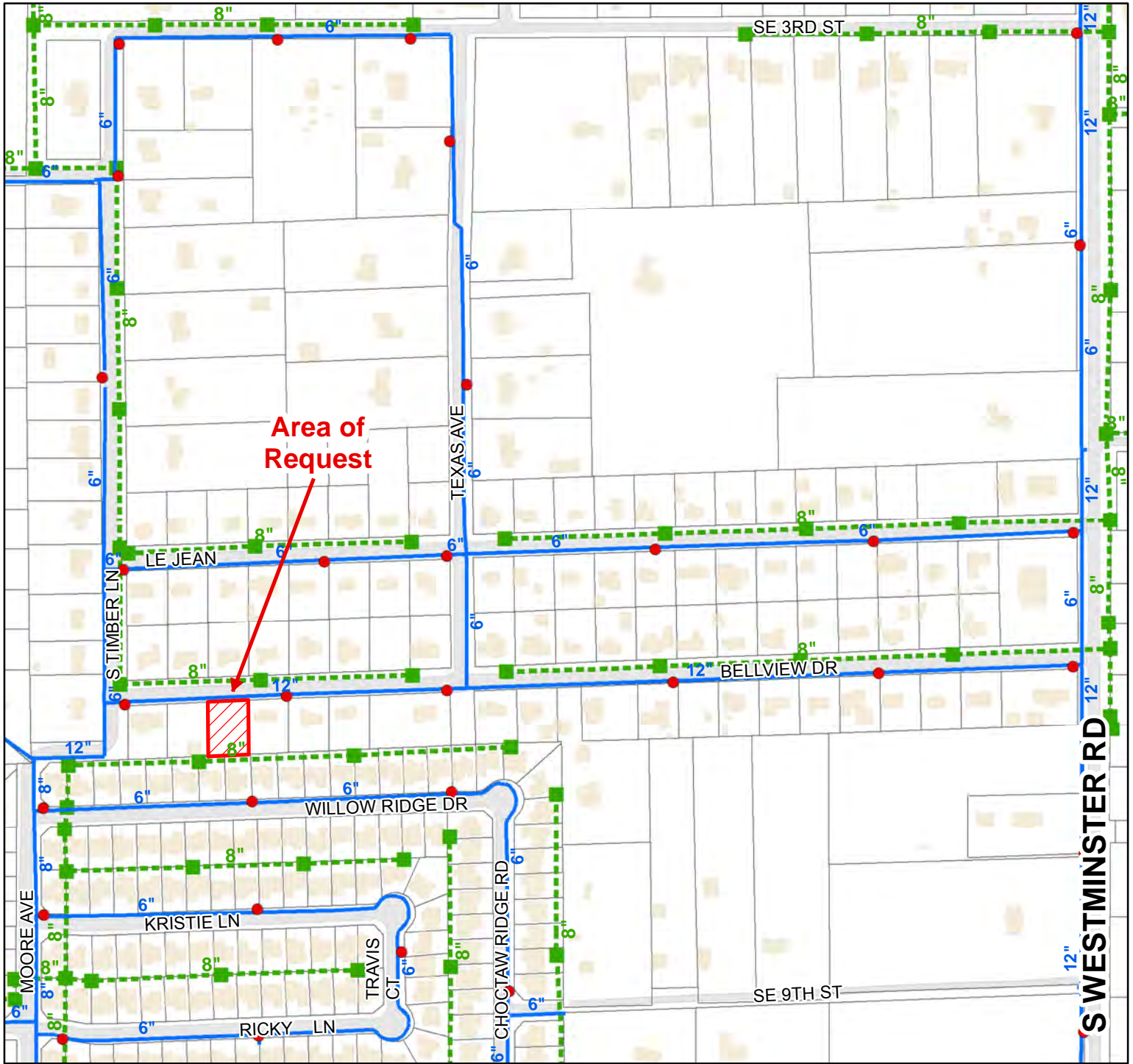
**General Map Legend**

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

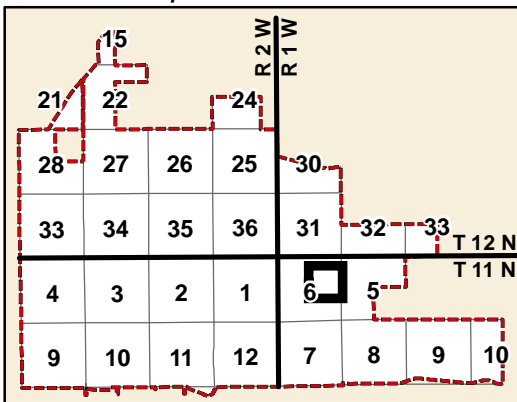
**GENERAL MAP FOR  
PC-1934  
(NE/4, Sec. 6, T11N, R1W)**



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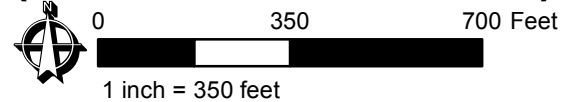
Locator Map



Water/Sewer Legend

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

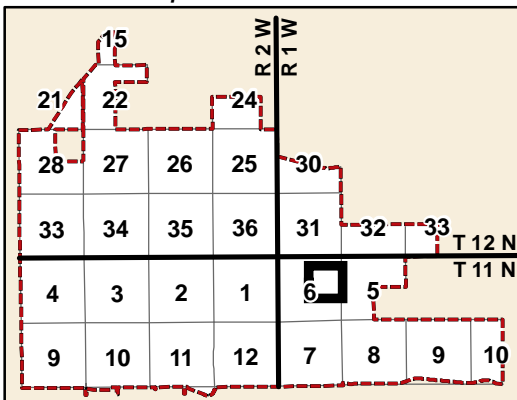
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1934  
(NE/4, Sec. 6, T11N, R1W)**



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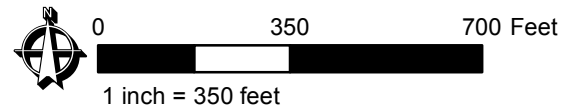
Locator Map



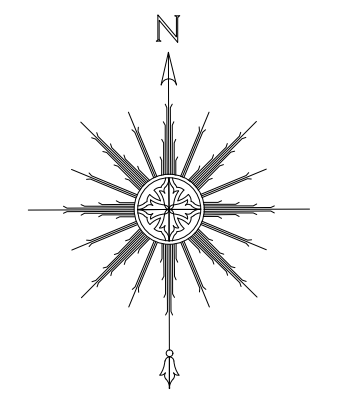
Current Zoning Legend

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-1934  
(NE/4, Sec. 6, T11N, R1W)**

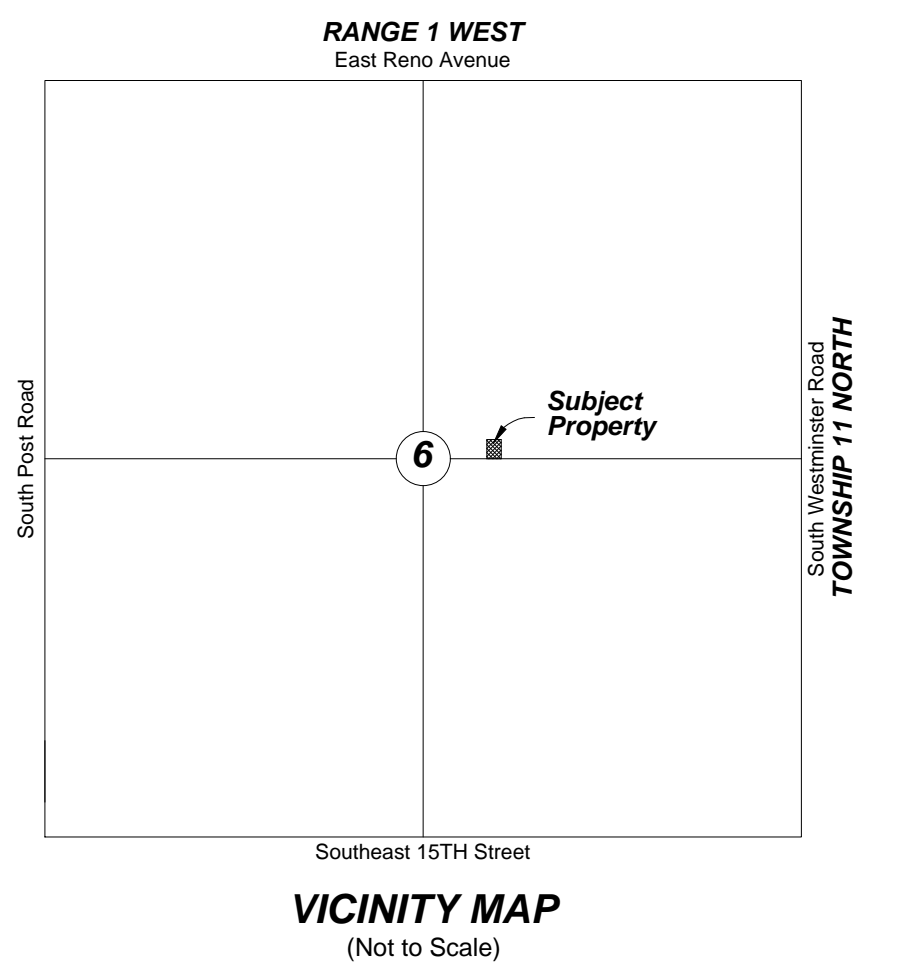


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# 'Pointon City Second Addition' Blocks 6, 7, 8, 9 & 10

A Replat of Lot 6, Block 8, Pointon City Second Addition, Blocks 6, 7, 8, 9, & 10,  
Oklahoma County, Oklahoma



**BASIS OF BEARING:**  
The Basis of Bearing for this survey is the same as per Pointon City Second Addition, Blocks 6, 7, 8, 9 & 10 according to the recorded plat thereof, and witnessed between monuments recovered during course of this survey on the North Line of Block 8 as shown hereon.

**UNIT OF MEASURE:**  
U.S. Foot

**DATE OF FIELD SURVEY:**  
12/05/2017

**DATE OF DRAWING:**  
12/06/2017

**CORNER MONUMENTATION LEGEND**

●	Found existing 3/8" iron rod
○	Set 3/8" iron rod capped "E.D. HILL CA 105"
■	Set Mag-Nail & Shiver stamped "E.D. HILL CA 105"

**Legal Description**  
Lot Six (6), Block Eight (8), POINTON CITY SECOND ADDITION, BLOCKS 6, 7, 8, 9 & 10, a part of the Northeast 1/4 of Section 6, Township 11 NORTH, RANGE 1 WEST, I.M. Oklahoma County, Oklahoma, according to the recorded plat thereof.

