

MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
June 27, 2017

MIDWEST CITY, OK



STAFF BRIEFING

June 27, 2017 – 6:00 PM

Midwest City Council Conference Room
100 N. Midwest Boulevard

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for June 27, 2017.



CITY COUNCIL AGENDA

MIDWEST CITY, OK



EST 1942



CITY OF MIDWEST CITY COUNCIL AGENDA

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

June 27, 2017 – 7:00 PM

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

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Public Works Director Vaughn Sullivan
 - Pledge of Allegiance by Councilmember Rick Dawkins
 - Community related announcements and comments
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Council members, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the June 13, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Gov't Sales Tax Fund, revenue/Transfers In (09) \$3,426; expenses/Street (09) \$3,426; revenue/Transfers In (16) \$1,059; expenses /I.T. (16) \$1,059. Reimbursed Projects Fund, expenses/General Gov't (14) \$1,000. General Fund, expenses/Municipal Court (12) \$14,000. L&H Fund, expenses/ Personnel (03) \$200,000. Fire Fund, revenue/Miscellaneous (00) \$2,398; expenses /Fire (64) \$2,398. (Finance - C. Barron)
 3. Discussion and consideration of accepting the City Manager's Report for the month of May 2017. (Finance - C. Barron)
 4. Discussion and consideration of approving an increase in settlement authority for the Risk Management Department from \$12,500 to \$25,000 per claimant and \$50,000 per occurrence. (City Manager - T. Lyon)
 5. Discussion and consideration of binding a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$294,314. Also a vehicle and equipment policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of \$132,223 for fiscal year 2017-2018. (Risk Management - L. Smithson)
 6. Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's general liability self-insurance plan for the 2017-2018 fiscal year at an annual cost of \$111,339 for a self-insured retention of \$250,000 per occurrence. (Risk Management - L. Smithson)

7. Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2017-2018 fiscal year at an annual cost of \$225,719 for self-insured retention of \$500,000 per claim for police and fire employees and \$450,000 per claim for all other employees. (Risk Management - L. Smithson)
8. Discussion and consideration of renewing for fiscal year 2017-2018 the contracts with SHI International Corp. in the amount of \$7,886.52 for software maintenance in connection with the City's GroupWise email system; SHI International Corp. in an amount not to exceed \$42,118.00 for software licenses related to Microsoft licensing; SHI International Corp. in an amount not to exceed \$3,000.00 for ESET Endpoint Antivirus; Messaging Architects Inc. in an amount not to exceed \$4,375.00 for Netmail email archiving; SHI International Corp. in an amount not to exceed \$14,000.00 for VMWare maintenance; ImageNet Consulting in an amount not to exceed \$42,593.80 for Laserfiche maintenance; American Solutions for Business \$160.00 for PrintChef maintenance; HelpSystems, LLC in an amount not to exceed \$1,138.00 for Robot/Alert & Robot/Transform iSeries management software; SHI International Corp. in an amount not to exceed \$2,424.00 for Veeam Standard Support; SPSVar. in an amount not to exceed \$4,930.00 for hardware maintenance in connection with the City's IBM iSeries; AgendaPal in an amount not to exceed \$4,800.00 for agenda management/creation software; Tyler Technologies. in an amount not to exceed \$137,550.50 for software maintenance in connection with the Police, 911 and Court; and SunGard Public Sector Inc. in an amount not to exceed \$91,737.09 for software maintenance and SunGard Training in connection with the City's SunGard ERP Software Package. (Information Technology - R. Rushing)
9. Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 2017-18: Office Supply Contract with Staples, Inc.; Savin copier maintenance agreement with Standley Systems at a rate of \$0.0089 per black and white and \$0.05 per color copies for three model #C9145 and two #MPC4502; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month. (City Clerk - S. Hancock)
10. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobbies state-wide for FY 2017/2018 with Certified Folder Display Services, Inc. in the amount of \$4,870.37. (Public Works - V. Sullivan)
11. Discussion and consideration of approving and entering into a contract for FY 17-18 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of \$850.00 per month. (Public Works - V. Sullivan)
12. Discussion and consideration of approving and entering into a contract for FY 17-18 Convention and Visitors Bureau (CVB) visitors guide production services with Vann and Associates, in the amount not to exceed \$2,950.00. (Public Works - V. Sullivan)
13. Discussion and consideration of renewing contracts, without modifications, for FY 2017-18 street rehabilitation and repair with Nash Construction Company, Bermuda grass slab sod with Canadian Valley Turf Farm, Portland cement concrete with Goddard Concrete, uniforms, shop towels and floor mats with Unifirst Holdings, Inc. and pavement markings with Road Safe Traffic Systems, Inc. (Public Works - V. Sullivan)

14. Discussion and consideration of renewing the lawn maintenance contract with the Metropolitan Library System in the total amount of \$6,000.00 for FY 2017/2018. (Public Works - V. Sullivan)
15. Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$1.46 per mailing. (Public Works - V. Sullivan)
16. Discussion and consideration of renewing a contract, with modifications, for FY 2017-2018 Public Works General and Emergency Services with Silver Star Construction Company. (Public Works - V. Sullivan)
17. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2017-2018. (Neighborhood Services - M. Stroh)
18. Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA." (Neighborhood Services - M. Stroh)
19. Discussion and consideration of renewing the maintenance contract with One Source Managed Services billed at \$0.065 per color page and at \$.0065 per black page. (Neighborhood Services - M. Stroh)
20. Discussion and consideration of renewing the maintenance contract with R. K. Black, Inc. at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page. (Neighborhood Services - M. Stroh)
21. Discussion and Consideration of accepting a grant of Permanent Drainage Easement from Autohaus Sports Cars, Inc. across certain tracts of land within the corporate boundaries of Midwest City in Lots 6 and 7 of Block 5 of Kanaly's Douglas Boulevard Addition Blocks 4 & 5 to Oklahoma County, Oklahoma according to the recorded plat thereof. (Community Development - B. Harless)
22. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170091 from the State Department of Environmental Quality for the Saint Charles Place Addition Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
23. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170090 from the State Department of Environmental Quality for the Saint Charles Place Addition Water Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
24. Discussion and consideration of entering into and approving an Agreement for Professional Architectural Services with Quinn and Associates in the amount of \$11,000 for the preparation of construction plans for the demolition and modification of the existing City Hall restrooms to bring them into compliance with ADA requirements. (Community Development - P. Menefee)

- [25.](#) Plat Correction for the plat of Timberridge Pointe Section 3 & a Replat of a part of common areas "K" and "L" of Timberridge Pointe Section 1. (Community Development - B. Harless)
- [26.](#) Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2017-18 to provide for the incarceration of City prisoners and "Hold for State" prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$42.88 per day per prisoner. (Police - B. Clabes)
- [27.](#) Discussion and consideration of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a school resource officer at Midwest City High School from August through May, for which the District agrees to pay \$50,000; and authorizing the city manager and the chief of police to execute the agreement on behalf of the City. (Police - B. Clabes)
- [28.](#) Discussion and consideration of renewing an agreement with Everbridge in the amount of \$14,500 for a mass notification system for fiscal year 2017-18. (Emergency Management - M. Bower)
- [29.](#) Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Rose State College to provide dispatching services for the Rose State Security Office from July 1, 2017 through June 30, 2018 for \$27,250.00 per year. (Emergency Management - M. Bower)
- [30.](#) Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street. (Grants Management - T. Craft)
- [31.](#) Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Steed Head Start facility located at 2118 Flannery Drive. (Grants Management - T. Craft)
- [32.](#) Discussion and consideration of declaring eighty-two (82) firearms of various calibers as surplus and authorizing their disposal by trade-in toward the future purchase of new firearms with GT Distributors of Austin, Texas for a trade-in value of \$7,237.00. (Police - B. Clabes)

D. DISCUSSION ITEMS.

- [1.](#) (PC-1906) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture with a Special Use Permit to I-2, Moderate Industrial, for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps. (Community Development - B. Harless)
- [2.](#) (PC-1907) Public hearing with discussion and consideration of the Preliminary Plat for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps. (Community Development - B. Harless)

3. Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Floyd Wicker. (Continued from June 13, 2017 Council meeting.) (Community Development - B. Harless)
4. Discussion and consideration of passing and approving an ordinance amending chapter 40, Taxation, Article II, Sales Tax of the Midwest City Code, by taking Section 40-45 out of reserve and entitling it "Limited-Purpose Tax: Sales subject to tax seventy-five hundredths (0.75) of one percent" which shall provide for the levy of an additional earmarked seventy-five hundredths (0.75) of one percent excise tax to be expended only for the purposes and in the manner specified in the ordinance; establishing an effective date; providing for repealer, severability and codification; and declaring an emergency. (City Manager – G. Henson)
5. Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. _____ relating to the levy of an additional excise tax. (City Manager – G. Henson)
6. Discussion and consideration of issuing a proclamation calling for a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of an additional excise tax. (City Manager – G. Henson)
7. Discussion and consideration of approval of capital projects for consideration in a general obligation bond issue. (City Manager – G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code and Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-39, by taking Section 9-39 out of reserve and titling it Existing Structures Code providing for repealer and severability. (Community Development - B. Harless)
2. Discussion and consideration of: 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article V, Section 9-201, International Mechanical Code and International Fuel Gas Code; and 2) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VI, Section 9-301, International Plumbing Code providing for repealer and severability. (Community Development - B. Harless)
3. Discussion and consideration of 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code and 2) an ordinance amending Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-35, International Residential Building Code providing for repealer and severability. (Community Development - B. Harless)

- [4.](#) Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-41, and Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Section 9-41 out of reserve and titling it “Roofing Registration Code” and providing for repealer and severability. (Community Development - B. Harless)
- [5.](#) (PC-1908) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, Section 5.9.1, Group Residential and Group Care Facilities; and providing for repealer and severability and establishing an effective date. (Community Development - B. Harless)
- [6.](#) Minutes of the June 6, 2017 Planning Commission meeting. (Community Development - B. Harless)

G. ADJOURNMENT.



CONSENT AGENDA



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

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

June 13, 2017 – 6:00 p.m.

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

Mayor Matt Dukes called the meeting to order at 6:05 p.m. 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 June 13, 2017.

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

Mayor Dukes closed the meeting at 6:41 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

June 13, 2017 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 7:02 p.m. 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. The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Byrne. The City Manager and Council made community related announcements and comments.

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

1. Discussion and consideration of approving the minutes of the May 23, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2017-2018 to clarify the eligibility language of the Health Plan; and entering into the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2017-2018 for a net cost of \$37.82 per employee per month.
3. Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2017-2018 at the rate of \$2.09 per employee per month for an aggregate attachment point of \$6,832,780 and \$66.80 per employee per month for a specific attachment point of \$150,000 per covered person.
4. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Dan Benton, LPC for fiscal year 2017-2018 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session.
5. Discussion and consideration of renewing an agreement with MidwestMedia & Marketing, Inc. for fiscal year 2017-18 in the amount of \$66,000 to provide communications, public relations, and marketing services.
6. Discussion and consideration of renewing an agreement in the amount of \$50,000 with Mid- Del Youth and Family Center, Inc. for emergency youth shelter, counseling, juvenile diversionary, training/consultation and community education services for fiscal year 2017-18.

7. Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2017 Youth Excel program.
8. Discussion and consideration of approving and entering into the fiscal year 2017-2018 Service Contract with the Midwest City Baseball Association for services at Reed Baseball Complex and Civic Baseball Complex. The contract term is July 1, 2017 through June 30, 2018.
9. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Soccer Club for services in support of the soccer program at the Soccer Complex for fiscal year 2017-2018.
10. Discussion and consideration of approving and entering into the fiscal year 2017-2018 Service Contract with the Oklahoma Spartans Youth Organization. The term is July 1, 2017 through June 30, 2018.
11. Discussion and consideration of renewing for fiscal year 2017-18 the contracts with: ACOG in the amount of \$1400.00 for UPWP traffic counts; Cowan Group Engineering in the amount of \$11,000.00 for structural engineering on Mid-America Pedestrian Bridge; Crafton, Tull, & Associates in the amount of \$261,800.00 for engineering services regarding SE 29th from Midwest Boulevard to Douglas reconstruction; DLT Solutions in the amount of \$1,987.00 for AutoCAD subscription; ESRI, Inc. in the amount of \$20,000.00 for GIS software annual maintenance; Firetrol in the amount of \$605.00 for testing and inspection of fire alarm system and portable fire extinguishers; Fugro Geospatial in the amount of \$10,098.00 for digital orthophotography; GMR & Associates in the amount of \$6500.00 for groundwater monitoring in downtown development; Holland Backhoe in the amount of \$84,370.00 for SE 10th and Meade water line project; HydroCad in the amount of \$644.00 for HydroCad software maintenance; IT Nexus in the amount of \$2,000.00 for MapViewer maintenance; Jacobs Engineering in the amount of \$80,500.00 for pedestrian signal project; Luckinbill Inc in the amount of \$247,970.00 for SCIP water line/sewer line project; MAC Systems in the amount of \$216.00 to monitor fire alarms; My ASL Interpreter for sign language interpreting services upon City request as required by ADA; ODOT in the amount of \$806.00 for railroad crossing modification NE 10th from Sooner to Air Depot; ODOT in the amount of \$806.00 for railroad crossing modification Midwest Boulevard from NE 10th to NE 23rd; ODOT in the amount of \$428.00 for railroad crossing modification Douglas from NE 10th to NE 23rd; ODOT in the amount of \$34,316.20 for the City's share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; ODOT in the amount of \$4,153.00 for engineering services with RL Shears for Eastside Elementary; Shoaid Nazir for translating services upon City request as required by ADA; Sign Language Resources Service for sign language interpreting services upon City request as required by ADA; Standley Systems to lease a Savin MP C4502 at \$104.00 per month, inclusive of maintenance, per copy cost of \$0.0089 black and white images and \$0.05 color images; TAP Architecture in the amount of \$35,800 for design, engineering, and construction administration services regarding I-40 beautification; TAP Architecture in the amount of \$70,000.00 for Original Mile Park plans.
12. Discussion and consideration of renewing the agreement with the Town of Jones for animal care services for fiscal year 2017-18.

13. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the Town of Jones, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.
14. Discussion and consideration of awarding the fiscal year 2017-2018 bid for traffic control maintenance to Midstate Traffic Control, Inc. who submitted the only bid meeting specification, at the prices as indicated on the attached bid tabulation sheet.
15. Discussion and consideration of reappointing, the Mayor's appointee Mr. David Clampitt, for another 3 year term to the Midwest City Park Board.
16. Discussion and consideration of 1) confirming the Mayor's reappointment of Steve Parrott to continue to serve as a Midwest City Urban Renewal Authority commissioner for an additional three-year term; and 2) to confirm the Mayor's appointment of Sherry Beard to fill the unexpired term of Carol Judd, until July 31,2018, who has resigned due to a move.
17. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Grants Fund, revenue/Intergovernmental (21) \$6,000; expenses/Emergency Operations (21) \$6,000. General Fund, expenses/ Neighborhood Services (15) \$4,700. L & H Fund, expenses/Personnel (03) \$100,000.
18. Discussion and consideration of approving the minutes of the May 3, 2017 and May 22, 2017 Special City Council meetings, as submitted.

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

Discussion Items.

1. **Public hearing with discussion and consideration of adopting a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2017-2018 in the amount of \$90,932,255 and establishing budget amendment authority.** Byrne made a motion to adopt Resolution 2017-25, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of quarterly update reports from the Police and Fire Departments regarding the status of implementation of the Matrix (Police) and ESCI (Fire) Reports.** Police Chief Brandon Clabes spoke with the Council and after discussion; Allen made a motion to accept the Police Matrix implementation report, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried. Following that, Fire Chief Bert Norton spoke with the Council and after discussion; Byrne made a motion to accept the Fire ESCI implementation report, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

3. **(TS-429) Discussion and consideration of a request for a traffic study, engineering design, and a funding application submittal for a NEW TRAFFIC SIGNAL installation at the intersection of South Douglas Boulevard and Orchard Boulevard.** Byrne made a motion to approve the request, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Floyd Wicker.** Reed made a motion to table this item until June 27, 2017, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion. Kay Hunt, 12040 Tuscany Ridge Rd., spoke to Council.

Executive Session.

1. **Discussion and consideration of(1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Lisa Ramsey Tort Claim MWL16-06, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** Dawkins made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried. Council went into executive session at 8:02 p.m. Council returned to open session at 8:12 p.m. Dawkins made a motion to authorize the city manager to take action as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:12 p.m.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: June 27, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Gov't Sales Tax Fund, revenue/Transfers In (09) \$3,426; expenses/Street (09) \$3,426; revenue/Transfers In (16) \$1,059; expenses/I.T. (16) \$1,059. Reimbursed Projects Fund, expenses/General Gov't (14) \$1,000. General Fund, expenses/Municipal Court (12) \$14,000. L&H Fund, expenses/Personnel (03) \$200,000. Fire Fund, revenue/Miscellaneous (00) \$2,398; expenses/Fire (64) \$2,398.

The first supplement is needed to reclass capital outlay items purchased through non-capital outlay accounts during fiscal year 2016-2017. The second supplement is needed to increase budget in General Government Department in Reimbursed Projects Fund to meet estimated expenses to end of fiscal year. The third supplement is needed to increase budget in Municipal Court Department in General Fund to meet estimated expenses to end of fiscal year. The fourth supplement is needed to increase budget in L&H Fund to meet estimated expenses to end of fiscal year. The fifth supplement is needed to transfer surplus property proceeds into Fire Fund to be used to purchase retrofitted lights for fire engine #7.

Christy Barron
Finance Director

SUPPLEMENTS

June 27, 2017

Fund GEN GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Transfers In	3,426			
09	Street			3,426	
16	Transfers In	1,059			
16	I.T.			1,059	
		4,485	0	4,485	0
Explanation: To reclass capital outlay items purchased through non-capital outlay accounts during fiscal year 2016-2017.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			1,000	
		0	0	1,000	0
Explanation: Increase budget in General Government Department to meet estimated expenses for department to end of fiscal year. Funding to come from fund balance.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
12	Municipal Court			14,000	
		0	0	14,000	0
Explanation: Increase budget in Municipal Court Department to meet estimated expenses for department to end of fiscal year. Funding to come from fund balance.					

Fund L&H (240)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel			200,000	
		0	0	200,000	0
Explanation: Increase budget in L&H Fund (Prescriptions Account) to meet estimated expenses in fund to end of fiscal year. Funding to come from fund balance.					

SUPPLEMENTS

June 27, 2017

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	2,398			
64	Fire			2,398	
		<u>2,398</u>	<u>0</u>	<u>2,398</u>	<u>0</u>

Explanation:
Budget transfer in of surplus property proceeds to be used to purchase retrofitted lights for fire engine #7.



***THE CITY OF
MIDWEST CITY***
Finance Department

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Christy Barron, Finance Director
DATE: June 27, 2017
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of May, 2017.

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

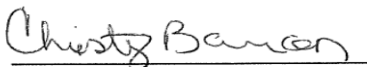
L&H Benefits (240) decreased because health claim increases by \$200,798 in May compare to April.

2002 G.O. Street Bond (269) decreased and **Street and Alley (13)** increased due to reclass of construction expenditure of \$83,643 from Street and Alley fund to 2002 G.O. Street Bond fund.

MWC Hospital Authority (425) activities for May:

Compounded Principal (9010) - unrealized gain on investment	\$980,669
Discretionary (9050) - unrealized gain on investment	\$115,717

This item is at Council's discretion.



Christy Barron
Finance Director

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

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,697,370	-	1,930,025	440,811	(673,466)	(232,655)	1,697,370
10	GENERAL	4,452,357	(146,481)	4,671,897	33,332,018	(33,698,039)	(366,021)	4,305,876
11	CAPITAL OUTLAY RESERVE	908,856	-	893,700	15,156	-	15,156	908,856
13	STREET AND ALLEY FUND	902,066	-	1,775,423	813,750	(1,687,107)	(873,357)	902,066
14	TECHNOLOGY FUND	395,272	-	478,156	346,402	(429,286)	(82,884)	395,272
15	STREET LIGHT FEE	474,707	-	-	474,707	-	474,707	474,707
16	REIMBURSED PROJECTS	705,219	(184,126)	624,306	257,113	(360,326)	(103,212)	521,094
17	29TH & DOUGLAS PROPERTY	5,500,000	(181,059)	5,318,941	113,987	(113,987)	-	5,318,941
20	MWC POLICE DEPARTMENT	1,143,576	-	1,544,048	11,187,403	(11,587,874)	(400,472)	1,143,576
21	POLICE CAPITALIZATION	909,421	-	949,578	339,593	(379,751)	(40,158)	909,421
25	JUVENILE FUND	30,164	-	73,081	109,265	(152,182)	(42,917)	30,164
30	POLICE STATE SEIZURES	60,907	-	42,161	24,216	(5,471)	18,746	60,907
31	SPECIAL POLICE PROJECTS	73,619	-	48,259	33,509	(8,150)	25,359	73,619
33	POLICE FEDERAL PROJECTS	70,530	-	86,596	819	(16,885)	(16,066)	70,530
34	POLICE LAB FEE FUND	18,636	-	16,457	10,636	(8,458)	2,178	18,636
35	EMPLOYEE ACTIVITY FUND	20,048	(252)	17,714	10,823	(8,741)	2,082	19,796
36	JAIL	135,365	-	148,697	83,029	(96,362)	(13,333)	135,365
37	POLICE IMPOUND FEE	195,847	-	163,034	66,253	(33,440)	32,814	195,847
40	MWC FIRE DEPARTMENT	1,043,925	(4)	1,181,744	9,088,952	(9,226,774)	(137,822)	1,043,921
41	FIRE CAPITALIZATION	574,609	-	528,049	357,689	(311,129)	46,559	574,609
45	MWC WELCOME CENTER	346,507	(230)	348,868	183,149	(185,740)	(2,591)	346,277
46	CONV / VISITORS BUREAU	163,864	-	192,433	303,129	(331,698)	(28,569)	163,864
50	DRAINAGE TAX FUND	61,354	-	180,165	3,047	(121,859)	(118,812)	61,354
60	CAPITAL DRAINAGE IMP	419,808	-	417,629	422,225	(420,046)	2,179	419,808
61	STORM WATER QUALITY	928,884	-	918,411	695,485	(685,012)	10,473	928,884
65	STREET TAX FUND	1,208,273	-	1,231,886	405,957	(429,569)	(23,613)	1,208,273
70	EMERGENCY OPER FUND	601,613	-	658,058	366,403	(422,847)	(56,445)	601,613
75	PUBLIC WORKS ADMIN	273,274	-	283,928	895,678	(906,333)	(10,655)	273,274
80	INTERSERVICE FUND	211,866	-	183,485	2,012,462	(1,984,081)	28,381	211,866
81	SURPLUS PROPERTY	345,263	(281,037)	68,994	45,933	(50,700)	(4,768)	64,226
115	ACTIVITY FUND	305,708	-	269,707	156,417	(120,417)	36,001	305,708
123	PARK & RECREATION	680,627	-	552,750	509,327	(381,450)	127,877	680,627
141	COMM. DEV. BLOCK GRANT	6,029	-	15,156	413,822	(422,949)	(9,127)	6,029
142	GRANTS/HOUSING ACTIVITIES	160,040	(9,749)	188,674	115,935	(154,318)	(38,384)	150,291
143	GRANT FUNDS	119,157	(59,157)	60,000	475,919	(475,919)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,208,906	-	2,961,479	408,504	(1,161,077)	(752,573)	2,208,906
172	CAP. WATER IMP-WALKER	428,996	-	467,204	419,916	(458,123)	(38,207)	428,996
178	CONST LOAN PAYMENT REV	1,991,313	-	1,944,719	672,356	(625,762)	46,594	1,991,313
184	SEWER BACKUP FUND	79,666	-	81,039	1,352	(2,725)	(1,373)	79,666
186	SEWER CONSTRUCTION	3,294,409	(175,000)	3,101,034	1,345,732	(1,327,357)	18,375	3,119,409
187	UTILITY SERVICES	513,548	(924)	440,330	1,092,544	(1,020,249)	72,295	512,625
188	CAP. SEWER IMP.-STROTH	302,470	-	42,973	364,977	(105,480)	259,497	302,470
189	UTILITIES CAPITAL OUTLAY	1,627,548	(129,251)	1,575,337	703,662	(780,702)	(77,040)	1,498,297
190	MWC SANITATION DEPARTMENT	2,206,503	-	2,070,994	5,412,266	(5,276,757)	135,509	2,206,503
191	MWC WATER DEPARTMENT	1,077,711	-	559,333	5,725,219	(5,206,842)	518,377	1,077,711
192	MWC SEWER DEPARTMENT	1,297,594	(15)	1,130,962	4,898,696	(4,732,079)	166,617	1,297,579
193	MWC UTILITIES AUTHORITY	911,228	(5,234)	950,944	76,477	(121,426)	(44,950)	905,994
194	DOWNTOWN REDEVELOPMENT	4,194,386	(6,995)	3,749,062	1,362,037	(923,708)	438,329	4,187,390
195	HOTEL/CONFERENCE CENTER	770,341	(721,809)	(722,478)	5,588,080	(4,817,070)	771,010	48,532
196	HOTEL 4% FF&E	895,854	-	1,070,438	203,907	(378,491)	(174,584)	895,854
197	JOHN CONRAD REGIONAL GOLF	76,116	(4,929)	159,995	940,580	(1,029,388)	(88,808)	71,187
201	URBAN RENEWAL AUTHORITY	63,157	-	62,623	1,059	(525)	534	63,157
202	RISK MANAGEMENT	3,547,956	(37)	3,253,684	1,957,756	(1,663,521)	294,235	3,547,920
220	ANIMALS BEST FRIEND	92,246	-	74,490	22,006	(4,250)	17,756	92,246
225	HOTEL MOTEL FUND	-	-	-	521,912	(521,912)	-	-
230	CUSTOMER DEPOSITS	1,417,085	(1,417,085)	-	23,563	(23,563)	-	-
235	MUNICIPAL COURT	102,434	(102,434)	-	1,640	(1,640)	-	-
240	L & H BENEFITS	1,673,648	(22,333)	1,661,156	6,314,658	(6,324,499)	(9,840)	1,651,315
250	CAPITAL IMP REV BOND	3,332,636	(57,248,123)	(57,570,731)	13,395,033	(9,739,790)	3,655,244	(53,915,487)
269	2002 G.O. STREET BOND	566,399	-	3,064,713	17,767	(2,516,081)	(2,498,314)	566,399
310	DISASTER RELIEF	1,395,952	(185,649)	1,283,551	242,384	(315,631)	(73,248)	1,210,304
340	REVENUE BOND SINKING FUND	-	-	-	4,985,332	(4,985,332)	-	-
350	G. O. DEBT SERVICES	179,110	-	1,363,245	352,525	(1,536,660)	(1,184,135)	179,110
351	TAX INCREMENT FINANCING	1,502	-	(62,340)	64,946	(1,104)	63,842	1,502
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	83,272,309	(8,905,320)	65,393,519	10,802,867	(1,829,397)	8,973,470	74,366,988
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,908,334	(408,334)	2,500,000	51,652	(51,652)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,141,713	(16,970)	11,121,023	2,845,147	(3,841,428)	(996,281)	10,124,742
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,500,573	(154,711)	3,700,541	3,069,513	(5,424,192)	(2,354,678)	1,345,863
	TOTAL	157,216,405	(70,367,247)	81,490,853	137,997,083	(132,638,777)	5,358,305	86,849,158



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: June 27, 2009

RE: Discussion and consideration of approving an increase in settlement authority for the Risk Management Department from \$12,500 to \$25,000 per claimant and \$50,000 per occurrence.

The Risk Management Department's original settlement authority was based on the Oklahoma Competitive Bidding Act's established purchasing threshold prior to being required bid. The current threshold required by the Oklahoma Competitive Bidding Act is \$25,000.

Over the past years as the consumer price index has increased and the cost of tort claims and workers compensation settlements have increased. Primarily this increase is due to the cost of repairing and replacing damaged vehicles and the increase in the cost of Joint Petition's at the Oklahoma Workers Compensation Court.

Staff is requesting an increase in settlement authority from \$12,500 to \$25,000 per claimant and \$50,000 per occurrence.

If you have any questions regarding this request, please contact me at 739-1201.

Tim L. Lyon

Tim Lyon, Assistant City Manager



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 27, 2017

RE: Discussion and consideration of binding a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$294,314. Also a vehicle and equipment policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability for at a premium rate of \$132,223 for fiscal year 2017-2018.

Attached is a copy of the property insurance quote for the City of Midwest City facilities, equipment and vehicles for the 2017-2018 fiscal year.

This fiscal year the City is insuring in excess of \$172 million in buildings and contents. This is a rate of \$.17 cents per hundred dollars of value for all scheduled property.

OMAG is offering auto physical damage, and comprehensive coverage, with a \$1,000 deductible. Travelers Ins. is offering auto physical damage only, with a \$2,500 deductible. Travelers' deductible for property is \$25,000.

OMAG presented the lowest and best bid for the aforementioned coverage. Travelers Insurance provided the only other bid, and was unable to offer the lower deductibles, or match the premium. Travelers premium was \$65,291 higher than OMAG's offer.

If you have any questions regarding the City's property insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

Lynn Smithson
Risk Manager



Oklahoma Municipal Assurance Group

3650 S. Boulevard Edmond, OK 73013 (405) 657-1400

Municipal Liability Protection Plan

Coverage Proposal Summary

PLAN MEMBER
and Mailing Address

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD.
MIDWEST CITY OK 73110

QUOTE NUMBER
QLA 1400531 02

Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2017 to 07/01/2018

The Plan Member is a(n) MUNICIPALITY

The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

General Liability	\$0
Automobile Liability	\$54,779
Hired and Non-owned Automobile Coverage	\$159
Automobile Physical Damage	\$72,766
Hired Auto Physical Damage	\$0
Equipment Physical Damage	\$4,519
Mobile Equipment Leased/Rented	\$0
TOTAL PREMIUM	\$132,223

\$1,000 comprehensive and collision deductible level on all vehicles and trailers scheduled.



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan
Coverage Proposal Summary

PLAN MEMBER
and Mailing Address

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD.
MIDWEST CITY OK 73110

QUOTE NUMBER
QRO 1400499 00

Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From 07/01/2017 to 07/01/2018

The Plan Member is a(n) MUNICIPALITY

The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

Property	\$276,062
Excess Business Income	\$12,438
Excess Crime	\$0
Excess Accounts Receivable	\$213
Excess Valuable Papers	\$225
Excess Earth Movement	\$4,486
Mobile Equipment	\$0
Leased or Rented Equipment	\$0
Miscellaneous Equipment	\$0
Fine Arts	\$890
Builders' Risk	\$0
Equipment Breakdown	INCLUDED
TOTAL PREMIUM	\$294,314

\$10,000 deductible per occurrence with no special wind hail deductible.
The total insured value of properties is \$172,527,031. This is a \$.17 rate.
The quote includes Blanket Building Coverage.



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 27, 2017

RE: Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's general liability self-insurance plan for the 2017-2018 fiscal year at an annual cost of \$111,339 for a self-insured retention of \$250,000 per occurrence.

Attached is a public entity excess liability insurance proposal with OneBeacon Government Risks for the City of Midwest City's general liability self-insurance plan for the 2017-2018 fiscal year. OneBeacon Government Risks' proposal is the low bid. The self-insured retention for the City is \$250,000 per occurrence.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Lynn Smithson", is written over a horizontal line.

