



MIDWEST CITY
MEETING AGENDAS FOR
March 28, 2017

STAFF BRIEFING

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

March 28, 2017 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for March 28, 2017.



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

March 28, 2017 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Public Works Director, Vaughn Sullivan
 - Pledge of Allegiance - JROTC Cadet 1st Lt Garrett Davis
 - Community-related Announcements
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so 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 March 14, 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: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$18,500; expenses/Community Development (05) \$18,500; revenue/Intergovernmental (64) \$9,790; expenses/Fire (64) \$9,790; revenue/Intergovernmental (06) \$26,000; expenses/Park & Rec (06) \$26,000. Special Police Projects Fund, revenue/Miscellaneous (00) \$25,000; expenses/Police (62) \$1,226. (Finance - C. Barron)
 3. Discussion and consideration of accepting the City Manager's Report for the month of February 2017. (Finance - C. Barron)
 4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
 5. Discussion and consideration of narrowing the Blue Cross and Blue Shield (BCBS) networks from Blue Options and Blue preferred to only offering the Blue Preferred network, and establishing the health premiums for the fiscal year 2017/2018 in the amounts necessary for the Employee Health Plan to be actuarially sound and to cover the projected expenditures, and the adoption of Plan language as recommended by the Employee Life and Health committee. (Human Resources - C. Wilson)
 6. Discussion and consideration of naming Mrs. Catherine Wilson, Human Resources Director as Lead Negotiator, Police Chief Brandon Clabes, Mr. Sivilay Manisy, Human Resources Officer as the City's representative bargaining team working with the City Manager for the purposes of collective bargaining under the provisions of the Oklahoma Fire and Police Arbitration Act (FPAA) for the Fiscal Year (FY) 2017/2018 successor Collective Bargaining Agreement between the City of Midwest City and the Fraternal Order of Police Lodge 127. (Human Resources - C. Wilson)

7. Discussion and consideration of entering into and approving an amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$16,300 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40. (Community Development - P. Menefee)
8. Discussion and consideration of entering into a joint use agreement and cooperative construction and maintenance agreement and a resolution for the Federal-Aid Project Number TAP-255D(329)AG, State Job Number 31436(04), with the Oklahoma Department of Transportation for the upcoming S.E. 29th Street Trail from Sooner Road to Air Depot Boulevard. (Community Development - P. Menefee)
9. Discussion and consideration of accepting a grant of Permanent Easement from Packing House Investments, L.L.C., across a certain tract of land within the corporate boundaries of Midwest City in the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Harless)
10. Discussion and consideration of accepting a Permanent Grant of Easement from the Department of the Air Force for the construction of the proposed S.E. 29th Street road improvements from Midwest Boulevard to Douglas Boulevard. The easement, dedicated from the Department of the Air Force, is located in the South Half of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
11. Discussion and consideration of accepting an Easement Grant for Sanitary Sewer from Yes Exp L.L.C. The easement was previously submitted to the Mayor and Council and recommended for approval on March 11, 2014. However, the easement was not signed by the Mayor at that time. The easement is outside the corporate city limits in the Southeast Quarter (SE/4) of Section 10, T 11N R 1W, I.M. Oklahoma County, Oklahoma. (Community Development - B. Harless)
12. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170085 from the State Department of Environmental Quality for the Forest Glen North Addition, Section 3, Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
13. Discussion and consideration of entering into maintenance contract with R. K. Black, Inc. for a new Kyocera Ecosys FS-6525 copier with purchase price of \$1,876.82 and maintenance at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page. (Neighborhood Services - M. Stroh)
14. Discussion and consideration of naming the entire trail system located throughout Midwest City the "Spirit Trail System." (Public Works - V. Sullivan)
15. Discussion and consideration of naming the multipurpose non-motorized off road trail, located in the Soldier Creek Industrial Park (SCIP) at 7250 N.E. 23rd Street, the "SCIP Multipurpose Trail." (Public Works - V. Sullivan)

- [16.](#) Discussion and consideration of adopting SCIP Multipurpose Trail rules. (Public Works - V. Sullivan)
- [17.](#) Discussion and consideration of declaring a 1980 Ford Boardman fire department pumper truck, unit number 07-3-11, surplus and authorizing its disposal by public auction or sealed bid. (Fire Department - B. Norton)

D. DISCUSSION ITEMS.

- [1.](#) Discussion and consideration of a Public Hearing to provide interested persons an opportunity to be heard, pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” and regarding a Request By Sooner Investment (“Sooner”) for development financing assistance In Connection with Sooner’s Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC (“Warren Theatres”) for development financing assistance in connection with Warren Theatres’ Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)
- [2.](#) (PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive. (Community Development - B. Harless)
- [3.](#) (MP-11) Public hearing with discussion and consideration of approval of the Eastgate Minor Plat described as a part of the SW/4 of Section 26, T-12-N, R-2-W, located on the northeast corner of NE 10th Street and N. Midwest Blvd. (Community Development - B. Harless)
- [4.](#) Public hearing with discussion and consideration of a resolution declaring the structure located at 9700 NE 23RD STREET a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structure from the site. (Neighborhood Services - M. Stroh)
- [5.](#) Public hearing with discussion and consideration of a resolution declaring the structures located at 816 SOUTH WESTMINSTER ROAD, a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structures from the site. (Neighborhood Services - M. Stroh)
- [6.](#) Discussion and consideration of receiving the Heritage Park Mall Market Study and Redevelopment Plan. (Presentation By Jason Claunch, Catalyst Commercial, Dallas, TX) (Economic Development - R. Coleman)
- [7.](#) Discussion and consideration of amending Section 24.142.1 of Article IV, Chapter 24, Mandatory Child Restraint Use, providing for changes in ages and manner of restraint, adding exceptions to the use of child restraints, adding provisions regarding civil suits, protecting technicians from liability and providing that fines go to the Department of

Public Safety; and providing for repealer and severability. (This item was listed under Further Information at the March 14, 2017 Council meeting.) (Police - B. Clabes)

8. Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann. (Continued from March 14, 2017 Council meeting.) (Community Development - B. Harless)
9. Discussion and consideration of appointing a replacement for Mr. Glenn Goldschlager for three-year term to the Midwest City Tree Board. (Public Works - V. Sullivan)
10. Discussion and consideration of an ordinance approving and adopting that a certain “Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma (“Sooner Rose Increment District”); ratifying and confirming actions, recommendations and findings of the Midwest City Local Development Act Review Committee; establishing “Increment District Number Two, City of Midwest City, Oklahoma”; designating and adopting the Project Area and Increment District boundaries; adopting certain findings; apportioning incremental ad valorem, sales and use tax revenues; creating the Sooner Rose Increment District Apportionment Fund; designating the Midwest City Memorial Hospital Authority (the “Authority”) as the public entity to carry out and administer the Project Plan and authorizing the Authority to make minor plan amendments; authorizing the Authority to issue Tax Apportionment bonds or notes; designating the City Manager/General Administrator of the Authority as the person in charge of the administration of the Project Plan; providing for severability; and containing other provisions relating thereto; declaring an emergency; and containing other provisions relating thereto. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.) (Economic Development - R. Coleman)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Discussion and consideration of amending Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, by increasing the amount from \$500.00 to \$1,000.00; and providing for repealer and severability. (Police - B. Clabes)
2. Minutes of the March 7, 2017 Board of Adjustment meeting (Community Development - B. Harless)
3. Minutes of the March 7, 2017 Planning Commission meeting. (Community Development - B. Harless)
4. Discussion and consideration of passing and approving an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, by amending Article II, Public Courtesy Benches, Section 37-16 Compliance and Section 37-17 Defined; and providing for repealer and severability.