### Owner's Certificate and Dedication

Know all men by these presents:  
That Alpha Construction & Design, LLC, does hereby certify that it is the owner of and the only person(s), firms or corporations having any right, title or interest in and to the land shown on the annexed plat, and that it has caused the same to be surveyed and platted, under the name A Replat of Lot 6, Block 8, Pointon City Second Addition, and that it hereby dedicates all the public streets and easements shown hereon to the public, for the purposes of streets, utilities and drainage, for its successors and assigns forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.  
In witness whereof, the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Alpha Construction & Design, LLC  
Owner

State of Oklahoma )  
County of Oklahoma )

Before me, the undersigned Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed, as \_\_\_\_\_ of Alpha Construction & Design, LLC, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_ Notary Public

### Land Surveyor's Certificate

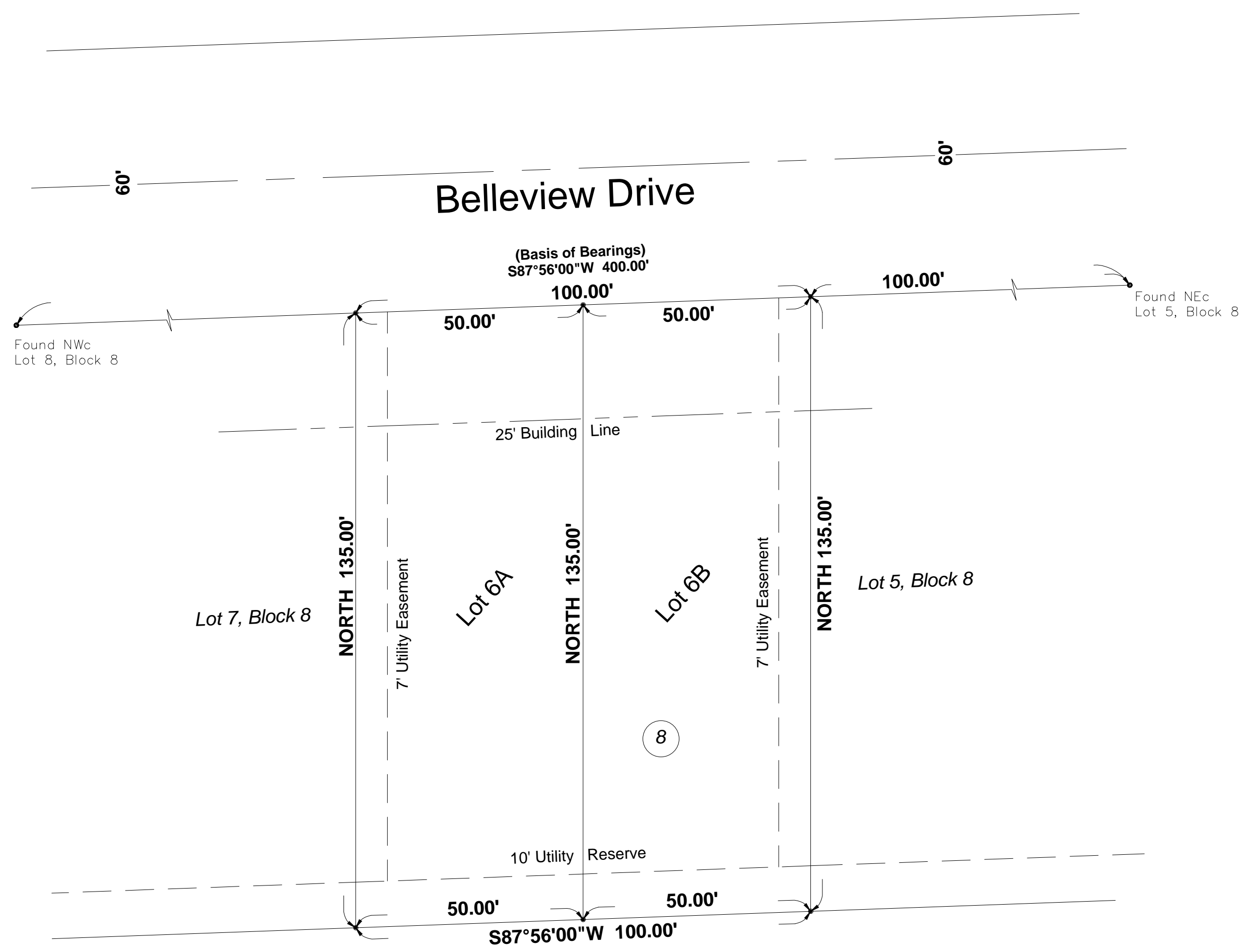
I, Lee K. Goss, a registered Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Replat of Lot 6, Block 8, Pointon City Second Addition, Blocks 6, 7, 8, 9 & 10 meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Lee K. Goss, Oklahoma PLS 1778 Date: \_\_\_\_\_

State of Oklahoma )  
County of Oklahoma )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lee K. Goss, PLS 1778, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My commission expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_ Notary Public



*"Willow Ridge Estates"*

### BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded Abstractor of Titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said County show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgements of any nature in any court or on file with the clerk of any court in said County and State against said land, or the owner thereof, and that taxes are paid for the year 2016 and prior years, that there are no outstanding tax sale certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

In witness whereof, said bonded Abstractor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Secretary \_\_\_\_\_  
Title \_\_\_\_\_

### ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:  
City Clerk \_\_\_\_\_ Mayor, Mathew Dukes

### COUNTY TREASURER'S CERTIFICATE

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

In witness whereof, said County Treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

County Treasurer \_\_\_\_\_

### CERTIFICATE OF CITY CLERK

I, Sara Hancock, City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, do hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat of The Curve Addition on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

City Clerk \_\_\_\_\_

### ACCEPTANCE OF DEDICATION BY CITY COUNCIL

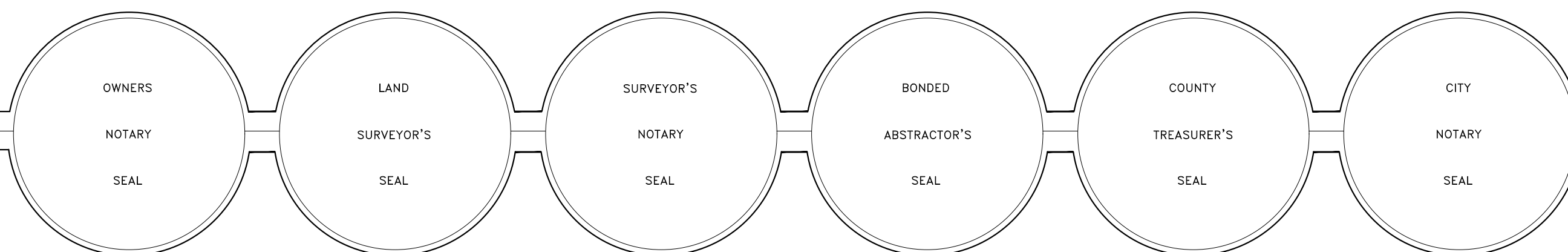
Be it hereby resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat, City of Midwest City, Oklahoma is hereby accepted.

Adopted by the Council of the City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.  
Approved by the Council of the City of Midwest City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### CITY PLANNING COMMISSION APPROVAL

I, Stan Grell, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said Commission duly approved the annexed plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Chairman \_\_\_\_\_



**EDH**  
E.D. HILL L.L.C.  
510 COLCORD DRIVE OKLAHOMA CITY, OK 73102  
TELE (405) 232-2208 FAX (405) 232-2229  
CERTIFICATE OF AUTHORIZATION 105  
EXPIRES JUNE 30, 2018



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Current Planning Manager  
COMPREHENSIVE PLANNING  
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 23, 2018

**Subject:** (PC-1935) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development to O-2, General Office, for the property described as Lot 1, Block 1 of the Arbor Plaza Addition, located at 9244 E. Reno Avenue.

**Executive Summary:** This is a request to rezone the property from a PUD governed by the O-2 General Office District to the O-2 General Office District. The PUD called for medical uses on lots 1 and 2 of the Arbor Plaza Addition. As the proposed use is a credit union, a change in the zoning is necessary. No variances are requested with this application. No public improvements are required. Staff recommends approval.



**Dates of Hearing:**

Planning Commission –  
January 2, 2018  
City Council - January  
23, 2018

**Owner:** USE Federal  
Credit Union

**Applicant:** Grubbs  
Consulting LLC

**Proposed Use:** Credit  
Union

**Size:**

The area of request has a  
frontage of  
approximately 169.93'  
along E. Reno Ave. and

a depth of approximately 205.14' along Davidson Rd. containing an area of  
approximately 39,659.63 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – Office Retail (OR)  
North and East – Low-Density Residential (LDR)  
South – High Density Residential (HDR)  
West – Office/Retail (OR)

**Zoning Districts:**

Area of Request – PUD, Planned Unit Development governed by the O-2, General Office District  
South and West – PUD, Planned Unit Development governed by the O-2, General Office District  
North – SPUD, Simplified Planned Unit Development  
East – R-6, Single Family Detached Residential

**Land Use:**

Area of Request – Vacant  
North– Physical therapy business  
South –Arbor House assisted living center  
East – Single family residences  
West – Medical offices

**Municipal Code Citation:**

2.17. O-2, General Office

2.21.1 General Description

This commercial district is intended to provide a location for offices at a higher density than that allowed in the restricted office district.

This district places an emphasis on building location and design in conjunction with landscaping.

This district should be located and designed so that it can be used as a buffer between residential areas and more intense land use activities.

**History:**

1. February 2003 (PC-1469) – Approval of this Planned Unit Development for the Arbor House development was given by the Planning Commission and Council.
2. October 2013 (PC-1794) – The PUD was amended for Lot 2, Block 1 of the Arbor Plaza Addition.
3. The Planning Commission recommended approval of this item at the January 2, 2018 meeting.

**Staff Comments:**

**Engineer's report:**

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



#### Water Supply and Distribution

A thirty (30) inch public water main is located on the south side of East Reno Avenue in the street right-of-way extending along the north side of the area of request. An eight (8) inch public water main is located on the west side of Davidson Road in the street right-of-way extending along the east side of the area of request.

Public water line improvements are not required with this application.

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

#### Sanitary Sewerage Collection and Disposal

An eight (8) inch public sanitary sewer main is located on the north side of East Reno Avenue in the street right-of-way extending along the north side of the area of request. An eight (8) inch public sanitary sewer main is located in a dedicated utility easement extending along the part of the south side of the area of request.

Public sewer line improvements are not required with this application.

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

#### Streets and Sidewalks

Access to the area of request is available from East Reno Avenue and Davidson Road. East Reno Avenue is classified as a secondary arterial in the 2008 Comprehensive Plan. East Reno Avenue is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, East Reno Avenue has one hundred (100) feet of right-of-way adjacent to and parallel to the north side of the area of request. Davidson Road is classified as a local street in the 2008 Comprehensive Plan. Davidson Road is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for a local street and presently, Davidson Road has fifty (50) feet of right-of-way adjacent to and parallel to the east side of the area of request.

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

Street improvements are not required with this application.

Sidewalk improvement plans are not required with this application, however, sidewalk improvement plans will be a requirement of any building permit submitted for the area of request.

#### Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the northeast to the southwest that drains to a detention facility that serves the larger development. It is designed to service this proposed development. Currently, the area of request is undeveloped. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

Easements and Right-of-Way

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

**Fire Marshal's report:**

The Fire Marshall has reviewed this rezoning request. All provisions of Chapter 15 of the Municipal Code must be met with the application of a building permit.