Lynn Smithson
Risk Manager



Liability Coverages

	2016-2017	2017-2018
9 General Liability		
General Aggregate	4,000,000	4,000,000
Products/Completed Operations Aggregate	4,000,000	4,000,000
Coverage A Bodily Injury and Property Damage		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Coverage B Personal and Advertising Injury		
Each Occurrence	2,000,000	2,000,000
Self-Insured Retention Each Occurrence	250,000	250,000
Damage to Premises Rented to You Each Occurrence	2,000,000	2,000,000
Coverage C Health Care and Social Services		
Each Wrongful Act	Not Covered	Not Covered
Medical Expense	Not Covered	Not Covered
Sexual Abuse		
Each Occurrence	1,000,000	1,000,000
Premium	\$26,173	\$25,526
Terrorism Premium	\$785	\$766
10 Professional Liability		
Public Officials Errors & Omissions		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Employment Practices		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Public Officials Benefits Administration		
Each Offense	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Retro Date 07/01/2008		
Law Enforcement Liability		
Each Wrongful Act	2,000,000	2,000,000
Aggregate	4,000,000	4,000,000
Self-Insured Retention	250,000	250,000
Premium	\$60,390	\$61,049
11 Automobile Liability		
Liability	2,000,000	2,000,000
Self-Insured Retention	250,000	250,000
Hired Excess Auto Liability	Covered	Covered
Non-Owned Auto Liability	Covered	Covered
Broad Form Endorsement		
All Owned Vehicles		
Premium	\$23,378	\$23,998

Premium Including Terrorism

110,726

111,339



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

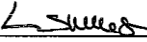
FROM: Lynn Smithson, Risk Manager

DATE: June 27, 2017

RE: Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2017-2018 fiscal year at an annual cost of \$225,719 for self-insured retention of \$500,000 per claim for police and fire employees and \$450,000 per claim for all other employees.

Attached is an excess workers compensation proposal from Midwest Employers for the City's workers compensation self-insurance plan for the 2017-2018 fiscal year.

Staff recommends approval.



Lynn Smithson
Risk Manager

**Excess Worker's Compensation
Midwest Employers Casualty**

Renewal Comparision		
	<u>2016-2017</u>	<u>2017-2018</u>
Specific & EL Retention	\$450,000	\$450,000
Specific & EL Retention - 7710	\$500,000	\$500,000
Specific & EL Retention - 7720	\$500,000	\$500,000
Aggregate Limit	\$1,000,000	\$1,000,000
Estimated Aggregate Retention	\$1,956,697	\$1,727,070
Minimum Aggregate Retention	\$1,917,563	\$1,692,529
Estimated Policy Period Premium	\$219,357	\$225,719
	Estimated Payroll	Estimated Payroll
	2016-2017	2017-2018
	27,519,142	27,519,142



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: June 27, 2017

SUBJECT: Discussion and consideration of renewing for fiscal year 2017-2018 the contracts with **SHI International Corp.** in the amount of \$7,886.52 for software maintenance in connection with the City's GroupWise email system; **SHI International Corp.** in an amount not to exceed \$42,118.00 for software licenses related to Microsoft licensing; **SHI International Corp.** in an amount not to exceed \$3,000.00 for ESET Endpoint Antivirus; **Messaging Architects Inc.** in an amount not to exceed \$4,375.00 for Netmail email archiving; **SHI International Corp.** in an amount not to exceed \$14,000.00 for VMWare maintenance; **ImageNet Consulting** in an amount not to exceed \$42,593.80 for Laserfiche maintenance; **American Solutions for Business** \$160.00 for PrintChef maintenance; **HelpSystems, LLC** in an amount not to exceed \$1,138.00 for Robot/Alert & Robot/Transform iSeries management software; **SHI International Corp.** in an amount not to exceed \$2,424.00 for Veeam Standard Support; **SPSVar.** in an amount not to exceed \$4,930.00 for hardware maintenance in connection with the City's IBM iSeries; **AgendaPal** in an amount not to exceed \$4,800.00 for agenda management/creation software; **Tyler Technologies.** in an amount not to exceed \$137,550.50 for software maintenance in connection with the Police, 911 and Court; and **SunGard Public Sector Inc.** in an amount not to exceed \$91,737.09 for software maintenance and SunGard Training in connection with the City's SunGard ERP Software Package

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The originals of these contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Staff recommends approval.

Ryan Rushing, Information Technology Director



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 16, 2017

SUBJECT: Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 2017-18: Office Supply Contract with Staples, Inc.; Savin copier maintenance agreement with Standley Systems at a rate of \$0.0089 per black and white and \$0.05 per color copies for three model #C9145 and two #MPC4502; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month.

Staples, Inc. agreed to renew the present contract without modification for FY 2017-18. For FY 2016-17, approximately \$60,000 has been encumbered in all departments for office supplies. We have been extremely pleased with the sales and service.

Standley Systems, agreed to renew the present copier maintenance agreement to include one copier in the print room, one in the Finance Department, one for the City Manager's Department, one in the Municipal Court, and one in Public Works Administration office. The equipment is owned by the city.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 2017-18. Staff has been pleased with the service and the cost has been less than originally projected.

Pitney Bowes, renewal of the present lease agreement passed January 12, 2016.

Action is at the discretion of the Council. Staff recommends approval.

A handwritten signature in black ink that reads "Sara Hancock".

Sara Hancock, City Clerk

Attachment



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

June 1, 2017

Staples Advantage
Attn: Craig Ferguson
5100 N Brookline Ave. Suite 575
Oklahoma City, OK 73112

It is time to re-new the city of Midwest City's contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign:

Title:

Strategic Account Leader

Date:

June 1, 2017



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

June 1, 2017


Standley Systems
2601 NW Expressway, #1110 W
Oklahoma City, OK 73112

Maintenance agreement on three (3) Savin C9145 maintenance agreement for \$0.0089 per black and white and \$0.05 per color copy; and two (2) Savin MP C4502 for \$0.0089 per black and white and \$0.05 per color copy.

It is time to re-new the city of Midwest City's contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. This rate was negotiated to continue during this fiscal year. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. These are the maintenance agreement for the copiers in the City Hall basement, first floor, city manager's office, public works office and also the municipal court. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk



Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: _____



Title: _____

Account Executive

Date: _____

6.12.17

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

CITY OF MIDWEST CITY

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Billing Address: Street	City	State	Zip+4
		21859714863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N MIDWEST BLVD	OKLAHOMA CITY	OK	73110-4319
Installation Address (if different from billing address): Street	City	State	Zip+4
		21859714863	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	Connect+ 1000 Series
1	Connect+ Series Meter w/PP (NTF)
1	130 LPM Feature
1	5 lb Interfaced Weighing
1	Connect+ Analytics (Max 100 Accounts)
1	10 in. Display – Standard Apps Center
1	Connect+ Mono Printer
1	Connect+ Drop Stacker
1	pbSmartPostage Free
1	IntelliLink Subscription
1	15lb Scale Platform/Stand

- Check items to be included in customer's payment**
- Equipment Maintenance(Included with your payments for the initial term)**
Provides service coverage including certain parts and labor
 - Software Maintenance (1st year included)**
Provides revision updates and technical assistance
 - Soft-Guard® Subscription (Included with your meter rental)**
Provides postal and carrier updates
 - IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes ()resets per year
 - () **Confirmation Services** Electronic access to postal confirmation services
 - (X) **Purchase Power®** Receive an invoice for postage,consolidated billing and enhanced management reporting information.

Your Payment Plan

Number Of Months	Monthly Amount *
First 60	\$ 248.55

(*Does not include any applicable taxes)

- () Required advance check of \$() received
- Tax Exempt# State Tax (if applicable)
- () Tax Exempt Certificate Attached
- () Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature: *Jay Dee Collins* Date: *1-12-16* ITSW1008
 Print Name: *Jay Dee Collins* Title: *Mayor* State's/Entity's Participating Addendum #
 Email Address:

Sales Information

Kimberly Jackson 059
 Account Rep Name District Office PBGFS Acceptance
 Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobbies state-wide for FY 2017/2018 with Certified Folder Display Services, Inc. in the amount of \$4,870.37.

Staff would recommend entering into a contract to distribute the Midwest City Visitors Guide in hotel lobbies state-wide for FY 2017/2018 with Certified Folder Display Services, Inc. in the amount of \$4,870.37. The FY 2016/2017 contract was \$4,762.03.

In an effort to solicit and serve meeting planners and event coordinators, the Convention & Visitors Bureau creates, produces and arranges for mass distribution of the Midwest City Visitors Guide. The 8.5 X 11 double-sided full color reference tool outlines Midwest City meeting facilities, hotels, points of interest, and amenities. The up-to-date meeting facility listings, hotel accommodations, special event descriptions, and current community photos provide an attractive overview of all Midwest City has to offer. The Midwest City visitors guide is available statewide at all Oklahoma Welcome Centers and through Certified Folder displays in hotel lobbies state-wide.

Funds are budgeted and available in the Convention and Visitors Bureau budget.

Vaughn K. Sullivan
Public Works Director

Attachment: Certified Folder Contract



DISTRIBUTION SERVICE AGREEMENT

RENEWAL

SALESPERSON: 106800 - Corey Brennan
 ADVERTISER ID: 121183
SHIP TO:
 ADVERTISER: Midwest City CVB
 CONTACT: Susan MacQuarrie, Convention & Tourism Manager
 EMAIL: SMacQuarrie@MidwestCityOK.org
 ADDRESS1: 7200 SE 29th St. NEW ADDRESS:
 ADDRESS2: _____
 CITY: Midwest City
 STATE: OK ZIP: 73110
 PHONE: (405) 739-8239 FAX: (405) 455-1843

FEDERAL TAX ID _____ REF: 16-0097885
 PO NUMBER: 189832
BILL TO:
 ADVERTISER: Midwest City CVB
 CONTACT: Susan MacQuarrie
 WEB SITE: visitmidwestcity.com
 ADDRESS1: 7200 SE 29th St. NEW ADDRESS:
 ADDRESS2: _____
 CITY: Midwest City
 STATE: OK ZIP: 73110
 PHONE: (405) 739-8239 FAX: (405) 455-1843

DATE: 05/31/2017
 CONTRACT: 17-0103766 REV: 00001
 START DATE: 7/1/2017
 END DATE: 6/30/2018

NAME OF BROCHURE / PUBLICATION:
Midwest City Visitor Guide

INVENTORY ID NUMBER: 002229

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	COMPET	NET FEE	
1-VM-12-CN/OKC	Oklahoma City - Magazines	310	07/01/17	06/30/18	450.96	12	5,411.52	-541.15	0.00	4,870.37

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE: 4,870.37
 APPLICABLE SALES TAX: 0.00
 TOTAL FEE: 4,870.37

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____
 Name (print): _____
 Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Fee
Jun	405.86
Jul	405.86
Aug	405.86
Sept	405.86
Oct	405.86
Nov	405.86
Dec	405.86
Jan	405.86
Feb	405.86
Mar	405.86
Apr	405.86
May	405.91

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

APPROVED BY (Certified Folder Display corporate office)

Signature: _____
 Name (print): _____
 Title: _____ Date: _____

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) Yes No (0.00% on all applicable programs)

TOTAL NET FEE: 4,870.37
 SUBTOTAL: 4,870.37
 APPLICABLE SALES TAX: 0.00

TOTAL PREPAID FEE 4,870.37



Contract Nbr: 17-0103766
Revision Nbr: 00001

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) and/or website(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each physical display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion, without notice to Advertiser, remove the brochures from such location and place them at another location with no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. **Shipment of Brochures.** All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense. Any freight costs incurred by Certified on behalf of the Advertiser will be billed back to the Advertiser.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Reproduction of Materials; Compliance with Laws; Indemnity.** Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement. Advertiser represents and warrants that (i) all materials provided or made available to Certified comply with all applicable laws and regulations, including copyright, publicity and trade secrecy laws; (ii) such materials are solely and exclusively owned by Advertiser and do not infringe upon the rights of any third party; and (iii) Advertiser has the sole and exclusive right and authority to grant the rights provided herein. Advertiser shall indemnify, defend and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the content of Advertiser's materials and/or Advertiser's breach of any representation or warranty provided in this Agreement.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.
10. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. **Limitation on Damages.** Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events. In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser will be entitled to recover a maximum amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.
12. **Indemnification.** Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified, its agents, vendors and subcontractors, concerning or related to this Agreement. **AS ALLOWED BY OKLAHOMA LAW.**
13. **Jurisdiction and Venue.** Advertiser consents to the exclusive jurisdiction of the superior courts of the State of Oklahoma County, Oklahoma in connection with any dispute arising under or related to this Agreement.
14. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. **Prior Understandings.** This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. **Notices.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the front of this Agreement.
18. **Waiver.** No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. **Print & Advertisement Disclaimer.** In no event shall Certified be liable for color variance in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preference, Certified reserves the right to specify color of advertisement.
22. **Website Content.** Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. **Cancellation.** This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

MP
STATE OF OKLAHOMA,
OKLAHOMA COUNTY

APPROVED BY ADVERTISER

Signature: _____

Name (print): _____

Date: _____

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phil Anderson



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of approving and entering into a contract for FY 17-18 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates, in the amount of \$850.00 per month.

Vann and Associates has been providing the Midwest City CVB marketing and public relations services for several years. The scope of their services includes website and social media administration, as well as production and distribution of the CVB's monthly e-newsletter. Using one professional firm for all public relations provides brand continuity and consistent positive image production across all the CVB's communication mediums.

In addition, the contract provides a not to exceed hourly production rate of \$175.00 for the development of additional print media advertisements. The CVB will use the hourly rate provision to produce advertisements and flyers for various publications throughout the year.

The CVB director has been very pleased with the quality of Vann and Associates work and staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Vann and Associates Contract



AGREEMENT | MWC CVB

Services Provided

Social Media Marketing development:

Vann & Associates will provide on-going social media marketing development including the creation of contests, content, engagement with other social media users as well as positioning for outreach opportunities. Our services include development on two social media channels, Facebook and Twitter.

Social Media Management:

Once the content and strategy has been developed, Vann & Associates will then manage both the MWC CVB Facebook and Twitter accounts utilizing both written content and graphics to engage current and new engagements. Ultimately, this will continue the positive growth the organization has realized over the past four years.

E-newsletter Development & Distribution:

Vann & Associates will work with MWC CVB staff to develop timely messaging to distribute via an e-newsletter once a month. This messaging will include special events, showcases of unique experiences with Midwest City as well as "call to action" statements for readers to request Visitor Guides and reserve an event space or hotel room during their next visit to Oklahoma.

Services provided include content development, writing and graphic design.

Periodic Website Updates:

From time-to-time, the MWC CVB has updates which need to be made to their website including updated and/or changing listings, events, promotions, etc. Vann & Associates will continue to make those updates at the direction of MWC CVB staff.

Compensation for Services

For the services described above, Vann & Associates will charge a fee of \$850 per month for a term of twelve months. This does not include third-party services such as Constant Contact or website hosting.

Additional Third-Party Costs

The prices within this proposal do not include associated costs such as printing, photography, advertising buys, stock photography, e-newsletter services, travel expenses or other hard costs potentially associated with the creation of collateral material or other services. Although the agency has tried to foresee any potential costs, there may be occasions in which additional funds will be necessary to complete a task. In such cases, the client will be notified prior to the expenditure of such costs. If the client does not want to expend additional costs, the client acknowledges the potential impact such decisions may have on the outcome of a service or project.

Limit On Agency Service Fees

Any additional services over and above as outlined in this agreement may be billed at an hourly rate not to exceed \$175.00 per hour.

Communication/Reporting

Vann & Associates will appropriate updates concerning the progress of our work. We will schedule a regular meeting either in person or via conference call to discuss the overall direction, progress and concerns either the client or agency may have.

Agency Responsibilities

The agency will be responsible for performing all of the duties outlined within this proposal. An agreement reflecting the services and the benchmarks of performance will be signed prior to the beginning of services.

Client Responsibilities

The public relations process is a partnership between the agency representative and the client. We work with you to develop campaigns, brands and recommendations to move your organization forward. As a client, we ask you provide the agency with information, materials and access to key staff and information so we may determine the best recommended direction for your campaign. Our agreement is based upon benchmarks set by both the client and the agency. Often, those goals can only be achieved if we work together.

Agency of Record

Vann & Associates Strategic Communications Solutions, LLC (dba Vann & Associates Public Relations + Marketing) shall be the agency of record for the Midwest City Convention and Visitors Bureau. This entitles Vann & Associates to exclusivity to any opportunity or service within the scope of this agreement. Additional agencies, firms, and/or individuals solicited to perform any scope similar to these services must be approved in writing by Vann & Associates prior to entering into a relationship. Vann & Associates reserves the right to refuse any agency, firm and/or individual for any reason.

Past Due Payments

Monthly payments are due by the first day of each month. If they are not received by the fifth day of each month, there will be a 10 percent fee compounding until payment of the original amount and all late fees are received.

Defining a Billable Hour

A "billable hour" as defined by this agreement is any 60 minute interval, per representative during the standard business hours of 8:30 a.m. to 5:30 p.m. Monday through Friday. Additional agency staff or additional time is billed against such hour at intervals of 15 minute blocks. The number of staff assigned to a project or service is at the sole discretion of Vann & Associates, however, we will maintain a budget conscious perspective when adding additional staff. Times devoted outside of standard business hours, defined as 8:30 a.m. to 5:30 p.m., Monday through Friday, shall be billed at time and a half increments of 15 minute intervals.



511 COUCH DRIVE, SUITE 200
OKLAHOMA CITY, OKLAHOMA 73102
405.509.9312
VANNPR.COM

Length of this agreement

This is a twelve-month agreement beginning July 1, 2017 and ending on June 30, 2018.

Cancellation Policy

After the first 60 days, either party may cancel this agreement by providing written notice 30 days prior to the desired date of cancellation. Any outstanding monthly fees shall be paid up to the point of separation. Any projects or services shall be paid in full prior to separation. The agency will return any proprietary items such as photographs, documents, etc. to the client prior to separation.

Dispute Resolution

Any disputes in excess of the maximum limit for small claims court, arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrators award shall be final, and judgment may be entered into any court having jurisdiction thereof.

Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

TONY VANN
PRESIDENT

March 29, 2017

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phil Anderson



AGREEMENT | MWC CVB

Services Provided

Social Media Marketing development:

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Vann & Associates will appropriate updates concerning the progress of our work. We will schedule a regular meeting either in person or via conference call to discuss the overall direction, progress and concerns either the client or agency may have.

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The agency will be responsible for performing all of the duties outlined within this proposal. An agreement reflecting the services and the benchmarks of performance will be signed prior to the beginning of services.

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Monthly payments are due by the first day of each month. If they are not received by the fifth day of each month, there will be a 10 percent fee compounding until payment of the original amount and all late fees are received.

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The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

TONY VANN
PRESIDENT

March 29, 2017

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phillip W. Anderson



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of approving and entering into a contract for FY 17-18 Convention and Visitors Bureau (CVB) visitors guide production services with Vann and Associates, in the amount not to exceed \$2,950.00.

Vann and Associates has been providing the Midwest City CVB marketing, public relations services and print production services for several years. The scope of this contract includes graphic design, photography and content development for the 2018 visitors guide, in amount not to exceed \$2,950.00.

The CVB director has been very pleased with the quality of Vann and Associates work and staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Vann and Associates Contract



AGREEMENT

MIDWEST CITY CONVENTION & VISITORS BUREAU REQUESTED SERVICES | VISITORS GUIDE 2018

VISITORS GUIDE GRAPHIC DESIGN

Vann & Associates will coordinate the new look and feel for the 2018 Visitors Guide. Our team will design the new Guide including inner-pages, cover and outer cover not to exceed 36 pages total. V&A will also produce the back-end sales materials to support ad sales for the 2018 Visitors Guide.

VISITORS GUIDE CONTENT DEVELOPMENT

Working with the Midwest City CVB staff, we will write feature stories and content which will frame Midwest City as a “place to visit” for families, tour groups and current residents. This includes editing and working with the Midwest City CVB staff to compile listings and other information.

VISITORS GUIDE PHOTOGRAPHY

You can't have a Guide without great photos. Vann & Associates will provide four hours of photographic services to accompany the stories and general design of the Visitors Guide.

COMPENSATION

Vann & Associates will work with Midwest City CVB staff to accomplish the creation and completion of the 2018 Visitors Guide in a timely fashion with benchmarks and deadlines reasonable for both parties. Vann & Associates will develop the 2018 Visitors Guide for a fee of \$2,950. This fee shall be paid in two payments of \$1,475.00. The first payment shall be made at the inception of the project. The second payment shall be made at the conclusion/delivery of the final files.

TERMS OF AGREEMENT:

This agreement shall be executed upon the inception of the Visitors Guide Project and completed once final files have been delivered.

DISPUTE RESOLUTION

Any disputes in excess of the maximum limit for small claims court, arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrators award shall be final, and judgment may be entered into any court having jurisdiction thereof.

ACCEPTANCE OF TERMS

The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

TONY VANN
PRESIDENT

March 29, 2017

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phil Anderson



AGREEMENT

MIDWEST CITY CONVENTION & VISITORS BUREAU REQUESTED SERVICES | VISITORS GUIDE 2018

VISITORS GUIDE GRAPHIC DESIGN

Vann & Associates will coordinate the new look and feel for the 2018 Visitors Guide. Our team will design the new Guide including inner-pages, cover and outer cover not to exceed 36 pages total. V&A will also produce the back-end sales materials to support ad sales for the 2018 Visitors Guide.

VISITORS GUIDE CONTENT DEVELOPMENT

Working with the Midwest City CVB staff, we will write feature stories and content which will frame Midwest City as a “place to visit” for families, tour groups and current residents. This includes editing and working with the Midwest City CVB staff to compile listings and other information.

VISITORS GUIDE PHOTOGRAPHY

You can't have a Guide without great photos. Vann & Associates will provide four hours of photographic services to accompany the stories and general design of the Visitors Guide.

COMPENSATION

Vann & Associates will work with Midwest City CVB staff to accomplish the creation and completion of the 2018 Visitors Guide in a timely fashion with benchmarks and deadlines reasonable for both parties. Vann & Associates will develop the 2018 Visitors Guide for a fee of \$2,950. This fee shall be paid in two payments of \$1,475.00. The first payment shall be made at the inception of the project. The second payment shall be made at the conclusion/delivery of the final files.

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This agreement shall be executed upon the inception of the Visitors Guide Project and completed once final files have been delivered.

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The signature of both parties shall evidence acceptance of these terms.

Consented and Agreed to:

TONY VANN
PRESIDENT

March 29, 2017

DATE SIGNED

THE HONORABLE MATT DUKES
MAYOR, CITY OF MIDWEST CITY

DATE SIGNED

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phillip W. Anderson



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 / Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing contracts, without modifications, for FY 2017-18 street rehabilitation and repair with Nash Construction Company, Bermuda grass slab sod with Canadian Valley Turf Farm, Portland cement concrete with Goddard Concrete, uniforms, shop towels and floor mats with Unifirst Holdings, Inc. and pavement markings with Road Safe Traffic Systems, Inc..

Nash Construction Company has agreed to renew the city's street rehabilitation and repair contract, without modification for FY 2017-18. In FY2016-17 approximately \$215,000.00 was encumbered with Nash Construction for street repair by multiple departments for city-wide street repair and paving services.

Canadian Valley Farm has agreed to renew the city's Bermuda grass slab sod contract, without modification, for FY 2017-18. In FY 2016-17 approximately \$19,100.00 was encumbered with Canadian Valley Farm for slab sod by multiple departments for city-wide projects.

Goddard Concrete has agreed to renew the city's Portland cement concrete contract, without modification, for FY 2017-18. In FY 2016-17 approximately \$109,000.00 was encumbered with Goddard Concrete for portland cement concrete. This contract is used by the Street and Engineering Departments for city-wide street, sidewalk and drainage channel maintenance, rehabilitation and construction.

Unifirst Holdings has agreed to renew the city's uniform contract, without modification for FY 2017-18. In FY 2016-17 approximately \$64,275.00 was encumbered with Unifist Holdings, Inc. for uniforms, shop towels and floor mats. The contract is used for multiple departments city-wide.

Road Safe Traffic Systems, Inc. has agreed to renew the city's pavement marking contract, without modification, for FY 2017-18. In FY 2016-17 approximately \$37,322.00 was encumbered with Road Safe Traffic Systems for pavement markings. This contract is used by Community Development and the Street Department for city-wide striping of streets and parking lots projects.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Renewal Agreement Letters



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 15, 2017

Mr. Chris Roberts
Canadian Valley Turf Farm
P.O. Box 424
Spencer, OK 73084

“Bermuda Grass Slab Sod”

Dear Mr. Roberts,

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign:  Title: Manager Date: 5/19/17

VKS:dka



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 15, 2017

Road Safe Traffic Systems, Inc.
Mr. Ernie Livingston
1302 W 36th Street North
Tulsa, OK 74127

“Pavement Marking”

Dear Mr. Livingston,

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Ernie Livingston Title: Branch Manager Date: 5/19/17

VKS:dka



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 15, 2017

Goddard Concrete
Mrs. Kelly Goddard
3101 NE 10th Street
Oklahoma City, OK 73117

“Portland Cement Concrete”

Dear Mrs. Goddard,

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

see attached Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Wendy McIntire Title: Gen. Mgr. Date: 5-23-17

VKS:dka



goddard.concrete@att.net

Goddard Concrete Company, Inc.
3101 NE 10th ST.
Oklahoma City, OK 73117
(405)424-4383
Fax: (405)424-4387



Established 1958

July 19, 2016

Attn: City Clerk
City of Midwest City
City Clerk Office
100 N. Midwest Blvd.
Midwest City, OK 73110

RE: "Portland Cement Concrete"

Dear City Clerk:

This letter is in reference to the renewal of the City of Midwest City's contract for 2016/2020. We will not be able to continue providing concrete at the previous year's prices. Due to continued cost increases of raw materials we would like the opportunity to re-bid for your contract. Below is our outlined bid.

Specifications Price includes annual 5% increase per year	Price per cubic yard				
	2016	^{eff} 7-1-17 2017	7-1-18 2018	7-1-19 2019	7-1-20 2020
1. 2500 psi @ 28 days	\$ 94.00	\$98.70	\$103.63	\$108.82	\$114.26
2. 2500 psi @ 28 days With 2% calcium chloride	\$ 99.00	\$103.95	\$109.15	\$114.61	\$120.34
3. 3500 psi @ 28 days	\$100.00	\$105.00	\$110.25	\$115.76	\$121.55
4. 3500 psi @ 28 days With 2% calcium chloride	\$105.00	\$110.25	\$115.76	\$121.55	\$127.63
5. High early – additional per yard	<u>\$ 12.00</u>	\$12.60	\$13.23	\$13.89	\$14.58

Minimum orders: In the event that minimum orders may be charged a delivery charge the rate shall be any orders under 5 yards will be charged \$50.00 delivery fee.

We appreciate your continued to business and look forward to hearing from you soon regarding upcoming renewal.
Sincerely,

Wendy McEntire
General Manager

PORTLAND CEMENT CONCRETE

GENERAL:

The purpose of these specifications is to qualify the purchase of Portland cement concrete for the City of Midwest City. The City of Midwest City does not guarantee to purchase any specific quantities of these items.

This contract shall be for a period of five years, beginning August 09, 2016 and ending August 08, 2020, allowing for annual renewal with no changes and when agreeable with both parties. Cancellation of the contract will require 30 days written notice and may be initiated by either party.

Annual 5% increase each year

SPECIFICATIONS:

	Price per cubic yard				
	2016	2017	2018	2019	2020
1. 2500# per sq. in. @ 28 days	94. ⁰⁰	98. ⁷⁰	103. ⁶³	108. ⁸²	114. ²⁶
2. 2500# per sq. in. @ 28 days w/ 2% calcium chloride	99	103. ⁹⁵	109. ¹⁵	114. ⁶¹	120. ³⁴
3. 3500# per sq. in. @ 28 days	100	105	110. ²⁵	115. ⁷⁶	121. ⁵⁵
4. 3500# per sq. in. @ 28 days w/ 2% calcium chloride	105	110. ²⁵	115. ⁷⁶	121. ⁵⁵	127. ⁶³
High Early Add per yard	12. ⁰⁰	12. ⁶⁰	13. ²³	13. ⁸⁹	14. ⁵⁸

NOTE: Bid prices shall include delivery to various locations within the City of Midwest City.

Fly ash is not permitted.

Bidder shall submit a mix design for each product.

MINIMUM ORDERS: In the event that minimum orders may be charged a delivery charge, please state all details that may apply: \$50.⁰⁰ Delivery Fee Under 5 yards.

For any questions concerning this bid please contact Vaughn K. Sullivan at 739-1361.

VENDOR: Goddard Concrete Co. Inc.
 ADDRESS: 3101 NE 10th St.
OKC OK 73117
 CONTACT: Wendy McEntire
 PHONE: 405-424-4383



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 15, 2017

Nash Construction Co.
Mr. Bill Nash
700 S Irving
Oklahoma City, OK 73129

“Street Repair”

Dear Mr. Nash,

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

wkn

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: William K Nash Title: President Date: 18 MAY 2017

VKS:da



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing the lawn maintenance contract with the Metropolitan Library System in the total amount of \$6,000.00 for FY 2017/2018.

The Metropolitan Library System has agreed to renew its lawn maintenance contract with the city, for FY 2017/18 in the total annual amount of \$6,000.00.

The City has been performing the lawn maintenance for the library under this contract throughout my tenure. This contract provides for a consistent municipal complex campus appearance. The reimbursement amount will offset a portion of the Street Department's costs associated with performing those landscape maintenance tasks called out in the contracts scope.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Library Lawn Maintenance Agreement



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$1.46 per mailing.

Staff would recommend entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma tourism and Recreation Commission in the amount of \$.08 per mailing. This is an increase from \$.80 per mailing in FY 16-17. The new visitors guide is larger in size requiring more postage and a more expensive envelope. However, we now have a downloadable version on the CVB website which will hopefully reduce the number of visors requesting a paper copy be mailed.

In an effort to solicit and serve meeting planners and event coordinators, the Convention & Visitors Bureau creates, produces and arranges for mass distribution of the Midwest City Visitors Guide. The 8.5 X 11 double-sided full color reference tool outlines Midwest City meeting facilities, hotels, points of interest, and amenities. The up-to-date meeting facility listings, hotel accommodations, special event descriptions, and current community photos provide an attractive overview of all Midwest City has to offer. The Midwest City visitors guide is available statewide at all Oklahoma Welcome Centers and through Certified Folder displays in hotel lobbies statewide.

In addition, the Oklahoma Tourism and Recreation Commission receives as high as 800 requests per month, through their web site and by phone, for a Midwest City visitors guide. This contract covers the cost of postage for distributing the Midwest City visitors guide by mail anywhere in the United States.

The Midwest City Convention and Visitors Bureau will spend approximately \$3,500.00 in FY17-18 with the Oklahoma Tourism and Recreation Commission to mail the Midwest City visitors guide nationwide.

Funds are budgeted and available in the Convention and Visitors Bureau budget.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large initial 'V' and 'S'.

Vaughn K. Sullivan
Public Works Director

Attachment: Oklahoma Tourism and Recreation Commission Contract

Fulfillment Agreement

BETWEEN

OKLAHOMA TOURISM AND RECREATION COMMISSION

AND

CITY OF MIDWEST CITY

AUTHORITY

1. This Fulfillment Agreement between the Oklahoma Tourism and Recreation Commission and City of Midwest City, is in accordance with 74 O.S. Section 2221(B), which authorizes the Oklahoma Tourism and Recreation Department to enter into promotional programs with private organizations in order to serve the people of the state through the promotion of tourism and tourism economic development.

SCOPE OF SERVICES

2. Oklahoma Tourism and Recreation Department (OTRD) agrees to provide fulfillment services for City of Midwest City.
3. OTRD reserves the right to refuse fulfillment services of a proposed brochure at its sole discretion. Upon approval, OTRD agrees to make the Visit Midwest City brochure available to the public through the OTRD web site (www.TravelOK.com), as well as to interested callers.
4. OTRD agrees that literature will enter the postal stream within 4 business days of receipt of request.
5. OTRD will ship all literature "Bound Printed Matter".
6. OTRD agrees to provide a monthly listing of customers the Visit Midwest City brochure was provided to the previous month.
7. City of Midwest City agrees to provide sufficient quantity of its brochure to ensure timely fulfillment.

INVOICING AND PAYMENTS

8. OTRD agrees to invoice City of Midwest City for fulfillment services rendered during the preceding month.

9. OTRD will charge \$1.46 per brochure. If the US Postal Service raises the postage rates during the term of this Agreement, OTRD reserves the right to increase the fee per brochure by an amount equal to the postal increase. A quantity discount fee structure is as follows: the first 500 brochures invoiced at regular brochure postage price; 501 – 800 brochures invoiced at 80% of the regular price; 801-1000 brochures invoiced at 60% of regular price; and 1000+ brochures invoiced at 50% of regular price.
10. Payment terms will be “30 Days Net”. If an outstanding Fulfillment Program balance remains unpaid for a period of 90 days, the brochure may be temporarily removed from the program at the discretion of OTRD until full payment of any outstanding invoices has been made.

TERMS AND CONDITIONS

11. This agreement will be in force for 12 months from the date the agreement is executed by the last party, or until 30 days after notice has been given by either party of its desire to terminate the contract. This agreement will continue for additional like 12-month terms unless 30-day notice has been given by either party to terminate.
12. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30-day notice.
13. Any amendment to this Agreement must be in writing.
14. *City of Midwest City* is liable for payment for all fulfillment costs for literature distributed up to the termination date.

AUDITS AND RECORDS CLAUSE

15. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of this contract.
16. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
17. Each party acknowledges that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties. This Agreement has been reviewed, accepted, and executed by the parties’ duly authorized representatives on the day(s) and year written below.

GOVERNING LAW

18. The laws of the State of Oklahoma shall govern this agreement.

AUTHORIZATION OF FULFILLMENT AGREEMENT

Authorized Signature
Oklahoma Tourism and Recreation Dept.

Title

Print Name

Date of Signature

Authorized Signature
City of Midwest City

MAYOR

Title

Mathew Dukes

Print Name

Date of Signature

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Phil Anderson



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 / Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing a contract, with modifications, for FY2017-2018 Public Works General and Emergency Services with Silver Star Construction Company.

The Public Works General and Emergency Services contract with Silver Star Construction Company is an annual contract with provisions for five (5) annual renewals. This is the fourth year for renewal of this contract. Silver Star has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments, for FY 2017-2018. In FY 16-17 \$274,489.31 was encumbered for Public Works General and Emergency Services.

The following is an itemized list of rate adjustments:

Price Increase Adjustments:

HOURLY EQUIPMENT RATES

Milling Machine: Wirtgen 250I Asphalt Milling Machine \$435.00 per hour

The original contract was bid with a CMI PR800 machine at \$340.00 per hour. Silver Star sold this unit and acquired a new milling machine (see above description). This new Wirtgen machine makes a 12 foot pass, where the old CMI machine made a 7 foot pass. In addition, the new machine will produce at the same ground-speed; consequently, this machine is at almost 50 percent more productive per hour.

This contract may be used by multiple departments for contracting of public works projects including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow, ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City or Midwest City.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director

Attachment: Renewal Agreement Letter



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 15, 2017

Silver Star Construction Co., Inc.
Mr. Steve Shawn
2401 S. Broadway
Moore, OK 73160

“Public Works General and Emergency Services”

Contract for Public Works General and Emergency Services, including, but not limited to, various professional services such as surveying, planning, budgeting, implementation and completion of such projects as municipal street repairs and improvements, park improvements, drainage improvements, sidewalk replacement, excavation, snow ice, trash and debris removal, right of way maintenance and mowing, emergency services and any special projects as deemed necessary by the City and Midwest City Municipal Authority.

Dear Mr. Shawn:

It is time to re-new the City and Midwest City Municipal Authority contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

Yes, we agree to continue the present contract with modifications (see attached).

No, we are not able to continue the present contract without modification.

Sign: Title: president Date: 6-8-2017

Silver Star Construction Co., Inc

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

6-8-2017

The City of Midwest City
Public Works Administration
8730 SE 73110
Midwest City, OK. 73116

Attention Vaughn Sullivan

Re Public Works Contract

Dear Vaughn:

We have reviewed our costs and we feel we can renew the contract this year with no changes in overall cost to the city. I do need to update one line item to add a new machine that we acquired a few weeks ago. Our asphalt milling machine is getting old and worn and is not very reliable. That being said we have purchased a new Wirtgen 250I that is over 1000 horsepower and can mill 12 feet wide in a single pass. The cost incurred here is over one million dollars, and while being a more expensive machine to operate, on a big job it does the same work as the old machine in about ½ the time, so it does become very cost effective. We do plan to keep the old milling machine for small jobs and as a standby machine.

That being said we would like to add the new machine as additional resource for the city

Wirtgen 250I asphalt milling machine \$ 435.00 per hour

Please feel free to call with any questions

Sincerely



Steve Shawn





The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2017-2018.

Sierra has agreed to renew its abatement contract without modifications for FY 2017-2018. The last bid for these services was done for FY 2013-2014.

Neighborhood Services is very pleased with the quality of the work we receive from Sierra.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



Sierra Environmental Services, Inc.

2905 Harr Dr., Ste. 202
Midwest City, OK 73110

(405) 733-8832
Fax (405) 733-8832

Neighborhood Services
8726 SE 15th St
Midwest City, OK 73110
Attn: Mike Stroh

May 15, 2017

Re: Cutting and Mowing of Rank Weeds, Grass,
etc. and Clean-up of Trash and/or Debris
Contract

Please be advised that Sierra Environmental desires
to continue referenced contract with Midwest City
for an additional year at existing pricing.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Larson", written over a horizontal line.

Dennis Larson
President

**PRICES FOR CONTRACT STARTING JULY 1, 2013
FOR THE CUTTING AND MOWING OF RANK WEEDS, GRASS, ETC. AND
THE CLEAN-UP OF TRASH AND/OR DEBRIS**

1. SHOW-UP FEE:

Based on Contractor transporting equipment to job site if job was completed by property owner after contract was received by Contractor. \$15.00

2. CUTTING, MOWING AND DEBRIS REMOVAL:

A. up to and including 1/4 acre ($\leq 10,890$ Sq. Ft.) and one (1) 30 gallon container of trash. \$60.00

B. 1/4 acre up to and including 1/2 acre ($>10,890$ Sq. Ft. - $\leq 21,780$ Sq. Ft.) and one (1) 30 gallon container of trash. \$80.00

C. 1/2 acre up to and including 3/4 acre ($>21,780$ Sq. Ft. - $\leq 32,670$ Sq. Ft.) and one (1) 30 gallon container of trash. \$95.00

D. 3/4 acre up to and including 1 acre ($>32,670$ Sq. Ft. - $\leq 43,560$ Sq. Ft.) and one (1) 30 gallon container of trash. \$110.00

E. more than 1 acres ($>43,560$ Sq. Ft.) (per acre) and one (1) 30 gallon container of trash. \$110.00 for first acre & \$65.00 for each additional acre of portion thereof.
\$65.00

3. TRASH AND/OR DEBRIS REMOVAL:

Removal of each one-half (1/2) ton pick-up load (per load).

4. LITTER REMOVAL:

Per half hour of litter pick up. \$25.00

5. TIRE DISPOSAL:

A. automobile or pick-up truck \$5.00 without rim
~~\$8.00 with rim~~

B. semi-truck or similar \$8.00 without rim
~~\$12.00 with rim~~

As the undersigned, I agree to adhere to all rules and regulations as set forth in this contract/ bid form. Further, as the undersigned, I agree to the prices set forth in this agreement for the 2013-2014 contract year.

Name: Dennis Larson Date: June 17, 2013

Address: 2905 Harr Dr Ste 202, Midwest City, OK 73110

Company Name: Sierra Environmental

Phone Number: 405-733-8832



The City of Midwest City

NEIGHBORHOODS IN ACTION

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: June, 27, 2017

Subject: Discussion and consideration of approving and entering into a Lease and Operating agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc hereafter called "CAA."

The City does hereby lease to CAA office space at the premises known and designated as the City of Midwest City Neighborhoods in Action Center, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130.

The term of this agreement shall begin on the 1st day of July, 2017 and shall continue for (12) months. CAA will pay \$950.00 each month. The City and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year.

The Lease and Operating Agreement, a copy which is attached for your review, provides a comprehensive scope of terms associated with the lease of office space to CAA at the Neighborhoods in Action location.

Staff recommends approval.

Tom Bridgett
Neighborhoods in Action Coordinator

Attachment (1)

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 27th day of June, 2017, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA office space at the premises known and designated as the **City of Midwest City Neighborhoods in Action Center**, located at 1124 N. Douglas Blvd., Midwest City, Oklahoma 73130, hereinafter called the "Leased Premises."

CAA shall have exclusive use of two (2) private offices and a waiting area, shared use of the 5500 SF facility for programming, providing services and events; shared use of the copier and fax machine; use of CITY paid utilities, internet and telephone equipment; and shared parking.

The term of this agreement shall begin on the 1st day of July, 2017 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for five additional one-year terms beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of Nine Hundred Fifty and 00/100 Dollars (\$950.00), payable to CITY at the address designated below in advance on the 1st of each calendar month throughout the term of this agreement. CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Rent payments shall be made payable to:

City of Midwest City
Neighborhoods in Action Center
1124 N. Douglas Blvd.
Midwest City, OK 73130

CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Neighborhoods in Action Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

CITY OF MIDWEST CITY
100 N. Midwest Blvd.
Midwest City, OK 73110

By: James Sconzo, Executive Director

By: Matthew D. Dukes, II, Mayor

ATTEST:

ATTEST:

City Clerk

Approved as to form, this 27th, day of June, 2017.

City Attorney



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing the maintenance contract with One Source Managed Services billed at \$0.065 per color page and at \$.0065 per black page.

This is to continue the maintenance contract of the copier purchased for the Neighborhood Services office on May 11, 2010, without modifications for FY 2017-2018.

This machine works as our network scanner, copier and printer. We have an average monthly bill of \$105.00.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City Of Midwest City
Neighborhood Services Department
Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Date: June 27, 2017

Subject: Discussion and consideration of renewing the maintenance contract with R. K. Black, Inc. at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page.

This is to continue the maintenance contract of the copier purchased for the Neighborhoods in Action office on March 28, 2017, without modifications for FY 2017-2018.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION
William (Billy) Harless, Community Development Director
Patrick Menefee, City Engineer

TO: Honorable Mayor and City Council

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

DATE: June 27, 2017

SUBJECT: Discussion and Consideration of accepting a grant of Permanent Drainage Easement from Autohaus Sports Cars, Inc. across certain tracts of land within the corporate boundaries of Midwest City in Lots 6 and 7 of Block 5 of Kanaly's Douglas Boulevard Addition Blocks 4 & 5 to Oklahoma County, Oklahoma according to the recorded plat thereof. (Community Development - B. Harless)

The easement is needed in connection with a drainage improvement project in the area.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

as PAT CROSSFIELD, of Autohaus Sports Cars Inc., to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that HE executed the same as A free and voluntary act and deed for the uses and purposes set out herein and as the free and voluntary act and deed of Autohaus Sports Cars Inc. for the uses and purposes set out herein.

WITNESS, my hand and seal this 14th day of June, 2017.

My Commission expires: 7-10-18



Paul Crossfield
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

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



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: June 27th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170091 from the State Department of Environmental Quality for the Saint Charles Place Addition Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055170091 is for the construction of 755 L.F. of eight inch (8") sewer line to serve the new Saint Charles Place Addition, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



Patrick

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 31, 2017

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

Re: Permit No.: SL000055170091
St. Charles Place Addition
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055170091 for the construction of approximately 755 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City St. Charles Place Addition Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 31, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
John Derek Jackson, P. E., Jackson & Jackson Engineering





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170091

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

May 31, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 755 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City St. Charles Place Addition Water Line Extension Project, located in part of SW-1/4 of Section 36, T-12-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on May 31, 2017.

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

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

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

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170091

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

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

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





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: June 27th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170090 from the State Department of Environmental Quality for the Saint Charles Place Addition Water Line Extension, Midwest City, Oklahoma.

Permit No. WL000055170090 is for the construction of 1275 L.F. of eight inch (8") water line to serve the new Saint Charles Place Addition, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

May 31, 2017

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

Re: Permit No.: WL000055170090
St. Charles Place Addition
Water Line Extension Project
Facility No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055170090 for the construction of approximately 1,275 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City St. Charles Place Addition Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on May 31, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

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

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
John Jackson, P. E., Jackson & Jackson Engineering





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170090

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

May 31, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,275 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City St. Charles Place Addition Water Line Extension Project, located in part of SW-1/4 of Section 36, T-12-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on May 31, 2017.

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

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

- 1) Based on review of the submitted limited hydraulic analysis information, this water line design is deemed adequate to provide the 2015 International Fire Code minimum fire flow of 1,000-gpm for residential housing with a surface area of greater than 3,600-square feet.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170090

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 13) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with OAC 252:626-19-2(h)(3).

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

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





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

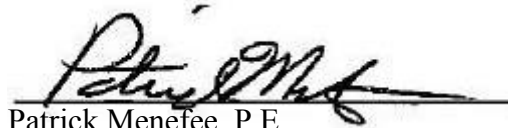
From: Patrick Menefee, P.E., City Engineer

Date: June 27th, 2017

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Architectural Services with Quinn and Associates in the amount of \$11,000 for the preparation of construction plans for the demolition and modification of the existing City Hall restrooms to bring them into compliance with ADA requirements.

The accompanying proposed agreement is for the construction plans needed to bring City Hall's restrooms into ADA compliance. The funds for this design will be appropriated out of the ADA transition plan implementation (194) Fund.

Staff recommends entering into the agreement.



Patrick Menefee, P.E.
City Engineer

Attachments

PROPOSAL for ARCHITECTURAL SERVICES

for

The City of Midwest City, Oklahoma

For Design and Construction Services

Related to:

**Demolition and Modification
of Existing Restrooms to Bring Them in Compliance with
ADA Requirements and to Update the Spaces**

**Submitted by Fred Quinn
Quinn & Associates, Architects
1390 South Douglas Blvd.
Midwest City, OK 73130**

6 June, 2017

Description of Services to be provided for Design and Construction related to the Renovation of six existing Restrooms:

1. Work with City Staff Renovate the Restrooms in the following Spaces:
 - 1.1. First Floor of the City Offices at 8201 East Reno, Midwest City, OK
 - 1.2. Second Floor of the City Offices
 - 1.3. Basement Floor of the City Offices
 - 1.4. The Courts Building

There are two Restrooms in the spaces listed above. One Men & one Women in each space.

2. The Scope of the Work shall include:

- 2.1. Design studies to meet ADA requirements and maintain the design features and finishes that relate to the existing buildings.
- 2.2. Provide Working Drawings and Specifications to give the bidders/builders the information required to do the demolition and restoration work.
- 2.3. Work with the city staff to advertise the work to be bid and to then receive bids at the designated time and place. We expect to receive bids from minimum of 3 qualified. The bids will be reviewed with city staff and the successful bidder will be recommended for the contract to perform the work.
- 2.4. Work with city staff to prepare construction contracts. All necessary insurances shall be required as specified. A bid bond will not be required.
- 2.5. The architect is to oversee the construction process with regular site visits to assure compliance with the construction documents.
- 2.6. Select from specified products the colors and textures of finish materials with owner representative approval.
- 2.7. Coordinate the timing of construction area with city staff to assure availability of restrooms while some are out of service.
- 2.8. Coordinate with the city staff and contractor the location of "staging areas" for materials.
- 2.9. Provide final inspections as spaces are completed and recommend periodic payments (usually monthly).

FEES:

The total fee for the architectural services shall be a lump sum of \$11,000.

Payable as follows:

- 30% at completion and approval of the preliminary design.
- 50% at completion of construction documents.
- 20% at completion and approval of the construction work.

Owner Signature

Date

Architect Signature

Date



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2016

Subject: Plat Correction for the plat of Timberridge Pointe Section 3 & a Replat of a part of common areas "K" and "L" of Timberridge Pointe Section 1.

Dates of Hearing: City Council – June 27, 2017

Applicant: Crafton Tull

The applicant submitted a plat correction certificate to staff for review and approval by the City Council. The error in the filed final plat of Timberridge Pointe Section 3 & a Replat of a part of common areas "K" and "L" of Timberridge Pointe Section 1 lies along Lots 1-5 of Block 7. Currently the filed plat shows a 20' building line on the front of Lots 1-5 of Block 7. The annotation should read "20' BL & UE" as the sewer line serving Lots 1-5 of Block 7 is located in this area.

Municipal Code Citation

Section 38-23(A) District Court Remedy

Any recorded Subdivision Plat which has been erroneously described on any record in the chain of title to said Plats, or are otherwise defective on their face may be corrected pursuant to the provisions of Sections 41-112 through 41-115 of Title 11 of the Oklahoma Statutes.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That EAST WEST DEVELOPMENT, LLC, an Oklahoma limited liability company and TIMBERRIDGE POINT PROPERTY OWNERS ASSOCIATION, INC., an Oklahoma not-for-profit corporation, does hereby certify that they are the owners of the only persons, firms or corporations holding any rights, title, or interest in and to the land shown on the enclosed plat and that they have caused the same to be surveyed and plotted, and that they hereby dedicate all of the streets and easements shown hereon to the public for the purposes of streets, utilities and for the use of the same to be released from all encumbrances so that the title is clear, except as shown in the abstract's caption.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 23rd day of February, 2012.

EAST WEST DEVELOPMENT, LLC
TIMBERRIDGE POINT PROPERTY OWNERS ASSOCIATION, INC.
Derek S. Turner, President
Derek S. Turner, President
Turner & Company, Inc.
An Oklahoma corporation, Manager

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, the undersigned Notary Public, in and for said County and State on this day of February, 2012, personally appeared DEREK S. TURNER, PRESIDENT of EAST WEST DEVELOPMENT, LLC, and R. CLAY COLLIER, PRESIDENT of TIMBERRIDGE POINT PROPERTY OWNERS ASSOCIATION, INC. to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as his free and voluntary act and deed and on the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:
March 18, 2015
Notary Public
#05002151

LEGAL DESCRIPTION

A part of the SW 1/4 of Section 10, T-11-N, R-1-W, I.M., Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the N.W. Corner of the said S.W. 1/4; Thence S89°57'43"E along the North Line of said S.W. 1/4 a distance of 1334.05 feet to the Point of Beginning; Thence S82°27'43"E along said North Line a distance of 385.01 feet; Thence S00°02'27"W a distance of 170.00 feet; Thence N89°27'47"W a distance of 15.70 feet; Thence along a curve to the left with a radius of 35.00 feet, a chord bearing of S72°14'17"E and a chord distance of 15.56 feet; Thence along an arc distance of 15.70 feet; Thence along a curve to the right with a radius of 57.00 feet, a chord bearing of S57°35'47"E and a chord distance of 15.56 feet; Thence along an arc distance of 22.51 feet; Thence S89°27'27"E a distance of 15.03 feet; Thence along a curve to the right with a radius of 72.00 feet, a chord bearing of S87°04'18"E and a chord distance of 74.5 feet; Thence along an arc distance of 7.45 feet; Thence S89°17'42"W a distance of 2.63 feet; Thence S00°21'27"E a distance of 178.82 feet; Thence S01°31'54"E a distance of 104.28 feet; Thence S00°17'42"W a distance of 178.82 feet; Thence S89°27'30"W a distance of 118.07 feet; Thence S02°57'04"W a distance of 58.82 feet; Thence S00°54'30"W a distance of 432.81 feet; Thence S43°42'27"W a distance of 44.34 feet; Thence N01°25'28"W a distance of 287.82 feet to the Substantary Corner of TIMBERRIDGE POINT SECTION 2.

Thence along the Eastern Line of said TIMBERRIDGE POINT SECTION 2 the following two (2) calls:

- 1) Thence N89°54'35"E a distance of 773.15 feet;
2) Thence N01°17'47"E a distance of 118.54 feet;
3) Thence N24°04'34"W a distance of 218.91 feet to a point on the Eastern Line of TIMBERRIDGE POINT SECTION 1;

Thence along the Eastern Line of said TIMBERRIDGE POINT SECTION 1 the following two (2) calls:

- 1) Thence N63°05'52"E a distance of 63.85 feet;
2) Thence N24°04'34"W a distance of 222.17 feet to the Point of Beginning.

Said Tract containing 9.34 acres, more or less.

And a portion of Common Area "K";

Commencing at the Southwest Corner of Lot 47, Block 3 TIMBERRIDGE POINT SECTION 3; Thence S01°07'37"E a distance of 55.02 feet to the Point of Beginning; Thence on a curve to the right having a radius of 306.37 feet, a chord bearing of S89°25'07"E and a chord distance of 60.50 feet; Thence on an arc distance of 60.70 feet; Thence S83°44'20"E a distance of 24.31 feet; Thence on a curve to the right having a radius of 144.00 feet, a chord bearing of S17°34'57"E, a chord distance of 43.28 feet; Thence on an arc distance of 48.34 feet; Thence S03°34'32"W a distance of 6.82 feet; Thence on a curve to the right having a radius of 30.00 feet, a chord bearing of S27°34'32"W, a chord distance of 42.45 feet; Thence on an arc distance of 47.12 feet; Thence N01°25'28"W for a distance of 78.56 feet; Thence N02°44'22"E a distance of 57.59 feet to the Point of Beginning.

Said tract containing 0.16 acres, more or less.

And a portion of Common Area "L";

Commencing at the Southwest Corner of Lot 17, Block 4 TIMBERRIDGE POINT SECTION 3; Thence S28°42'17"W a distance of 40.48 feet to the Point of Beginning; Thence S39°40'24"W a distance of 58.15 feet; Thence on a curve to the right having a radius of 22.00 feet, a chord bearing of N18°25'25"W, a chord distance of 28.27 feet; Thence on an arc distance of 31.41 feet; Thence N02°34'32"E a distance of 19.56 feet; Thence on a curve having a radius of 20.00 feet, a chord bearing of N70°12'40"E, a chord distance of 28.87 feet; Thence on an arc distance of 32.55 feet to the Point of Beginning.

Said tract containing 0.02 acres, more or less.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and 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 enclosed plat is vested in EAST WEST DEVELOPMENT, LLC and TIMBERRIDGE POINT PROPERTY OWNERS ASSOCIATION, INC. that on the 23rd day of February, 2012, there are no active 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 same are not on file as of 2/23/12, and prior years, that there are no outstanding tax sale certificates against said land, and no tax debts are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the enclosed plat, except mortgages, related rights, water rights, and easements of record previously reserved, accepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this 23rd day of February, 2012.

CAPITOL ABSTRACTOR & TITLE CO.
Vice-President

COUNTY TREASURER'S CERTIFICATE

I, WENDYNE CHIEF DEPUTY, County Treasurer of Oklahoma County, State of Oklahoma, do hereby certify that I on the day selected, qualified and acting County Treasurer of OKLAHOMA COUNTY, STATE OF OKLAHOMA, that the tax records of said county show all taxes on paid for the year 2011, and prior years on the land shown on the enclosed plat, that the required statutory source 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 at the City of OKLAHOMA CITY, OKLAHOMA, this 23rd day of February, 2012.

County Treasurer
Chief Deputy

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 enclosed plat are hereby accepted, adopted by the Council of the City of Midwest City, Oklahoma, this 23rd day of February, 2012.

City Clerk

CERTIFICATE OF CITY CLERK

I, Rhonda Atkins, 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 delinquent payments or unrecorded installments upon special assessments have been paid in full and that there is no unpaid assessment program now pending against the land shown on the enclosed plat on this day of February, 2012.

City Clerk

LAND SURVEYOR'S CERTIFICATE

I, WILLIAM SULLIVAN, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the enclosed plat represents a survey made under my direction, and that the monuments noted herein actually exist and their positions are correctly shown.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
WILLIAM SULLIVAN, R.P.L.S. 1571

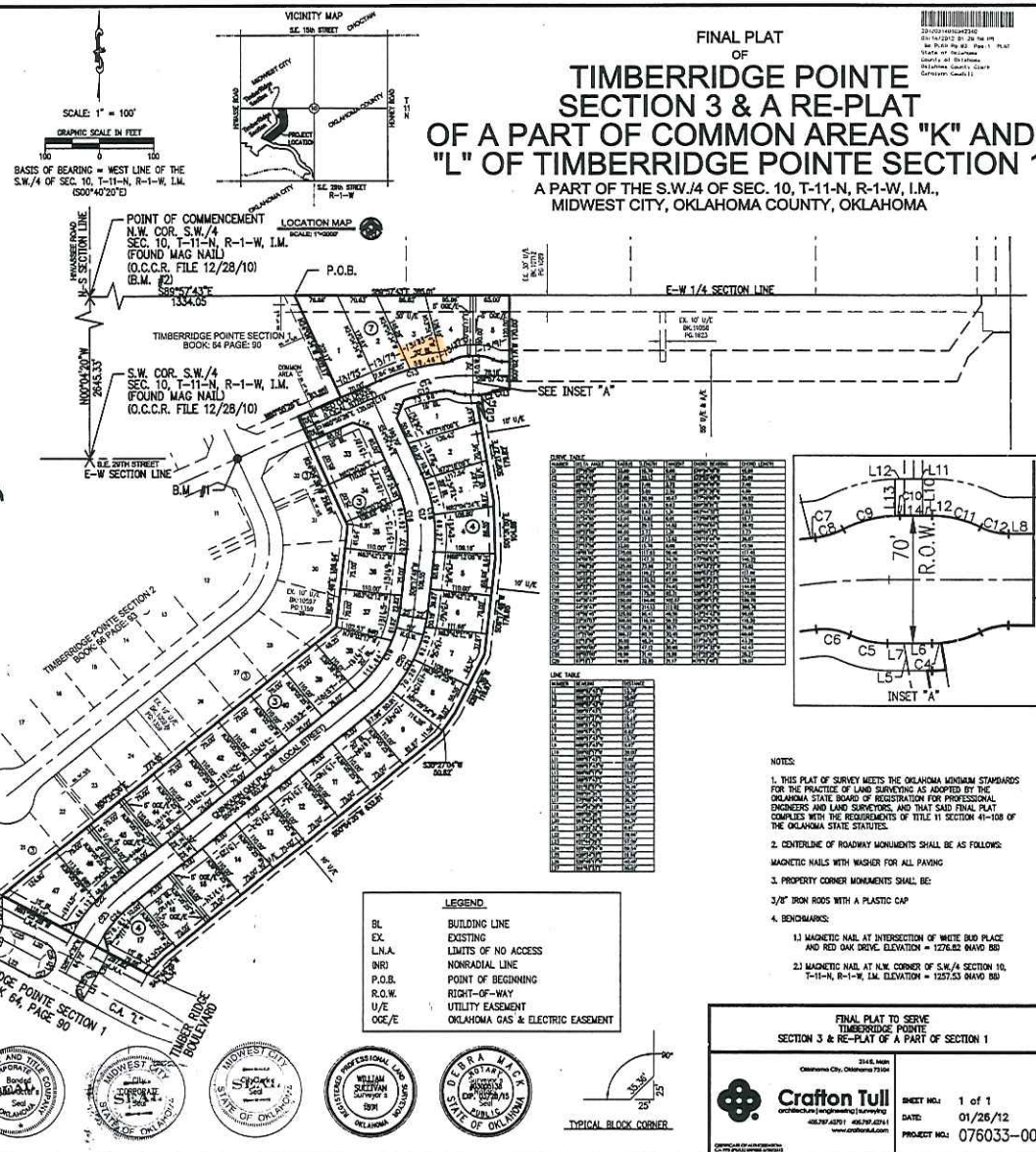
Before me, the undersigned, a Notary Public, in and for said County and State personally appeared WILLIAM SULLIVAN, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same on his free and voluntary act and deed, and under my hand and seal this 23rd day of February, 2012.

My Commission Expires:
March 28, 2015
Notary Public
#0000138

CITY PLANNING COMMISSION APPROVAL

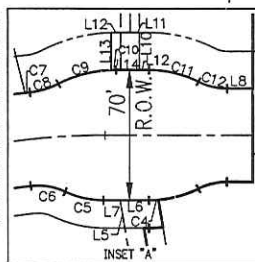
I, [Signature], Planning Director of the City of Midwest City, do certify that the Midwest City Planning Commission duly approved this plat on the 23rd day of February, 2012.

Planning Director



FINAL PLAT OF TIMBERRIDGE POINT SECTION 3 & A RE-PLAT OF A PART OF COMMON AREAS "K" AND "L" OF TIMBERRIDGE POINT SECTION 1 A PART OF THE S.W. 1/4 OF SEC. 10, T-11-N, R-1-W, I.M., MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

Table with 2 columns: Line No., Description. Lists various utility easements and their locations.



LEGEND table defining symbols for Building Line, Existing Limits of No Access, Nonradial Line, Point of Beginning, Right-of-Way, Utility Easement, and Oklahoma Gas & Electric Easement.

- 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...
2. CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:
3. PROPERTY CORNER MONUMENTS SHALL BE:
4. 3/4" IRON RODS WITH A PLASTIC CAP
5. BENCHMARKS:
1) MAGNETIC NAIL AT INTERSECTION OF WHITE BUD PLACE AND RED OAK DRIVE, ELEVATION = 1276.82 (NAVD 88)
2) MAGNETIC NAIL AT N.W. CORNER OF S.W. 1/4 SECTION 10, T-11-N, R-1-W, I.M. ELEVATION = 1257.53 (NAVD 88)

FINAL PLAT TO SERVE TIMBERRIDGE POINT SECTION 3 & RE-PLAT OF A PART OF SECTION 1. Includes Craffon Tull logo, contact information, and project number 076033-00.



nents or any nature in any
ite against said land, or the
and prior years, that there
tax deeds are issued to any
ces of any kind against the
water rights, and easements

ument to be executed this

AGY & FILE CO.