**Plan Review Comments:**

The current PUD for the entire Arbor Plaza Addition was approved in February of 2003. The PUD is governed by the O-2, General Office District, however, the PUD notes that medical offices are intended for lots 1 and 2. The PUD was amended in 2013 to allow for differences in architectural elements for a new medical building on lot 2. Lot 1 has remained vacant since the approval of the PUD. As the proposed use of a credit union is not consistent with the existing PUD, a change in zoning is required.

The applicant is requesting to rezone Lot 1 of the Arbor Plaza Addition from PUD to O-2 General Office in order to build a credit union. No variances are requested as part of this application.

The following requirements of the Zoning Ordinance must be met:

- The building must be constructed of 80% masonry materials. The City does not accept EIFS as a masonry product.
- Parking of 1 space per 250 sq. ft. GLA for the first 12,000 sq. ft. of GLA. From 12,001 sq. ft – 48,000 sq. ft. GLA = 1 space per 300 sq. ft. of GLA.
- Front setback of 25' from the right-of-way on E. Reno.
- East side setback of 15' from the right-of-way on Davidson
- West side setback of 5'
- Base landscaping of six (6) trees and twelve (12) shrubs plus two (2) trees and two (2) shrubs for every ten (10) parking spaces installed. Landscaping must be in place prior to issuance of a Certificate of Occupancy.
- Maximum lot coverage of 90%
- Signage must meet the requirements of the Sign Ordinance
- Dumpster must be enclosed on three (3) sides by a minimum of 8' tall masonry walls

The applicant is also requesting an access point into the site from Davidson Ave.

Staff sent notices out to all property owners within 300 feet of the area of request. As of this writing, staff has received no calls or letters of protest.

Staff recommends approval of this request.

**Action Required:**

Approve or reject the ordinance to redistrict to O-2, General Office for the properties as noted herein, subject to staff's comments as found in the January 23, 2018 agenda packet and made a part of PC-1935 file.

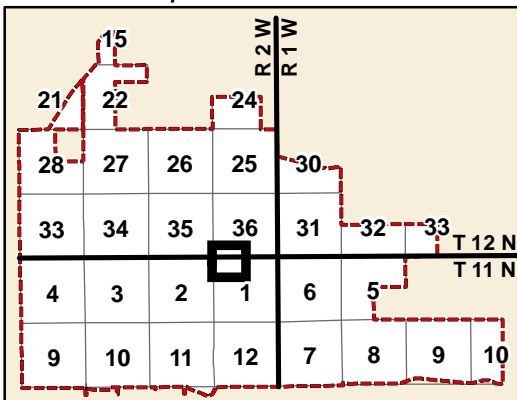
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless,  
Community Development Director

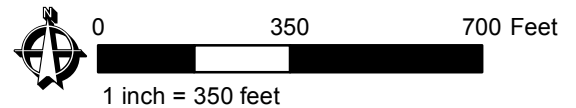
KG



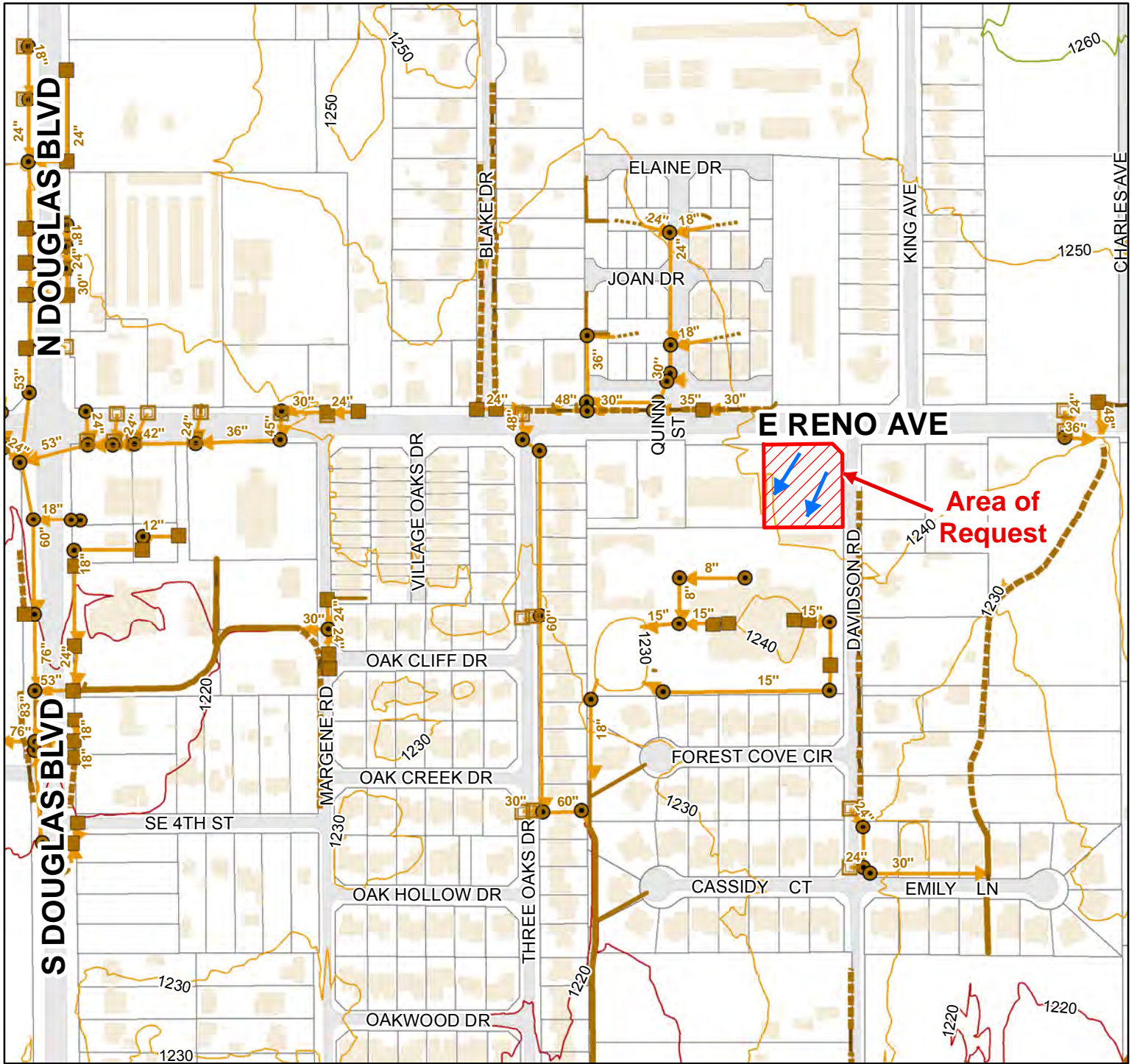
Locator Map



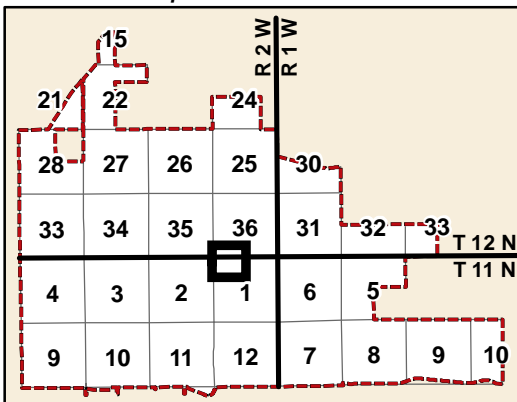
**2015 DOP (AERIAL) VIEW FOR  
PC-1935  
(NW/4, Sec. 1, T11N, R2W)**



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Locator Map



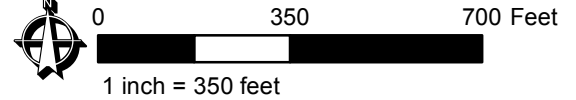
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

2009 FEMA Floodplains

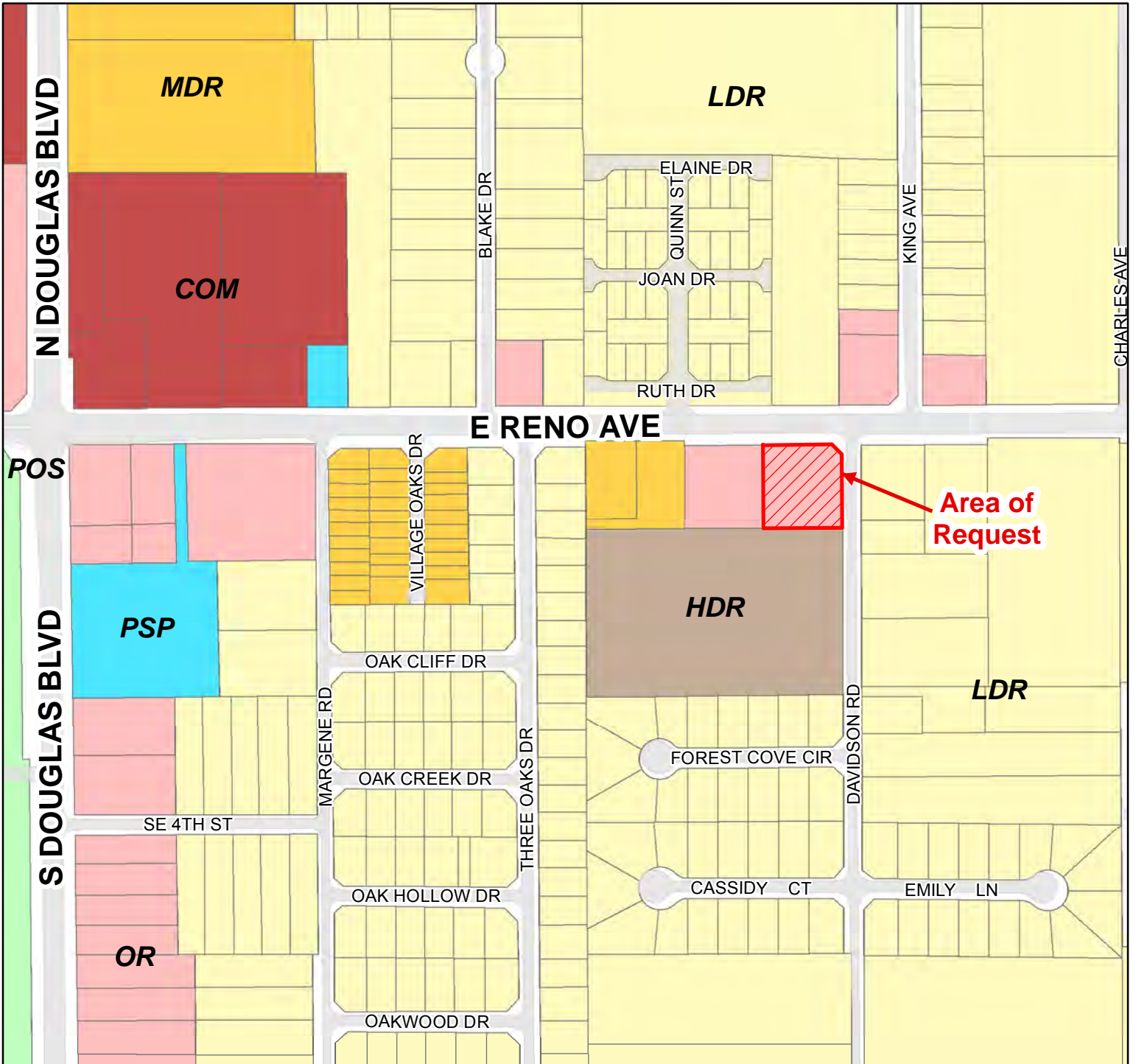
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