E--PRESIDENT

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records of said county show
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ment to be executed at the

ITY TREASURER
DEPUTY

INCIL

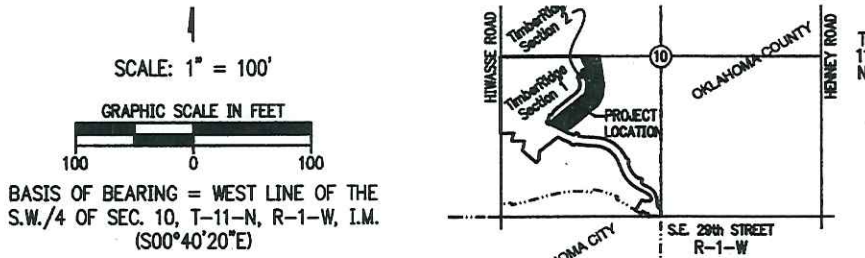
OHOMA, that the dedications
ncil of the CITY of MIDWEST
2012

MAYOR

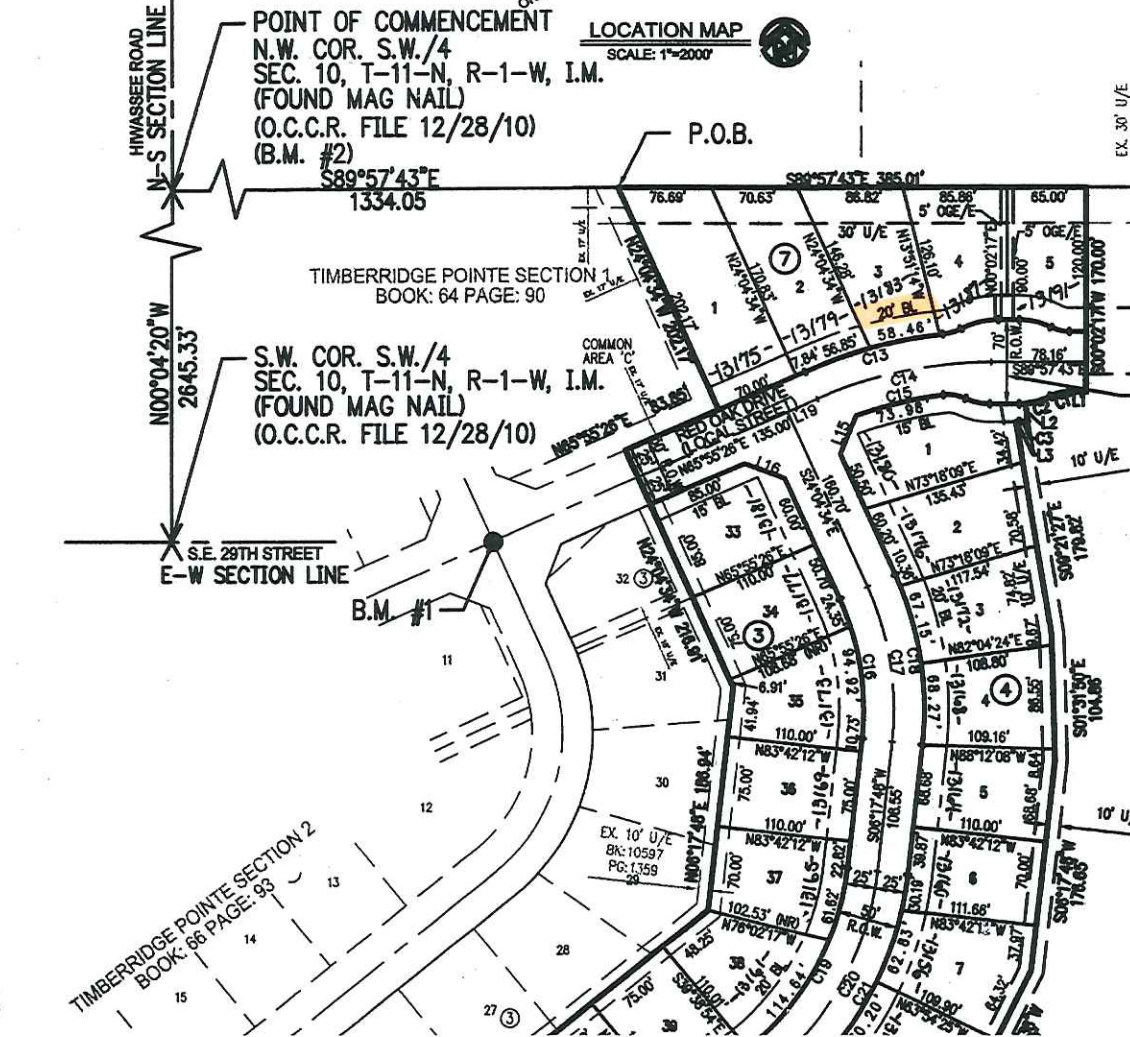
of OKLAHOMA, hereby certify
red payments or unmatred
l that there is no special
taxed plat on this 13th

ITY CLERK

PROFESSIONAL



SECTION 3 & A R OF A PART OF COMMON "L" OF TIMBERRIDGE POI A PART OF THE S.W./4 OF SEC. 10, T-11-N, R-1-W, I.M. MIDWEST CITY, OKLAHOMA COUN



SEE INSET "A"

CURVE NUMBER	DELTA ANGLE	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	27°15'36"	33.00	18.78	8.89	S76°24'48"W	15.98
C2	22°14'44"	57.00	22.13	11.22	S72°53'48"W	21.98
C3	09°04'17"	72.00	7.48	3.73	S87°04'36"W	7.45
C4	09°04'17"	57.00	5.00	2.50	S87°31'36"W	4.99
C5	25°35'25"	47.00	20.99	10.67	N77°10'00"W	20.82
C6	32°33'05"	33.00	18.75	8.63	S80°38'51"E	18.50
C7	00°24'06"	375.00	2.63	1.31	N83°44'32"E	2.63
C8	21°34'56"	42.00	15.82	8.01	N73°09'08"E	15.73
C9	28°18'28"	86.00	28.15	14.82	N76°00'54"E	28.92
C10	02°22'06"	66.00	2.73	1.36	N88°51'13"E	2.73
C11	27°15'36"	57.00	27.13	13.82	N76°19'44"W	26.87
C12	27°15'36"	33.00	15.70	8.00	S78°19'44"E	15.56
C13	18°01'09"	375.00	117.83	59.46	S74°58'01"W	117.45
C14	24°08'51"	350.00	147.31	74.78	N77°38'52"E	146.22
C15	13°02'28"	325.00	73.98	37.15	S76°33'22"W	73.82
C16	30°22'21"	225.00	145.78	81.07	S08°53'23"E	117.88
C17	30°22'21"	250.00	132.53	67.88	S08°53'23"E	120.88
C18	30°22'21"	275.00	145.78	74.65	S08°53'23"E	144.08
C19	44°38'47"	225.00	175.20	92.31	S28°38'12"W	170.80
C20	44°38'47"	250.00	194.86	102.57	N28°38'12"E	188.78
C21	44°38'47"	275.00	214.13	112.82	S28°38'12"W	208.76
C22	18°01'45"	325.00	86.41	48.58	S42°24'43"W	86.05
C23	22°20'03"	300.00	118.94	59.22	S39°44'34"W	116.20
C24	18°01'28"	275.00	78.91	38.71	N42°53'51"E	78.85
C25	11°21'08"	306.37	60.70	30.45	S89°25'00"E	60.60
C26	92°18'56"	30.00	48.34	31.24	S17°34'57"E	43.28
C27	89°02'08"	33.00	47.12	30.80	S73°34'32"W	42.43
C28	89°02'08"	18.89	31.41	18.89	N68°20'37"W	28.27
C29	83°16'17"	19.89	32.56	21.17	N75°12'40"E	29.07

LINE TABLE

CERTIFICATE OF REGISTERED LAND SURVEYOR

CORRECTION OF PLAT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

1. The undersigned, Jennifer Whitey, a Registered Professional Land Surveyor, also in responsible charge of the firm for whom the record surveyor executed the subdivision plat of TIMBERRIDGE POINTE SECTION 3 & A RE-PLAT OF A PART OF COMMON AREAS "K" AND "L" OF TIMBERRIDGE POINTE SECTION 1, an Addition to the City of Midwest City, Oklahoma, being in the Southwest Quarter of Section 10, Township 11 North, Range 1 West of the Indian Meridian, certify that said Plat was duly filed and recorded in Book 69 of Plats on Page 83 of the records in the Office of the County Clerk of Oklahoma County, Oklahoma.

2. Pursuant to the provisions of Subsection B of Section 41-115 of Title 11 of the Oklahoma Statutes, the registered land surveyor who originally executed the instrument was unavailable at this time due to a change in employment.

3. That said instrument contains an error in the annotation along for Lots 1-5, Block 7 which are amended and corrected by this instrument pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

4. The Surveyor hereby certifies that the error in the annotation reads as 20' BL and that the same is an error of the scrivener and the annotation should read as 20' BL & U/E. This error is hereby amended and corrected by this certificate pursuant to the provisions of Section 41-115 of Title 11 of the Oklahoma Statutes.

Dated this 2nd day of May 2017.

Jennifer Whitey signature
JENNIFER WHITEY, RPLS 1517



STATE OF OKLAHOMA)
)
COUNTY OF CLEVELAND)

Before me, the undersigned Notary Public, in and for said County and State, on this 2nd day of May, 2017, personally appeared JENNIFER WHITEY, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

My Commission Expires: May 2, 2019

June E. Young signature
Notary Public



Be it resolved by the Council of the City of Midwest City that the plat correction of TIMBERRIDGE POINTE SECTION 3 & A RE-PLAT OF A PART OF COMMON AREAS "K" AND "L" OF TIMBERRIDGE POINTE SECTION 1 shown hereon is approved by the City of Midwest City, this ___ day of ___, 20__.

ATTEST CITY OF MIDWEST CITY

CITY CLERK, Sara Hancock

MAYOR, Matthew D. Dukes II

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

CITY ATTORNEY, Philip W. Anderson



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: June 27, 2017

SUBJECT: Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2017-18 to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$42.88 per day per prisoner.

The Midwest City Police Department requests the Council to renew the current Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County. The purpose of this Agreement is to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail, under the custody of County officials. As compensation for this service the City agrees to pay the County Sheriff a rate of \$42.88 per day the inmate is held on the behalf of the City.

The term of the Agreement is from July 1, 2017 to June 30, 2018, and may be renewed for thirteen (13) successive one-year terms each to begin on July 1st of each year. Also, this Agreement would only be utilized if the Midwest City Police Department jail is at its maximum capacity of seventy (70) prisoners or more.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Jail Services Agreement

OKLAHOMA COUNTY- MIDWEST CITY JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1st day of July 2017, by and between the City of Midwest City, Oklahoma, an Oklahoma municipality (hereafter referred to as the "City"), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "County"), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as "County Sheriff").

WITNESSETH:

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

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

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

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

- 1. Term/Renewal.**
 - A. The term of this agreement shall commence on the 1st day of July 2017, at 12:01 a.m., and terminate at midnight on the 30th day of June 2018, unless the Parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.
 - B. This Agreement may be renewed between the City, County, and County Sheriff annually, beginning at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the Parties.

1. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.
 2. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X §26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.
2. **No Separate Legal Entity.**
No separate legal entity or organization shall be deemed created by virtue of this Agreement.
3. **Definitions.**
- A. A City prisoner shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions and/or any other person that is otherwise held solely at the request of the City police.
 - B. A "Hold for State" prisoner shall be defined as a prisoner arrested by a City police officer with or without a warrant for any alleged violation of state law. "Hold for State" prisoners will become City prisoners when all state charges have been declined or disposed of and the prisoner is being held only for municipal charge(s), or municipal conviction(s).
 - C. A prisoner day shall be defined as each calendar day that a City prisoner, as defined herein, is incarcerated in the Oklahoma County Jail.
4. **Purpose.**
The purpose of this Agreement is to provide for the incarceration of City prisoners and "Hold for State" prisoners within the Oklahoma County Jail, under the custody of County officials, and to otherwise coordinate booking and detention functions.
5. **Financial Obligation of the City.**
The financial obligations of the City under this Agreement shall be limited to "Compensation" as set out below.
6. **Termination.**
- A. This Agreement may be terminated by any Party for any reason, or for no reason, upon one hundred eighty (180) days written notice to the other Parties.

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

7. Compensation.

As compensation for the services set out below, the City agrees to pay the County Sheriff a rate of forty-two dollars and eighty-eight cents (\$42.88) per prisoner per day the inmate is held on behalf of the City, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of City prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of municipal ordinances of the City or otherwise held for City Police.

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

8. Services.

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

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

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

9. Custody.

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

10. Medical Care.

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

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

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

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

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

11. Severable Liability.

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

12. Notices.

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

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

and to

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

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

and to

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

13. Fiscal limitations.

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

14. Non-Assignable.

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

15. Severable.

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

16. Laws and Regulations.

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

- 17. Multiple Counterparts.**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 18. Inspections.**
The County Sheriff shall make available upon request any and all inspection reports concerning the County Jail to the Chief of Police and City Manager of the City or their designees, in a timely manner. This provision does not intend, suggest or create any liability and/or indicate the City has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.
- 19. Security.**
City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premises. Information belonging to the County or County Sheriff will be safeguarded by the City to the same extent as the City safeguards their information of like kind relating to its own operation, subject to disclosures required by law.
- 20. Transportation of City Prisoners.**
The City hereby agrees to assume responsibility for the transportation of City prisoners to all municipal court appearances and shall hereby coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances.
- 21. Amendments.**
Any amendments to this Agreement must be in writing and approved by the parties.
- 22. Complete Agreement.**
This Agreement is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.

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

The Board of County Commissioners of Oklahoma County, Oklahoma

By _____ Date _____
Chairperson

Attest:

County Clerk

Date _____
P.D. Taylor, Undersheriff

Witness

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

Assistant District Attorney

The City of Midwest City

By _____ Date _____
Mayor, City of Midwest City, Matthew D. Dukes II

ATTEST:

City Clerk, City of Midwest City, Sara Hancock

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

Municipal Counselor, City of Midwest City
Philip W. Anderson



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: June 27, 2017

SUBJECT: Discussion and consideration of renewing the School Resource Officer Mutual Cooperation Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma, for the placement of a school resource officer at Midwest City High School from August through May, for which the District agrees to pay \$50,000; and authorizing the city manager and the chief of police to execute the agreement on behalf of the City.

The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a school resource officer at Midwest City High School.

The District agrees to pay the City for the use of one officer a total sum of \$50,000.00 for the period of ten months from August to May, payable \$5,000.00 a month after each completed month of service. The City will pay any remaining balance of the officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

This agreement shall be in effect on July 1, 2017. This agreement can be terminated by either party upon thirty (30) days' notice to the other party.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

School Resource Officer **Mutual Cooperation Agreement**

This mutual cooperation agreement made and entered into this 1st day of **July, 2017**, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said school.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City for the use of one (1) School Resource Officer a total sum of **\$50,000.00 (Fifty Thousand Dollars)** for the period often (10) months, August to May, of the contract term. The District will pay the City **\$5,000.00 (Five Thousand Dollars)** a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days' notice to all other signed parties to the agreement.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/meetings and will, at least annually review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officer shall be a duly certified police officer of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators. City agrees and guarantees that the police officer will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law. City warrants to District that the police officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property.

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school location:

**Midwest City High School, 213 Elm
Drive**

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal' s office for assignments consistent with this Agreement
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.

- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.
- N. The SRO may be asked to provide community wide crime prevention presentations that include , but are not limited to:

- Drugs and the law - Adult and juvenile;
- Alcohol and the law - Adult and juvenile;
- Sexual assault prevention;

Safety programs-Adult and juvenile;
Bullying- In person and through cyberspace;
Assistance in other crime prevention programs as assigned.

- O. The SRO will wear approved Department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or Police Department. The Chief of Police and the Principal shall jointly set expectations and resolve any disputes in this area.
- P. The SRO will wear their Department authorized duty weapons in accordance with Department policy.
- Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

- A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus. The SRO should attend outside activities associated with the school and shall coordinate these events with his immediate supervisor. The City will compensate the SRO for these events.

Access to Education Records:

- A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.

- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer. The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days' notice.

WITNESS OUR HANDS this day and year first above written

"City"

By:

Matthew D. Dukes II, Mayor

Date

ATTEST:

Chief of Police Brandon Clabes

Sara Hancock, City Clerk

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

"District"

Philip W. Anderson, City Attorney

By:

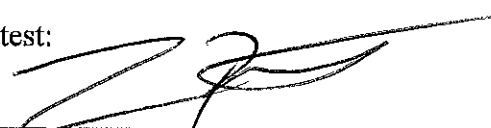


President of the Board of Education

6-12-17

Date

Attest:



Clerk of the Board of Education



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: June 27, 2017

Subject: Discussion and consideration of renewing an agreement with Everbridge in the amount of \$14,500 for a mass notification system for fiscal year 2017-18.

The mass notification system is utilized to contact the public on emergency and non-emergency events. This system is utilized by several departments within the city and has the ability to contact citizens on a single street up to notifying the entire city. See attachment for specific contract information.

Staff recommends approval.

Mike Bower

Mike Bower
Emergency Manager

Attachment



Quotation

Prepared for:

Matthew Schratweiser
Midwest City
100 N. Midwest Boulevard
Midwest City OK 73110
United States
Ph: (405) 869-8684
Fax:
mschratweiser@midwestcityok.org

Quote #: Q-02184-2
Date: 3/24/2017
Expires On: 6/30/2017
Confidential

Salesperson: Jamie DiCesare
Phone:
Email: jamie.dicesare@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	7/1/2017
Contract End Date:	6/30/2018

Contact Summary:

Household Count:	21,297
Employee Count:	841

Qty	Description	Price
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 14,500.00

Pricing Summary:

Year One Fees*:	USD 14,500.00
One-time Implementation and Setup Fees:	USD 0.00
Total Year One Fees Due:	USD 14,500.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Authorized by Everbridge:

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

To accept this quote, sign, date and return:

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: June 27, 2017

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Rose State College to provide dispatching services for the Rose State Security Office from July 1, 2017 through June 30, 2018 for \$27,250.00 per year.

This agreement provides that the City of Midwest City's Emergency Management 9-1-1 Center will serve as primary answering point and dispatch center for the Rose State College Security Office. This agreement may be renewed with mutual consent of all parties for successive one year periods. The term of this agreement shall be from July 1, 2017 through June 30, 2018. Based on the annual number of calls for service Rose State shall pay the City \$27,250.00 for fiscal year 2017-18.

A handwritten signature in black ink that reads "Mike Bower". The signature is written in a cursive style and is positioned above a horizontal line.

Mike Bower
Emergency Manager

PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between Rose State College, hereinafter referred to as College, and the City of Midwest City, hereinafter referred to as City.

Whereas, Rose State College owns and operates the Rose State College Campus Security Office; and

Whereas, the City operates an Emergency 911 answering service which provides a Primary Service Answering Point for the emergency services provided to the citizens of Midwest City, Including the College hereinafter referred to as the PSAP; and

Whereas, the College and the City desire to enter into an agreement wherein the PSAP shall serve as the primary answering point and dispatch center for the Rose State Campus Security Office;

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants, obligations and stipulations set out herein, agree as follows:

Term of Agreement. This agreement shall commence on July 1, 2017 and shall expire on June 30, 2018, unless sooner terminated as provided herein.

Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the College. The PSAP shall operate twenty-four (24) hours a day, seven days a week. The City shall provide all personnel and equipment required to staff and manage the PSAP. The City will also monitor The Fire Alarm System for the College, all equipment pertaining to said alarm will be provided by the College. The College shall provide all personnel required to staff and manage the Rose State Security Office.

Mutual Aid Agreements. Both the City and the College are hereby authorized to enter into Mutual Aid Agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.

Consideration. The College agrees to pay to the City to provide PSAP service to the college in the annual amount of \$27,250.00. This amount shall be divided into twelve (12) equal monthly payments of which shall be due and payable to the City on or before the 15th day of the month following the receipt of the preceding month's PSAP service. The College's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.

Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no event shall the renegotiated rate be less than the rate provided herein, nor shall the renegotiated rate exceed the actual increased labor, materials, supplies and equipment cost incurred by the City to provide the PSAP service required herein.

Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.

Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.

Indemnity. The City is solely responsible for providing the College with accurate information with respect to the dispatching of Rose State Police Campus Security Office employees. In that regard, the City shall hold the College harmless for any errors, omissions, mistakes or negligence committed by the City which result in college employees being dispatched to incorrect addresses and/or any claims being filed against the College. In the event that the College is somehow found to be liable for errors, acts or omissions of the City, as allowed by Oklahoma law, the City agrees to indemnify the College for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.

Effective Date. This agreement shall become effective the 1st day of July 2017. Services required shall commence on the effective date hereof.

Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations or modifications shall be effective unless reduced to writing and signed by all parties hereto.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City the ____ day of _____, 2017 and by Rose State College, on the ____ day of _____, 2017.

CITY OF MIDWEST CITY

ATTEST:

Mathew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

City Attorney

ROSE STATE COLLEGE

ATTEST:

Dr. Kent M. Lashley, Executive Vice President

Administrative Staff

Date



City of Midwest City

GRANTS MANAGEMENT DEPARTMENT

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 27, 2017

RE: Discussion and consideration of renewing the Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Dana Brown Cooper Head Start facility located at 9300 N.E. 10th Street.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. is operating a Head Start Program at the city-owned Dana Brown Cooper Head Start facility, serving 180 children. The attached agreement provides for a one-year term beginning on July 1, 2017.

Staff recommends approval.

Terri L. Craft
Grants Manager

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 27th day of June, 2017, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, facility space at the premises known and designated as the **City of Midwest City Dana Brown Cooper Head Start Center**, located at 9300 N.E. 10th Street, Midwest City, Oklahoma 73130, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the 5440 SF facility and the surrounding property also known as Lot 3 and Lot 4 in Block 1 of COUCH HEIGHTS ADDITION to Oklahoma County, Oklahoma for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1st day of July, 2017 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 (\$0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:

City of Midwest City
Grants Management Department
100 N. Midwest Blvd.
Midwest City, OK 73110
Phone: (405) 739-1216
Fax: (405) 869-8636
Grants-management@midwestcityok.org

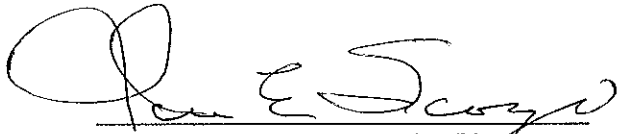
CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Dana Brown Cooper Head Start Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

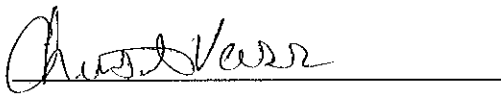
COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

CITY OF MIDWEST CITY
100 N. Midwest Blvd.
Midwest City, OK 73110



By: James Sconzo, Executive Director

ATTEST:



By: Matthew D. Dukes II, Mayor

ATTEST:

City Clerk

Approved as to form this 27th day of June, 2017.

City Attorney



City of Midwest City

GRANTS MANAGEMENT DEPARTMENT

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: June 27, 2017

RE: Discussion and consideration of renewing the Lease and Operating Agreement with Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc for use of the Steed Head Start facility located at 2118 Flannery Drive.

The Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc. operates a Head Start Program at a city-owned building located on the campus of Steed Elementary School, serving 60 children. The attached agreement provides a one-year term beginning on July 1, 2017.

Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

LEASE AND OPERATING AGREEMENT

This agreement is made and entered into on the 27th day of June, 2017, between the City of Midwest City, hereafter called "CITY," and the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc., hereafter called "CAA," who agree as follows:

CITY does hereby lease to CAA, building space at the premises known and designated as the **City of Midwest City Steed Head Start Center**, located at 2118 Flannery Drive, Midwest City, Oklahoma 73110, hereinafter called the "Leased Premises."

CAA shall have exclusive use of the building located on the campus of the Mid Del School District's Steed Elementary School for the purpose of the Head Start Program, creating healthy development in low-income children ages three to five through education, health and social services. CAA shall repair and maintain the Leased Premises in good order and condition, to include necessary mowing and landscape maintenance. All utilities are the responsibility of CAA.

The term of this agreement shall begin on the 1st day of July, 2017 and shall continue for (12) months. CITY and CAA shall have the option to renew this agreement annually for an additional one-year term beginning on July 1st of each year. If CITY, for any reason or no reason whatsoever, wishes to terminate this agreement, it shall give CAA no less than sixty (60) days notice to vacate the Leased Premises.

The monthly rent shall be the sum of No Dollars and 00/100 (\$0.00). CITY reserves the right to renegotiate rental payments with CAA if needed, upon mutual agreement.

Contact Information:

City of Midwest City
Grants Management Department
100 N. Midwest Blvd.
Midwest City, OK 73110
Phone: (405) 739-1216
Fax: (405) 869-8636
Grants-management@midwestcityok.org

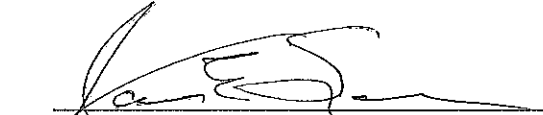
CITY shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as CITY shall deem appropriate. However, should the Leased Premises be damaged or destroyed by fire or other casualty, CITY is in no manner obligated by this agreement to repair or rebuild the Leased Premises. CAA shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

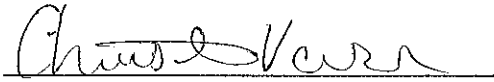
CAA shall provide CITY with an annual report, no later than July 31 of each year, detailing services provided by CAA at the Steed Head Start Center and program beneficiary information in a form determined by CAA and acceptable to CITY.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

COMMUNITY ACTION AGENCY OF
OKLAHOMA CITY AND OKLAHOMA/
CANADIAN COUNTIES, INC.
319 S.W. 25th Street
Oklahoma City, OK 73109

CITY OF MIDWEST CITY
100 N. Midwest Blvd.
Midwest City, OK 73110


By: James Sconzo, Executive Director
ATTEST:



City Clerk

By: Matthew D. Dukes II, Mayor

ATTEST:

City Clerk

Approved as to form this 27th day of June, 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: June 27, 2017

SUBJECT: Discussion and consideration of declaring eighty-two (82) firearms of various calibers as surplus and authorizing their disposal by trade-in toward the future purchase of new firearms with GT Distributors of Austin, Texas for a trade-in value of \$7,237.00.

On March 31, 2017, Case # CP -2017-2, the Court ordered, adjudged and decreed that the Chief of Police of the City of Midwest City, Oklahoma, be authorized at his discretion to sell, convert or dispose of this property. The attached list of firearms has been converted through this legal process.

The Midwest City Police Department requests consideration to enter into an agreement with GT Distributors of Austin, Texas to dispose of the converted firearms for a trade-in value of \$7,237.00. This will leave a \$7, 237.00 credit for purchases with GT Distributors.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachments: Trade-In Evaluation & Surplus Property List

TRADE-IN EVALUATION AND SURPLUS PROPERTY LIST

Gp	Manufacturer	Model	Serial #	Caliber / Desc	Part #	*Control #	*Cost	*BB Cost	Mags	Misc./Notes	Condition	Case #
1	IVER JOHNS	CADET	G16033	.38 CAL REVOLVER			15.00				POOR	12-06851
2	HI POINT		P152041	9MM SEMI AUTO			35.00				FAIR	13-00846
3	ROSCO	VESTPOCKE	32976	REVOLVER			15.00				FAIR	13-00949
4	GLOCK	19	PWP918US	SEMI AUTO			100.00		as parts gun	ALT SER #	FAIR	13-10146
5	S&W		BKV2815	.38 CAL REVOLVER			225.00				FAIR	13-10146
6	BERETTA	92FS	BER464623	9MM SEMI AUTO			300.00				GOOD	14-00423
7	TANFOGLIO	GT-27	G66532	.25 CAL SEMI AUTO			10.00				POOR	14-00810
8	HI POINT	C9	P1490677	9MM SEMI AUTO			15.00				POOR	14-02083
9	HI POINT	JCP 40	X7159030	.40 CAL SEMI AUTO			35.00				GOOD	14-02433
10	GLOCK	22	BZM143US	SEMI AUTO			250.00				POOR	14-02448
11	FND	FNX-9	FX1U02215	9MM SEMI AUTO			240.00				GOOD	14-03212
12	BERSA	THUNDER	A33726	.380 SEMI AUTO			65.00				POOR	14-03404
13	HI POINT		X4127160	.45 CAL SEMI AUTO			40.00				GOOD	14-03520
14	JENNINGS	J-22	34253	SEMI AUTO			20.00				GOOD	14-04013
15	FIE	TITAN	B100912	SEMI AUTO			10.00				POOR	14-04270
16	TITAN		ED19898	.25 CAL SEMI AUTO			20.00				FAIR	14-04406
17	GLOCK	23	BHL828US	.40 CAL SEMI AUTO			250.00				GOOD	14-04830
18	UNK	UNK	UNK	SEMI AUTO			5.00				POOR	14-05718
19	HI POINT	JHP	X4207726	.40 CAL SEMI AUTO			40.00				FAIR	14-05782
20	TAURUS	PT111	TRF17955	SEMI AUTO			100.00				GOOD	14-06937
21	TAURUS	PT609 PRO	TD099180	SEMI AUTO			100.00				FAIR	14-07548
22	ERMA	LA	37712	.22 CAL SEMI AUTO			10.00				POOR	14-07988
23	RUGER	P95DC	SCRATCHED OFF				25.00		parts ony		POOR	14-07988
24	SCCY		93847	9MM SEMI AUTO			100.00				GOOD	14-08007
25	GLOCK	17	KDB135	9MM SEMI AUTO			250.00				GOOD	14-08801
26	S&W	19-5	98689				250.00				FAIR	14-09727
27	JIMENEZ ARMS		1167848	22 CAL REVOLVER			30.00				FAIR	15-00061
28	GLOCK	29	UYX 585	10MM SEMI AUTO			260.00				FAIR	15-00178
29	CHARTER AR	UNDERCOVE	642943	.38 SPL			85.00				FAIR	15-01842
30	S&W	SW9VE	DTF5413	9MM SEMI AUTO			145.00				GOOD	15-02154
31	RG	31	11690	REVOLVER			10.00				POOR	15-02313
32	S&W	M&P 9C	DSZ4210	9MM SEMI AUTO			185.00				POOR	15-03117
33	WALTHER	PK380	WB012709	.380 SEMI AUTO			225.00				FAIR	15-03117

TRADE-IN EVALUATION AND SURPLUS PROPERTY LIST

34	HI POINT	C9	P1802173	SEMI AUTO		40.00			GOOD	15-03117
35	MAKAROV		AE353522	9X18 SEMI AUTO		50.00			POOR	15-03886
36	DAVIS	D22	36016	DERRINGER		10.00			POOR	15-04285
37	RG	22	T621030	22 CAL REVOLVER		10.00			POOR	15-04286
38	JENNINGS	J22	671319			10.00			POOR	15-04902
39	HI POINT		P228640	9MM SEMI AUTO		10.00			POOR	15-05249
40	TANFOLGLIC	CAT 9351	EA05561	.40 CAL SEMI AUTO		10.00			POOR	15-05380
41	FIRESTORM	FSR 38	FSR1257376			10.00			POOR	15-05389
42	KEL-TEC		AA7617	9MM SEMI AUTO		100.00			GOOD	15-05465
43	S&W	.38 SPL +P	CVN8573	.38 SPL REVOLVER		155.00			GOOD	15-05465
44	S&W	SD9	HFA7333	9MM SEMI AUTO		225.00			FAIR	15-05588
45	TAURUS	MILLENIUM	NTC43743	.45 CAL SEMI AUTO		50.00			POOR	15-06007
46	TAURUS	PT-145	NEX56920	SEMI AUTO		100.00			GOOD	15-06811
47	BERETTA	21A	BES99961U	.22 CAL SEMI AUTO		50.00			FAIR	15-07165
48	COLT		SF32593	.45 ACP		350.00			FAIR	15-07165
49	RUGER	P95DC	313-91337	9MM SEMI AUTO		175.00			FAIR	15-07228
50	S&W		HBJ4652	.40 CAL SEMI AUTO		125.00			FAIR	15-07406
51	TAURUS	JUDGE	ET453759	REVOLVER		300.00			GOOD	15-08475
52	S&W	38 SPL	J506064	.38 CAL REVOLVER		175.00			GOOD	15-08600
53	HI POINT	C9	P1344562	9MM SEMI AUTO		40.00			GOOD	15-08801
54	HI POINT	C9	P1293905	9MM SEMI AUTO		40.00			FAIR	15-08823
55	LORCIN		133930	.25 CAL SEMI AUTO		10.00			POOR	16-00030
56	S&W		DCY1308	.38 CAL REVOLVER		150.00			FAIR	16-01013
57	TAURUS		SZF44487	.40 CAL SEMI AUTO		60.00			POOR	16-01198
58	S&W		142275	.38 CAL REVOLVER		60.00			POOR	16-01586
59	HERITAGE		145218	.22 CAL REVOLVER		2.00			JUNK	16-02225
60	FALCON	.38 SPL	505975	.38 CAL REVOLVER		10.00			POOR	16-02924
61	COLT	1911	525401	.45 CAL SEMI AUTO		10.00			POOR	16-02947
62	RUGER	LC9	328-95179	9MM SEMI AUTO		35.00			FAIR	16-03621
63	FEMARU	37M	232868	.380 SEMI AUTO		40.00			POOR	16-03966
64	TITAN		ED35804	.25 CAL SEMI AUTO		10.00			POOR	16-05732
65	HI POINT			.40 CAL SEMI AUTO		35.00			FAIR	16-06867
66	WALTHER	PPS	AG8821	SEMI AUTO		225.00			FAIR	16-06973
67						0.00				

TRADE-IN EVALUATION AND SURPLUS PROPERTY LIST

68						0.00				
69						0.00				
70	LONG	GUNS				0.00				
71	NORINCO	99	SW022241	12 GA		40.00			POOR	13-08918
72	GLENFIELD		26369019	.22 LR SEMI AUTO		10.00			POOR	14-03212
73	SKS		1705888F	SEMI AUTO		40.00			POOR	14-04080
74	MOSSBURG		UM644169	12 GA		100.00			GOOD	14-04910
75	ROM ARM	SA/CUGIR	S3033952000	.223 CAL		100.00			POOR	14-06061
76	ROMARM	WASR	15798903	10 CAL 7.62X39		100.00			POOR	14-06061
77	MARLIN		27026168	30 30		225.00			FAIR	14-06061
78	RUGER	10 22	354-265-31	22 CAL RIFLE		25.00			POOR	14-08147
79	MOSSBURG		L833610	20 GA		100.00			FAIR	15-03731
80	WINCHESTER		12AZVV3263	12 GA		100.00			GOOD	15-06071
81	SAVAGE	MARK II	1900150	.22 CAL RIFLE		10.00			POOR	15-06071
82	ENFIELD	MK III	100417	303 BOLT ACTION		50.00			POOR	15-06888
83	WINCHESTE	37		SHOTGUN		50.00			FAIR	15-09404
84	WINCHESTE	1200	329330	12 GA		100.00			FAIR	15-09600
85	MOSSBURG		T675566	12 GA		40.00			POOR	16-01198

7,237.00



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: (PC-1906) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture with a Special Use Permit to I-2, Moderate Industrial, for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps.