**DRAINAGE LOCATION MAP FOR PC-1935**

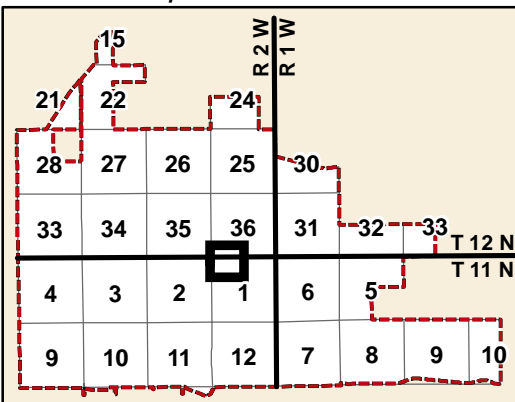
**(NW/4, Sec. 1, T11N, R2W)**













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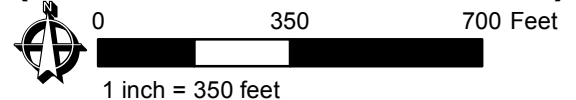
Locator Map



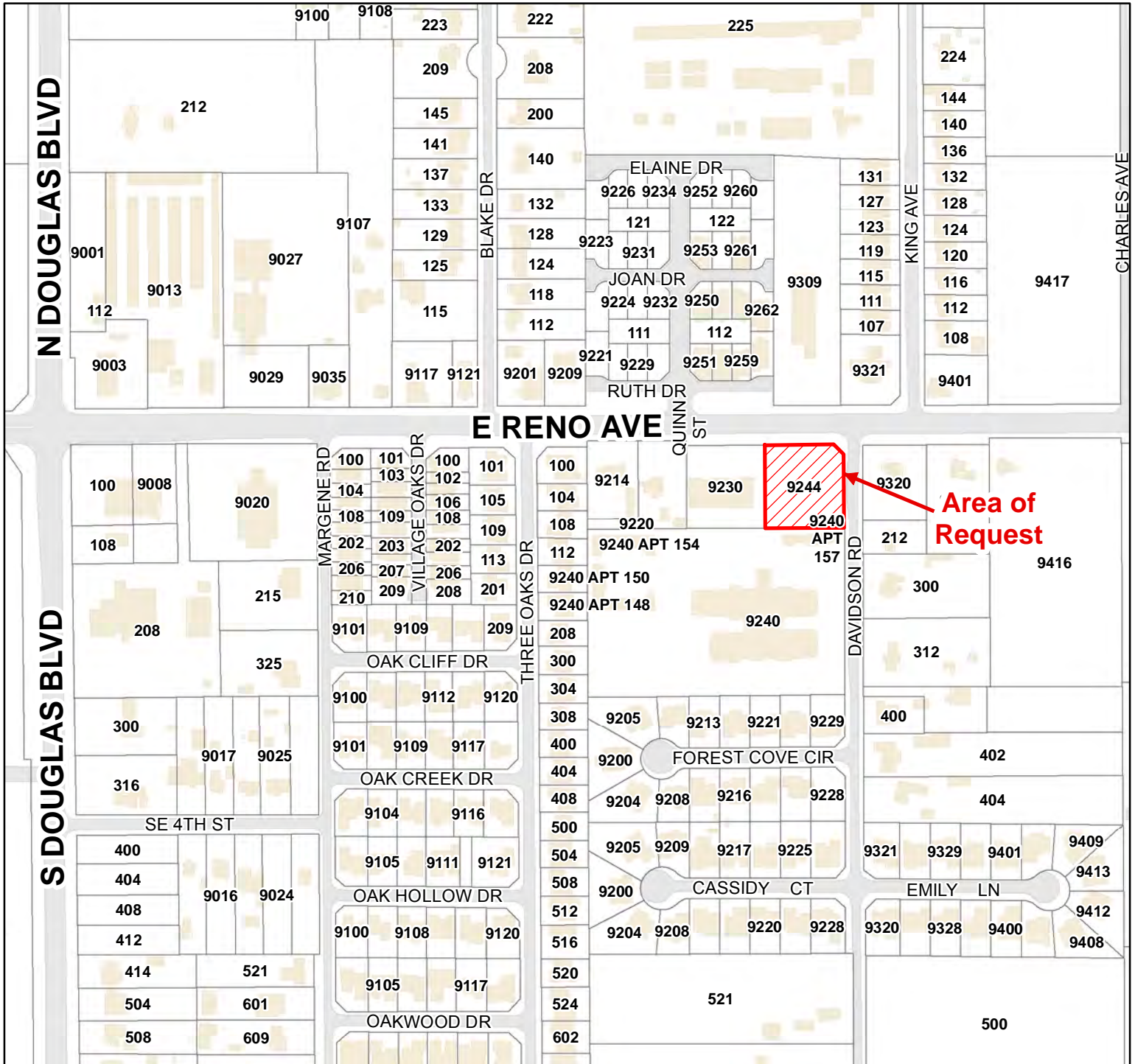
Future Land Use Legend

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

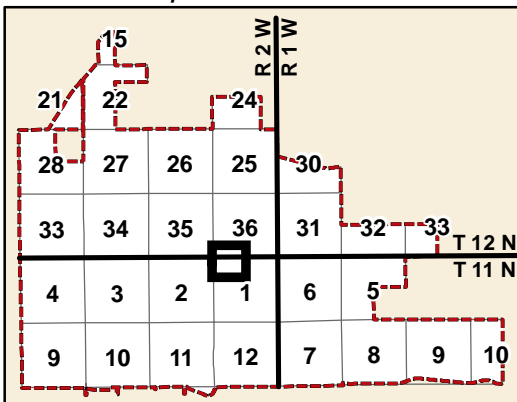
**FUTURE LAND USE  
MAP FOR  
PC-1935  
(NW/4, Sec. 1, T11N, R2W)**








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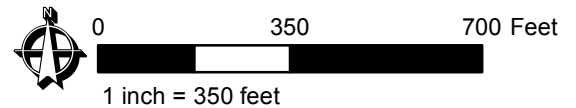
Locator Map



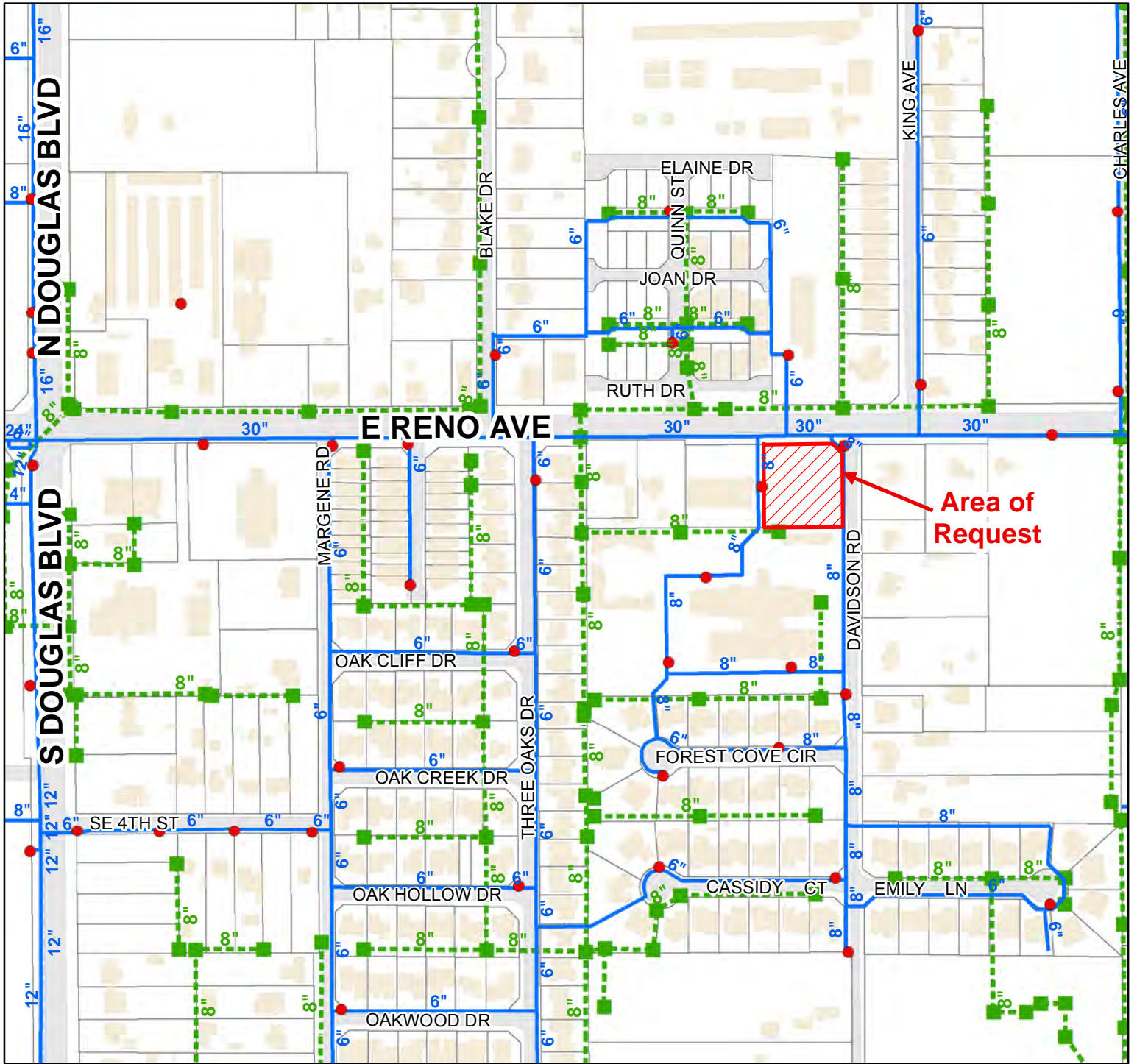
General Map Legend

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

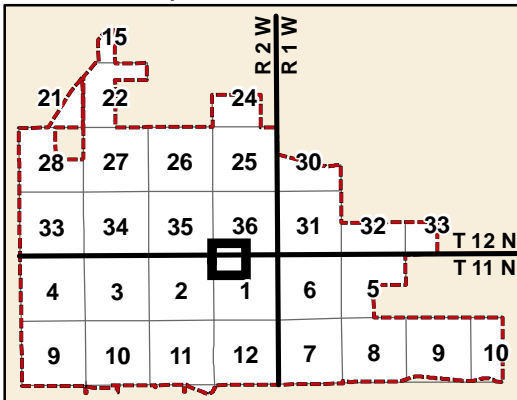
GENERAL MAP FOR  
PC-1935  
(NW/4, Sec. 1, T11N, R2W)