Dates of Hearing: Planning Commission – June 6, 2017
City Council – June 27, 2017

Council Ward: Ward 4, Councilmember Sean Reed

Owner/Applicant: Scott Curry, Bags Inc.

Proposed Use: Future expansion of Bags Inc.

Size:

The area of request abuts the existing Bags Inc. property to the south for approximately 859.50 feet and contains an area of approximately 4.27 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – Industrial (IND)
North, South, East and West – Industrial (IND)

Zoning Districts:

Area of Request – A-1, Agriculture with a Special Use Permit
North – A-1, Agriculture
South and West – I-2, Moderate Industrial
East – A-1, Agriculture with a Special Use Permit

Land Use:

Area of Request – Vacant
North, East and West – Vacant
South – Bags Inc.

Municipal Code Citation:

2.23 Moderate Industrial District

2.23.1. General Description

This industrial district is intended primarily for the conduct of light manufacturing, assembling, and fabrication, and for warehousing, wholesale, and service uses which may generate relatively low levels of noise, odor, smoke, dust, or intense light.

Industrial uses permitted may require proper accessibility to air, rail, or street transportation routes, but do not depend heavily on frequent personal visits of customers or clients.

Provision is also made for outdoor operations and storage.

History:

1. This property was zoned A-1, Agriculture with the adoption of the 1985 zoning code.
2. PC-936 – A Special Use Permit was approved to allow an oil and gas well.
3. June 6, 2017 – Planning Commission recommended approval of this item.

Staff Comments:

Engineer's report:

Note: This application is a request to rezone an undeveloped piece of property that does not currently access any city water, sewer, or roadway facilities. PC 1907 will merge the property with an adjacent parcel so that the area of request is not land locked and will have access to Sooner Road. No new engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located approximately 250 feet south of the area of request in a dedicated public utility easement.

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

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

Sanitary Sewerage Collection and Disposal

A ten (10) inch public sewer main is located approximately 850 feet south of the area of request in a dedicated public utility easement.

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

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

Streets and Sidewalks

There is currently no access to the area of request. Sooner Road is located approximately 250 feet west 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 improvements 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 south to the north. Currently, the area of request is undeveloped. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

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

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

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

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

Easements and Right-of-Way

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

Fire Marshal's report:

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

Plan Review Comments:

The applicant recently purchased property to the north of their existing Bags Inc. facility with the intentions of possibly expanding their operations in the future. The property that was recently purchased by the applicant is not currently zoned for industrial operations and that is the reason for this application. The property that the existing Bags Inc. facility is located on is zoned I-2, Moderate Industrial. The applicant wishes to rezone the recently purchased property to I-2, consistent with their existing operation.

Any future buildings must meet all of the zoning requirements for the I-2 district. These requirements include 60% exterior masonry products (EIFS is not considered masonry), parking dependent on the use of the building and landscaping that will be dependent on the number of buildings and parking spaces. The commercial dumpster must be enclosed on three (3) sides by 8' tall masonry walls with a minimum 10' opening.

Due to the surrounding industrially zoned properties, staff recommends approval.

Action Required:

Approve or reject the ordinance to redistrict to I-2, Moderate Industrial for the properties as noted herein, subject to staff's comments as found in the June 27, 2017 agenda packet and made a part of PC-1906 file.

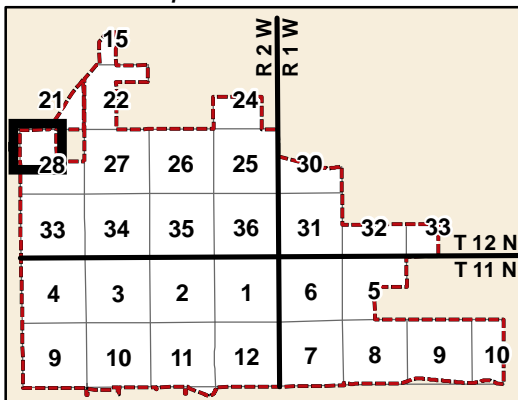


Billy Harless,
Community Development Director

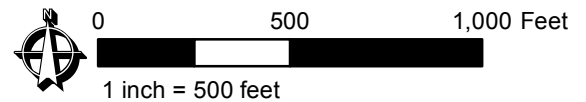
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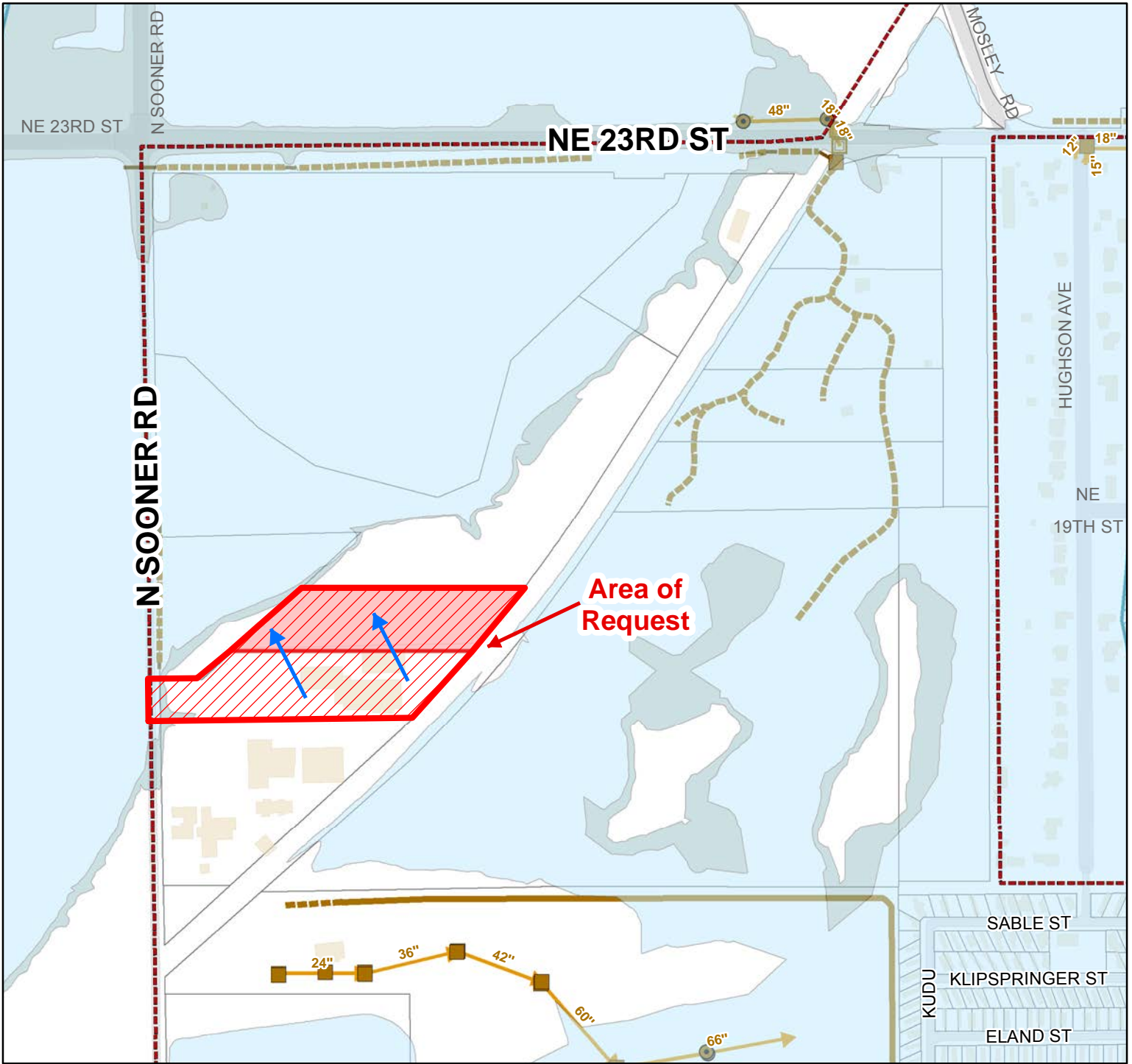
Locator Map



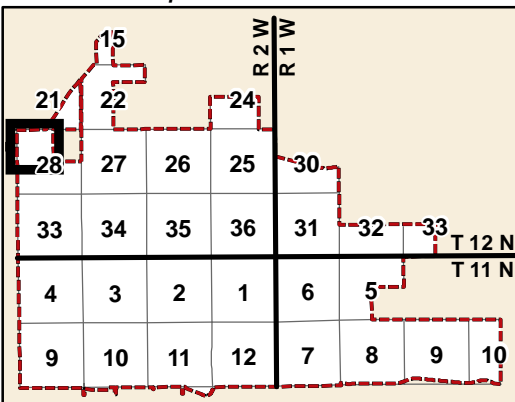
**2015 DOP (AERIAL) VIEW FOR
PC-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**



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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)

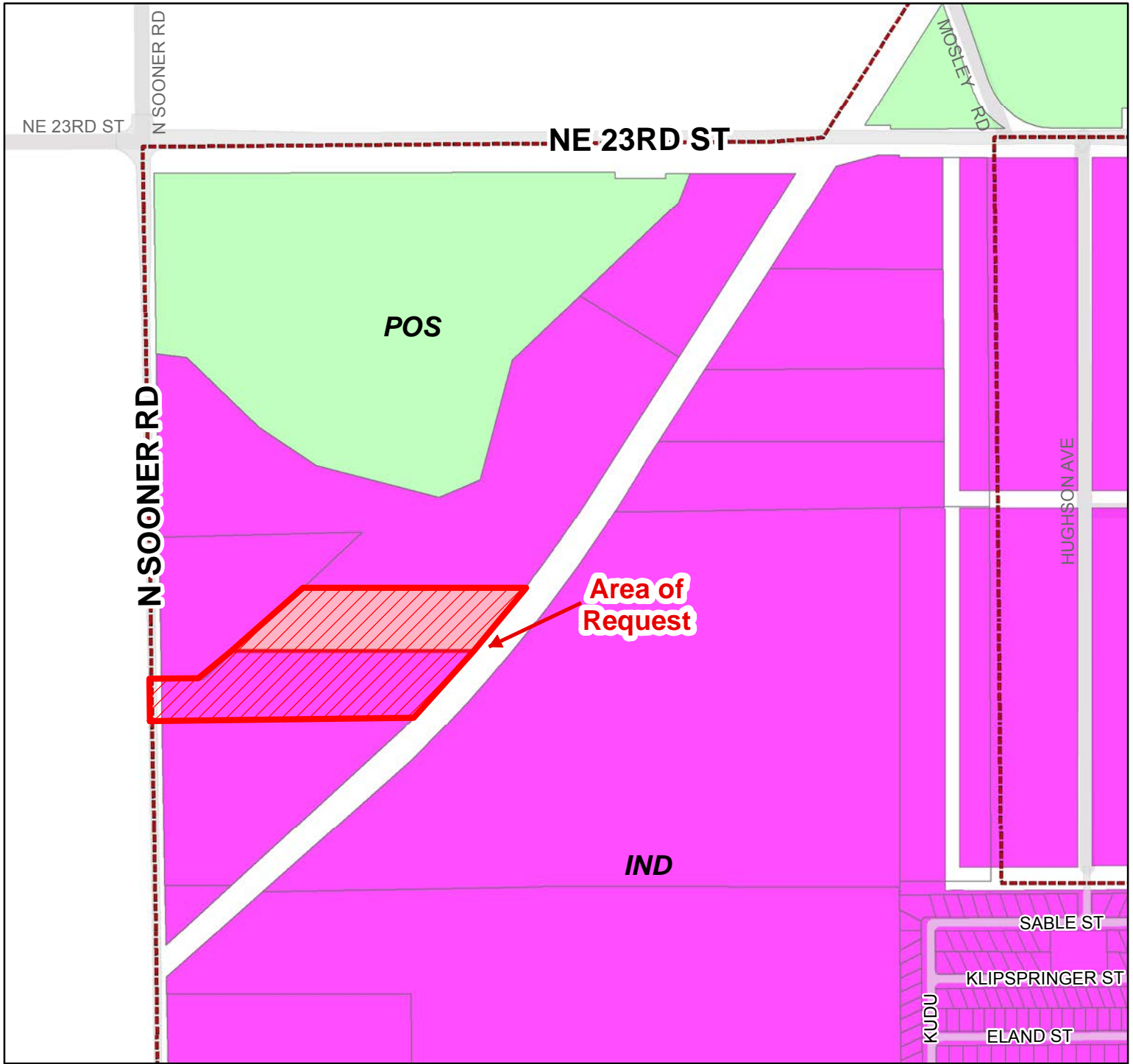


0 500 1,000 Feet

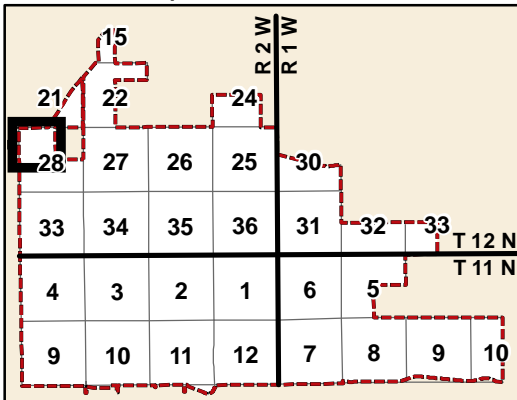


1 inch = 500 feet











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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-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**

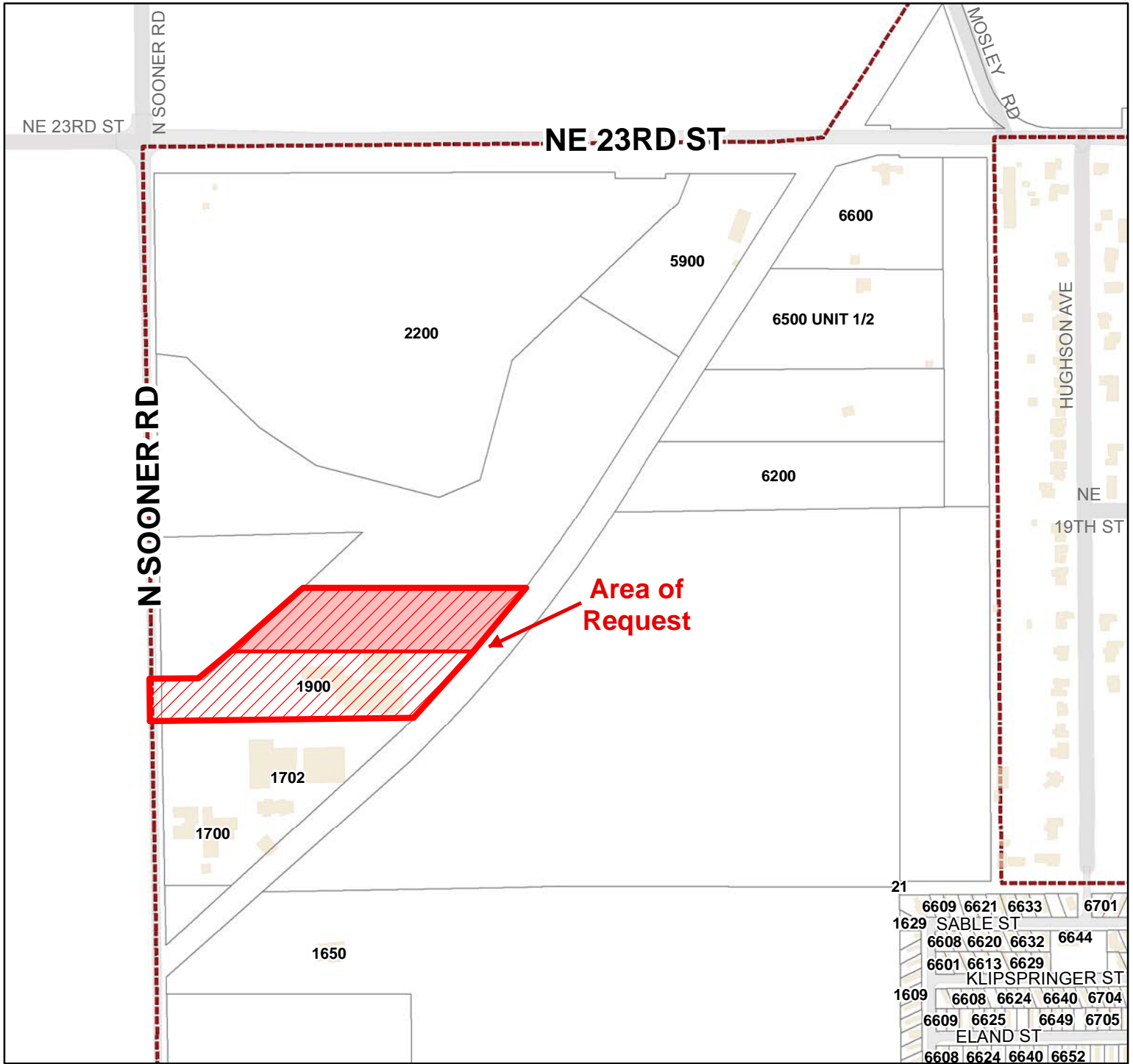


0 500 1,000 Feet

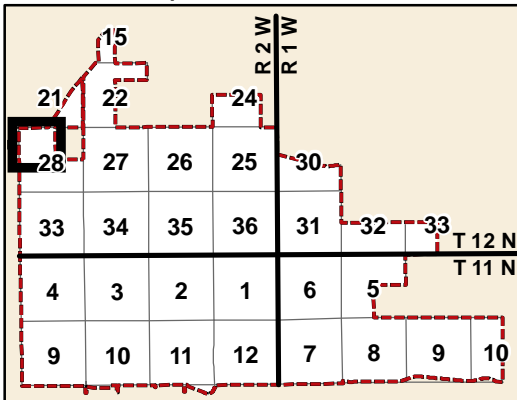


1 inch = 500 feet







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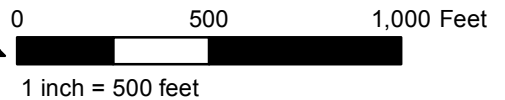
Locator Map



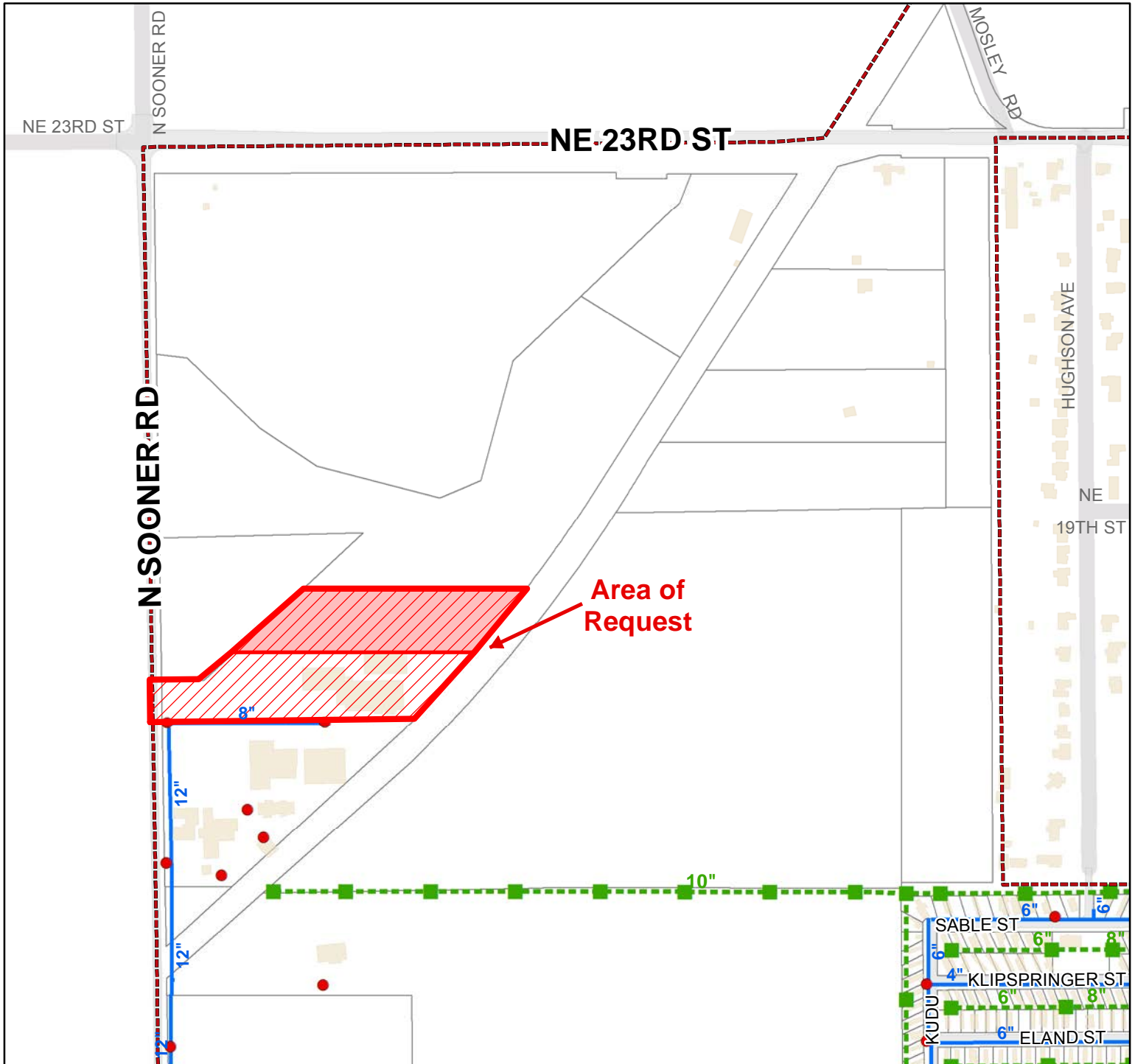
General Map Legend

-  PC-1907 Preliminary Plat
-  PC-1906 Rezoning Area
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

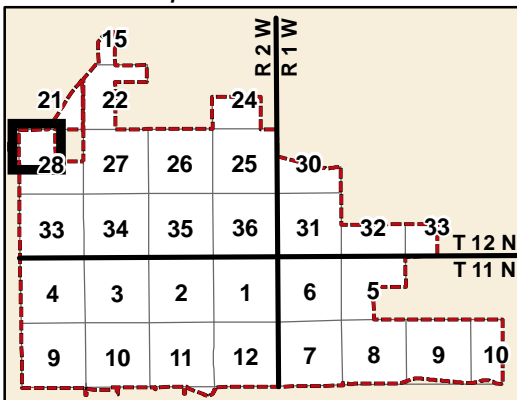
**GENERAL MAP FOR
PC-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**



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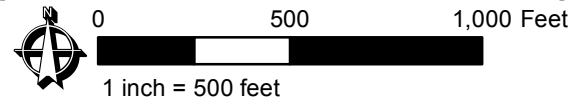
Locator Map



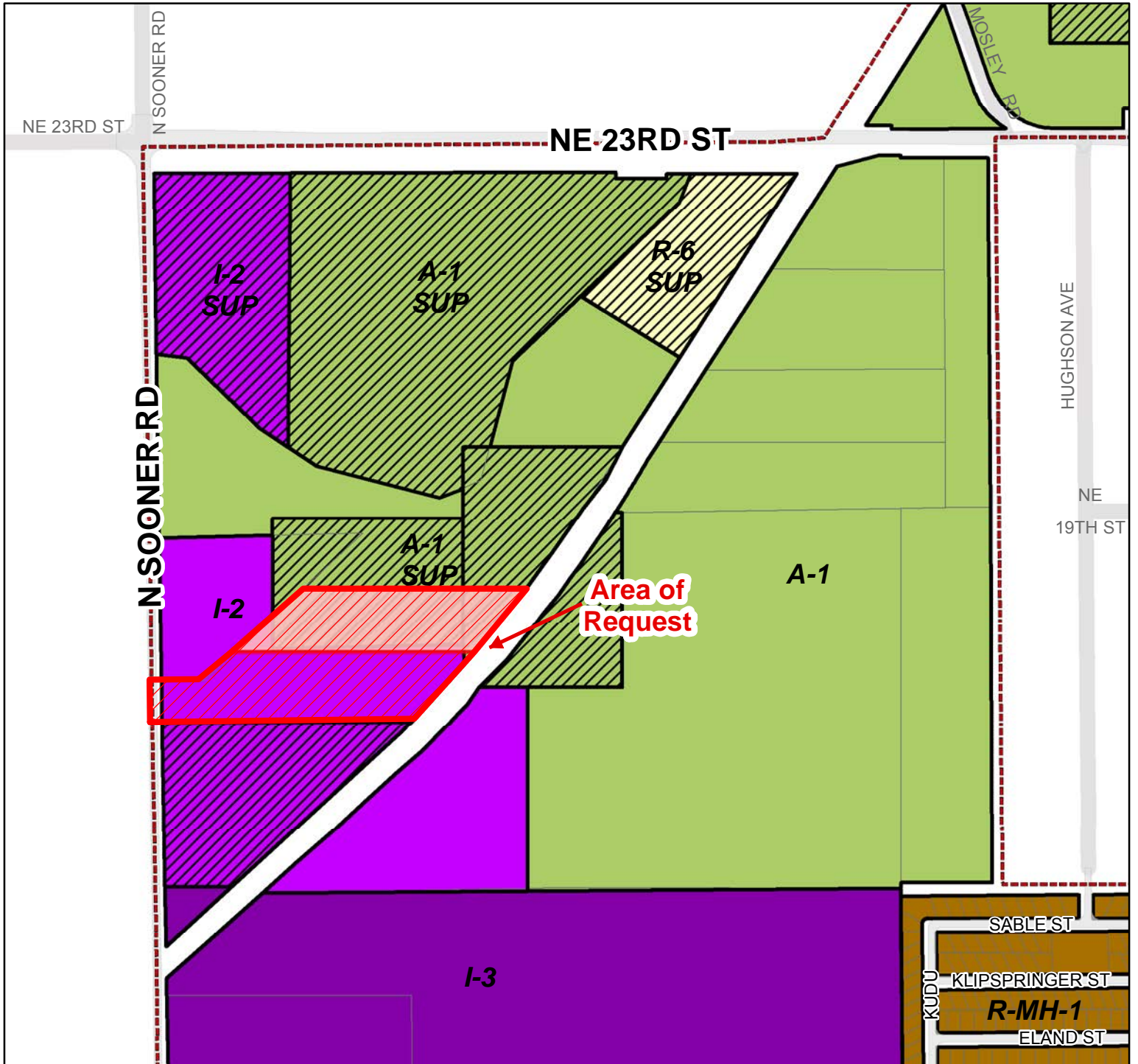
Water/Sewer Legend

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

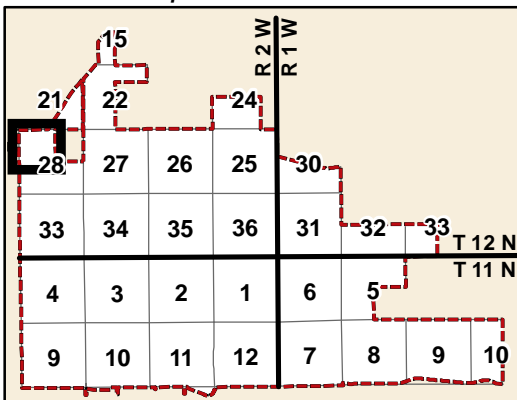
WATER/SEWER LINE LOCATION MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)



0 500 1,000 Feet



1 inch = 500 feet

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1 **PC-1906**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO I-2, MODERATE INDUSTRIAL, AND DI-**
5 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **LECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to I-2, Moderate Industrial, subject to the conditions contained in the PC-1906 file, and that the
12 official Zoning District Map shall be amended to reflect the reclassification of the property’s zon-
13 ing district as specified in this ordinance for the property described as:

14 A part of the NW/4 of Section 28, T-12-N, R-2-W of the Indian Meridian, Oklahoma
15 County, Oklahoma, more particularly described as follows:

16 Commencing at the SW/C of said NW/4; Thence North 0°00’00” East along the west line
17 of said NW/4 a distance of 730.85 feet; Thence North 90°00’00” East a distance of
18 180.85 feet; Thence North 45°00’00” East a distance of 141.43 feet to the point or place
19 of beginning; Thence North 48°35’50” East a distance of 340.21 feet; Thence due east a
20 distance of 790.41 feet, more or less, to a point on the west right-of-way line of the S.L.
21 & S. F. Railroad; Thence southwesterly along said west line of said railroad right-of-way
22 line a distance of 292.02 feet; Thence due west a distance of 859.50 feet, more or less, to
23 the point or place of beginning.

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

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

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

31 THE CITY OF MIDWEST CITY, OKLA-
32 HOMA

33 _____
34 MATTHEW D. DUKES II, Mayor

35 ATTEST:

36 _____
SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: (PC-1907) Public hearing with discussion and consideration of the Preliminary Plat for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps.

Dates of Hearing: Planning Commission – June 6, 2017
City Council – June 27, 2017

Council Ward: Ward 4, Councilmember Sean Reed

Owner/Applicant: Scott Curry, Bags Inc.

Proposed Use: Future expansion of Bags Inc.

Size:

The area of request abuts the existing Bags Inc. property to the south for approximately 859.50 feet and contains an area of approximately 4.27 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – Industrial (IND)
North, South, East and West – Industrial (IND)

Zoning Districts:

Area of Request – A-1, Agriculture with a Special Use Permit
North – A-1, Agriculture
South and West – I-2, Moderate Industrial
East – A-1, Agriculture with a Special Use Permit

Land Use:

Area of Request – Vacant
North, East and West – Vacant
South – Bags Inc.

Municipal Code Citation:

38-18 Preliminary Plat

38-18.1. *Purpose*

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

History:

1. This property was zoned A-1, Agriculture with the adoption of the 1985 zoning code.
2. PC-936 – A Special Use Permit was approved to allow an oil and gas well.
3. June 6, 2017 – Planning Commission recommended approval of this item.

Staff Comments:

Engineer's report:

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.

An eight (8) inch public water main is located along the south side of the area of request in a dedicated public utility easement.

Currently, no new building permits are proposed with this application. However, any future permits may require public water line extensions and dedicated utility easements to provide domestic service and fire protection.

Improvement plans for water line extensions must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

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

Sanitary Sewerage Collection and Disposal

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

An eight (8) inch public sewer main is located approximately 600 feet south of the area of request in a dedicated public utility easement.

Currently, no new building permits are proposed with this application. However, any future permits **will** require a public sewer line extension in a dedicated utility easement to provide domestic service.

Improvement plans for the sewer line extensions must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

The improvements will be constructed and accepted by the city prior to any application for a final plat.

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

Streets and Sidewalks

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

Access to the area of request is available from Sooner Road. Sooner Road is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty (60) feet from centerline for primary arterials and presently, Sooner Road has sixty (60) feet of right-of-way adjacent to and parallel to the west side of the area of request.

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

Street improvements are not required with this application.

There is no sidewalk along the frontage of the area of request. Being an industrial area and close to an active rail road crossing, there is no adjacent sidewalk. Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the south to the north via overland flow. Currently, the area of request is developed with the Bags, Inc. business. 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.

Currently, no new building permits are proposed with this application. However, any future permits may require public drainage and detention improvements.

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 Marshal's report:

The Fire Marshal has reviewed this application and believes that the hydrant servicing the area of request is on a dead end. Any new construction will require a looped system and additional hydrants.

Plan Review Comments:

The applicant recently purchased property to the north of their existing Bags Inc. facility with the intentions of possibly expanding their operations in the future. The applicant is going through the platting process in order to add the recently purchased land to their existing parcel.

The Final Plat will need to include the name of the subdivision centered at the top along with the name of the city, county, state, section, township and range. The final plat must also include the name and the address of the owner of the property and signature blocks for appropriate City and County personnel.

Staff determined that a Tree Canopy Management Plan is not necessary as there is not a sufficient amount of trees currently on the property.

The dedication of parks and open space is not required with this application as the Midwest City Subdivision Regulations only require this dedication for residential subdivisions.

Access to the entire area of request will be via the existing access point on N. Sooner.

Action Required:

Approve or reject the preliminary plat for the property as noted herein, subject to staff's comments as found in the June 27, 2017 agenda packet and made a part of PC-1907 file.



Billy Harless,
Community Development Director

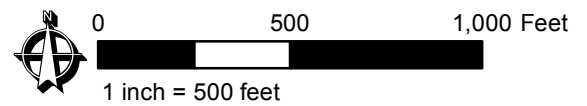
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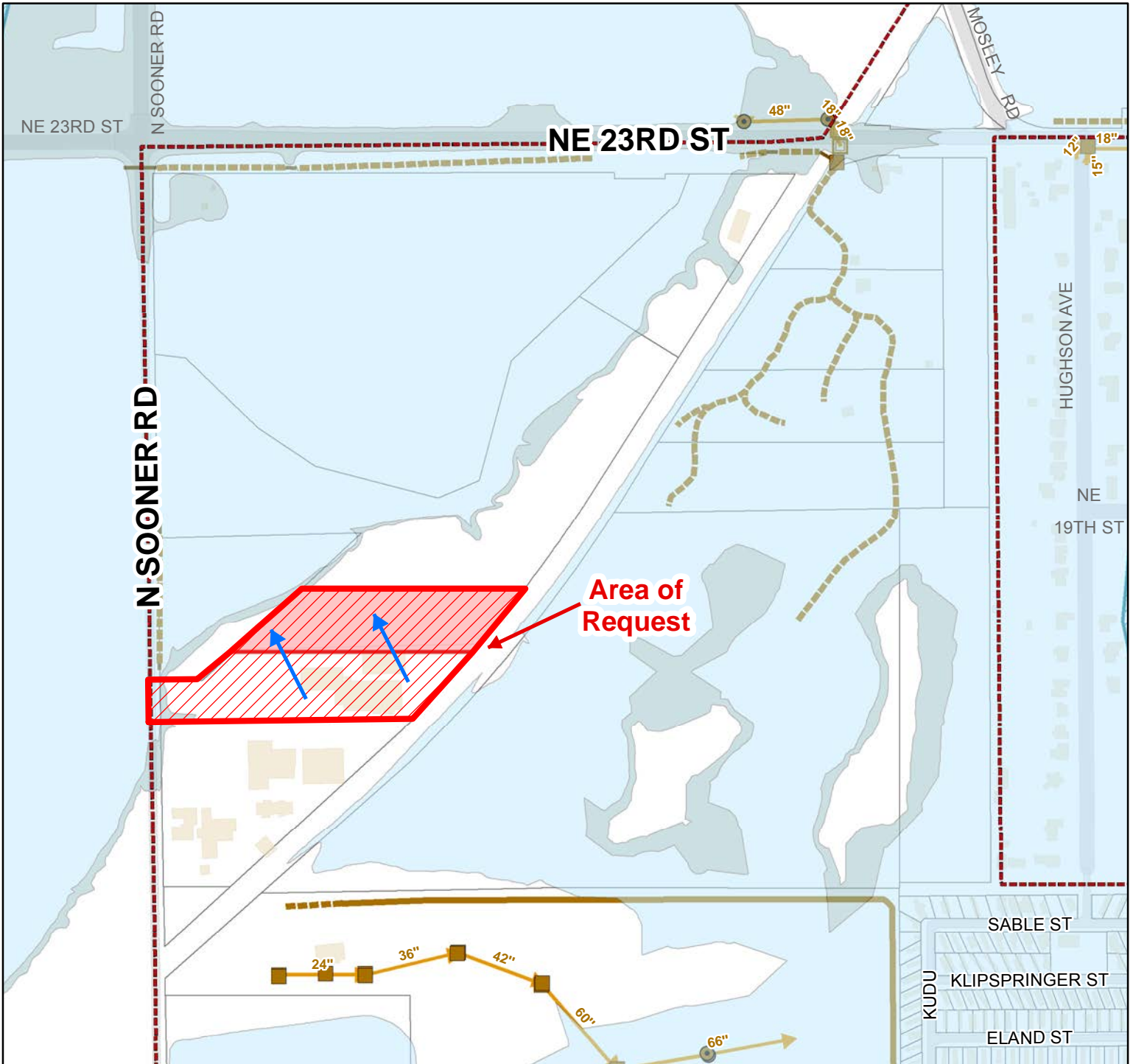
Locator Map

21	22	24	R 2 W				
28	27	26	R 1 W	30			
33	34	35	36	31	32	33	T 12 N
4	3	2	1	6	5		T 11 N
9	10	11	12	7	8	9	10

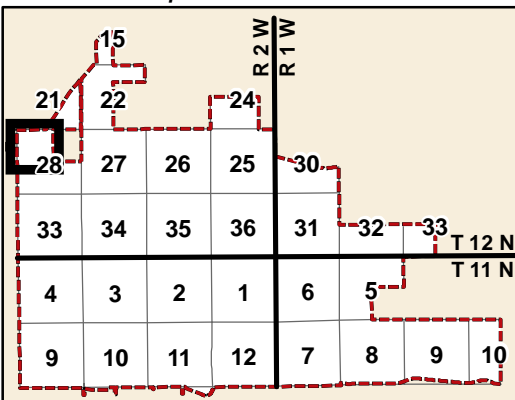
**2015 DOP (AERIAL) VIEW FOR
PC-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**



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



Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)

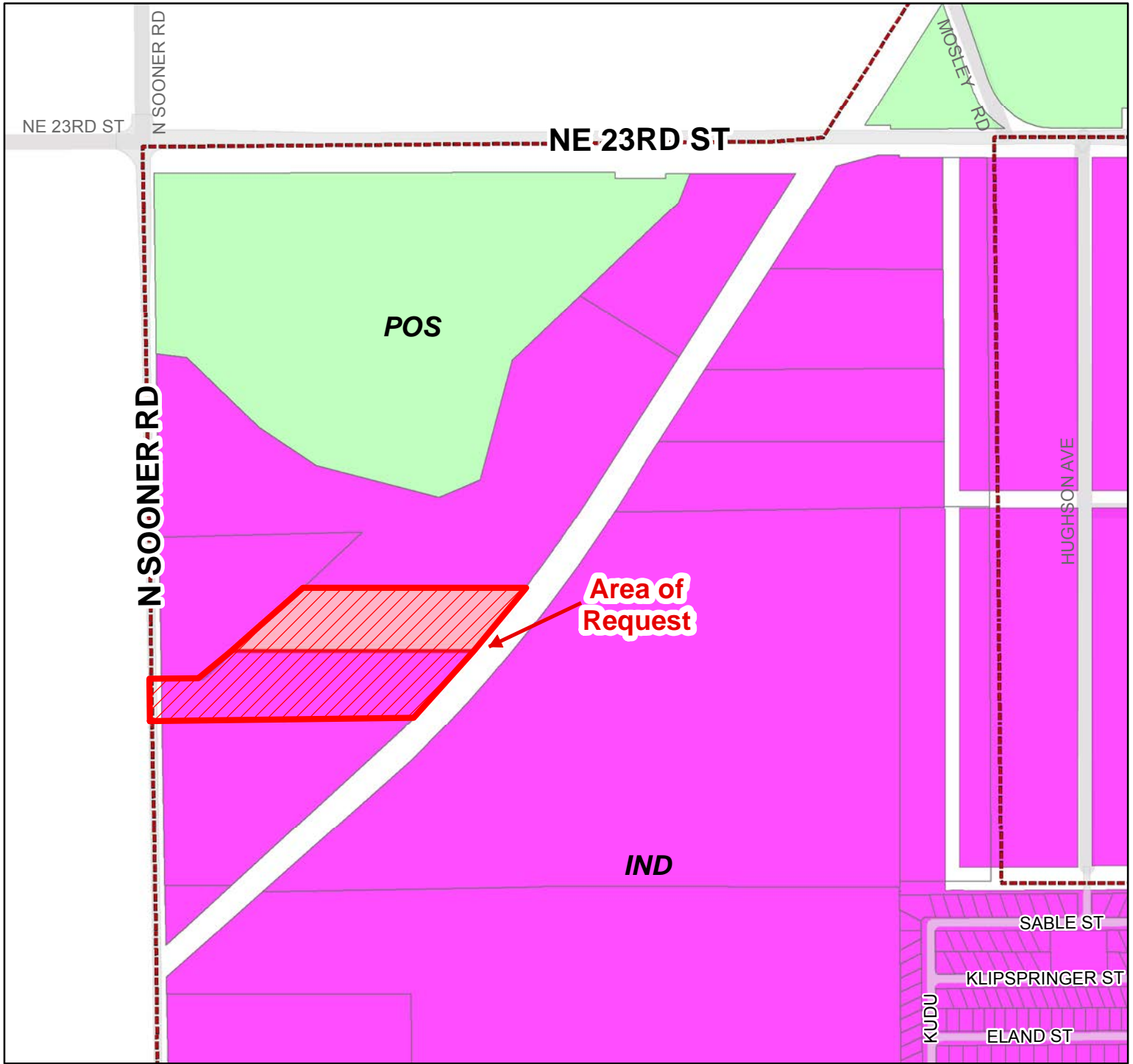


0 500 1,000 Feet

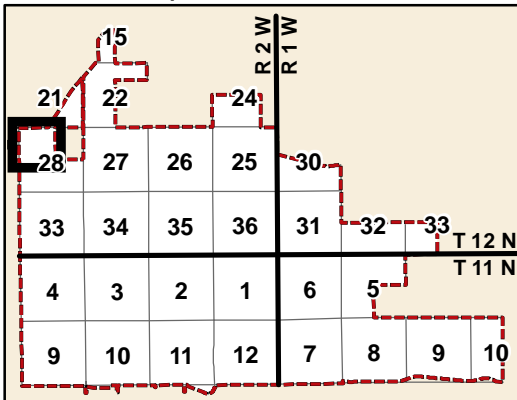


1 inch = 500 feet











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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-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**

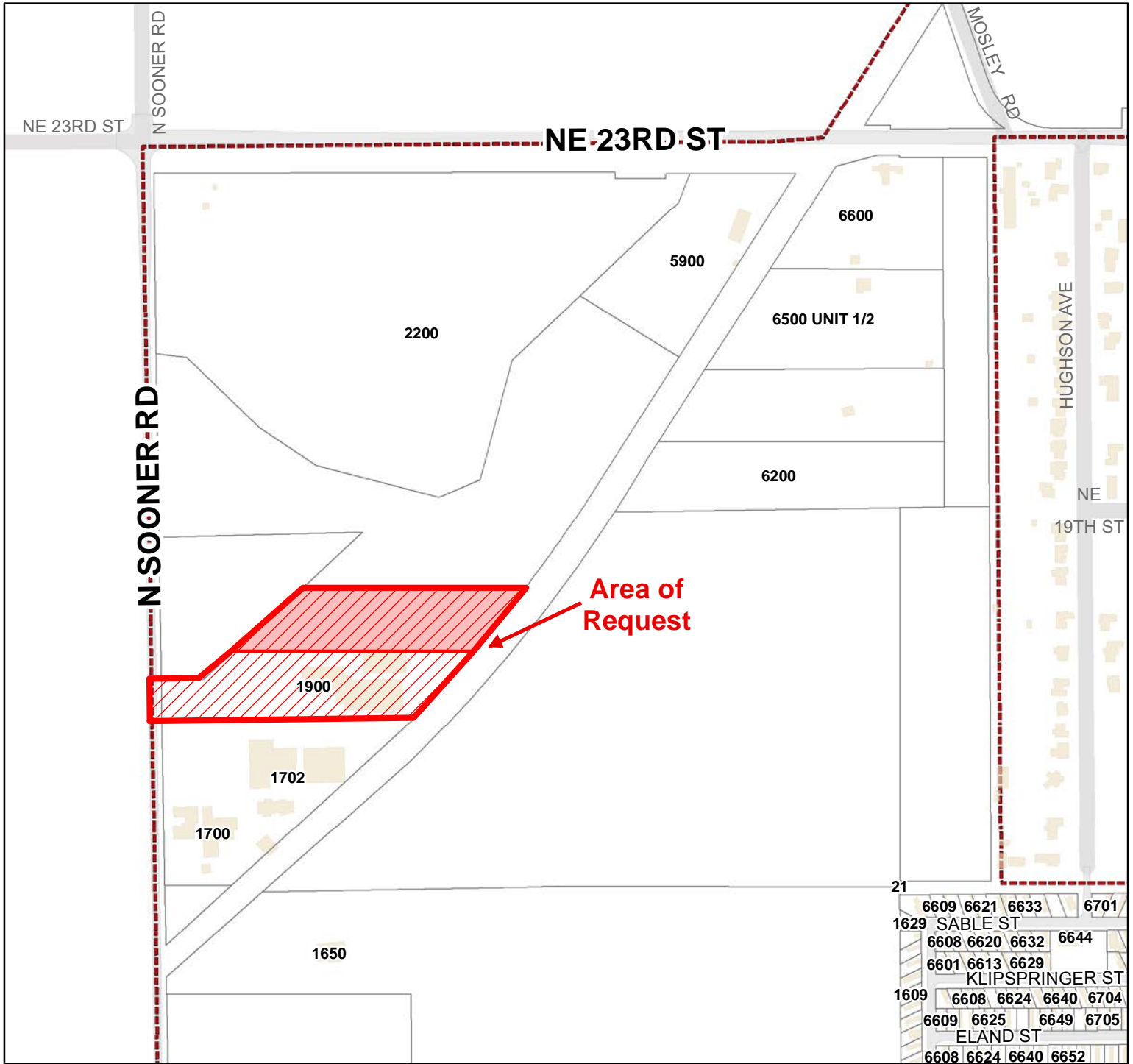


0 500 1,000 Feet

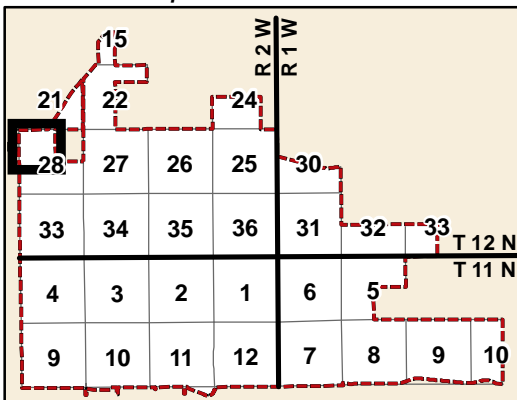


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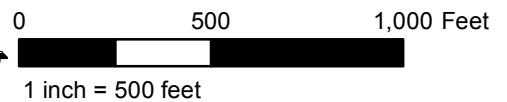
Locator Map



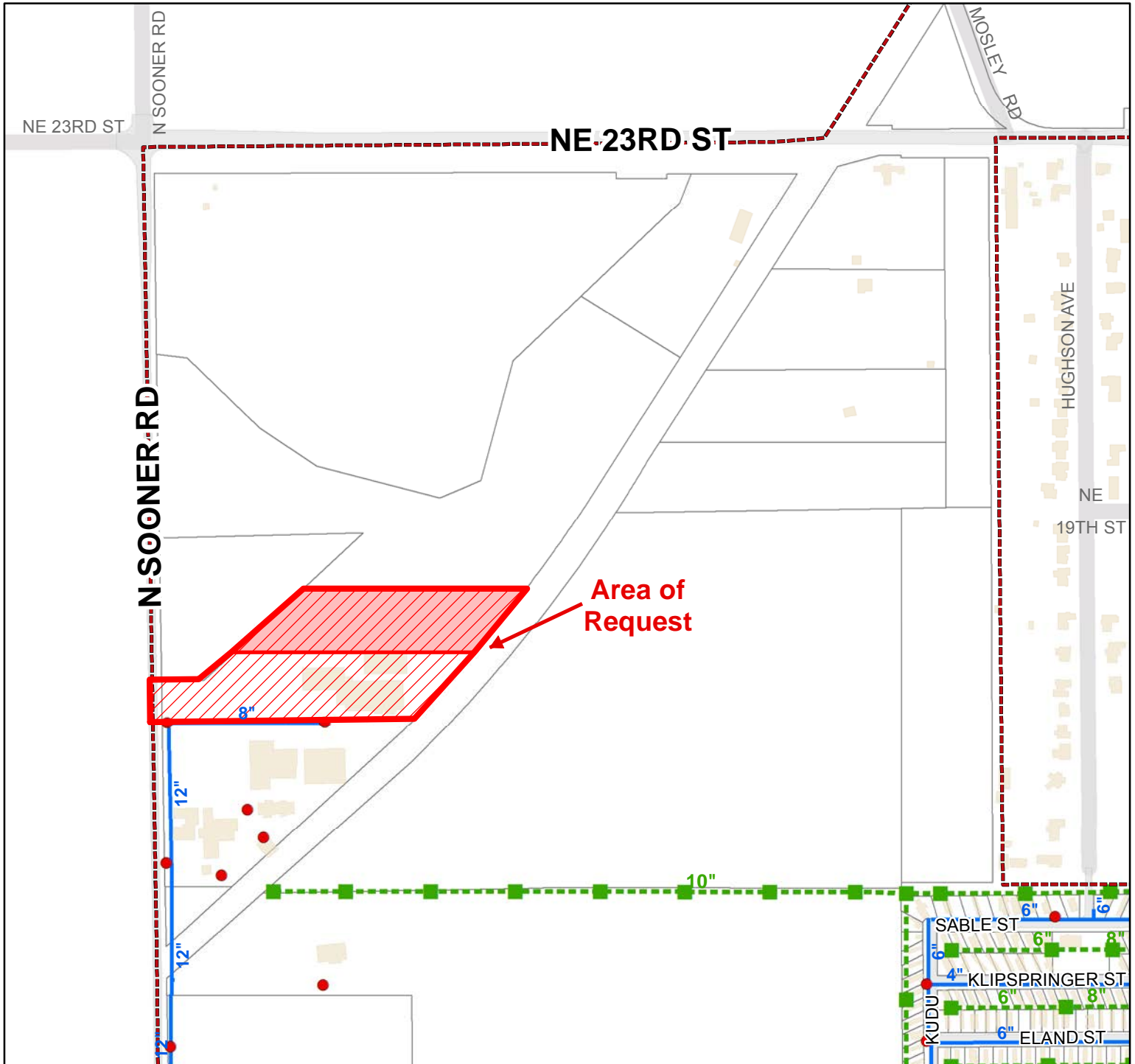
General Map Legend

-  PC-1907 Preliminary Plat
-  PC-1906 Rezoning Area
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

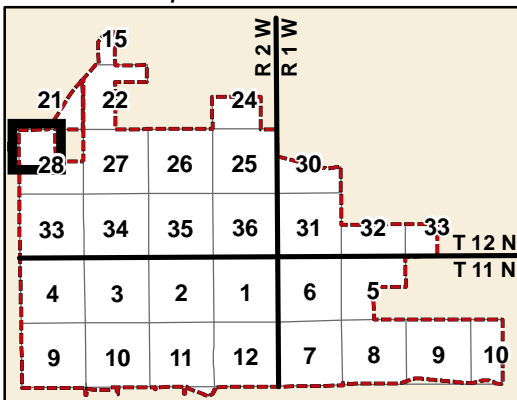
**GENERAL MAP FOR
PC-1906 and PC-1907
(NW/4, Sec. 28, T12N, R2W)**



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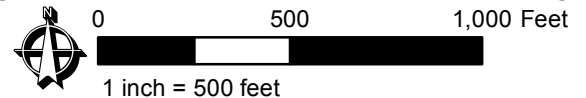
Locator Map



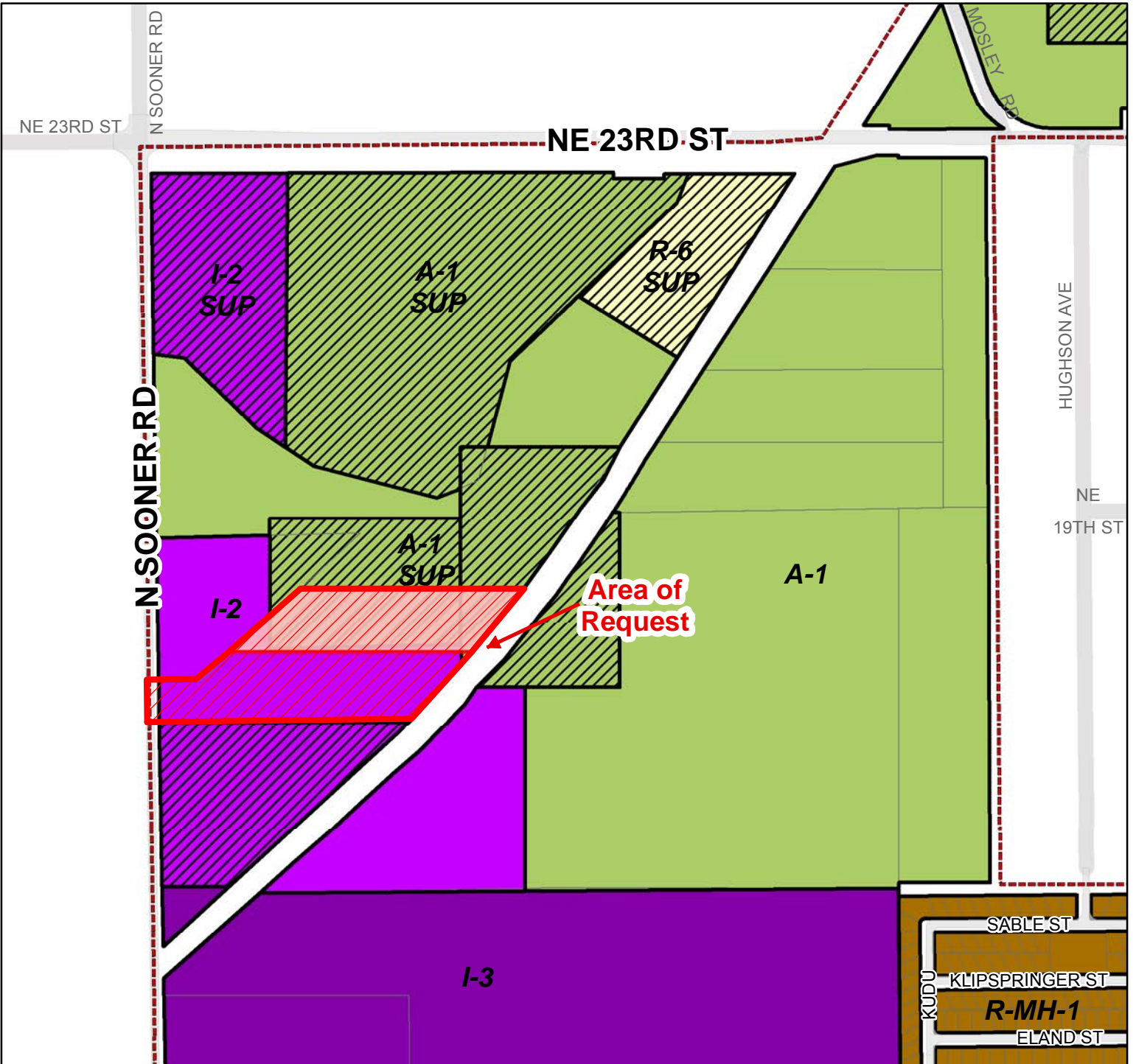
Water/Sewer Legend

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

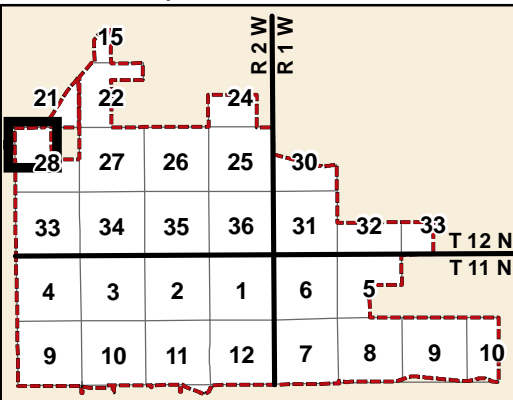
WATER/SEWER LINE LOCATION MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1906 and PC-1907 (NW/4, Sec. 28, T12N, R2W)



0 500 1,000 Feet



1 inch = 500 feet

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 27, 2017

Subject: Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Floyd Wicker. (Continued from June 13, 2017 Council meeting.)

The term of Floyd Wicker will expire on August 9, 2017.

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

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

Jim Smith – Ward 1 (expires 8-9-17)
Jess Huskey – Ward 2 (expires 3-24-19)
Dean Hinton – Ward 3 (expires 8-9-17)
Russell Smith – Ward 4 (expires 1-10-18)
Stan Greil – Ward 5 (expires 3-24-19)
Floyd Wicker – Ward 6 (expires 8-9-17)
Dee Collins – Mayor Appt. (expires 3-26-19)

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 27, 2017


SUBJECT: Discussion and consideration of passing and approving an ordinance amending chapter 40, Taxation, Article II, Sales Tax of the Midwest City Code, by taking Section 40-45 out of reserve and entitling it "Limited-Purpose Tax: Sales subject to tax seventy-five hundredths (0.75) of one percent" which shall provide for the levy of an additional earmarked seventy-five hundredths (0.75) of one percent excise tax to be expended only for the purposes and in the manner specified in the ordinance; establishing an effective date; providing for repealer, severability and codification; and declaring an emergency.

Please see the attached ordinance which would increase the City's sales tax rate by \$0.75 of one percent. The increase in sales tax would be divided in the following manner:

- Police Fund – 42.60%
- General Government Capital Outlay and Operations Funds – 28.52%
- Fire Fund – 28.88%

The Proposed increase will enable the Police Department to increase staffing by six (6) patrol officers over the next three years beginning in fiscal year 2018-19. The proposed increase will enable the Fire Department to increase staffing by three (3) firefighters in fiscal year 2019-20. The added revenues for all three funds will enable each to preserve the required minimum fund balances.

Action is at the Council's discretion.



J. Guy Henson, AICP
City Manager

1 provisions of this ordinance be put into full force and effect less than 30 days from the date of its
2 approval and passage by a majority of the registered voters of the City of Midwest City, voting in
3 the election at which this ordinance is submitted to said voters, any emergency is declared to ex-
ist by reason whereof this ordinance shall take effect and be in full force on _____.

4 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
on the 11th day of July, 2017.

5 THE CITY OF MIDWEST CITY, OKLAHOMA

6
7
8 _____
MATTHEW D. DUKES, II, Mayor

9 ATTEST:

10 _____
11 SARA HANCOCK, City Clerk

12 APPROVED as to form and legality this 11th day of July, 2017.

13
14 _____
15 PHILIP W. ANDERSON, City Attorney

16 **Section 5. Emergency:** The City Council declares this ordinance to be an emergency, it being
17 necessary for the immediate preservation of the peace, health and safety of the City, and it shall
become effective upon passage.

18 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of
19 Midwest City, Oklahoma, on the 11th day of July, 2017.

20
21 THE CITY OF MIDWEST CITY, OKLAHOMA

22 _____
23 MATTHEW D. DUKES, II, Mayor

24 ATTEST:

25 _____
26 SARA HANCOCK, City Clerk

27
28 APPROVED as to form and legality this _____ day of _____, 2017.

29
30 _____
31 PHILIP W. ANDERSON, City Attorney



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 27, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. _____ relating to the levy of an additional excise tax.

Please see the attached resolution which authorizes the calling and holding of a special election to vote upon the proposed ordinance which provides for a \$0.75 of one percent increase in sales tax.

Action is at the Council's discretion.

J. Guy Henson, AICP
City Manager

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ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney

I, the undersigned city clerk of the City of Midwest City, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of a resolution of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as part of the official records thereof.

City Clerk, City of Midwest City, Oklahoma

(Seal)



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

MEMORANDUM

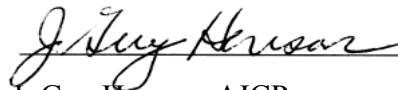
TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: June 27, 2017

SUBJECT: Discussion and consideration of issuing a proclamation calling for a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, October 10, 2017 for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma with the question for their approval or rejection of Ordinance No. _____ relating to the levy of an additional excise tax.

Please see the attached election proclamation. Action is at the Council's discretion.



J. Guy Henson, AICP
City Manager

1 **ELECTION PROCLAMATION**

2 Pursuant to Resolution No. 2017- , duly adopted by the governing body of the City of Midwest
3 City, Oklahoma, the undersigned mayor of the city hereby calls a special election to be held in
4 the city on the 10th day of October, 2017, for the purpose of submitting to all of the registered
5 qualified electors residing within the city the following proposition:

6 **PROPOSITION**

7 Shall Ordinance No. ____ be approved, amending the City Code of
8 Midwest City, Chapter 40, Taxation, Article II, Sales Tax, by tak-
9 ing Section 40-45 out of reserve and entitling it "Limited-purpose
10 tax; sales subject to tax - seventy-five hundredths (0.75) of one per-
11 cent," which provides for the levy of an additional earmark seven-
12 ty-five hundredths (0.75) of one percent excise tax to be expended
13 only in the following manner: (a) Forty-two and sixty one hun-
14 dredths percent (42.60%) or three thousand one hundred ninety-
15 five ten thousandths (.3195) of one percent of the additional excise
16 tax levied shall be deposited into the Police Department Fund; (b)
17 Twenty-eight and fifty-two one hundredths percent (28.52%) or
18 two thousand one hundred thirty-nine ten thousandths (.2139) of
19 one percent of the additional excise tax levied shall be deposited
20 into the General Government Capital Outlay and Operations Fund;
21 and (c) Twenty-eight and eighty-eight one hundredths percent
22 (28.88%) or two thousand one hundred sixty-six ten thousandths
23 (.2166) of one percent of the additional excise tax levied shall be
24 deposited into the Fire Department Fund, all as specified in such
25 ordinance?