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Locator Map

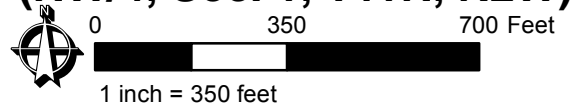


Water/Sewer Legend

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

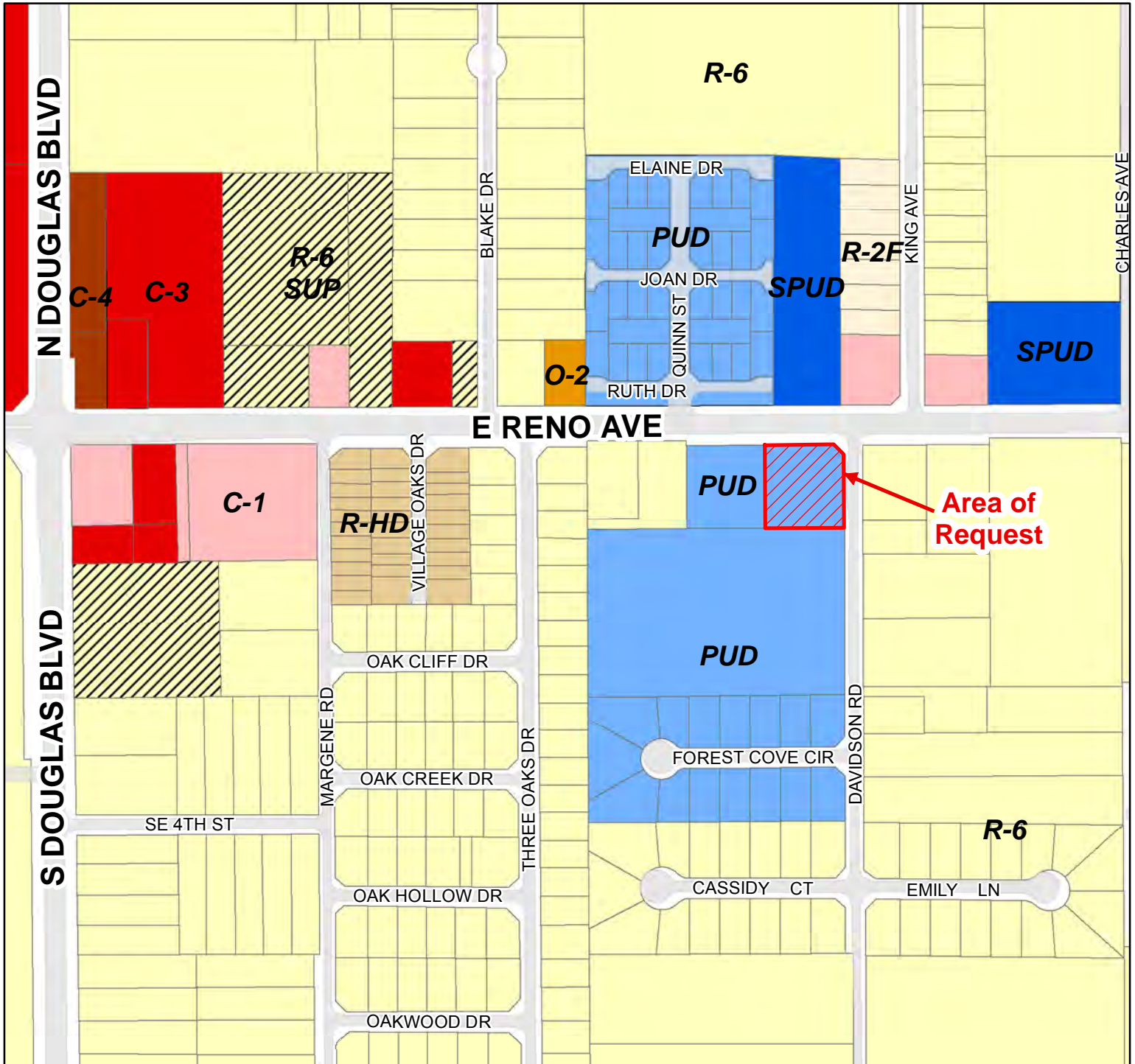
WATER/SEWER LINE LOCATION MAP FOR PC-1935

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

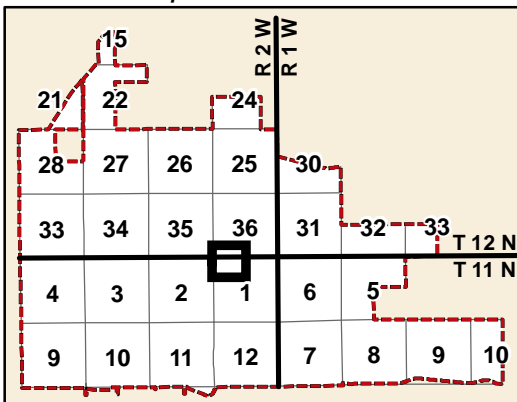


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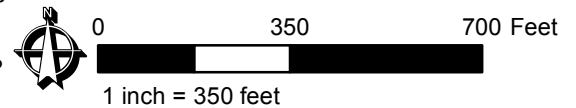
Locator Map



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 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

**ZONING MAP FOR  
PC-1935  
(NW/4, Sec. 1, T11N, R2W)**



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1 **PC-1935**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO O-2, GENERAL OFFICE, AND DIRECTING**  
5 **AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE**  
6 **RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND PROVIDING**  
7 **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 O-2 General Office, subject to the conditions contained in the PC-1935 file, and that the offi-  
12 cial Zoning District Map shall be amended to reflect the reclassification of the property’s zoning  
13 district as specified in this ordinance:

14 Lot 1 of Block 1 of the Arbor Plaza Addition, Oklahoma County, Oklahoma.

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

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

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
21 on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

22 THE CITY OF MIDWEST CITY, OKLA-  
23 HOMA

24 \_\_\_\_\_  
25 MATTHEW D. DUKES II, Mayor

26 ATTEST:

27 \_\_\_\_\_  
28 SARA HANCOCK, City Clerk  
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APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PHILIP W. ANDERSON, City Attorney



**City Manager**  
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Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
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MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: January 23, 2018

SUBJECT: Discussion and consideration of the Police and Fire Quarterly Reports associated with the Matrix and ESCI Studies, respectively.

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Please see attached quarterly Reports. Action is at the Council's discretion.

J. Guy Henson, AICP  
City Manager

To: Chief Brandon Clabes

From: Major Robert Cornelison

Subj: Matrix Committee implementation

Date: January 10, 2018

The Matrix Committee originally met June 22<sup>nd</sup> 2017 to discuss recommendations made in the final Matrix study/report, and then again on August 10, 2017. The committee has continued to discuss and review the panel's recommendation since those dates. The completed report dated Sept. 25<sup>th</sup> 2017 was submitted to each of the department's supervisors and command staff for review. The committee is still active and routinely revisits the report.

The following items have been implemented or will be implemented over the next several months.

Field Operations:

- A. ***Add three additional officer positions to provide consistency in the proactive capabilities of patrol, which also has the effect of increasing overall patrol proactivity to a level of 45% (hours between 1400/2200 hours).*** We are in the process of hiring five (5) new officers for early June 2018. Two are replacing officers who have left the agency and three are following the Matrix and Matrix committee's recommendations, bringing our total commissioned officers to 97. This process had originally been delayed pending passing the city's new sales tax. After the tax vote was completed we started the process receiving 86 applicants. Written testing was completed January 10<sup>th</sup>. Physical fitness testing has been scheduled for Jan. 23<sup>rd</sup>, 24<sup>th</sup>, and 25<sup>th</sup>. Review boards will follow, backgrounds will be completed and selections will be completed by June of this year for the June 20<sup>th</sup> Police Academy.

We are increasing the department's reserve force from this group of applicants.

***Matrix recommended a dedicated lieutenant to supervisor the jail.*** Staff is considering adding this position to the 2019/2020 budget. Staff is considering making this position over the jail along with animal control. The department has had this position before but was cut, along with the jail manager, due to budget concerns several years ago.

Cost of creating a new Administrative Lieutenant position for the jail results in an estimated additional cost of \$101,923.60 for fiscal year 2017-18.

- B. ***By 2021, add one new officer to the Community Action Unit to maintain current service levels as the population of the community continues to expand.*** Staff plans on adding

to the CAO Office as soon as possible. We currently have two officers in the field training program graduating this spring. The five new hires will complete training early 2019. Current CAO staffing is one supervisor, two officers and one SRO assigned to the Midwest City High School.

- C. **Reassign two officers from the night shift to the day shift in order to address peaks in patrol workload throughout the day.** The committee recommends we do not follow this recommendation. Staff along with shift supervisors and commanders has discussed this in detail and agree with the committee. Staffing for night shift patrol will remain the same. Unlike other shifts, nights has limited resources available.

Jail facility:

- A. **Matrix study recommends assigning a Lieutenant currently job-sharing as the jail manager and Lieutenant in Criminal Investigations, to full time role in the jail. Provide space in the jail facility so the Lieutenant can provide direct management and oversight while on duty.** Staff is considering this possibly for the 2019/2020 budget. It should be noted there is no room inside the jail to serve as an office for this position. Refer to item "A" under field operations (third paragraph) for additional details.
- B. **Matrix study recommends increase full-time staffing by four personnel so that shift minimums can be met.** Although the Matrix Study suggests the jail staff should be increased by (4) four, the committee recommends an increase of (2) two as the budget allows. This will be enough to meet manpower needs.

The jail has a high turnover rate. The average pay rate for a jailer is \$23.00/hour. A new jailer would start at \$15.88/hour.

Average senior jailer -  $\$23.00 \times 2 = \$46.00/\text{hour}$

Average new hire rate  $\$15.88 \times 2 = \$31.76/\text{hour}$

The actual cost for two new jailers (Estimated) would be \$51,726.78 for the next budget year. This would bring our total to 14 jailers.

Presently the department is looking at replacing jailers as soon as an existing jailers turns in notice. This will reduce manpower concerns and replace jailers sooner.

- C. **Develop a lead Jailer position, at 10% increase in salary, and designate four (4) positions as lead jailer. These positions would help facilitate jail management and supervision.** Now that sales tax money will be available, the department is considering making these changes as we prepare the next budget. This would need to be coordinated with Human Resources and Finance. The cost for promoting two jailers, one on each shift, to lead positions would be \$9,112 for the 2018/2019 budget.
- D. **Matrix Study recommends moving visitation and bail bond processing duties to records so that jailers do not have to leave the jail.** The committee recommends visitation needs to remain the responsibility of the jail. Jail staff is required to keep a record of the people who are coming to visit and escort them from the lobby to the visitation rooms. Jail staff also checks their ID at the door to make sure the person they are visiting can have visitors. Jail staff has to leave the jail for this but it is only for a short time. **Note: This was explained to the Matrix Assessors numerous times. It appears they did not completely understand this jail procedure.**

Bonding procedures: Committee recommends these remains the responsibility of the jail. The jail staff has access to bond/fine information of all inmates. Staff has to leave the jail to pick up the bond from the lobby as well as the payment (either bond filing fee or cash payments). Staff has to process the bond in INCODE which records does not have access.

Phone cards: Currently visitors can purchase phone cards in the lobby from jail staff from 0800 - 1500 hours on week days and on weekends during visitation 1330 – 1630. Cards are not sold during night shift hours. The committee recommends records are allowed to sell phone cards. The jail is often tasked with other jail duties including bonding procedures as noted above. The phone cards could be stored in records, along with the receipts and cash box. Once a card is sold a jailer could come get the card and make sure the inmate receives it. This alleviates the need for visitors to wait for long periods of time in *the lobby*. This has not been implemented yet due to manpower issues in Records. Will begin doing this soon.

#### Investigations:

A. **Eliminate ancillary duties for investigators that do not contribute to the support of the Department.** Committee disagrees. Currently allowing officers/detectives who have additional talents such as painting, installing flooring, or other construction needs saves the city money on remodel projects. This also gives officers ownership in the building and improvement projects. These projects will always come second to calls for service or other police responsibilities. (No change or additions) Estimated

**B. Formalize the case screening process using a documented solvability factor methodology that includes a 12-point criteria checklist on all assigned detective cases.**

Committee notes this 12 step process already in place as reports are already screened by investigative supervisors for solvability. This methodology is used on all reports and cases regardless of whether further investigation was requested by the Patrol division. (Complete, no changes additions)

**C. Formalize a detective caseload prioritization system as part of the case screening process using a 7-priority system as a framework.**

This is currently being done. The priority system includes severity and type of crime, witness or suspect information and victim willingness to prosecute. This is being done and there has been better coordination with Patrol including the information needed to prioritize and screen the cases received from the Patrol Division.

**D. Include the formal case screening and prioritization of criminal cases as part of the Investigations Captain's duties and responsibilities.**

Committee notes this already in place. Captain in investigations assigns case load and duty responsibilities. During the process of reviewing the report for assignment, the Investigations Captain screens them using the formal 12 point criteria and priority system. This is still being done on a daily basis. Matrix suggested this because they were somehow unaware that we were currently doing this. Perhaps it is because there was not some type of "checklist" on RMS when assigning cases out.

**E. Formally revisit the approach to investigating the approximate 50% of medium and low priority cases currently assigned to detectives, and determine in the future the best method for case resolution. The list of such case types is included in this report.**

After the case has already been screened and prioritized by the Captain the Detective who is assigned the case decides the best method based on experience. The case is continually monitored by the Detective and re-classified or prioritized based on the progress of the investigation. This has been monitored and continues to be done.

**F. Include in the Department's existing policy OPS 18 all important investigative work-related protocols discussed herein including the further formalization of the case management process, what medium and low priority cases Patrol will investigate compared to detectives, etc.**

OPS 18.02 already include the follow up criteria for Patrol Officers. It outlines when officers should conduct follow up investigations and lists in detail the types of cases that require immediate coordination with Detectives/Investigators. This is still being done and the Patrol Division has assisted by providing better information. This was and is being done. It's just not done as a "checklist" in RMS which is not feasible to do.



**G. Reduce detective staffing in criminal investigations from 8 to 6.5 detectives through the recommended re-assignments.** Staffing already at 7. Committee recommends maintaining this level. Due the nature of the work and existing protocols there is no way to have a part time position. At the time of this report the number of Detectives still at 7. Will assess again in the future.

**H. Convert the detective currently performing as Training Coordinator from “half-time” to “full-time”** .Committee recommends maintain training coordinator/detective position as is. For our size agency the training coordinator duties do not take up more than 20% of their daily duties. No Changes.

**I. Convert the detective with polygraph ancillary duties to a half-time background investigator, assigning all background investigations to this position. The detective would continue as a half-time detective position focused on a modest property crime workload.** Committee disagrees. Having the detective/polygraph operator would not be able to keep up with background investigations in a timely manner. Additionally, polygraph operator would not administer polygraph to applicant after completing background investigation. When conducting polygraph examinations it is critical that the examiner not have any pre-conceived notions or anything that may interfere with the outcome of the examination. No changes.

**J. Upon implementation of noted case management practices, revisit criminal investigations staffing in one-year to determine if additional staffing changes are warranted.** Committee agrees. Revisit investigations staffing in one year. Has not been quite one year, the number of 7 has been adequate at this point. Caseloads have been manageable for the most part.

**K. Maintain existing staffing levels in the SIU but re-evaluate annually based on productivity measures captured by the approaches discussed in this report.** Committee agrees. Revisiting staffing for Special Investigations Unit annually based on productivity. This can be monitored by the SIU supervisor and Investigations Captain. This has been monitored. Staffing levels are currently adequate to cover caseloads. Fewer Investigators would be problematic at this time.

**L. Upon implementation of improved case management practices, revisit criminal investigations staffing in one-year to determine if additional staffing changes are warranted.** We will revisit and re-evaluate in one year. We will do this by monitoring case load for each Detective and clearance rates etc. The number of Detectives (7) has been adequate. However, any fewer would cause issues.

**M. Maintain existing staffing levels in the SIU but re-evaluate annually based on productivity measures captured by the approaches discussed in this report.** Committee agrees. Revisiting staffing for Special Investigations Unit annually based on productivity. This can be monitored by the SIU supervisor and Investigations Captain. This has been monitored. Staffing levels are currently adequate to cover caseloads. Any less Investigators would be problematic at this time.

**N. Implement SARA problem solving and reporting, as further defined in MCPD's policy OPS 14, to help define SIU successes and ultimately determine desired staffing levels in the unit.** Investigations Captain and SIU Supervisor will be tasked with implementing the SARA model to establish clear obtainable goals to determine the unit's success and staffing level needs. Due to the wide range of cases/Investigations completed by SIU it is difficult to gage or quantitate even using a SARA model. Clearance rates for shootings, gang related incidents are being monitored.

Technical and Record Services:

**A. Maintain the current staffing level of records clerks.** Committee Agrees

**B. Train additional records personnel on UCR report to free up the crime analyst to perform more advance crime analysis functions.** Committee agrees, this is already being looked at. Crime analyst duties have been reduced. This has been done. Records personnel have been cross-trained to perform UCR duties.

**C. Train records staff to assist in bail bond paperwork and inmate visitation process so jail personnel do not have to leave the jail facility.** Committee does not agree. See section on jail/courts. No changes

**D. Make the part time animal rescue specialist position a full time position to allow more animals to be rescued to reduce kennel overcrowding.** Already under consideration, not possible at this time (budget). I recommend looking at this option after bond issue decided. May possibly have two part time positions instead.

**E. Maintain the current staffing level of Animal Control Officers.** Committee agrees with maintaining current staff (see above). Will re-evaluate when new Animal Welfare building is built if bond issue passes. No changes. New Animal Welfare building being considered and reviewed at this time.

**F. Revise animal control contracts to an actual cost basis to ensure full cost recovery for sheltered animals.** Committee notes this already being done. This has been done by the City Animal welfare board.

**G. Develop a capital improvement program to extensively remodel or relocate shelter to a larger more adequately designed space.** Committee notes this already being looked at. Also being looked at by City Animal Welfare board.

**H. Maintain current staffing level of forensic techs and property room clerk.** Committee agrees.

**I. Purchase digital image management software that has access control and auditing functions to mitigate any chain of evidence concerns.** Committee notes this is an issue. Working within confines of RMS. Have not found software compatible with RMS. The I.T. Department is also helping to look for a solution to this issue.

Analysis of the Chief's Office, organization and management:

**A. It is important to devise SMART performance measures. Many organizations, such as the MWCPD, devise systems whereby the information developed is a generic goal without linkage to the necessary steps (objectives) to accomplish that goal.** This will be discussed in detail during the next strategic planning meeting to be completed by February 2018.

Major Robert Cornelison

Field Operations Commander

Major David Huff

Support Services Commander



Midwest City Fire Department  
STRATEGIC PLAN

## MESSAGE FROM THE FIRE CHIEF

I am pleased to introduce the Department's Strategic Plan. The Plan is both a roadmap for the Midwest City Fire Department and a guide for identifying priorities, so we can continue to deliver excellent fire, prevention and emergency medical services into the future.

This plan is a five-year-plan and is designed to represent our commitment to be good stewards of our Department's resources and the funding provided by the citizens of Midwest City. This process started with the evaluation of the current Department configuration in 2016 by Emergency Service Consulting International (ESCI) conducting a 10 year master plan study. During this process, they identified 68 key recommendations for the Department to consider to help improve the operation and delivery of current services offered.

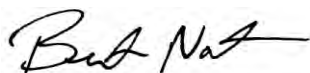
When this process began, we held a community forum and these were the things that the citizens provided that they felt were important:

- Properly Staffed
- Response times the same for residents and businesses
- Maintain service levels voted on and approved by the public
- Does not negatively impact the current ISO rating of a 1 and current quality of service
- Well-equipped and trained
- Established and functioning mutual aid program
- Strong community preparedness
- Operate in a safe manner
- Be well trained and knowledgeable
- Utilize and adjust accurate data
- Staffed firefighting unit in every station
- Maintain stations
- Reflect the community served (diversity)

The Department had to begin to place these in priority and answer some important questions: where we are now, where are we going, and how will we get there. Throughout this document, we will address these questions with every key recommendation identified.

In closing, I would like to thank everyone that has worked on this document and provided input to this document and has made the commitment to continue to provide the best service to the citizens of Midwest City.

Sincerely,



Bert Norton, Fire Chief

## ORGANIZATIONAL OVERVIEW

The Department covers 26 square miles with a population of 55,000 residents. We respond out 6 fire stations with 75 suppression personnel. There are 5 engines and one ladder that cover the calls for service. In 2016, the Department responded to 6893 total incidents with EMS being 78% of the calls. The Fire Prevention section is comprised of a Fire Marshal and 3 Fire Prevention Officers, who did 891 annual oil well and business inspections, in 2016.



### **Department Facts:**

Uniformed personnel- 75

Fire Prevention -4

Training Chief- 1

Administration- 3

### **Stations and Apparatus**

Stations- 6

Engines-4

Ladder- 2

## THE PLANNING PROCESS

The process for the Plan started by coming to the City and meeting with the citizens of the community the Department. We took the recommendations and divided them up into groups utilizing our current committees. When the accomplishment dates for this were identified, we tasked each group to come up with a plan to accomplish the recommendations and identify the benefit of the recommendations to the Department with regards to our mission. There are a total of 48 members that are working and serving on these committees.

Strategic Planning Committee: 10 Members

Bert Norton, Fire Chief  
Assistant Chief Reese Morrison, Red Shift  
Assistant Chief Doug Beabout, Blue Shift  
Assistant Chief Tony Lopez, Green Shift  
Assistant Chief Bob Toney, Fire Marshal  
Assistant Chief Rodney Foster, Training Chief  
Major David Richardson, Administration  
Caleb King, Local 2066  
Becky Bruce, EOC Supervisor  
Cole Davis, IT

Lieutenant Shawn Lockhart, Green Shift

EMS Committee: 4 Members

Assistant Chief Rodney Foster, Training  
Firefighter James Caudill, Red Shift Coordinator  
Lieutenant Eugene Sateren, Blue Shift  
Coordinator (Committee Chair)  
Lieutenant Brian Christy, Green Shift  
Coordinator

Safety Committee: 8 Total Members

Fire Prevention Committee: 4 Members  
Assistant Chief Bob Toney, Fire Marshal  
Jeremy Robbins, Fire Prevention Officer  
Joel Bain, Fire Prevention Officer  
Duane Helmberger, Fire Prevention Officer

Bert Norton, Fire Chief  
Assistant Chief Rodney Foster, Training  
Major John Steele, Red Shift Representative  
Lieutenant Eddie Ellis, Red Shift Representative  
Major Jody Williams, Blue Shift Representative  
(Committee Chair)  
Firefighter Nathan LeClaire, Blue Shift  
Representative  
Major Jerimy Meek, Green Shift Representative  
Lieutenant Shawn Lockhart, Green Shift  
Representative

Honor Guard Committee: 12 Members

Firefighter Todd Cantrell, Green Shift  
Lieutenant Chad Flint, Green Shift  
Major Mike Herren, Green Shift  
Major Chris Hudson, Blue Shift  
Firefighter Jeff Hughs, Green Shift  
Assistant Chief Tony Lopez, Green Shift  
Lieutenant Kevin Miller, Blue Shift  
Fire Prevention Officer Jeremy Robbins  
Lieutenant Eugene Sateren, Blue Shift  
Lieutenant Michael Todd, Green Shift  
Major Tony Williams, Red Shift

**Strategic Planning Committee**

1. Set City-wide response time goals by incident types as needed. Response time goals should include call processing time, turnout time, and travel time.
2. Council should adopt jurisdiction response time objectives.
3. Collect accurate and complete response time data for all units assigned to an incident. These times should include call processing and turnout times. This may require working with Emergency Management (Midwest City Emergency Communications Center) to implement Automatic Vehicle Locator (AVL) technology and Mobile Data Terminals (MDT) in the apparatus reporting directly to the Computer Aided Dispatch System (CAD).
4. Conduct regular reporting of turnout times with on-going analyses of turnout time delays, if these continued to be observed.
5. Measure first unit due response time at four minutes for all first due responses against 90 percent compliance. First due response area and the Department should be tracked and reported. Measure the Emergency Response Force (ERF) achieved on all structure fire calls at eight minutes, at 90 percent compliance.
6. Expand the incident reporting capability to include geographical distribution working with City GIS unit. Include graphical data in annual report.
7. Consider a second ladder in service at station 2 to maximize aerial device capabilities, address the current risk profile and aerial master stream and rescue capabilities within the City.
8. Set minimum staffing based on an Emergency Response Force (ERF) of 17 firefighters arriving within eight-minute travel time, 90 percent of the time and adjust staffing as needed (19 personnel).
9. Determine structures that require additional effective response force personnel and plan for automatic aid to accomplish the adopted ERF.
10. Define fire target hazards and determine what the necessary Emergency Response Force (ERF) for these hazards.
11. Establish automatic aid agreements for the greater ERF needs and perform interagency training; ensure compliant and integrated equipment is provided, and coordinated policies and procedures are in place and jointly exercised on a regular basis.
12. Utilize closest unit response regardless of jurisdiction, if possible, with surrounding departments.
13. Review and update applicable human resource rules, policies, and procedures to ensure currency and effective processes.
14. Create a strategic plan following the master plan. Establish goals and objectives as a part of the strategic plan.
15. Review the master plan every ten years or as significant change occurs.
16. Establish a Capital Improvement Plan for replacement/refurbishment fund, if not included in the City's Capital Improvement Plan.
17. Develop and implement a formal recruitment program.
18. Periodically review the mission statement for updates.
19. Establish SOGs review committee to provide member input.
20. Determine a procedure of periodic review and update to Standard Operating Guidelines and Policies and Procedures.
21. Establish a process to determine critical issues within the fire department and propose solutions.



## KEY RECOMMENDATIONS

22. Develop and exercise mutual and automatic aid policies and procedures for high-risk low-frequency events and incidents.
23. Establish timetable for regular review and revision of all job descriptions.

### **Fire Chief**

1. Fire Chief reports performance against the established goals to Department and to City Management.
2. Consider the addition of analyst function to the Department to support planning activities.
3. Report compliance with established performance standards in annual report.
4. The Department Management and the Collective Bargaining Unit work to provide more frequent annual physicals.
5. A Capital Apparatus Replacement Plan should be developed with a funding mechanism.
6. Implementation of labor management collaboration process.
7. Evaluate the current roles and responsibilities of the Administrative Major, and whether this position should remain at the rank of Major.
8. Complete a comprehensive job task analysis and implement results.
9. Establish standardized job description format to facilitate clarity in the roles and responsibilities.

### **Fire Prevention**

1. Community Development and the fire department should both use 2015 International Building Code (IBC) and the International Fire Code.
2. Cross train fire inspectors to perform plan review functions to ensure no gaps in service occur when Fire Protection Engineer position is vacant.
3. Establish a weekly work plan that supports efforts to achieve the stated goals for annual inspection.
4. Consider option(s) to achieve 100 percent inspection rate again (if desired).
5. Implement a company-level inspection program for non-high risk occupancies and ensure adherence to NFPA 1620 for pre-incident planning program.
6. Evaluate the potential effectiveness of implementing self-inspection program for non-high risk occupancies.
7. Consider addition of one new fire inspector position to accomplish 100 percent inspections.
8. Establish formal training program to ensure the individual performing public education is trained to NFPA 1031 standards.
9. Identify school age appropriate fire prevention curriculum.
10. Review all fire and life safety education materials to ensure relevancy to non-English speaking populations within the community.
11. Develop and implement tracking and reporting mechanisms relative to fire and life safety activities.
12. Create an annual report to communicate the activities of the fire and life safety function to the city's residents and business owners.
13. Establish a task force between law enforcement and the Department to jointly investigate suspicious fires.
14. Explore potential options available to utilize incentive programs to encourage builders to voluntarily install residential sprinklers.

## KEY RECOMMENDATIONS

### Training Committee

1. Implement a formal “lessons learned” program to improve the knowledge, skills, and abilities of the Department personnel.
2. Establish regularly scheduled medical director “coffee break” style review sessions to facilitate learning and skill improvement.
3. Update health and safety related policies to be current with the most recent applicable NFPA standards adopted in accordance with NFPA 1581.
4. Include cancer screenings as a part of the new hire and incumbent annual physicals.
5. Establish a training committee.
6. Further develop training opportunities with mutual aid partners.
7. Train periodically on SOGs and Policies and Procedures.
8. Determine if selection process of the Department meets the following:
  - a. Baseline physical ability standards for hiring.
  - b. Uses a qualified testing process to select best possible candidates in cognitive area.
  - c. Uses NFPA 1581 as basis of initial physical

### EMS

1. Pursue implementation of Medical Priority Dispatch with associated tiered response time standards for non-emergency “Alpha” and “Bravo” call designations.
2. Review historical emergency medical calls occurring within the response area to determine if any gaps in the provision of advanced life support (ALS) service exist.
3. Evaluate the efficiency of potential provision of Advanced Life Support level service by personnel.
4. Consider an EMS Review Committee reviewing “advanced calls” more frequently than current standard.
5. EMS Committee should meet with medical director on a scheduled basis to facilitate improvements in QA/QI processes.
6. Establish regularly scheduled medical director “coffee break” style review sessions to facilitate learning and skill improvement.

### SOP Committee

1. Establish standardized job description format to facilitate clarity in the roles and responsibilities.
2. Develop and implement a formal recruitment program.
3. Create a vision statement for the department.
4. Create a values statement for the department. Use the values statement to develop a code of ethics for the department.
5. Periodically review the mission statement for updates.
6. Establish SOGs review committee to provide member input.
7. Determine a procedure of periodic review and update to SOGs and Policies and Procedures.
8. Establish a process to determine critical issues within the Department and propose solutions.

## KEY RECOMMENDATIONS

9. Develop and exercise mutual and automatic aid policies and procedures for high-risk low-frequency events and incidents.
10. Establish timetable for regular review and revision of all job descriptions.

### **Safety Committee**

1. Safety Committee should review accidents, injuries, near-miss incidents and workplace safety suggestions; report analysis and results to fire chief; promote member safety self-awareness.
2. Ensure safety committee activities are in alignment with NFPA 1500, Chapter 4.
3. Update health and safety related policies to be current with the most recent applicable NFPA standards adopted in accordance with NFPA 1581.

### **Honor Guard**

1. Create a vision statement for the department.
2. Create a values statement for the department. Use the values statement to develop a code of ethics for the department.

The following are the timelines that were set forth by the Strategic Planning Committee for the dates to have the plan moving forward to accomplish the recommendations that were identified. Some of these will have already been accomplished and others will be new to the department. We have asked that for each one of the recommendations addressed here to be done with the policy that will lay out the path for us moving forward. While working on this we have identified that we are already doing some of these but there is nothing in writing. We have tasked the committees to place the practice that we already do in writing so that consistency will be followed each time.

## ALREADY ACCOMPLISHED

1. *Train periodically on SOGs and Policies and Procedures.* The Strategic Planning Committee feels like this is an oversight from ESCI and we are currently doing this. We can pull training records and they will show trained on policy and procedures.
2. *Consider an EMS review committee reviewing “advanced calls” more frequently than current standard.* The EMS Committee looked at this and has started the process in June of 2016.
3. *Establish a weekly work plan that supports efforts to achieve the stated goals for annual inspection.* The new plan was introduced in January of 2017 to accomplish inspections as outlined in NFPA 1730
4. *Consider option(s) to achieve 100 percent inspection rate again (if desired).* It was decided on a plan with NFPA 1730 where all the businesses would be divided up into three different classifications (high, medium and low) and that everyone but low will be done on a yearly basis and that all the low will be inspected within three years. This plan was put in place in January of 2017
5. *Evaluate the potential effectiveness of implementing self-inspection program for non-high risk occupancies.* This was looked at in January of 2017 and it was decided that this was not a viable program for Midwest City. ISO does not recognize this program and research was done by Fire Prevention with other cities that have tried this and they stated that it was not an effective program.
6. *Consider a second ladder in service at station 2 to maximize aerial device capabilities, address the current risk profile and aerial master stream and rescue capabilities within the city.* The second ladder was placed in service in early 2017.
7. *Establish formal training program to ensure the individual performing public education is trained to NFPA 1031 standards.* This was accomplished in May of 2017 by three members of Fire Prevention receiving this training.
8. *Set minimum staffing based on an Emergency Response Force (ERF) of 17 firefighters arriving within eight-minute travel time, 90 percent of the time and adjust staffing as needed (19 personnel).* We changed the policy for the response to structure fires to make sure that the effective firefighting force was there in August 2017.
9. *Set City-wide response time goals by incident types as needed. Response time goals should include call processing time, turnout time, and travel time in June of 2017.* An ordinance was written and has been waiting to be submitted to the City Council.
10. *Establish a training committee.* This has been in place for some time as the EMS/Training committee in the Collective Bargaining Agreement. There has been discussion to expand this once funds become available.

## PLAN MOVING FORWARD

### **September 2017**

Create a strategic plan following the master plan. Establish goals and objectives as a part of the strategic plan.

Establish a capital improvement plan for replacement/refurbishment fund, if not included in the City's capital improvement plan.

Implement a formal "lessons learned" program to improve the knowledge, skills, and abilities of the Department's personnel.

A capital apparatus replacement plan should be developed with a funding mechanism.

### **October 2017**

Jurisdiction response time objectives presented to Council for adoption.

### **November 2017**

Council should adopt jurisdiction response time objectives.

Establish a task force between law enforcement and the Department to jointly investigate suspicious fires.

### **December 2017**

Collect accurate and complete response time data for all units assigned to an incident. These times should include call processing and turnout times.

Conduct regular reporting of turnout times with on-going analyses of turnout time delays, if these continued to be observed.

Measure the first unit due response time at four minutes for all first due responses against 90 percent compliance. First due response area and the entire Department should be tracked and reported. Measure the Emergency Response Force (ERF) achieved on all structure fire calls at eight minutes, at 90 percent compliance.

Determine if selection process for the Department meets the following:

- a. Baseline physical ability standards for hiring.
- b. Uses a qualified testing process to select best possible candidates in cognitive area.
- c. Uses NFPA 1581 as basis of initial physical.

Further develop training opportunities with mutual aid partners.

## PLAN MOVING FORWARD

### **December 2017**

Evaluate the efficiency of potential provision of ALS level service by the Department personnel.

### **January 2018**

Develop and exercise mutual and automatic aid policies and procedures for high-risk low-frequency events and incidents.

Identify school age appropriate fire prevention curriculum.

Review all fire and life safety education materials to ensure relevancy to non- English speaking populations within the community.

Create a vision statement for the Department.

Create a values statement for the Department and a code of ethics for the department.

### **February 2018**

Review and update applicable human resource rules, policies, and procedures to ensure currency and effective processes.

Periodically review the mission statement for updates.

Establish SOGs Review Committee to provide member input.

Determine a procedure of periodic review and update to SOGs and Policies and Procedures.

Establish timetable for regular review and revision of all job descriptions.

### **March 2018**

Consider the addition of analyst function to the Department to support planning activities.

Consider addition of one new fire inspector position to accomplish 100 percent inspections.

Include cancer screenings as a part of the new hire and incumbent annual physicals.

### **June 2018**

Expand the incident reporting capability to include geographical distribution working with City GIS unit. Include graphical data in annual report.

Develop and implement tracking and reporting mechanisms relative to fire and life safety activities.

## PLAN MOVING FORWARD

### **June 2018**

Create an annual report to communicate the activities of the fire and life safety function to the City's residents and business owners.

Pursue implementation of Medical Priority Dispatch with associated tiered response time standards for non-emergency "Alpha" and "Bravo" call designations.

Review historical emergency medical calls occurring within the Department response area to determine if any gaps in the provision of advanced life support (ALS) service exist.

EMS Committee should meet with medical director on a scheduled basis to facilitate improvements in QA/QI processes.

Establish regularly scheduled medical director "coffee break" style review sessions to facilitate learning and skill improvement.

Establish regularly scheduled medical director "coffee break" style review sessions to facilitate learning and skill improvement.

Implement a company-level inspection program for non-high risk occupancies and ensure adherence to NFPA 1620 for pre-incident planning program.

### **July 2018**

Work with Emergency Management (Midwest City Emergency Communications Center) to implement Automatic Vehicle Locator (AVL) technology and Mobile Data Terminals (MDT) in the apparatus reporting directly to the Computer Aided Dispatch System (CAD).

Establish a process to determine critical issues within the Department and propose solutions.

The implementation of labor management collaboration process.

### **January 2019**

Determine structures that require additional effective response force personnel and plan for automatic aid to accomplish the adopted ERF.

Define fire target hazards and determine what the necessary Emergency Response Force (ERF) for these hazards.

Establish automatic aid agreements for the greater ERF needs and perform interagency training; ensure compliant and integrated equipment is provided, and coordinated policies and procedures are in place and jointly exercised on a regular basis.

Develop and implement a formal recruitment program.

## PLAN MOVING FORWARD

### **January 2019**

Safety Committee should review accidents, injuries, near-miss incidents and workplace safety suggestions; report analysis and results to fire chief; promote member safety self-awareness.

Ensure safety committee activities are in alignment with NFPA 1500, Chapter 4.

Update health and safety related policies to be current with the most recent applicable NFPA standards adopted in accordance with NFPA 1581.

### **July 2019**

Cross train fire inspectors to perform plan review functions to ensure no gaps in service occur when fire protection engineer position is vacant.

Evaluate the current roles and responsibilities of the administrative major, and whether this position should remain at the rank of major.

Establish standardized job description format to facilitate clarity in the roles and responsibilities.

### **2022**

Utilize closest unit response regardless of jurisdiction, if possible, with surrounding departments.

Explore potential options available to utilize incentive programs to encourage builders to voluntarily install residential sprinklers.

### **2024**

Review the master plan every ten years or as significant change occurs.

There were 2 other recommendations that deal with the annual report that is submitted to the City Manager. These recommendations will be added to that report and they also tie into some of the recommendations getting done to be able to track. This is done on an annual basis.

Fire Chief reports performance against the established goals to department and to city management.

Report compliance with established performance standards in the annual report.





NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION



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

## **MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING**

**January 2, 2018 - 7:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on January 2, 2018 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  
Billy Harless, Community Development Director

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

### **A. MINUTES:**

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

### **B. NEW MATTERS:**

1. **(PC-1933) Public hearing with discussion and consideration of approval of the Oakwood Landing Final Plat for the property described as a tract of land lying in the NE/4 of Section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Staff presented a brief overview of this item. The applicant, Brad Reid of Crafton Tull at 300 Point Parkway in Yukon, OK was present. There was general discussion about this item. A motion was made by R. Smith, seconded by Hinton, to recommend approval of this item. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

**2 (PC-1934) Public hearing with discussion and consideration of approval of the Replat of Lot 6, Block 8 of the Pointon City Second Addition described as a part of the NE/4 of Section 6, T-11-N, R-1-W.**

Staff presented a brief overview of this item. The applicant Steve Merriman of 19721 NE 60<sup>th</sup> St., Newalla, OK, was present. A motion was made by Huskey, seconded by Hinton, 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-1935) Public hearing with discussion and consideration of an ordinance to redistrict from PUD, Planned Unit Development to O-2, General Office, for the property described as Lot 1, Block 1 of the Arbor Plaza Addition, located at 9244 E. Reno Avenue.**

Staff presented a brief overview of this item. The applicant, Mark Grubbs of 1819 S. Morgan Rd. was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

**4 (PC-1935) 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.**

Staff presented a brief overview of this item. The applicant, Terrance Haynes of SMC Consulting at 815 W. Main in OKC, was present. Jerry Maynard of 5900 SE 11<sup>th</sup> asked where the water will drain to and who will be responsible for the maintenance of the detention pond. Billy Harless showed Mr. Maynard how the drainage would be handled and explained that the maintenance would be the responsibility of the property owner. A motion was made by R. Smith, seconded by Hinton, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith, Huskey and Greil. Nay: none. Motion carried.

**C. COMMISSION DISCUSSION:** None.

**D. PUBLIC DISCUSSION:** John Earl of 2305 Webster was present and expressed concerns about drainage with the development of the Turtlewood Addition. Chris Rusler of 10907 Sara Ct. voiced concerns about the fill from Oakwood Landing that has been built up behind his backyard.

**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 7:46 p.m.

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Stan Greil, Chairman  
(KG)



## MUNICIPAL AUTHORITY AGENDA

January 23, 2018 - 7:01 PM  
Council Chambers at City Hall - 100 N. Midwest Blvd.

To make a special assistance request, call 739-1215 or email [pmenefee@midwestcityok.org](mailto: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 Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of 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 December 31, 2017. (City Manager - T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Municipal Authority on any Subject not scheduled on the Regular Agenda. The Municipal Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for Municipal Authority discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Municipal Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for Municipal Authority discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- D. ADJOURNMENT.



CONSENT AGENDA



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

### **Midwest City Municipal Authority Staff Briefing Minutes**

January 9, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:50 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 January 9, 2018.**

Staff briefed the Trustees on the agenda items. The Trustees had no questions or comments.

Chairman Dukes adjourned the meeting at 6:52 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](http://www.midwestcityok.org)).

## **Midwest City Municipal Authority Minutes**

January 9, 2018 – 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 8:01 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 December 12, 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 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.** Charles Thompson, 10400 NE 4<sup>th</sup>, and staff spoke with the Trustees. Dawkins made a motion to accept the report, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
- 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.** Dawkins made a motion to approve the agreement, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
- 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.** Dawkins made a motion to approve the agreement, as submitted, seconded by Reed. 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 23, 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 December 31, 2017.

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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*

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Tim Lyon  
Assistant City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2017-2018</b>	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
<b>Revenue</b>												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205						
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992						
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566						
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556						
<b>Expenses</b>												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878						
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233						
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237						
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421						
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)						
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)						
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329						
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134						
<b>Key Indicators</b>												
Hotel Room Revenue	221,752	230,732	200,140	288,298	226,644	113,437						
Food and Banquet Revenue	92,293	208,368	176,594	273,393	152,717	159,911						

<b>Fiscal Year 2016-2017</b>	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
<b>Revenue</b>												
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
<b>Expenses</b>												
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
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



NEW BUSINESS/  
PUBLIC DISCUSSION





## MEMORIAL HOSPITAL AUTHORITY AGENDA

January 23, 2018 - 7:02 PM  
Council Chambers at City Hall - 100 N. Midwest Blvd.

To make a special assistance request, call 739-1215 or email [pmenefee@midwestcityok.org](mailto: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 January 9, 2018, as submitted. (Secretary - S. Hancock)
  - 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Memorial Hospital Authority on any Subject not scheduled on the Regular Agenda. The Memorial Hospital Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for Memorial Hospital Authority discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Memorial Hospital Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for Memorial Hospital Authority discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- D. ADJOURNMENT.



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](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: January 23, 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.

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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

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](http://www.midwestcityok.org)).

**Midwest City Memorial Hospital Authority Staff Briefing Minutes**

January 9, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:52 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 January 9, 2018.**

Council and Staff discussed individual agenda items.

Chairman Dukes adjourned the meeting at 7:00 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](http://www.midwestcityok.org)).

### **Midwest City Memorial Hospital Authority Minutes**

January 9, 2018 – 7:05 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 8:15 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.

**Consent Agenda.** Dawkins made a motion to approve Consent Agenda item one, and pull item two and three for discussion, seconded by Eads. 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 December 12, 2017, as submitted.
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.** After discussion with staff, Byrne made a motion to enter into the MOU, as submitted, 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 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.** Eads made a motion to approve the agreement, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

### **Discussion Items.**

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.
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.** Reed made a motion to renew the agreement, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of a status report on the proposed bond issue for the Sooner Rose TIF district.** Greg Nito with the Baker group spoke with Council. Dawkins made a motion to accept the report, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

**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.** Allen made a motion to enter into executive session, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Council went into executive session at 8:26 PM.

Moore made a motion to reconvene into open session, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Council reconvened into open session at 10:08 PM.

No action needed from the executive session.

**Adjournment.**

There being no further business, Chairman Dukes adjourned the meeting at 10:08 PM.

ATTEST:

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MATTHEW D. DUKES, II, Chairman

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SARA HANCOCK, Secretary



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