26 The polling places for the special election shall be opened at 7:00 o'clock a.m. and shall remain
27 open until and be closed at 7:00 o'clock p.m. on that day.

28 All registered qualified electors residing within the corporate limits of said city shall be entitled
29 to vote on the foregoing proposition at the election.

30 DATED AND ISSUED this 11th day of July, 2017.

31 THE CITY OF MIDWEST CITY, OKLAHOMA

32 _____
33 MATTHEW D. DUKES, II, Mayor

34 ATTEST:

35 _____
36 SARA HANCOCK, City Clerk

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

38 _____
39 PHILIP W. ANDERSON, City Attorney

40 I, the undersigned city clerk of the City of Midwest City, Oklahoma, hereby certify that the fore-
41 going is a true, correct and complete copy of a proclamation of said city duly adopted by the gov-
42 erning body of said city at a meeting held on the date therein stated as the same appears in the
43 minutes of said meeting on file in my office as part of the official records thereof.

44 _____
45 City Clerk, City of Midwest City, Oklahoma

(Seal)



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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: J. Guy Henson, City Manager
DATE: June 27, 2017
SUBJECT: Discussion and consideration of potential capital projects to be included in a future general obligation bond issue.

The Capital Projects Council Committee will be meeting on Friday, June 23, 2017 to review potential projects. The Committee's recommendations will be forwarded for Council discussion and consideration under separate cover after the Committee meeting.

J. GUY HENSON, AICP
City Manager



FURTHER INFORMATION





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

Billy Harless, Community Development Director
Charles Belk, Building Official

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code and Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-39, by taking Section 9-39 out of reserve and titling it Existing Structures Code providing for repealer and severability.

This proposed ordinance adopts for the first time the 2015 International Existing Structures Code. By adopting this code, it will be a tremendous asset to staff when reviewing and determining the extent of compliance of existing structures to adopted codes.

The Oklahoma Uniform Building Code Commission has adopted this code as the minimum standard for existing commercial and residential buildings in the state of Oklahoma.

The Builders Advisory Board has no objections to the adoption of these codes.

These codes are available for your review in the Building Officials office.

Billy Harless
Community Development Director

Attachment

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-39, TAKING SECTION 9-39 OUT OF RESERVE AND TITLING IT "EXISTING STRUCTURES CODE" WHICH SHALL READ AS SPECIFIED IN THIS ORDINANCE; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-39, Building Code, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, recommended by the International Code Council, Inc., being described particularly as the 2015 edition of the International Existing Structures Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-39, TAKING SECTION 9-39 OUT OF RESERVE AND TITLING IT "EXISTING STRUCTURES CODE" WHICH SHALL READ AS SPECIFIED IN THIS ORDINANCE; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR REPEALER AND SEVERABILITY.

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There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, recommended by the International Code Council, Inc., being described particularly as the 2015 edition of the International Existing Structures Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY



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

Billy Harless, Community Development Director
Charles Belk, Building Official

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: Discussion and consideration of: 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article V, Section 9-201, International Mechanical Code and International Fuel Gas Code; and 2) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VI, Section 9-301, International Plumbing Code providing for repealer and severability.

These proposed ordinances discontinue the use of the 2009 International Mechanical, 2009 International Fuel Gas Code and the 2009 International Plumbing Code and, in its place, adopts the use of the 2015 edition of the International Mechanical Code, 2015 International Fuel Gas Code and the 2015 International Plumbing Code.

The Oklahoma Uniform Building Code Commission has adopted these codes as the minimum standards for mechanical, plumbing and fuel gas installations in the state of Oklahoma.

The Plumbing, Gas and Mechanical Advisory Board have no objections to the adoption of the new codes.

These codes are available for your review in the Building Officials office.

Billy Harless
Community Development Director

Attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE V, SECTION 9-201, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article V, Section 9-201, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Mechanical Code and International Fuel Gas Code, recommended by the International Code Council, being described particularly as the ~~2009 edition of the International Mechanical Code and International Fuel Gas Code~~ 2015 edition of the International Mechanical Code and International Fuel Gas Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE V, SECTION 9-201, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article V, Section 9-201, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Mechanical Code and International Fuel Gas Code, recommended by the International Code Council, being described particularly as the 2015 edition of the International Mechanical Code and International Fuel Gas Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE VI, SECTION 9-301, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VI, Section 9-301, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Plumbing Code, recommended by the International Code Council, being described particularly as the ~~2009 edition of the International Plumbing Code~~ 2015 edition of the International Plumbing Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE VI, SECTION 9-301, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VI, Section 9-301, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Plumbing Code, recommended by the International Code Council, being described particularly as the 2015 edition of the International Plumbing Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY



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

Billy Harless, Community Development Director
Charles Belk, Building Official

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: Discussion and consideration of 1) an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, International Building Code and 2) an ordinance amending Chapter 9, Building and Building Regulations, of the Midwest City Code, Article III, Section 9-35, International Residential Building Code providing for repealer and severability.

This proposed ordinance discontinues the use of the 2009 International Building Code and the 2009 International Residential Building Code and in its place adopts the use of the 2015 edition of the International Building Code and the 2015 International Residential Building Code.

The Oklahoma Uniform Building Code Commission has adopted these codes as the minimum standards for commercial and residential building in the state of Oklahoma.

The Builders Advisory Board has no objections to the adoption of these codes.

These codes are available for your review in the Building Officials office.

Billy Harless
Community Development Director

Attachment

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-35, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-35, Code Adopted, deleting Section R 322.1.9 Manufactured Homes, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Residential Code, recommended by the International Code Council, Inc., being described particularly as the ~~2009 edition of the International Residential Code~~ 2015 edition of the International Residential Code, deleting Section R 322.1.9 Manufactured Homes, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-35, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-35, Code Adopted, deleting Section R 322.1.9 Manufactured Homes, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Residential Code, recommended by the International Code Council, Inc., being described particularly as the 2015 edition of the International Residential Code, deleting Section R 322.1.9 Manufactured Homes, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-31, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, recommended by the International Code Council, Inc., being described particularly as the ~~2009 edition of the International Building Code~~ 2015 edition of the International Building Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, ARTICLE III, SECTION 9-31, CODE ADOPTED; PROVIDING FOR REPEALER AND SEVERABILITY.

ORDINANCE

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

SECTION 1. That Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-31, Code Adopted, is hereby amended and shall read as follows:

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, recommended by the International Code Council, Inc., being described particularly as the 2015 edition of the International Building Code, save and except such portions as are now or may be hereinafter deleted, modified or amended. Not less than one (1) copy is declared the office file copy by the city clerk of this city and said copy is available at city hall for public review. The same is hereby adopted and incorporated as fully as if set forth at length herein, and the provisions thereof shall be controlling in the construction of all building and other subjects therein contained within the corporate limits of the city.

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

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

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

CITY OF MIDWEST CITY, OKLAHOMA

MAYOR

ATTEST:

CITY CLERK

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

CITY ATTORNEY



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

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

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: June 27, 2017

Subject: Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article III, Section 9-41, and Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Section 9-41 out of reserve and titling it “Roofing Registration Code” and providing for repealer and severability.

This proposed ordinance adopts for the first time, requirements for individuals and firms who desire to perform roofing construction in the City of Midwest City to be registered with the City. The contractors would be required to meet all state requirements prior to obtaining a Midwest City registration and they would also be required a permit. A permit will be required for roofing construction on all existing structures. An exception allows the owner of a residential structure who lives in that structure to re-roof their house without meeting the registration requirements.

Billy Harless, AICP
Community Development Director

CB

ORDINANCE NO. _____

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

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

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

Section 9-41. Roofing Contractors

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

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

Section 9-41.1 Construction requirements.

- (a) The City of Midwest City adopted the 2009 International Residential Code on 6/10/08, Ordinance No.3058.
- (b) Roof coverings shall be installed as per Section R 905 as written in this section (including manufacturer's installation instructions).
- (c) Roof sheathing shall comply with Section R 803 for lumber sheathing and wood structural panel sheathing.
- (d) Reroof shall comply with Section 907.
- (e) Section 907.2 Structural and construction loads, states the structural roof components shall be capable of supporting the roof covering system and the material and equipment loads that will be encountered during installation of the roof covering system. Roof decking that sags from the weight of the present roof covering is not capable of meeting the requirements of Section 907.2 and must be replaced with material that will comply with Section 907.2 of the 2009 IRC as adopted by the City of Midwest City.
- (f) A solid sheathed roof, whether lumber sheathing or structural panel sheathing, is one that is structurally sound, free of damage and meets the gap requirements of manufacturers installation instructions

Section 9-41.2 Fees.

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

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

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

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

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

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

THE CITY OF MIDWEST CITY,
OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



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

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: June 27, 2016

Subject: (PC-1908) **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

Dates of Hearing: Planning Commission – June 6, 2017
City Council – June 27, 2017

The current ordinance requires group residential and group care facilities to apply for a Special Use Permit each time there is a change of ownership. This ordinance was updated in June of 2015 and it was not the intent of the ordinance to require a new Special Use Permit each time a nursing home/assisted living center (group care facility) changed ownership as this occurs fairly frequently. This amendment will still require a Special Use Permit for all new group residential or group care facilities and existing facilities when operations have ceased for a period of more than twelve (12) consecutive months.

The Planning Commission recommended approval of this item.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, as follows:

5.9.1. Group Residential and Group Care Facilities.

“Prior to the establishment of a new private or quasi-public facility as defined by 4.2.8. Group Residential or 4.3.14. Group Care Facility or when operations have ceased at existing private or quasi-public or group care facilities for more than twelve (12) consecutive months, in any residential district an application shall be filed with the City.

(A) Application requirements. Such application shall include:

- (1) Legal description of the property and the street address or approximate location of the facility;
- (2) Names and addresses of all those persons or organizations intending to sponsor or operate such facility;
- (3) The maximum number of staff and residents at the facility;
- (4) The location of any other group care facility operated by the applicant; and
- (5) Copy of approved license by the State Department of Health, if applicable.

(B) Notice requirements. Notice and hearing requirements shall conform to the procedure in Section 2.2 of this Zoning Code and, upon submission of the proper permit application, shall be conducted as follows. The City shall send written notice to all real property owners within three hundred (300) feet of the exterior boundary of the property on which the facility is to be located. The notice shall contain:

- (1) Legal description of the property and the street address or approximate location of the facility;
- (2) The date and time when the matter will be presented to the Planning Commission and City Council for hearing.

(C) The City Council determination shall take into consideration the recommendations of the Planning Commission. The City Council shall consider the Special Use Permit based upon the following criteria:

- (1) The recommendation of the Planning Commission and matters presented before the Planning Commission at the hearing on the

application;

- (2) Whether the facility is physically suitable for the residential area;
- (3) Whether the facility will meet the zoning ordinances of the area;
- (4) Whether the establishment of such facility in the residential area would be within good zoning practices.

(D) Separation requirement. Except as allowed in 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District, no private or quasi-public facility shall be located nearer than one thousand two hundred (1,200) feet to another facility or similar community residential facilities serving persons in drug, alcohol, juvenile, child, parole, and other programs of treatment, care, supervision or rehabilitation in a community setting.

(E) Notification fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be ~~September 1, 2015~~, August 1, 2017 for any and all newly constructed and/or existing Group Residential or Group Care Facilities, with requirement of permit application and approval extending to existing Group Care Facilities or Group Residential facilities that have been out of operation for a period of twelve (12) or more consecutive months ~~owners~~ who have not obtained Special Use Permits to obtain such at the end of any existing leases or rental agreements, upon sale or transfer of title or by ~~August 31, 2016~~ July 31, 2017, which ever may occur first.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5.9, APPLICATION FOR ESTABLISHMENT OF PRIVATE OR QUASI-PRIVATE FACILITY, SECTION 5.9.1, GROUP RESIDENTIAL AND GROUP CARE FACILITIES; AND PROVIDING FOR REPEALER AND SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.9, Application for Establishment of Private or Quasi-Private Facility, as follows:

5.9.1. Group Residential and Group Care Facilities.

“Prior to the establishment of a new private or quasi-public facility as defined by 4.2.8. Group Residential or 4.3.14. Group Care Facility or when operations have ceased at existing private or quasi-public or group care facilities for more than twelve (12) consecutive months, in any residential district an application shall be filed with the City.

A. Application requirements. Such application shall include:

1. Legal description of the property and the street address or approximate location of the facility;
2. Names and addresses of all those persons or organizations intending to sponsor or operate such facility;
3. The maximum number of staff and residents at the facility;
4. The location of any other group care facility operated by the applicant; and
5. Copy of approved license by the State Department of Health, if applicable.

B. Notice requirements. Notice and hearing requirements shall conform to the procedure in Section 2.2 of this Zoning Code and, upon submission of the proper permit application, shall be conducted as follows. The City shall send written notice to all real property owners within three hundred (300) feet of the exterior boundary of the property on which the facility is to be located. The notice shall contain:

1. Legal description of the property and the street address or approximate location of the facility;
2. The date and time when the matter will be presented to the Planning Commission and City Council for hearing.

C. The City Council determination shall take into consideration the recommendations of the Planning Commission. The City Council shall consider the Special Use Permit based upon the following criteria:

1. The recommendation of the Planning Commission and matters presented before the Planning Commission at the hearing on the application;
2. Whether the facility is physically suitable for the residential area;
3. Whether the facility will meet the zoning ordinances of the area;
4. Whether the establishment of such facility in the residential area would be within good zoning practices.

D. Separation requirement. Except as allowed in 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District, no private or quasi-public facility shall be located nearer than one thousand two hundred (1,200) feet to another facility or similar community residential facilities serving persons in drug, alcohol, juvenile, child, parole, and other programs of treatment, care, supervision or rehabilitation in a community setting.

E. Notification fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. EFFECTIVE DATE. The effective date of this ordinance shall be, August 1, 2017 for any and all newly constructed and/or existing Group Residential or Group Care Facilities, with requirement of permit application and approval extending to existing Group Care Facilities or Group Residential facilities that have been out of operation for a period of twelve (12) or more consecutive months who have not obtained Special Use Permits to obtain such at the end of any existing leases or rental agreements, upon sale or transfer of title or by July 31, 2017, which ever may occur first.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

June 6, 2017 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on June 6, 2017 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil, Vice-Chairman
Russell Smith
Jim Smith

Commissioners absent: Dean Hinton

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

The meeting was called to order by Vice-Chairman Greil at 7:01 p.m.

Vice-Chairman Greil dedicated the meeting to Chairman Floyd Wicker who passed away on June 1, 2017. Vice-Chairman Greil stated that the Commission would vote for a new Chairman and Vice-Chairman at the next meeting as well as appoint Commissioners to the various Boards that Mr. Wicker served on.

A. MINUTES:

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

B. NEW MATTERS:

1. **(PC 1906) Public hearing with discussion and consideration of an ordinance to redistrict from A-1, Agriculture with a Special Use Permit to I-2, Moderate Industrial, for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W.**

Staff members presented a brief overview of this item. The applicant, Scott Currie of 1900 N. Sooner Rd was present. There was general discussion about this item. A motion was made by R. Smith,

seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith and Greil. Nay: None. Motion carried.

2 (PC-1907) Public hearing with discussion and consideration of the Preliminary Plat for the property described as a part of NW/4 of Section 28, T-12-N, R-2-W.

Staff members presented a brief overview of this item. The applicant, Scott Currie of 1900 N. Sooner Rd was present. There was general discussion about this item. The applicant asked about the requirement to tie-on to City sewer. P. Menefee explained that the applicant petitioned the railroad to allow the applicant to extend sewer under the railroad to the area of request and that the petition was denied. P. Menefee stated he would work with the applicant moving forward with regard to sewer access. A motion was made by R. Smith, seconded by J. Smith, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith and Greil. Nay: None. Motion carried.

3 Presentation by Shane Hampton of the Institute for Quality Communities regarding the node and linkage study performed for the Original Mile.

Shane Hampton gave a brief presentation regarding the study that was performed and answered questions from the Commissioners. There was general discussion. No action was necessary.

4 (PC-1908) Public hearing with discussion of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code: by amending Section 5.9, Application for establishment of private or quasi-private facility, Section 5.9.1 Group residential and group care facilities; and providing for repealer and severability and establishing an effective date.

Staff members presented a brief overview of this item. There was general discussion. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, J. Smith and Greil. Nay: None. Motion carried.

C. COMMISSION DISCUSSION: Vice-Chairman Greil noted that the July Planning Commission meeting will be held on Wednesday, July 5, 2017 due to the 4th of July holiday.

D. PUBLIC DISCUSSION: None.

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

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

The meeting adjourned at 8:01 p.m.

Stan Greil, Vice-Chairman
(KG)



NEW BUSINESS/
PUBLIC DISCUSSION





CONSENT AGENDA





MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

June 27, 2017 - 7:01 PM

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

If special assistance is needed during a meeting, call 739-1388.

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 13, 2017, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, expenses/General Government (14) \$5,000. (Finance - C. Barron)
 3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2017. (City Manager - T. Lyon).
 4. Discussion and consideration of renewing contracts, without modification, for FY 2017-18 for liquid chlorine, granular activated carbon, sodium chlorite solution, biosolids drying/thickening polymer, new and refurbished front load refuse containers Public Works Administration and Charles Johnson commercial cleaning service. (Public Works - R. Paul Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.

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

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

June 13, 2017 – 6:00 p.m.

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

Chairman Matt Dukes called the meeting to order at 6:41 p.m. 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 June 13, 2017. Staff briefed the trustees on various items on the agenda, and the trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:43 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

MINUTES OF THE REGULAR MIDWEST CITY MUNICIPAL AUTHORITY MEETING

June 13, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:12 p.m. 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 the Consent Agenda, as submitted, seconded by Byrne.

1. Discussion and consideration of approving the minutes of the May 3, 2017 and May 22, 2017 Special Municipal Authority meetings, as submitted.
2. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of May 23, 2017, as submitted.
3. Discussion and consideration of purchasing from Stolz Telecom LLC, the necessary radio communication equipment for twelve (12) booster station wells in the amount of \$37,805.00 under the provisions of the Oklahoma Central Purchasing contract.
4. Discussion and consideration of declaring 43-08-03, one 1986 Ag Chem AG GATOR 2004 Liquid Spreader from the Wastewater Department and 42-02-15, one 1996 Chevrolet S-10 VJN I GCCS14X3V8187165 from the Water Department, and 41-02- 02, one 1989 Chevrolet 1500 VIN 1GCDC14H9KE189140 from the Sanitation Department, surplus property and authorizing their disposal by sealed bid or auction.

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

Discussion Item.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2017-2018 in the amount of \$45,580,478.** Eads made a motion to adopt Resolution 2017-01, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

Adjournment. Chairman Dukes adjourned the meeting at 8:14 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

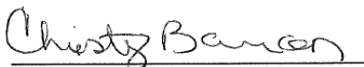
TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: June 27, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, expenses/General Government (14) \$5,000.

The supplement is needed to increase budget in General Government Department in Utilities Capital Outlay Fund to meet estimated expenses for department to end of fiscal year.



Christy Barron
Finance Director

SUPPLEMENTS

June 27, 2017

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

Explanation:
 Increase budget in General Government Department to meet estimated expenses for department to end of fiscal year. Funding to come from fund balance.



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: June 27, 2017

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2017.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2016-2017	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	
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	
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	
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	
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	
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	
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	

Key Indicators												
Hotel Room Revenue	268,993	216,282	265,640	252,315	256,155	116,079	147,556	219,474	280,651	257,385	293,260	
Food and Banquet Revenue	105,613	220,229	183,624	266,797	175,240	184,013	123,798	181,911	198,025	202,501	159,283	

Fiscal Year 2015-2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553	502,540	417,056
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	366,136
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	6,100,564
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	5,363,319
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	483,163
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	443,108
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	6,130,953
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	5,771,593
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	(66,107)
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	(76,972)
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	(30,389)
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	(408,274)



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

MEMO

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: R. Paul Streets, Assistant Public Works Director

DATE: June 27, 2017

SUBJECT: Discussion and consideration of renewing contracts, without modification, for FY 2017-18 for liquid chlorine, granular activated carbon, sodium chlorite solution, biosolids drying/thickening polymer, new and refurbished front load refuse containers Public Works Administration and Charles Johnson commercial cleaning service.

Brenntag Southwest, Inc. has agreed to renew the liquid chlorine contract without modification for FY 2017-18. In FY 2016-17 approximately \$37,890.68 was encumbered with Brenntag Southwest, Inc. by water departments for liquid chlorine contract.

Cabot Norit Americas Inc. has agreed to renew the granular activated carbon contract without modification for FY 2017-18. In FY 2016-17 approximately \$335,792.00 was encumbered with Cabot Norit Americas Inc. for granular activated carbon.

Evoqua Water Technologies, LLC has agreed to renew the sodium chlorite solution contract without modification for FY 2017-18. In FY 2016-17 approximately \$43,268.40 was encumbered with Evoqua Water Technologies, LLC for sodium chlorite solution.

Fort Bend Services, Inc. has agreed to renew the biosolids drying/thickening polymer contract without modification for FY 2017-18. In FY 2016-17 approximately \$40,671.08 was encumbered with Fort Bend Services, Inc. for biosolids drying/thickening polymer.

Roll Offs USA has agreed to renew the new front load refuse containers contract without modification for FY 2017-18. In FY 2016-17 approximately \$85,216.00 was encumbered with Roll Offs USA for new front load refuse containers.

MCS Heartland LLC has agreed to renew the refurbished front load refuse containers contract without modification for FY 2017-18. In FY 2016-17 approximately \$12,523.84 was encumbered with MCS Heartland LLC for refurbished frontload refuse containers.

Jan-Pro Commercial Cleaning of OKC has agreed to renew the commercial cleaning service for Public Works Administration and Charles Johnson for FY 2017-18.

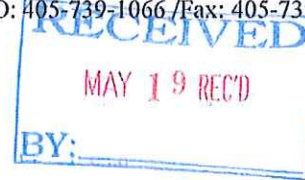
Staff recommends approval.

R Paul Streets

R. Paul Streets
Assistant Public Works Director



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 / Fax: 405-739-1090



May 16, 2017

Brenntag Southwest, Inc.
Mr. Jim DeLuzier
Route 2 Box 352-200
Nowata, OK 74048

“Liquid Chlorine”

Our records indicate the contract price is: \$ 569.80 per ton and \$ 79.50 per 150lb. cylinders.

Dear Mr. DeLuzier:

It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

 X Yes, we agree to continue the present contract without modification.

 No, we are not able to continue the present contract without modification.

Sign: Jim DeLuzier Title: Branch Manager Date: 5/22/2017



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Cabot Norit Americas Inc.
Attn: Ms. Nikki Vineyard
P.O. Box 790
Marshall, TX 75671

“Granular Activated Carbon”

Our records indicate contracted price at \$38.48 per cubic feet for 9,600 cubic feet, at the total net cost of \$369,408.00 for Granular Activated Carbon.

Dear Ms. Vineyard:

It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Nikki Vineyard Title: Inside Sales Date: 6/8/17



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Evoqua Water Technologies, LLC
Attn: Jennifer R Miller
2650 Tallevast Road
Sarasota, FL 34243

“Sodium Chlorite Solution”

Our records indicate the contract Total Net Price of \$21,634.20 per load of 42,840 pounds, unit price is: \$ 0.5050 per pound.

Dear Mrs. Miller:

It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Title: V.P. & G.M. – Municipal Services Date: 05/31/2017



Public Works Administration
 Vaughn Sullivan, Director
vsullivan@midwestcityok.org
 R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
 8730 S.E. 15th Street,
 Midwest City, Oklahoma 73110
 O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Fort Bend Services, Inc.
 Mr. David James
~~Polymer Sales Manager~~ **VICE PRESIDENT OF SALES**
 P.O. Box 1688
 Stafford, TX 77497-1688

“Biosolids Drying/Thickening Polymer”

Dear Mr. James:

It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
 Assistant Public Works Director

 X Yes, we agree to continue the present contract without modification.
 No, we are not able to continue the present contract without modification.

Sign: Title: Vice President of Sales Date: May 22, 2017



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Roll Offs USA
Mr. Kendell Phillips
P.O. Box 727
Durant, OK 74702

“Four, Six & Eight Yard New Front Load Refuse Containers”

Dear Mr. Phillips:

It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Title: Director Date: 5/24/17



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

MCS Heartland LLC
Mr. Robert M. Deily
Vice President
P.O. Box 331
Piedmont, OK 73078

“Refurbished Front Load Refuse Containers”

Dear Mr. Deily:

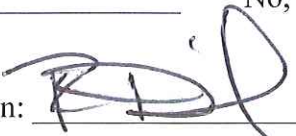
It is time to renew the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Assistant Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign:  Title: VP Date: 5/20/17



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Jan-Pro Commercial Cleaning of OKC
Ms. Toni S. Cox
4300 Charter Avenue
Oklahoma City, OK 73108

“Commercial Cleaning Service for Public Work Administration”

Our records indicate the contract Total Net Price of \$250.00 per month at 2 days a week. The frequency of twice a week once on Sunday and once on Wednesday after 5 p.m., in accordance with the cleaning specifications per your commercial cleaning proposal submitted on January 21, 2015.

Dear Mrs. Cox:

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

TC

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Tony Craig Title: PRESIDENT Date: 5-19-17
Tony CRAIG



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1066 /Fax: 405-739-1090

May 16, 2017

Jan-Pro Commercial Cleaning of OKC
Ms. Heather Stacy
4300 Charter Avenue
Oklahoma City, OK 73108

“Commercial Cleaning Service for Charles J. Johnson Building” /

Our records indicate the contract Total Net Price of \$1,080.00 per month for weekly cleaning services for the Charles J. Johnson building for the 2017-18 fiscal year.

Dear Ms. Stacy:

It is time to re-new the city of Midwest City’s contracts for FY 2017/18. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Vaughn K. Sullivan
Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Sign: Ken Miller Title: Director of Operations Date: 06/16/2017



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 27, 2017 - 7:02 PM

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

If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

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

1. Discussion and consideration of approving the minutes of the June 13, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2017-18. (Hospital Authority - G. Henson)
3. Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2017 through December 31, 2017. (City Manager – G. Henson)
4. Discussion and consideration of approving a request for a three month extension of Hospital Authority grant funds awarded to Community Development in FY 2015-16 for the preparation of an Innovation District Plan. (Community Development - B. Harless)
5. Discussion and consideration of approving a request for a three month extension of Hospital Authority grant funds awarded to the Mid-Del Food Pantry in FY 2015-16 for the purpose of building a secure storage area for non-food items used in the operation of the pantry. (City Manager - G. Henson)
6. Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2016-17. (City Manager- G. Henson)

C. DISCUSSION ITEM.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

June 13, 2017 – 6:00 p.m.

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

Chairman Matt Dukes called the meeting to order at 6:43 p.m. 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 June 13, 2017. The Trustees had no questions or comments for the staff.

Chairman Dukes closed the meeting at 6:43 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

June 13, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Dukes called the meeting to order at 8:14 p.m. 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 the consent agenda, as submitted, seconded by Allen.

1. **Discussion and consideration of approving the minutes of the May 3, 2017, May 22, 2017, and the June 1, 2017 Special Hospital Authority meetings, as submitted.**
2. **Discussion and consideration of approving the minutes of the May 23, 2017 staff briefing and regular meeting, as submitted.**

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

Discussion Items.

1. **Public hearing with discussion and consideration of adopting a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2017- 2018 in the amount of \$3,738,392 for the Discretionary, \$1,544,152 for the Compounded Principal, \$58,440 for the Hospital Expansion-Loan Reserve and \$2,944,362 for the In Lieu of/ROR /Miscellaneous divisions.** Dawkins made a motion to adopt Resolution 2017-02, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **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 was taken.

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

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 8:15 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

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

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 27, 2017

SUBJECT: Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2017-18.

Staff recommends approval.

J. Guy Henson
General Manager/Administrator

Attachment

LEASE AGREEMENT

This Lease is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust ("Lessor"), and Independent School District No. 52 of Oklahoma County, Oklahoma ("Lessee").

WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

Christie Heights Subdivision Block: 000 Lot: 021, Midwest City, Oklahoma County,
Oklahoma, with a street address of 1730 Center Drive.

including the 7,752 square foot building and appurtenant parking lot, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as an educational facility. Lessee taking possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties prior to entry.

1. Term of Lease. The term of this Lease shall be for one year beginning on July 1, 2017. Lessee may request to renew this Lease for one additional one-year term provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not it intends to renew this Lease.
2. Rent. Rent shall commence on July 1, 2017. The annual rent that Lessee shall pay to Lessor for the term of this Lease shall be the sum of sixty-two thousand, sixteen and 00/100 dollars (\$62,016.00) payable to Lessor in equal monthly installments of five thousand, one hundred, sixty-eight and 00/100 dollars (\$5,168.00) in advance on the first day of each calendar month throughout the term.
3. Security Deposit. Lessee previously deposited with Lessor the sum of \$5,168.00 as a security deposit (the "Security Deposit"). Such Security Deposit will be held by Lessor throughout the Lease Term, without liability for interest, as security for the performance by Lessee of all Lessee's obligations under this Lease. Lessor may, from time to time, without prejudice to any other remedy, use any portion of the Security Deposit to satisfy any obligation of Lessee under this Lease. Following any such application, Lessee will pay to Lessor, on demand, the amount so applied and restore the Security Deposit to its original amount. The Security Deposit is not an advance payment of Rent or a measure of Lessor's damages for any default by Lessee. If Lessee is not in default at the end of the Lease Term, the balance of the Security Deposit remaining after any such application will be returned by Lessor to Lessee. If Lessor transfers Lessor's interest in the Leased Premises during the Lease Term, Lessor may assign the Security Deposit to Lessor's transferee and thereafter Lessor will have no further liability with respect to such Security Deposit.
4. Parking lot. Lessor agrees to furnish as a part of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.

5. Utilities. During the term of this Lease, Lessee shall be responsible for arranging and paying for all utility services required or appropriate at the Leased Premises.
6. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 7,752 square foot building that is a part of the Leased Premises including, but not limited to, the foundation, walls, roof, sewer and water service lines, sidewalks and exterior painting, landscaping and exterior sprinkler system, and all plumbing, electrical and gas installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of all plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.
7. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at its own expense on a quarterly basis, proof of which it shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.
8. Improvements; fixtures. During the term, Lessee will not make or allow to be made any alterations, additions, or improvements to or of the Leased Premises or any part of the Leased Premises, or attach any fixtures or equipment to the Leased Premises, without first obtaining Lessor's written consent in each instance. All such alterations, additions, or improvements consented to by Lessor, and capital improvements that are required to be made to the Leased Premises, as a result of the nature of Lessee's use of the Leased Premises will be performed by contractors approved by Lessor and subject to conditions specified by Lessor (which may include requiring the posting of a mechanic's or materialmen's lien bond). All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.
9. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as an educational facility. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold

Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

10. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged portion of the Leased Premises in as good condition as prior to such casualty in which case this Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.
11. Indemnity; insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, its employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises in accordance with the Governmental Tort Claims Act limits of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence; \$125,000 to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence; \$1,000,000 for any number of claims arising out of a single occurrence or accident, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.
12. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.
13. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: City Clerk

or to Lessee at:
1730 Center Drive
Midwest City, Oklahoma 73110-2809

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

14. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default.

Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

15. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease.

MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY,
a public trust ("Lessor")

MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, Secretary

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

PHILIP ANDERSON, Authority Counsel

INDEPENDENT SCHOOL DISTRICT NO. 52
OF OKLAHOMA COUNTY, OKLAHOMA
("Lessee")

JIMMIE NOLEN, President



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Susan Eads
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Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 27, 2017

SUBJECT: Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2017 through December 31, 2017 (City Manager – G. Henson)

The following six-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2017 through December 31, 2017. Form and content has not changed from the prior agreement.

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

J. Guy Henson
General Manager/Administrator



CAPITOL DECISIONS INC
LEADING THE WAY TO SUCCESS

Capitol Decisions, Inc. Activity Report on behalf of the Midwest City Memorial Hospital Authority June 2017

Capitol Decisions, Inc. (CDI) continues work on behalf of Midwest City in three important areas: funding for the Section 219 Water System Booster Pump Station and Storage Reconstruction Project, the rehabilitation of Interstate 40 East in Eastern Oklahoma County, and the Assistance for Firefighter's (AFG) FEMA grant application.

Our firm was successful in obtaining a \$2 million authorization in the 2007 Water Resources Development Act for water related infrastructure for the City. Since that time, we have engaged Senator Jim Inhofe, Chairman of the Senate Environment and Public Works Committee, to write to the Chief of Engineers, U.S. Army Corps of Engineers, on three occasions to have pump station funding included in the Corps' Fiscal Year 2017 Work Plan. While we were unsuccessful in the latest Corps submittal, we had the support of the Tulsa District Corps of Engineers. The project was eventually sent to Headquarters in Washington, D.C. for final review, but was not included. There were no Oklahoma projects in the FY17 Work Plan.

It is important to note that Senator Inhofe talked personally to the Chief of the Corps of Engineers in support of this project, which will now be eligible for consideration for the FY18 Corps Work Plan. For the FY19 appropriations process, Senator Inhofe has written to the Senate Appropriations Committee requesting funding for Corps of Engineers environmental infrastructure monies as well as make eligible "new starts" for consideration.

The rehabilitation of I-40 is critical to the further economic wellbeing of Eastern Oklahoma County. As you know, the Oklahoma Department of Transportation (ODOT), submitted the I-40 project under the FASTLANE grant program to the U.S. Department of Transportation late last year. With the advent of a new Administration, there is need to review the program and the substance of the submittals. We anticipate the first tranche of grant awards to be announced soon. With the passage of the FY17 omnibus appropriations package in early May, sufficient funding is available for these awards.

The City has also applied for FY16 funds for an Assistance for Firefighters (AFG) FEMA grant to assist the Midwest City Fire Department. The Midwest City Fire Department seeks \$431,931 in federal funds for personal protective equipment as well as an additional \$50,000 to replace the current self-contained breathing apparatus (SCBA) air compressor.

In support of this request, we solicited Congressman Tom Cole as well as Senators Inhofe and Lankford's offices to send letters in support of the application. The FY17 omnibus appropriations bill contained full funding for the AFG grant program, and a new application

cycle could begin as early as late August, should the MWC Fire Department not be awarded FY16 funds.

We appreciate the continued confidence you place in us, and look forward to working with you. It has been a productive first six months, but much remains to be accomplished.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J.R. Reskovic". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J.R. Reskovic
Principal, Capitol Decisions, Inc.

CONSULTANT AGREEMENT

This agreement is executed this 27th day of June, 2017, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of them, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement. It is understood that Capitol Decisions, Inc. may have to register

under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. J. Guy Henson, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. (a) For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$50,000.00 payable in six monthly installments of \$8,333.33 each, which shall be due prior to the first of each month for the term of this Agreement.

(b) The Authority will pay \$20,000, to be payable in two quarterly installments of \$10,000 each for the term of this Agreement to cover normal operating costs (principally for long distance telephone and other communications, postage, reproduction and other expenses) that shall be incurred during the term of this Agreement.

(c) The Authority shall reimburse the Consultant for all long distance travel or other extraordinary expenses above normal operating costs. These expenses will be approved in advance by the Authority.
10. The term of this Agreement shall commence on July 1, 2017 and shall continue in effect until December 31, 2017 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional six month period under the same terms and conditions by agreement of both parties. And furthermore, this Agreement shall be automatically extended unless notice of termination is provided by either party.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
101 Constitution Avenue, N.W., Suite 675 East
Washington, D.C. 20001

(Seal)
ATTEST:

By:



Mary E. Corbutt

Stewart Van Scoyoc

Stewart Van Scoyoc, President

MARY E. CORBUTT
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2017

"AUTHORITY"
Midwest City Memorial Hospital Authority,
a public trust
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

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

City Attorney

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a weekly dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide quarterly written reports and personal briefings during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



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

To: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

From: Billy Harless, Community Development Director

Date: June 27, 2017

RE: Discussion and consideration of approving a request for a three month extension of Hospital Authority grant funds awarded to Community Development in 2015/16 for the preparation of an Innovation District Plan.

The Innovation District was first proposed by Planning Commissioner, Stan Griel, who had attended a national American Planning Association conference and heard about an Innovation Districts and how they appealed to the next major workforce consisting of the millennial generation who place great value on interaction, activity, technology and experiences. His vision was to create a district offering a solution for the blighted area between the Hospitality District and Rose State College. This concept is to capitalize on the resources surrounding the blighted areas such as the Hospitality District, I-40 corridor, Tinker Air Force Base, Tinker Business and Industrial Park and Rose State College with its new Fab Lab. In addition, the new Innovation district would provide an incentive and opportunity to attract the proposed TAFB's Fab Lab that would likely create approximately 100 new jobs.

As staff developed the RFP (Request For Proposal), it became clear that very few consultants specialize in Innovation District Planning. Qualified consultants, along with the uncertainty of TAFB's plans for the Fab Lab have made moving forward with the RFP cumbersome. In addition, the Sooner Rose project has added an additional dynamic to the overall project mix.

Staff has had several conversations with members from the Brookings Institute, the leading experts on Innovation District Planning in the country. Although the Brookings Institute is not able to participate or give us a proposal because of their involvement with the Innovation District at the OU Health Science Center, Scott Andes at Brookings and Meg Walker at the Project for Public Spaces were able to recommend the names of a few firms who specialize in this type of planning.

To date, we have refined our RFP to reflect the comments and suggestions from our previous meetings. If the Authority would extend the grant application deadline, we'd like to advertise the RFP in order to interview consultants in anticipation of executing a contract within the next 6 months.

Action is at the discretion of the Authority.

Billy Harless, AICP
Community Development Director

FY 2015-16 MCMHA Grant Application

Applicant

Legal Name of Organization: City of Midwest City, Community Dev. Dept.
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: BILLY HARLESS

Street Address: 100 N. MIDWEST BLVD City: MWC State: OK Zip: 73110

Mailing Address (If different) _____

Telephone (405) 739-1228 **E-mail** BHARLESS@MIDWESTCITYOK.ORG

Website: WWW.MIDWESTCITYOK.ORG **Other social media:** _____

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

Corporation Proprietorship Partnership Non-Profit Individual

Government Limited Liability Co. Government/City Department

Application Category (Choose only one area that your project might affect the most):

Economic Development Education Community Housing

Safety Health Youth and Family Midwest City Revitalization

Transportation Other (please explain) _____

Grant Information

1. What is the grant project? Innovation District Plan

2. Why do you need funds? TO HIRE CONSULTANT TO PREPARE PLAN.

3. How much are you requesting? \$ \$125,000.00

4. What is the estimated total project cost? \$ \$125,000.00

5. Are you willing to accept less than the requested amount? Yes or No

If "No," please explain _____

Application Certification

By signing this application, I certify, that (check box after reading each line):

- All provided information is true and correct to the best of my knowledge.
- I am duly authorized to submit this grant application on behalf of the above-named applicant.
- I understand and agree that I must provide documentation (acceptable to the MCMHA trustees) within 30 days of expenditures proving that funds received were used for the project/activities identified in this application.
- I acknowledge that any grant funds awarded must be used within the one-year time frame set forth in the Agreement.
- I understand and agree that providing false information or failure to provide such documentation will disqualify the applicant and/or the contact person and any organization represented by them from receipt of any further funds from the MCMHA.
- I further understand such failure may cause funds previously received to be repaid.

DATED this 5TH day of November, 2015.

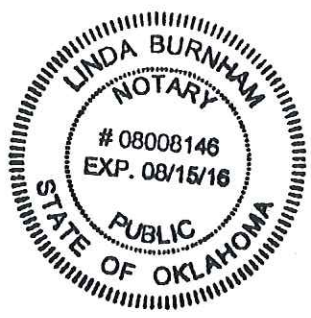
Billy Harless
Applicant Signature

BILLY HARLESS
Printed/Typed Applicant Signature

SUBSCRIBED AND SWORN to before me this 5TH day of November, 2015.

My commission expires: 8-15-16

Linda B
Notary Public





District Plan

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
GRANT APPLICATION 2015-2016**

**(Potential partnership with Tinker Air Force Base,
Rose State College and the City of Midwest City)**

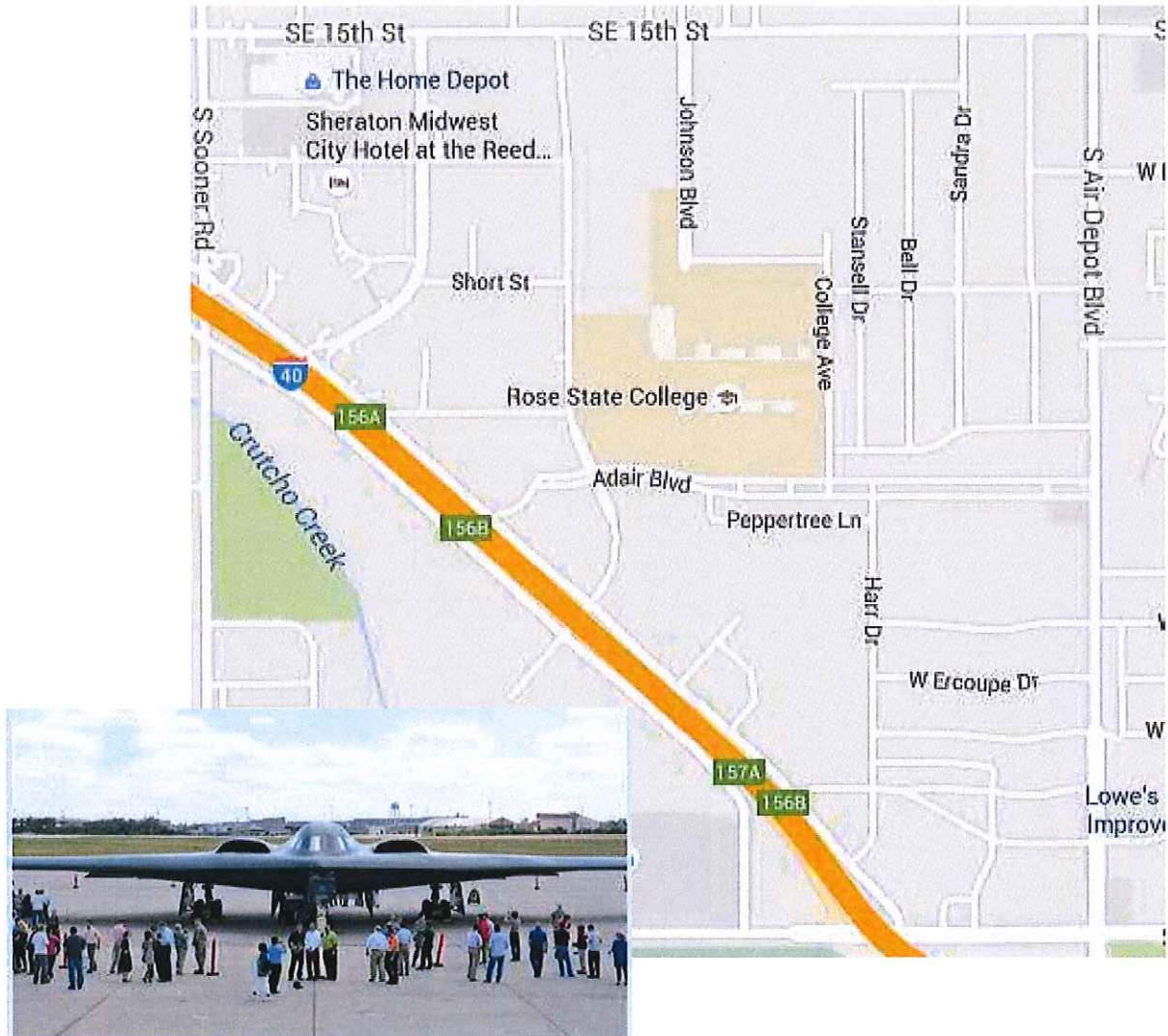
I. **APPLICANT INFORMATION:** The City of Midwest City, Community Development Department is the applicant.

1. **Applicant's Mission:** The City of Midwest City is a tax-exempt municipality created under the constitution and laws of the State of Oklahoma. The Community Development Department develops and implements long and short term land use plans to provide for the preservation, growth and revitalization of Midwest City, while helping local officials make decisions concerning social, economic, and environmental problems. Staff assists in promoting the best use of land and resources for residential, commercial, institutional, and recreational purposes.
2. **The Long Range Plan:** The long range plan for this project is to create an Innovation District (surrounding the Rose State Campus) in partnership with Tinker Air Force Base and Rose State College. An Innovation District is designed to promote a high level of interaction and connectivity within a compact area. It facilitates accidental business collisions and serendipitous business choreography through deliberate urban planning. Economic development is a by-product of such an endeavor.

The project would consist of a district plan (including a feasibility study and implementation plan) for creating a more urban than suburban district with high density housing units, supporting businesses and pedestrian activity. Tinker AFB will soon be looking for a location for a 60,000 square foot Innovation Center with a large scale Fab Lab. Midwest City would like to be the preferred selection site.

The District Plan would outline the assets of the chosen area as well as identifying obstacles and making recommendations for land use and connectivity. The end result would be the creation of a place that would appeal to the next major workforce consisting of the millennial generation who place great value on interaction, activity, technology and experiences rather than separation, inactivity, auto dependence and home ownership.

Map Illustrating Project Area: District boundaries would be from I-40 to 15th Street from Air Depot to Sooner Rd.



3. **Governing Body:** Midwest City Council

Honorable Mayor Jay Dee Collins	739-1209	mayor@midwestcityok.org
Ward 1 – Daniel McClure, Jr.	739-1204	ward1@midwestcityok.org
Ward 2 – Richard R. Rice	739-1204	ward2@midwestcityok.org
Ward 3 – Rick Dawkins	739-1204	ward3@midwestcityok.org
Ward 4 – James Ray	739-1204	ward4@midwestcityok.org
Ward 5 – Christine C. Price Allen	739-1204	ward5@midwestcityok.org
Ward 6 – Jeff Moore	730-1204	ward6@midwestcityok.org
City Manager, J. Guy Henson	739-1207	ghenson@midwestcityok.org

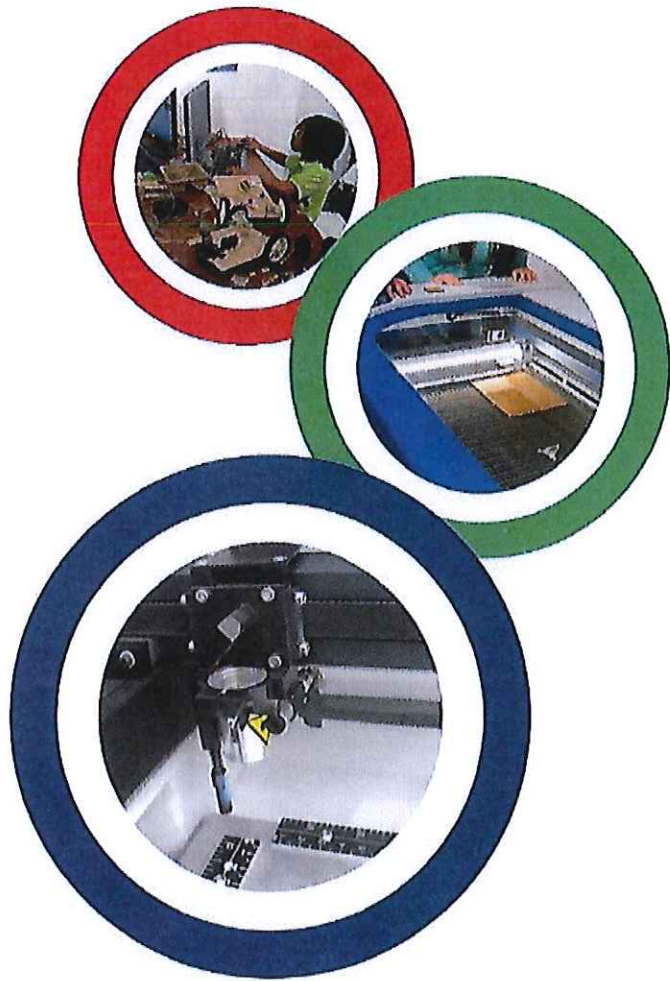
4. **Financial Stability:** The funds requested from MCMHA are to be the sole funding for the proposed project. The City will provide staff and other in-kind support for the project.

II. **PROJECT OVERVIEW:**

1. **Plan of Operation for project:**

- a. **State the need/benefit of project to MWC:** Midwest City needs to prepare for the future in a changing world. The generation entering the workforce has different goals and needs than the workforce that Midwest City has known in the past. Jobs and the workplace are changing.

Two critical entities, Rose State College and Tinker AFB have been collaborating to produce aircraft parts and tools on a small scale in Rose State's Fab Lab. The technology available in a modern Fab Lab is changing the way the world works.



According to information provided by the Fab Foundation, a Fab Lab is a technical prototyping platform for innovation and invention. A Fab Lab is also a platform for learning and innovation: a place to play, to create, to learn, to mentor and invent. A Fab Lab is comprised of off-the-shelf, industrial-grade fabrication and electronics tools, wrapped in open source software and programs written by researchers at MIT's Center for Bits & Atoms. Originally designed for communities as prototyping platforms for local entrepreneurship, Fab Labs are increasingly being adopted by schools as platforms for project-based, hands-on STEM education.

Tinker AFB will be creating a large off-base Fab Lab and will be employing 100 workers to run this lab in order to meet their needs at a lower cost. Midwest City could be the location that Tinker AFB chooses to build this center for new technology. An innovation district plan offers a chance to combine the interests of all three entities in one location.

- b. **What target group will be impacted by project and why?** (students, local business community, local colleges, local industry, local neighborhoods)

According to Bruce Katz at the Brookings Institute, as the U.S. economy continues to restructure post-recession, the spatial geography of Innovation is shifting as well. The innovative economy is relocating from isolated office parks in the suburbs to cities, creating in the process areas known as Innovation Districts. Changing living preferences among younger, educated workers are contributing to this trend, but, so too is a shift in the business models of innovative firms, moving away from a closed model of innovation, toward a more open and collaborative model requiring proximity to other firms and specialized research institutions. Innovation districts and the innovation economy more broadly, rely upon a technically skilled workforce, specifically those in the STEM (science, technology, engineering and math) fields. The federal government can do a number of things to support this such as encouraging a more robust school-to-work pipeline for sub-baccalaureate workers. The trend toward locating community colleges amid burgeoning Innovation Districts offers the mutual benefit of connecting sub-baccalaureate students with real-world training and connections to potential future employers.

The Innovation District could also stabilize and possibly breathe new life into surrounding neighborhoods such as the Original Mile Neighborhood which is less than a mile from the target location.

c. Project objectives including blue prints

- i. Identify area and Create District Plan (Feasibility Study + Implementation)
- ii. Identify key findings and goals
- iii. Explore public/private partnership potential
- iv. Explore possible incentives

d. Time line (April 2016 – March 2017)

e. Resources needed: Staff support to work with consultant.

f. Specific activities

- State purpose for creating the Innovation District.
- Include an inventory and detailed description of existing buildings, facilities, and uses of properties within the proposed area.
- Include redevelopment components, including proposed office, research, retail, housing, mixed use development, green spaces.
- Identification of a preferred site for facility
- Identify property owners
- Identify desired re-uses of properties
- Identify zoning and land use conflicts
- Address transportation routes and transit systems,
- Identify tax incentives and sources of funds to pay costs.
- Include a description of activities and projects needed to accomplish the principal goals of the district plan,
- Identify projected redevelopment costs

g. Conclude with what we hope to achieve

i. Desired outcome or vision:



For Midwest City – The desired outcome for the Innovation District Plan is the creation of a thriving new district that allows for a combination of activities in a walkable space, as well as a chance to diversify the local marketplace as the City transitions into the future by embracing existing partnerships in a new way. A district plan would give the City of Midwest City an advantage over other nearby communities who might be vying for the project.



For Rose State College – The District could require a number of disciplines from business management, to cyber security, to marketing and advertising, to project management. If the new facility locates near campus, RSC would be a pipeline for digital manufacturing students, as well as cyber, management, financial specialists, supply chain management, and logistics administration. It would be an attractive addition to the appeal of the Rose State Campus. A district plan would allow all entities involved to understand the feasibility and potential of such a partnership.

For Tinker AFB - Locating a 60,000 square foot Innovation Center in an area that attracts a new type of skilled workforce as well as sustains partnerships and stabilizes a critical border would be the desired outcome. A district plan would allow Tinker AFB to understand why Midwest City is the best location choice.

ii. State method that will be used to measure the outcome and success of the project. Since the project is a District Plan, the best measure of success would be that Tinker AFB chose Midwest City over any other location. An additional successful outcome would be that another outside entity realizes the potential of the area when all of the information is readily available in a district plan.

2. **Project Funding (including outline of project budget)** The proposed budget for a planning document is \$125,000.00. A contract for services will be executed with a planning professional with a billing/payment schedule determined by consent of both parties.

a. **Identify items or projects to be funded with MCMHA grant funds.**

Innovation District Plan

b. **Identify other funding resources for this project (donations, matching) N/A**

c. **Identify future sustainability resources that may be needed for this project.** The City will provide staff support and other in kind services.

d. **What documentation do you expect to submit for expenditure accountability (cancelled checks, invoices bids receipts etc.)?**

Invoices and receipts will be submitted for expenditures. Invoices will be paid through the City's purchase order system. A project file will be maintained by the Grants Management Department. The City is audited annually.



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

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

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 27, 2017

SUBJECT: Discussion and consideration of approving a request for a three month extension of Hospital Authority grant funds awarded to the Mid-Del Food Pantry in FY 2015-16 for the purpose of building a secure storage area for non-food items used in the operation of the pantry.

Mr. Mike Anderson, the grant applicant, has requested a grant extension. Please see the attached report, his request, and the grant application.

Staff recommends approval.

J. Guy Henson
General Manager/Administrator

Attachment



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110

(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

FY 2015-2016 GRANT OUTCOME REPORT

Date 6/16/17

Applicant Name Mid-De1 Food Pantry

Address 322 N. Midwest Blvd

Phone 732-3603 Email M-Pantry@att.net

Website/Blog/Other social media midde1foodpantry.com

Grant Title Storage Building Project

Grant Money Awarded \$4,000 Date of any extensions _____

Please respond reflectively to the following questions related to your grant project:

➤ Has the project objectives as described in your application been achieved? Yes No

➤ Briefly describe the outcomes/accomplishments of this grant project. We NOW HAVE HAVE A SECURE DRY SPACE TO STORE OUR NON-FOOD ITEMS. THIS FREES UP SPACE IN OUR WAREHOUSE FOR FOOD STORAGE.

➤ Please report any observations, unexpected outcomes or anecdotal information that resulted from the grant project (e.g. news coverage, community event, photos, etc.).

See Attachments

➤ Please provide feedback regarding your overall grant process experience (e.g. working with Hospital Authority staff/application submission process, etc.)

The grant PROCESS WAS EASY AND THE STAFF WERE GREAT TO WORK WITH

[Signature]
Grant Recipient Signature

Mike Anderson
Grant Recipient Name (Printed/Typed)

Attachment to MCMHA Grant Outcome Report

Due to problems with the original contractor that gave us the estimate for the project, we were forced to change direction from building a store room to buying a storage container. The storage container was \$2,700, we were going to use the balance of the grant for installation, shelving and building a ramp for easy entry. We would like to request a three month time extension to complete the project.



Mike Anderson, Executive Director

FY 2015-16 MCMHA Grant Application

Applicant

Legal Name of Organization: Mid-DeI Food Pantry, Inc.
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Mike Anderson

Street Address: 322 N. Midwest Ave City: Mid-C State: OK Zip: 73110

Mailing Address (If different) _____

Telephone 732-3603 E-mail M-Pantry@att.net

Website: _____ Other social media: Face book

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation Proprietorship Partnership Non-Profit Individual
 Government Limited Liability Co. Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development Education Community Housing
 Safety Health Youth and Family Midwest City Revitalization
 Transportation Other (please explain) _____

Grant Information


1. What is the grant project? Dry Storage building approximately 15'x13'
2. Why do you need funds? Labor + Material to build a secure Room
3. How much are you requesting? \$ 3600⁰⁰ + 10% Contingency = \$4,000⁰⁰
4. What is the estimated total project cost? \$ 3600⁰⁰ + 10% Contingency \$4,000⁰⁰
5. Are you willing to accept less than the requested amount? Yes or No
If "No," please explain _____

Application Certification

By signing this application, I certify, that (check box after reading each line):

- All provided information is true and correct to the best of my knowledge.
- I am duly authorized to submit this grant application on behalf of the above-named applicant.
- I understand and agree that I must provide documentation (acceptable to the MCMHA trustees) within 30 days of expenditures proving that funds received were used for the project/activities identified in this application.
- I acknowledge that any grant funds awarded must be used within the one-year time frame set forth in the Agreement.
- I understand and agree that providing false information or failure to provide such documentation will disqualify the applicant and/or the contact person and any organization represented by them from receipt of any further funds from the MCMHA.
- I further understand such failure may cause funds previously received to be repaid.

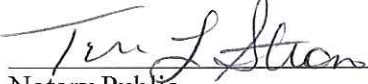
DATED this 6th day of November, 2015.


Applicant Signature

Michael R. Anderson
Printed/Typed Applicant Signature

SUBSCRIBED AND SWORN to before me this 6th day of November, 2015.

My commission expires: Jun 10, 2018


Notary Public
Comm # 10004765



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
GRANT APPLICATION 2015-2016
STORAGE BUILDING PROJECT

Applicant Information:

1. **State the applicant's purpose in the community.** The Mid Del Food Pantry is a 501 (c) 3, non-profit organization in Midwest City providing food items to the needy in eastern Oklahoma County.
2. **State the Mission Statement of the applicant.** The Mid Del Food Pantry brings help and hope to hungry residents of eastern Oklahoma County by providing safe and nutritious food during difficult times.
3. **Describe the applicant's long-range plan for this project.** The long range plan of this project is to provide much needed additional storage within the existing facility located at 322 N. Midwest Blvd and to increase the efficiency in which this volunteer driven organization can serve the community.
4. **List the names of the members of the applicant's current governing body, if the applicant has such a body, and include a means of contacting each member.**

Mid-Del Food Pantry

2015 Board of Directors

Mike Anderson, **Non-Voting Director**, 405-732-3603, mikeanderson@sbcglobal.net
Linda Marcotte, **Chairman**
Susie Martin, **Vice Chairman**
Terri Strong, **Secretary**
Karen (Sue) Tygat, **Treasurer**
Lee Davis
Mark Derrow
Rex Fryar
Mary Hamilton
Rev. Nancy Hamilton
Laura Robinson
Maxine Wheelan

PROJECT OVERVIEW:

- 1. Describe the plan of operation for the project.** The Mid Del Food Pantry is in need of a dry, secure storage area to store paper products, cardboard flats, and other non-food items used in the operation of the pantry. The pantry has secured estimates and the construction of the exterior storage building is estimated to cost \$4,000. The new 15' x 15' storage area would be constructed on the north side of the existing building, to include a ramp and steel door. By adding this area, the pantry will gain valuable existing storage space for food storage only, allowing us to better serve our clients.
- 2. State the need/benefit of this project to the Midwest City community and the target group it will impact.** The Mid-Del Food Pantry has served the hungry in our community since 1984. Since the downturn in the economy, demand for assistance has increased by as much as 30 percent each year. With the community's support, we are able to meet those demands and provide safe, nutritious food to our clients. The steadfast dedication of approximately 40 volunteers, local churches, partner organizations, and grocers in the community allow Mid-Del Food Pantry to serve more than 500 needy families a month with perishable and non-perishable food. Excess perishables are also distributed weekly to families served by the Neighborhoods in Action Center and senior residents at Autumn House. The construction of additional storage space will increase our food storage capacity, allowing us to serve more clients with increased efficiency.
- 3. Describe the project objectives and specific activities, and the time line to achieve these objectives.** The Mid Del Food Pantry's objective is to increase its efficiency by

building additional storage space for bulky paper/cardboard containers, non-food items and flats, outside but adjacent to, the main pantry building. It is estimated that construction can be completed within 30 days.

4. Describe the desired outcome and the method that will be used to measure the outcome and thereby determine the success of the project (e.g. records, surveys, interviews, pre- and post-tests, community feedback, etc). The desired outcome will be the successful and expeditious completion of the storage area. Measurement of the improvement can be made in the increased food storage capacity of the existing facility. Before and after photos of the improvement can be provided to document the increase in capacity.
5. If the project is to extend beyond the period funded through this grant, identify future funding resources. This project will not continue beyond the construction completion, however, the Mid Del Food Pantry mission to serve the needy in our community will continue.
6. Provide an outline of the project's budget identify items or projects to be funded with MCMHA grant funds and those to be funded through other resources. (e.g. donations, matching).

MCMHA Funds: \$ 4,000.00 (100%)

The proposed budget is based upon estimates received for the construction of a 15' x 15' storage building. Any remaining funding will be returned if construction is completed under budget. Any project overruns will be the obligation of the Mid Del Food Pantry.

7. Describe the documentation that will be used to show that all MCMHA grant funds awarded have been utilized in the manner described in this application (e.g. cancelled checks, invoices, bids, receipts etc.). The Mid Del Food Pantry will contract with an experienced general contractor (carpenter/building) to complete the project. The pantry director will administer and provide oversight in the management of grant funds. Documentation in the form of check and invoice copies will be provided.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date FEB 19 1998

MID-DEL FOOD PANTRY INC
C/O GEORGE W OGWYNN
PO BOX 30532
MIDWEST CITY, OK 73140-3532

Employer Identification Number:
73-1397102
DLN:
17053024732008
Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199
Our Letter Dated:
October 15, 1992
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

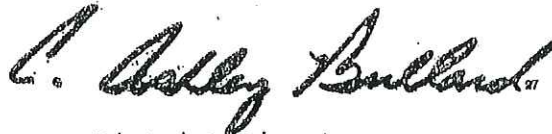
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

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

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: June 27, 2017

SUBJECT: Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2016-17.

On Thursday, June 22, 2017, the Trust Board of Grantors will meet to finalize their fiscal year 2016-17 Year-End Report, which the Board submits to you for your acceptance. They will also review and update the grant documents, as needed, and finalize their schedule for fiscal year 2017-18.

Staff will provide, under separate cover, the Year-End Report and accompanying documents after the Board meets on June 22, 2017.

J. GUY HENSON, AICP
General Manager/Administrator

Attachments (3)



DISCUSSION ITEM





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Susan Eads
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: June 27, 2017

SUBJECT: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION