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

March 14, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:05 p.m.

Following the Trail Project Cleanup video, the Councilmembers recessed at 6:09 p.m. and proceeded to the Memorial Hospital Authority staff briefing meeting.

The Councilmembers returned to the meeting at 6:27 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for March 14, 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 6:57 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

March 14, 2017 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 7:08 p.m.

Opening Business. The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Mayor Dukes. City Manager, Guy Henson, and Council members Eads and Allen made community-related comments and announcements. Mayor Dukes presented a proclamation to retiree Lt. Bill Horn of the Police department.

Consent Agenda. Motion was made by Dawkins, seconded by Moore, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the February 28, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Impound Fees Fund, expenses/Transfers Out (62) \$6,634. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$20,183; expenses/Street (09) \$20,183. Police Capitalization Fund, revenue/Miscellaneous (00) \$20,459; expenses/Police (62) \$20,459.
3. Discussion and consideration of accepting grants of Permanent Drainage and Utility Easement, Temporary Drainage Utility and Roadway Easement and a Drainage Utility and Roadway Easement, from Newey Family Partners, across a certain tract of land within the corporate boundaries of Midwest City in the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.
4. Discussion and consideration of entering into and approving a Use Agreement with Black Shale Minerals, LLC and Buffco Production, Inc. for the utilization of an existing bridge located over Soldier Creek for the non-motorized off road trail system located at Soldier Creek Industrial Park.
5. Discussion and consideration of renewing the Memorandum of Understanding in an amount not to exceed \$25,000 with the Oklahoma Department of Mental Health and Substance Abuse Services which establishes the terms and conditions under which the City participates in this program to identify eligible municipal offenders in Midwest City who are in need of behavioral health treatment services and fund supplies necessary to operate the screening program such as a computer or drug testing supplies in the amount of \$1,000.

6. Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lessons at the Reno Swim and Slide for the 2017 swim season in exchange for a commission fee paid to the City of Midwest City in the amount of \$5.00 per participant per class.
7. Discussion and consideration of approving and entering into a Star Spangled Salute Air Show Sponsorship Agreement with Tinker Federal Credit Union in the amount of \$25,000.
8. Discussion and consideration of approving and entering into an agreement with Oklahoma County Senior Nutrition Program (OCSNP), sponsored by Sodexo, for the purpose of providing weekday lunch meals at the Midwest City Senior Center.
9. Discussion and consideration of 1) reappointing Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission for additional two-year terms, and 2) appointing Nick Timme to fill the vacancy which will be created on the Traffic and Safety Commission when Roger Camp completes his current term.
10. Discussion and consideration of 1) declaring various obsolete equipment of city property on the attached list as surplus property; and 2) authorizing the disposal of this property by public auction or sealed bid.

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

Discussion Items.

1. **(PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive.** At the request of Mr. Chris Mudd, 401 W. Douglas Drive, a motion was made by Dawkins, seconded by Eads, to continue the item until the March 28, 2017 Council meeting. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of a Public Hearing to provide information and answer questions, pursuant to Title 62, Section 859 of the Oklahoma Statutes Regarding the establishment of "Increment District Number Two, City of Midwest City, Oklahoma" and regarding a Request By Sooner Investment ("Sooner") for development financing assistance In Connection with Sooner's Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC ("Warren Theatres") for development financing assistance in connection with Warren Theatres' Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation by Dan McMahan, Representing the City of Midwest City, OK.)** After Mr. McMahan's presentation, no action was taken.

3. **Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann.** A motion was made by Reed, seconded by Dawkins, to continue the item until the March 28, 2017 Council meeting. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of reappointing Miss Margie Humdy and appointing a replacement for Mr. Glenn Goldschlager for three-year terms to the Midwest City Tree Board.** A motion was made by Eads, seconded by Dawkins, to appoint Miss Margie Humdy for another three year term; and to continue the replacement appointment until the March 28, 2017 Council meeting. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of approving and passing an emergency ordinance amending the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, by amending Article VII, Sign Regulations, Section 9-391, Temporary Signs by the addition of an exemption for temporary signs when access to property is restricted by public construction project.**

A motion was made by Dawkins, seconded by Allen, to approve and pass Ordinance 3290 as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

A second motion was made by Dawkins, seconded by Allen, to pass the emergency clause of Ordinance 3290. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 7:36 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: March 28, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$18,500; expenses/Community Development (05) \$18,500; revenue/Intergovernmental (64) \$9,790; expenses/Fire (64) \$9,790; revenue/Intergovernmental (06) \$26,000; expenses/Park & Rec (06) \$26,000. Special Police Projects Fund, revenue/Miscellaneous (00) \$25,000; expenses/Police (62) \$1,226.

The first supplement is needed to budget Fiscal Year 2016-2017 Hospital Authority Grants awarded to City departments. The second supplement is needed to budget donation to be used for Police Awards Banquets and expenses for this year's awards.

Christy Barron
Finance Director

SUPPLEMENTS

March 28, 2017

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Intergovernmental	18,500			
05	Community Development			18,500	
64	Intergovernmental	9,790			
64	Fire			9,790	
06	Intergovernmental	26,000			
06	Park & Rec			26,000	
		<u>54,290</u>	<u>0</u>	<u>54,290</u>	<u>0</u>

Explanation:
Budget 2016-2017 Hospital Authority Grants awarded to City departments.

Fund SPECIAL POLICE PROJECTS (031)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	25,000			
62	Police			1,226	
		<u>25,000</u>	<u>0</u>	<u>1,226</u>	<u>0</u>

Explanation:
Budget donation to be used for Police Awards Banquets and expenses for this year's awards.

City of Midwest City
Financial Summary by Fund
for Period Ending February, 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	1,793,779	-	1,930,025	327,932	(464,178)	(136,246)	1,793,779
10	GENERAL	4,807,632	(146,208)	4,671,897	24,477,531	(24,488,006)	(10,474)	4,661,423
11	CAPITAL OUTLAY RESERVE	904,439	-	893,700	10,739	-	10,739	904,439
13	STREET AND ALLEY FUND	566,200	-	1,775,423	442,505	(1,651,728)	(1,209,223)	566,200
14	TECHNOLOGY FUND	410,513	-	478,156	248,917	(316,560)	(67,643)	410,513
15	STREET LIGHT FEE	331,302	-	-	331,302	-	331,302	331,302
16	REIMBURSED PROJECTS	713,611	(184,121)	624,306	121,435	(216,252)	(94,817)	529,489
17	29TH & DOUGLAS PROPERTY	5,500,000	(181,059)	5,318,941	82,900	(82,900)	-	5,318,941
20	MWC POLICE DEPARTMENT	1,351,465	-	1,544,048	8,213,292	(8,405,875)	(192,583)	1,351,465
21	POLICE CAPITALIZATION	951,423	-	949,578	266,376	(264,531)	1,845	951,423
25	JUVENILE FUND	31,462	-	73,081	68,223	(109,842)	(41,619)	31,462
30	POLICE STATE SEIZURES	65,523	-	42,161	23,905	(544)	23,361	65,523
31	SPECIAL POLICE PROJECTS	73,193	-	48,259	32,183	(7,250)	24,933	73,193
33	POLICE FEDERAL PROJECTS	71,414	-	86,596	604	(15,787)	(15,183)	71,414
34	POLICE LAB FEE FUND	17,118	-	16,457	7,019	(6,358)	661	17,118
35	EMPLOYEE ACTIVITY FUND	18,412	-	17,714	9,094	(8,396)	698	18,412
36	JAIL	137,519	-	148,697	59,636	(70,814)	(11,178)	137,519
37	POLICE IMPOUND FEE	183,985	-	163,034	48,527	(27,576)	20,951	183,985
40	MWC FIRE DEPARTMENT	1,250,018	(4)	1,181,744	6,658,164	(6,589,893)	68,271	1,250,014
41	FIRE CAPITALIZATION	572,483	-	528,049	275,800	(231,366)	44,434	572,483
45	MWC WELCOME CENTER	344,938	(102)	348,868	131,184	(135,216)	(4,032)	344,836
46	CONV / VISITORS BUREAU	212,814	(500)	192,433	219,331	(199,450)	19,881	212,314
50	DRAINAGE TAX FUND	84,031	-	180,165	2,550	(98,684)	(96,134)	84,031
60	CAPITAL DRAINAGE IMP	484,694	-	417,629	307,845	(240,781)	67,064	484,694
61	STORM WATER QUALITY	929,427	-	918,411	505,850	(494,834)	11,016	929,427
65	STREET TAX FUND	1,120,282	-	1,231,886	297,666	(409,269)	(111,604)	1,120,282
70	EMERGENCY OPER FUND	636,641	-	658,058	268,967	(290,384)	(21,417)	636,641
75	PUBLIC WORKS ADMIN	245,525	-	283,928	651,443	(689,846)	(38,403)	245,525
80	INTERSERVICE FUND	139,348	-	183,485	1,391,316	(1,435,453)	(44,137)	139,348
81	SURPLUS PROPERTY	339,032	(262,459)	68,994	33,508	(25,929)	7,579	76,573
115	ACTIVITY FUND	296,330	-	269,707	121,079	(94,456)	26,623	296,330
123	PARK & RECREATION	686,645	-	552,750	354,642	(220,747)	133,895	686,645
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	302,274	(302,274)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	170,034	(6,656)	188,674	50,877	(76,173)	(25,296)	163,378
143	GRANT FUNDS	124,451	(64,451)	60,000	371,595	(371,595)	-	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,974,922	3,995	2,961,479	319,826	(302,388)	17,438	2,978,917
172	CAP. WATER IMP-WALKER	448,431	(20,000)	467,204	330,540	(369,313)	(38,773)	428,431
178	CONST LOAN PAYMENT REV	1,993,715	(19,110)	1,944,719	527,345	(497,460)	29,885	1,974,604
184	SEWER BACKUP FUND	79,278	-	81,039	963	(2,725)	(1,761)	79,278
186	SEWER CONSTRUCTION	3,285,987	(175,000)	3,101,034	992,441	(982,488)	9,954	3,110,987
187	UTILITY SERVICES	523,577	(924)	440,330	814,466	(732,143)	82,323	522,653
188	CAP. SEWER IMP.-STROTH	255,362	-	42,973	268,393	(56,004)	212,389	255,362
189	UTILITIES CAPITAL OUTLAY	1,297,130	(121,392)	1,575,337	339,113	(738,712)	(399,600)	1,175,738
190	MWC SANITATION DEPARTMENT	2,636,727	(7,641)	2,070,994	3,930,136	(3,372,043)	558,093	2,629,086
191	MWC WATER DEPARTMENT	929,944	-	559,333	4,358,519	(3,987,908)	370,611	929,944
192	MWC SEWER DEPARTMENT	1,366,034	(8)	1,130,962	3,596,552	(3,361,488)	235,063	1,366,026
193	MWC UTILITIES AUTHORITY	1,006,245	-	950,944	72,047	(16,746)	55,301	1,006,245
194	DOWNTOWN REDEVELOPMENT	4,091,743	(6,953)	3,749,062	969,115	(633,387)	335,728	4,084,790
195	HOTEL/CONFERENCE CENTER	521,643	(1,332,088)	(722,478)	3,367,011	(3,454,979)	(87,967)	(810,445)
196	HOTEL 4% FF&E	973,585	-	1,070,438	144,021	(240,874)	(96,853)	973,585
197	JOHN CONRAD REGIONAL GOLF	38,447	(2,368)	159,995	631,621	(755,537)	(123,916)	36,080
201	URBAN RENEWAL AUTHORITY	63,375	-	62,623	752	-	752	63,375
202	RISK MANAGEMENT	3,253,470	(37)	3,253,684	1,416,043	(1,416,293)	(251)	3,253,434
220	ANIMALS BEST FRIEND	89,888	-	74,490	17,479	(2,081)	15,398	89,888
225	HOTEL MOTEL FUND	-	-	-	373,775	(373,775)	-	-
230	CUSTOMER DEPOSITS	1,391,430	(1,391,430)	-	16,696	(16,696)	-	-
235	MUNICIPAL COURT	102,504	(102,504)	-	1,139	(1,139)	-	-
240	L & H BENEFITS	1,588,693	(77,752)	1,661,156	4,505,387	(4,655,602)	(150,215)	1,510,941
250	CAPITAL IMP REV BOND	6,101,117	(60,493,123)	(57,570,731)	9,803,294	(6,624,569)	3,178,725	(54,392,006)
269	2002 G.O. STREET BOND	647,325	-	3,064,713	14,750	(2,432,138)	(2,417,387)	647,325
310	DISASTER RELIEF	1,343,853	(185,239)	1,283,551	129,217	(254,154)	(124,937)	1,158,614
340	REVENUE BOND SINKING FUND	-	-	-	3,662,952	(3,662,952)	-	-
350	G. O. DEBT SERVICES	482,903	-	1,363,245	297,596	(1,177,938)	(880,342)	482,903
351	TAX INCREMENT FINANCING	1,502	-	(62,340)	64,946	(1,104)	63,842	1,502
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	81,053,552	(9,800,837)	64,496,585	8,561,651	(1,805,522)	6,756,129	71,252,714
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,894,084	(394,084)	2,500,000	37,403	(37,403)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,547,792	(11,635)	11,121,023	2,518,301	(3,103,166)	(584,864)	10,536,159
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,459,892	(154,711)	3,700,541	2,495,462	(4,890,820)	(2,395,358)	1,305,183
	TOTAL	159,024,989	(75,138,400)	78,456,432	101,295,163	(98,002,491)	3,292,671	83,886,590



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

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Christy Barron, Finance Director
DATE: March 28, 2017
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of February, 2017.

The fund in February that experienced a significant change in fund balance from the January report is as follows:

MWC Hospital Authority (425) activities for February:

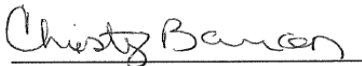
Compounded Principal:

(9010)-unrealized gain on investment \$2,023,017

Discretionary:

(9050)-unrealized gain on investment \$238,712

This item is at Council's discretion.



Christy Barron
Finance Director



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

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: March 28, 2017

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

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

This is a staff update

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, Human Resources Director

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

Current Fund Balance: \$1,508,781

Feb. 2016 \$1,426,684

Feb. 2015 \$1,686,311

Feb. 2014 \$1,118,703

Feb. 2013 \$1,013,667

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



Memorandum:

DATE: March 28, 2017

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

RE: Discussion and consideration of narrowing the Blue Cross and Blue Shield (BCBS) networks from Blue Options and Blue preferred to only offering the Blue Preferred network, and establishing the health premiums for the fiscal year 2017/2018 in the amounts necessary for the Employee Health Plan to be actuarially sound and to cover the projected expenditures, and the adoption of Plan language as recommended by the Employee Life and Health committee.

As a Self-funded Health Plan we all know that expenses fluctuate from one plan year to the next. For the 2015/2016 Plan year we recommended introducing the Blue Cross Blue Shield (BCBS) Preferred Network because this network while giving the participants a narrower option of physicians and facilities, the network of physicians and facilities negotiates deeper discounts with BCBS, thus giving the Plan and its participants some cost savings. Since this recommendation the Blue Preferred network has performed well and has added the Oklahoma Heart Hospital(s), and Norman Regional Hospital to the list of facilities within the Blue Preferred network. Due to the performance of the Blue Preferred network and as a cost containment strategy we are recommending that for the plan year 2017/2018 we drop the Blue Options network and move the remaining participants enrolled in the Blue Options network onto the Blue Preferred Network. This will cause minimal disruption, and will lower the premiums for these individuals.

The following recommendations are being made as strategic cost containment items for the Health Benefits Plan for the 2017/2018 plan year:

- Narrowing the Pharmacy network to exclude CVS (Target) from the pharmacy network as they are not contracting with BCBS. This has an estimated savings to the Plan of \$22,000 with disruption to approximately 152 plan participants.
- The adoption of a Performance Formulary plan to be **implemented effective January 1, 2018**. This plan would cover the least expensive medication with the exact same formulary combination and exclude the more expensive brand name medication(s) or medical device. (This would include Diabetic testing strips) Detailed information will be provided and Employee/Retiree meetings during open enrollment in May 2017. This has an estimated savings to the Plan of \$45,000 for half of the plan year, with disruption to 69 Plan Participants. Many of the excluded medications are available on CRX.

We are recommending that the Plan continue to offer the CRX benefit for purchasing name brand (excludes generic medications) maintenance medications. This will be a voluntary mail order program through CRX that will give participants a 90 day supply of their prescribed

name brand medication, with a zero co-pay for the participant. The savings to the plan by purchasing directly from the manufacturing companies will offset the zero co-pay to the Plan participants.

We are recommending the premiums as shown in the agenda supporting documents. These premiums are based on the claim factors that are assigned to the negotiated discounts through BCBS for the Blue Preferred network. Because the contractual discounts are better with the Blue Preferred network our claims should run at a lower cost; thus saving the participant and the Health Plan with 100% enrollment into the Blue Preferred network. As in past years we have divided the monthly increase to the premiums equally between the active employees, the retirees, and the city we have shown the proposed premiums for the 2017/2018 Plan year in the supporting documents to this memo. The premium charts shown reflect the current premiums, the proposed total new monthly premiums, the monthly increase to the premiums per tier, and equal division of the increase to the employee, retiree and the city.

In trying to develop the overall costs to the Plan we have to remember that there are many factors that affect the Health Plan. A major affect is our large claim experience, for 2016/2017 we have experienced fewer large claims as of December 2016 we had three large claims. Two of these claims are cancer related, and the third is an Autoimmune Illness. One additional Heart related illness was reported in mid-March which will be a fourth large claim by the end of the Plan year. These four large claims currently account for 14.5% of the total claims in the Blue Preferred network. All four will require continued care, but will cap at the individual stop loss amount of \$150,000 in total will cost the Plan approximately \$600,000. Unfortunately, large claims are an unforeseen expenditure that we have no way of predicting. Therefore, we do the best we can in with the assumptions we have made, to develop the premiums to fund the Midwest City Employee Health Plan.

The following Plan Language is being recommended either for compliance reasons or to increase benefits for Plan participants:

- Autism – current coverage allows autism services up to age 6, outpatient therapy services with an autism diagnosis per calendar year, subject to deductible/coinsurance limited to 195 visits. PROPOSED CHANGE- US House Bill 2962 requires coverage for Applied Behavioral Analysis (ABA) therapy and no limit on autism services at ANY age. In adding ABA coverage the group will be adding ABA providers as covered providers with no age limits. The estimated impact to the plan will be less than 1%. This is being recommended to be compliant with Federal law and will be *effective July 1, 2017.*
- Proton Therapy – Currently the Plan excludes this service to our covered participants. PROPOSED CHANGE – Effective July 1, 2017 the Plan would offer the service of Proton Therapy to the covered participants. The estimated impact to the Plan is 1.6%. (Plan language will have to undergo approval with BCBS before it can be made available to Plan participants may or may not be effective July 1, 2017) This language is being recommended to improve the benefit for Plan participants.

We are also suggesting the following language changes to the eligibility language in the Health Plan Document to be in compliance with Oklahoma State Statute and for future assistance with cost containment for the Health Plan.

- **Eligible Classes of Retirees:** Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status. A non-Employee official who held an elective office shall be eligible as a Retiree provided they have maintained continuous coverage under the Plan since the date they no longer held office. (This language is being added for compliance with Oklahoma State Statute reasons)
- **Eligibility Requirements for Retirees:** An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree. (This language is being added for compliance with Oklahoma State Statute reasons)

Retiree Health Insurance Council Committee Recommendations:

1. Employees Hired on or after July 1, 2017 (Future retirees). All employees who meet the Eligibility Requirements for Retirees and who are hired on or after July 1, 2017, the following shall apply:
 - Establishment of Premium: Retirees who meet the retirement service requirement as defined above shall be eligible for coverage under the City's health plan upon retirement, provided that the retiree was enrolled in the health plan prior to reaching retirement status. The health plan premium will be 110% of the full premium for active employees and premiums for each subsequent year will be established annually at plan renewal.
 - Establishment of Contributions: Retirees who meet retirement eligibility with twenty years of service will pay 80% of the cost of the premium for the health plan elected at retirement, provided the retiree was enrolled in the health plan prior to retirement. For each additional year of service up to 30 years, the employee shall qualify for an additional 1% per year of service reduction in premium cost, resulting in the employee paying 70% of the premium.

Note: Former employees who enrolled in and subsequently terminated their Retiree coverage or who declined continuing the coverage upon leaving employment with the City are not eligible for this option.



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

2. Retiree premiums will be stabilized with a 60/40 premium split ratio. The retiree would pay 60% of the premium and the city would pay 40%. Reformulation of the premium split will occur over a three year period arriving at the 60/40 ratio by Plan year 2019/2020. Retiree premiums for each subsequent plan year will be established annually at plan renewal and will continue to be split at a 60/40 ratio.

Staff recommends the approval of the language, plan changes, and proposed premium rates as presented in the attached materials.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, Human Resources Director

MWC Projected FY 2017/2018 Employee Life and Health Premium Break Down - Moving Everyone to the PREFERRED NETWORK 7.2 RENEWAL

Active Employees

BLUE PREFERRED NETWORK

Tier	2016/2017 Monthly Premium	2017/2018 Monthly Premium	\$ Increase to Monthly Premium	2017/2018 Monthly Increase to EE	2017/2018 Monthly Increase to City	2016/2017 EE Monthly Premium	2017/2018 EE Monthly Premium	2016/2017 EE Bi-Weekly Premium	2017/2018 EE Biweekly Premium	2017/2018 Bi-Weekly Increase EE	2016/2017 City Monthly Premium	2017/2018 City Monthly Premium	2016/2017 City Bi-Weekly Premium	2017/2018 City Biweekly Premium	2017/2018 Bi-Weekly Increase City
EE Only	454.06	486.65	32.59	16.30	16.30	75.09	91.39	34.6569	42.1777	7.5208	378.97	395.27	174.91	182.4300	7.5208
EE & Sp	1,033.21	1,107.36	74.15	37.07	37.07	337.21	374.29	155.6354	172.7469	17.1115	696.00	733.08	321.23	338.3423	17.1115
EE & Ch	749.01	802.76	53.75	26.88	26.88	293.76	320.64	135.5815	147.9854	12.4038	455.25	482.13	210.12	222.5192	12.4038
EE & Fam	1,318.14	1,412.74	94.60	47.30	47.30	378.81	426.11	174.8331	196.6638	21.8308	939.34	986.64	433.54	455.3700	21.8308

REVENUES:

Tier	Census	2017/2018 Bi-Weekly Premium	2017/2018 EE Annual Revenue	2017/2018 City Bi-Weekly Premium	2017/2018 City Annual Revenue
EE Only	169	42.18	185,338.92	182.43	801,597.42
EE & Sp	51	175.75	233,044.50	338.34	448,638.84
EE & Ch	50	147.99	192,387.00	222.52	289,276.00
EE & Fam	159	196.22	811,173.48	455.37	1,882,499.58
			1,421,943.90		3,422,011.84
				Total:	4,843,955.74

REVENUES:

Tier	Census	2016/2017 City Monthly Premium	2017/2018 City Monthly Premium	2017/2018 City Annual Revenue
EE Only	169	31.80	31.80	64,490.40
EE & Sp	51	63.62	63.62	38,935.44
EE & Ch	50	73.16	73.16	43,896.00
EE & Fam	159	111.56	111.56	212,856.48
			Total:	360,178.32

TOTAL DENTAL REVENUES:	360,178.32
TOTAL MEDICAL:	4,843,955.74
ACTIVE EMPS. TOTAL MED. & DENTAL REVENUE:	5,204,134.06

Pre-65 Retirees

BLUE PREFERRED NETWORK

Tier	2016/2017 Monthly Premium	2017/2018 Monthly Premium	\$ Increase to Monthly Premium	2017/2018 Monthly Increase to RE	2017/2018 Monthly Increase to City	2016/2017 RE Monthly Premium	2017/2018 RE Monthly Premium	2016/2017 City Monthly Premium	2017/2018 City Monthly Premium	2017/2018 Monthly Premium
RE Only	454.06	486.65	32.59	16.30	16.30	338.38	354.68	115.68	131.98	486.65
RE & Sp	1033.21	1,107.36	74.15	37.07	37.07	500.15	537.23	533.06	570.14	1,107.36
RE & Ch	749.01	802.76	53.75	26.88	26.88	464.99	491.87	284.02	310.90	802.76
RE & Fam	1318.14	1,412.74	94.60	47.30	47.30	607.29	654.59	710.86	758.16	1,412.74

Tier	Census	2017/2018 RE Monthly Premium	2017/2018 RE Annual Revenue	2017/2018 City Monthly Premium	2017/2018 City Annual Revenue	Tier	Census	2016/2017 RETIREE Monthly Premium	2017/2018 RETIREE Monthly Premium	2017/2018 RETIREE Annual Revenue
RE Only	37	354.68	157,477.92	131.98	58,599.12	RE Only	37	31.80	31.80	14,119.20
RE & Sp	50	537.23	322,338.00	570.14	342,084.00	RE & Sp	50	63.62	63.62	38,172.00
RE & Ch	7	491.87	41,317.08	310.9	26,115.60	RE & Ch	7	73.16	73.16	6,145.44
RE & Fam	16	654.59	125,681.28	758.16	145,566.72	RE & Fam	16	111.56	111.56	21,419.52
			646,814.28		572,365.44				TOTAL:	79,856.16
				TOTAL:	1,219,179.72				TOTAL MEDICAL:	1,219,179.72

TOTAL DENTAL REVENUES:	79,856.16
TOTAL MEDICAL:	1,219,179.72
PRE-65 RETIREE TOTAL MED. & DENTAL REVENUE:	1,299,035.88

Post-65 Retirees

BLUE PREFERRED NETWORK

Tier	2016/2017 Monthly Premium	2017/2018 Monthly Premium	\$ Increase to Monthly Premium	2017/2018 Monthly Increase to RE	2017/2018 Monthly Increase to City	2016/2017 RE Monthly Premium	2017/2018 RE Monthly Premium	2016/2017 City Monthly Premium	2017/2018 City Monthly Premium	2017/2018 Monthly Premium
RE Only	318.54	341.4	22.86	11.43	11.43	294.88	306.31	23.67	35.10	341.40
RE & Sp	724.84	776.86	52.02	26.01	26.01	450.02	476.03	274.83	300.84	776.86

REVENUES:

Tier	Census	2017/2018 RE Monthly Premium	2017/2018 RE Annual Revenue	2017/2018 City Monthly Premium	2017/2018 City Annual Revenue
RE Only	21	306.31	77,190.12	35.1	8,845.20
RE & Sp	25	476.03	142,809.00	300.84	90,252.00
			219,999.12		99,097.20
				TOTAL:	319,096.32

Dental Revenue:

Tier	Census	2016/2017 RETIREE Monthly Premium	2017/2018 RETIREE Monthly Premium	2017/2018 RETIREE Annual Revenue
RE Only	21	31.80	31.80	8,013.60
RE & Sp	25	63.62	63.62	19,086.00
			TOTAL:	27,099.60

TOTAL DENTAL REVENUES:	27,099.60
TOTAL MEDICAL:	319,096.32
POST-65 RETIREE TOTAL MED. & DENTAL REVENUE:	346,195.92

GRAND TOTAL ALL CATERGORIES DENTAL:	467,134.08
GRAND TOTAL ALL CATERGORIES BOTH NETWORKS MED.:	6,382,231.78
GRAND TOTAL ALL CATERGORIES Med. & Dental:	6,849,365.86

DRAFT

MIDWEST CITY EMPLOYEE HEALTH PREMIUMS PREFERRED NETWORK ONLY-7.2% RENEWAL

EFFECTIVE JULY 1, 2017 TO June 30, 2018

ACTIVE EMPLOYEES-BLUE PREFERRED

Tier	2017/2018 EE <u>Monthly</u> Premium	2017/2018 EE Biweekly Premium	2017/2018 City Monthly Premium	2017/2018 City Biweekly Premium	2017/2018 Monthly Health premium	2017/2018 City Paid Dental
EE Only	91.39	42.18	395.27	182.43	486.66	31.80
EE & Sp	374.29	172.75	733.08	338.34	1107.37	63.62
EE & Ch	320.64	147.99	482.13	222.52	802.77	73.16
EE & Fam	426.11	196.66	986.64	455.37	1412.75	111.56

RETIREES PRE-65-BLUE PREFERRED

Tier	2017/2018 RE Monthly Premium	2017/2018 City Monthly Premium	TOTAL MONTHLY HEALTH PREMIUM	Retiree Paid Dental	Retiree Paid Life	Retiree Monthly Total
RE Only	354.68	131.98	486.66	31.8	2.30	388.78
RE & Sp	537.23	570.14	1107.37	63.62	2.30	603.15
RE & Ch	491.87	310.9	802.77	73.16	2.30	567.33
RE & Fam	654.59	758.16	1412.75	111.56	2.30	768.45

RETIREES POST-65-BLUE PREFERRED

Tier	2017/2018 RE Monthly Premium	2017/2018 City Monthly Premium	TOTAL MONTHLY HEALTH PREMIUM	Retiree Paid Dental	Retiree Paid Life	Retiree Monthly Total
RE Only	306.31	35.10	341.41	31.80	2.30	340.41
RE & Sp	476.03	300.84	776.87	63.62	2.30	541.95



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1207
ghenson@midwestcityok.org
www.midwestcityok.org

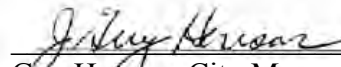
To: Honorable Mayor and Council

From: Guy Henson, City Manager

Date: March 28, 2017

Re: Discussion and consideration of naming Mrs. Catherine Wilson, Human Resources Director as Lead Negotiator, Police Chief Brandon Clabes, Mr. Sivilay Manisy, Human Resources Officer as the City's representative bargaining team working with the City Manager for the purposes of collective bargaining under the provisions of the Oklahoma Fire and Police Arbitration Act (FPAA) for the Fiscal Year (FY) 2017/2018 successor Collective Bargaining Agreement between the City of Midwest City and the Fraternal Order of Police Lodge 127.

Staff recommends approval.



Guy Henson, City Manager



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: March 28th, 2017

Subject: Discussion and consideration of entering into and approving an amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$16,300 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40.

The accompanying proposed amendment to the agreement is for additional engineering services needed to design engineered construction plans and provide onsite inspection for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40. Additional design work became necessary as more project information became available. The work is necessary for the upcoming State Project, J/P 28854(06), ODOT's project reconstructing the I-40 overpass at Sooner Road. The existing water mains will be in conflict with the proposed longer bridge span and the reconstructed on/off ramps serving the intersection. The water lines will be relocated to the east to avoid the project.

Note that the fees for this design are 100% reimbursable to the City from ODOT. When the design is complete, ODOT refunds the City the cost of the plans.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.
City Engineer



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
 City of Midwest City
 Midwest City, Oklahoma
 Project No. 16078590**

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Midwest City (Owner) and GARVER, LLC (GARVER), dated December 13, 2016 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

Supplemental survey to locate existing waterlines not captured in the original survey.

Additional work in obtaining a working set of project files from ODOT.

The original contract is hereby modified as follows:

SECTION 1 – SCOPE OF SERVICES

Supplemental Survey

There are some discrepancies in the location of the existing 6-inch waterline from the northeast corner of Sooner Road and the north I-40 Service Road to the proposed I-40 waterline crossing. In addition, the existing survey does not address how the waterlines intersect at Center Drive and the North I-40 Service Road, which is information necessary to complete the design. Garver will provide the additional design survey to locate existing waterlines and their configuration.

Additional Work

The initial ODOT plan set for the I-40 and Sooner Road intersection provided to Garver was utilized to develop the contracted waterline design; however, the initial ODOT plan set was not the correct plan set. Once discovered, Garver requested and after significant coordination, was able to obtain the correct ODOT plan set. Upon inspection, sufficient differences existed between the initial and correct ODOT plan set; these differences require redesign of the waterline. This Additional Work captures the time necessary to obtain the correct ODOT plan set, rectify the inconsistencies between the two sets, and adjust the waterline design accordingly.

Schedule for Additional Services

Garver shall begin work under this amendment within ten (10) days of a Notice to Proceed. Discounting unforeseen conditions and circumstances beyond Garver’s control, and the time associated with Client and Client review, Garver shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Additional Surveys	30 days from start date
Additional Preliminary Design	30 days from receipt of completed survey
Additional Final Design	30 days from Approval of Preliminary Design



SECTION 2 - PAYMENT

For the additional work described above the Owner will pay GARVER on a lump sum basis. The table below presents fee amounts for the additional services.

MODIFIED WORK DESCRIPTION	FEE AMOUNT
Additional Design Services	\$ 12,800
Additional Survey	\$ 3,500
TOTAL FEE MODIFICATION	\$ 16,300

The additional lump sum amount to be paid under this amendment is **\$16,300**.

SECTION 3 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 ODOT Engineering Approval J/P 28854(04), J2-8854(004), J/P-8854(06) Utilities, NHPPI-4000-(030)UT, Oklahoma County I-40
 - 8.1.2 Garver Fee Summary and Rate Schedule

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the



date last written below.

City of Midwest City

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Matthew D. Dukes II
Printed Name

Name: Michael J. Graves
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: March 3, 2017

Attest: _____

Attest: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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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 : March 28th, 2017

SUBJECT : Discussion and consideration of entering into a joint use agreement and cooperative construction and maintenance agreement and a resolution for the Federal-Aid Project Number TAP-255D(329)AG, State Job Number 31436(04), with the Oklahoma Department of Transportation for the upcoming S.E. 29th Street Trail from Sooner Road to Air Depot Boulevard.

The following agreement and resolution is for the S.E. 29th Street Trail from Sooner Road to Air Depot Boulevard. The agreement will allow the City to construct and maintain the trail underneath the I-40 overpass.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

JOINT USE AGREEMENT AND COOPERATIVE CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS JOINT USE AGREEMENT AND COOPERATIVE CONSTRUCTION AND MAINTENANCE AGREEMENT is entered into by and between the Oklahoma Department of Transportation, hereinafter ODOT, and the City of Midwest City, hereinafter CITY, for the following intent and purposes.

WHEREAS, ODOT presently owns certain rights-of-way for Interstate Highway No. 40 and is identified as Federal Aid Project No. I-40-5(3)156, generally described as Interstate 40 from S.E. 29th to Air Depot Ave. crossing in part of the NE/4 NE/4, Section 16, T11N, R2W in the City of Midwest City, Oklahoma County; and

WHEREAS, a portion of the Trail Construction ("Project") authorized by the CITY includes the construction of an off road multi-purpose paved trail which will provide for walking, bicycling and running opportunities for citizens as proposed in the Project, with the trail running under and parallel along portions of Interstate Highway No. 40; and

WHEREAS, the construction plans for the Project have been approved by the City Council of the City of Midwest City and designated as Trail Construction Project No. FAP-TAP-255D(329)AG and JP31436(04) ("Plans"); and

WHEREAS, ODOT shall review and approve the final construction plans for the Project designated as Trail Construction Project No. FAP-TAP-255D(329)AG and JP31436(04) ("Plans") before construction begins; and

WHEREAS, ODOT has indicated its willingness to approve the Project and to execute this Agreement with the CITY to authorize the construction, operation, and maintenance of the project, through that portion of Interstate Highway No. 40 in the City of Midwest City and authorizing the CITY to construct said project, subject to approval of the Plans by ODOT.

WITNESSETH: That ODOT, for and in consideration of the sum of One Dollar (\$1.00), receipt of which from the CITY is hereby acknowledged, and the covenants, concessions, agreements, and stipulations of the CITY herein expressed does hereby grant by this **Joint Use Agreement And Cooperative Construction And Maintenance Agreement** to allow the CITY to use the Premises and airspace located through that portion of Interstate Highway No. 40, as shown on the plans titled "Trail Construction Project No. FAP-TAP-255D(329)AG and JP31436(04) ", prepared by Midwest City Community Development Engineering Division, marked Exhibit "A", for the purposes of this Agreement, subject to and in accordance with the terms and conditions hereinafter stated. Said Premises being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

Together with the appurtenances, fixtures, rights, privileges and easements thereunto belonging or appertaining, EXCEPTING THEREFROM, that portion of the Premises occupied or to be occupied by the supports and foundations of the highway including expansion or relocation in the future, all the airspace above said highway structures and the airspace below said highway structures to a plane two (2) feet below the underside or soffit of said highway where said airspace is not occupied by light fixtures approved by the ODOT; provided that no light fixture on a pole may extend closer than two (2) feet to the underside of soffit of said highway structures shown on the plans.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- (1) The Premises shall be used during the tenancy hereof exclusively for the purpose of, the construction, operation and maintenance of the Project and facilities directly necessary for the construction, operation and maintenance of the Project. Vehicle access to the Premises directly from the established grade lines of Interstate Highway No. 40 is specifically prohibited.
- (2) The established limits of access for Interstate Highway No. 40 Limited Access Highway Facilities will remain the same.
- (3) The CITY will take appropriate initial and continuing steps to assure that no pedestrian will have access to Interstate Highway No. 40 at any time.
- (4) The CITY shall, at its sole expense be responsible for all maintenance activities associated with the trail and all appurtenances.
- (5) CITY shall not install facilities for, nor operate on the Premises, a gasoline supply station nor shall vehicles used or designed for the transportation of gasoline or petroleum products be permitted on the Premises; nor shall bulk storage of gasoline or petroleum products or any other types of flammable or other combustible materials, explosive corrosive materials, or other materials defined as "toxic" or "hazardous" wastes pursuant to federal, state or local law, be permitted on the Premises.
- (6) No permanent improvements or alterations shall be made in, on, or upon the Premises without the consent and approval of ODOT first and obtained, in writing, under penalty of cancellation of this Agreement.
- (7) No materials, supplies, equipment, vehicles, personal property of any nature will be stored on the Premises.
- (8) The CITY agrees: (a) to pay all taxes and assessments that may be legally assessed on CITY's possessory interest, or on any improvements or equipment placed by CITY on said Premises during the continuance of the tenancy hereby created; (b) to pay all charges for water furnished to the herein described Premises, if any; and (c) to pay all charges for electricity furnished or supplied to or upon any part of the Premises through a meter to be contracted for by the CITY.
- (9) No signs, displays or devices shall be erected on the Premises designated in this Agreement without obtaining written approval of ODOT.
- (10) The CITY shall, at its sole expense, keep and maintain the Premises free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition. The CITY shall keep the Premises adequately lighted and under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. The CITY also agrees not to permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to rise above the grade line of the highway.
- (11) The CITY shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, CITY's use of the Premises.

- (12) The CITY, at its sole cost and expense, shall replace any and all right-of-way fencing that spanned said Premises, and all improvements constructed by CITY thereon in a reasonable manner. The CITY shall take all steps necessary to effectively protect the fences and guard rails, and piers and columns of the elevated highway from damage incident to the CITY's use of such Premises, all without expense to the ODOT.

CITY shall be responsible for any and all damages to ODOT owned fences, guard rails, piers or columns in any way resulting from or attributable to the use and occupancy of said Premises by the CITY or any person entering upon the same with the consent of the CITY, express or implied. Plans for any future improvements, including driveways, fence openings, wheel rails, surfacing and lighting shall be filed with and approved by ODOT and the FHWA in writing prior to the commencement of any work hereunder by the CITY.

CITY agrees to and indemnify from all claims for damages to the Premises as a result of any drainage for Interstate Highway No. 40 including but not limited to, seasonal salting of the roadway.

The City of Midwest City is self-insured pursuant to the Governmental Tort Claims Act, 51 Oklahoma § 151, et seq., and the Worker's Compensation Act, 85 Oklahoma § I, et seq.

The CITY agrees to the extent provided by Oklahoma law that it will be responsible for any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the CITY or those holding under the CITY, and that the CITY shall be responsible for any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever occasioned by the neglect of the CITY and shall be responsible for any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the CITY in any respect to comply with and perform all the requirements and provisions hereof.

- (13) When the commencement of any inspection, repair, painting, maintenance, safety or construction work on the highway or highway and/or bridge structures is anticipated by ODOT agrees to give written notice of same to the CITY stating the location and nature of the anticipated work in reasonably sufficient time and detail.

The CITY agrees to occupy and use said Premises at its own risk and expense and subject to which the exemptions and limitations provide for by Constitution and laws of the State of Oklahoma to save ODOT, its officers, agents, and employees, harmless from any and all claims (including any which may arise from the dropping of paint and/or other objects from the freeway and/or bridge structures) for damage to property or injury to, or death of, any person, entering upon same with CITY's consent, expressed, or implied.

- (14) No holding over by CITY shall operate to renew this Agreement without the written consent of ODOT and FHWA endorsed thereon. Should the CITY hold over after the expiration of the term of this Agreement, with the consent of the ODOT and FHWA, expressed or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all terms and conditions of this Agreement so far as applicable.

- (15) CITY and ODOT agree that any present and/or future construction, reconstruction or maintenance of Interstate Highway No. 40 that may temporarily occupy the "PROJECT" on ODOT premises will not constitute use of a Section 4(f) property. This agreement constitutes a documented agreement of the officials with jurisdiction over the Section 4(f) resource (Trail) under 23 CFR 774.13(d)(5).
- (16) ODOT and FHWA specifically reserves the right-of-entry by any authorized officer, engineer, employee, contractor, or agent of ODOT and FHWA for the purpose of inspecting said Premises or the doing of any and all acts necessary or proper on said Premises in connection with the protection, maintenance, painting, and operation of the freeway structures and its appurtenances; provided further, that ODOT and FHWA reserves the further right at its discretion, to immediate possession of the same only for the construction and maintenance of Interstate Highway No. 40 or in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said freeway structures.
- (17) ODOT hereby covenants and agrees with the CITY that the CITY, keeping and performing the covenants and agreements herein contained on the part of the CITY to be kept and performed, shall at all times during the said tenancy peaceably and quietly have, hold and enjoy the Premises; provided, however, and it is further agreed, that if the CITY shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by said CITY; or if CITY discontinues use of any part of the Premises for more than a continuous period of one hundred eighty (180) days; or if CITY attempts to sell or assign these Premises; said act or acts of omission or commission may at the option of ODOT constitute a forfeiture of all rights under this Agreement.
- (18) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, the CITY will peaceably and quietly leave, surrender, and yield up to ODOT the Premises in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, public calamity, by the elements, by act of God, or by circumstances over which the CITY has no control excepted, except any improvements, signs, or appurtenances placed on the Premises pursuant to any provision hereof shall be removed by CITY upon the termination of this Agreement and said Premises shall be restored to their previous condition with the exception of surfacing, wheel rails, column guards and landscaping, all at the sole expense of the CITY; provided, that if any such improvements, signs or appurtenances are not so removed after thirty (30) day's written notice from the ODOT to the CITY, ODOT may proceed to remove the same and to restore the same to Premises to their previous condition at the CITY's expense.
- (19) Time is the essence of each and all of the terms and provisions of this Agreement.

- (20) Notwithstanding any provisions herein to the contrary, this Agreement may in accordance with Oklahoma law be terminated at any time by either party upon providing ninety (90) days prior notice in writing to ODOT's Facilities Management Division, 200 NE 21" Street, Oklahoma City, Oklahoma, 73105 or the City of Midwest City, Department of Public Works, 100 N. Midwest Blvd, Midwest City, Oklahoma 73110 and the provisions of this Agreement may be altered, changed, or amended by mutual consent of the parties, ODOT and CITY only in writing and executed by ODOT and CITY. In addition, if at the time the CITY terminates this Agreement, the entire cost of the CITY's improvements has not been amortized over the remaining term, those improvements shall become the property of ODOT, and ODOT shall not refund or otherwise reimburse the CITY for the remaining unamortized cost of the improvements.
- (21) CITY agrees to perform work on the Premises as follows:
- A. Construct Trail Contraction Project No. FAP-TAP-255D(329)AG and JP31436(04) improvements and appurtenances thereto including, without limitation, pedestrian ways, landscaping, trails and lighting, in accordance with the Plans.
 - B. Adequately maintain and police these facilities in a satisfactory manner.
 - C. No attachments to any bridge structure shall be made without the prior written approval of ODOT.
- (22) CITY further agrees to diligently pursue the performance of the above-described work and to give ODOT's Division Engineer, Division Four Office, P.O. Box 471, Perry, Oklahoma, 73077, thirty (30) days prior notice in writing before the start of any phase of the Project in order that an inspection may be made during the progression of the work.
- (23) It is understood and agreed by and between the parties hereto that the CITY shall first obtain permission thirty (30) days prior notice in writing from ODOT's Division Engineer, Division Four Office, P.O. Box 471, Perry, Oklahoma, 73077, to install additional lighting facilities in the event CITY desires such facilities. All additional lighting facilities shall be installed at CITY's expense.
- (24) The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefits of any approved successors or assignees of the CITY and ODOT.
- (25) It is to be understood that ODOT by execution of this Agreement with the CITY for the use of the Premises for the Project, does not impair or relinquish the ODOT's right to use such land for right-of-way purposes when it is required for the repair, construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the Premises by the CITY under this Agreement ever be construed as abandonment by ODOT of such land acquired for highway purposes.

- (26) It is expressly understood by the parties that ODOT is at this time in the process of evaluating various options for the repair, reconstruction and/or relocation of Interstate Highway No. 40. CITY understands and agrees that in the event ODOT does, during the term of this Agreement, reconstruct and/or relocate Interstate Highway No. 40 that:
- A. Such inspection, repair, reconstruction and/or demolition may require the temporary closing of that portion of Interstate Highway No. 40 on the Premises for an extended period of time, which demolition and/or relocation activity ODOT shall be able to perform without compensation to CITY;
 - B. The airspace rights granted to CITY pursuant to this Agreement are subject to change in the event that reconstruction and/or demolition, changes the elevation of Interstate Highway No. 40;
 - C. The expense of any and all maintenance, operation expenses and or relocation of said trail on Premises shall be born solely by the CITY. The CITY is not entitled to any acquisition or relocation benefits under 49 CFR Part 24 (Uniform Act).
- (27) During the performance of this agreement, the City, for itself, its assignees, and successors in interest agrees Title VI appendix A as follows:

1. Compliance with Regulations: The CITY (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The CITY, with regard to the work performed by it during the Project, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CITY for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the CITY of the obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish the information, the CITY will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The CITY will include the provisions of paragraphs one through six in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CITY will take action with respect to any contract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CITY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the CITY may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CITY may request the United States to enter into the litigation to protect the interests of the United States.

(26) During the performance of this agreement, the CITY, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(27) The CITY assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the CITY.

Specifically, the following discriminatory actions are prohibited:

- 1) In providing any aid, benefit, or service, the CITY will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
 - a. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
 - b. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
 - c. Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons without disabilities.

- d. Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
 - e. Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
 - f. Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
 - g. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- 2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- 3) Even if separate or different aids, benefits or services are available to persons with a disability, the CITY will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
- 4) The CITY will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
- a. That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
 - b. That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
 - c. That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.

- 5) In determining the site or location of a facility, the CITY will not make selections:
 - a. That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
 - b. That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- 6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

Future Effect of Assurances

Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- 1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- 2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- 3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.
- 4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

Notice

The CITY will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the CITY that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

Effect of State or local law

The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

- (28) CITY will advise all parties with whom it contracts for the maintenance and/or operation of the Trail Contraction Project No. FAP-TAP-255D(329)AG and JP31436(04) of the terms of this Agreement.

IN WITNESS WHEREOF, the Chief Engineer of the Oklahoma Department of Transportation, pursuant to authority vested in him by the Oklahoma Transportation Commission, has hereunto subscribed his name as Chief Engineer of the Oklahoma Department of Transportation, and the Mayor of the City of Midwest City has executed same pursuant to authority prescribed by law.

Approved and executed on this _____ day of _____, 2017 by CITY OF MIDWEST CITY and the OKLAHOMA DEPARTMENT OF TRANSPORTATION:

ATTEST:

CITY OF MIDWEST CITY

CITY CLERK
(City Seal)

By: _____
MAYOR

APPROVED as to form and legality
this _____ day of _____, 2016

By: _____
Municipal Counselor

APPROVED as to form and legality
this _____ day of _____, 2016

**OKLAHOMA DEPARTMENT
OF TRANSPORTATION**

By: _____
Attorney for Oklahoma
Department of Transportation

By: _____
**CASEY SHELL
CHIEF ENGINEER**

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, within and for the above named County and State, on this, _____ day of _____, 2016, personally appeared Casey Shell to be known to be the Chief Engineer of the Oklahoma Department of Transportation, and the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Chief Engineer of the Oklahoma Department of Transportation, as his free and voluntary act and deed, and as the free and voluntary act and deed of the Oklahoma Department of Transportation, for the uses and purposes therein set forth.

My Commission Expires: _____
My Commission Number: _____

Notary Public

RESOLUTION

A RESOLUTION APPROVING THE TRAIL CONTRACTION
PROJECT NO. FAP-TAP-255D(329)AG AND JP31436(04)

WHEREAS, with the permission of the State of Oklahoma, ex rel., the Oklahoma Department of Transportation, and the City of Midwest City proposes to construct and operate a multipurpose trail system with associated public amenities such as landscaping, sidewalks, trails, and lighting along Interstate Highway No. 40 and rights-of-way within The City of Midwest City as shown by the drawings and plans attached hereto and incorporated herein by reference; and,

WHEREAS, preliminary thereto, the approval of said plans by Midwest City Community Development Engineering Division has been requested by The City of Midwest City; and,

WHEREAS, said plans have been reviewed and approved by the City Engineer and Assistant City Manager of The City of Midwest City and this Council finds said plans to be in the best interests of The City of Midwest City;

NOW, THEREFORE, BE IT RESOLVED that the attached plans be and are hereby approved: ADOPTED and APPROVED by the Council of The City of Midwest City on this day of _____, 2016.

ATTEST:

City Clerk

By: _____
MAYOR

Approved as to Form and Legality this ___ day of _____, 2017

Municipal Counselor



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

ENGINEERING DIVISION
Patrick Menefee, City Engineer
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

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

TO : Honorable Mayor and City Council

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

DATE : March 28, 2017

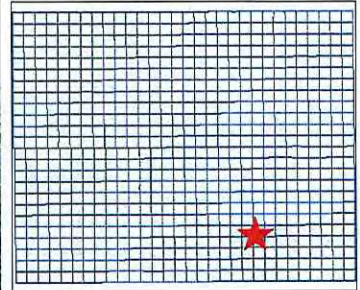
SUBJECT : Discussion and consideration of accepting a grant of Permanent Easement from Packing House Investments, L.L.C., across a certain tract of land within the corporate boundaries of Midwest City in the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma.

The tract is located near the north east corner of SE 29th Street and South Hiwassee Road. The easement is needed for a future water line extension.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments



Legend

- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Apr 19th, 2007)
- County Background



Scale: 1:4,298

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

ATTACHMENT A

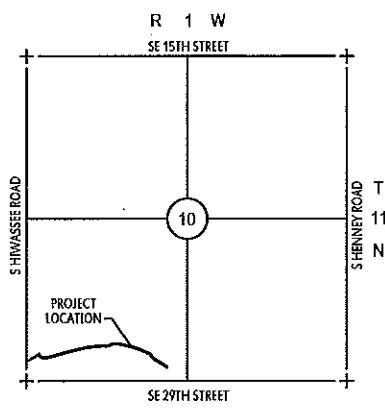


SCALE: 1" = 300'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = WEST LINE OF THE SW/4 OF SECTION 10, T11N, R1W, I.M. (N00°04'20"W)



LOCATION MAP

SCALE: 1" = 3000'

Line Table

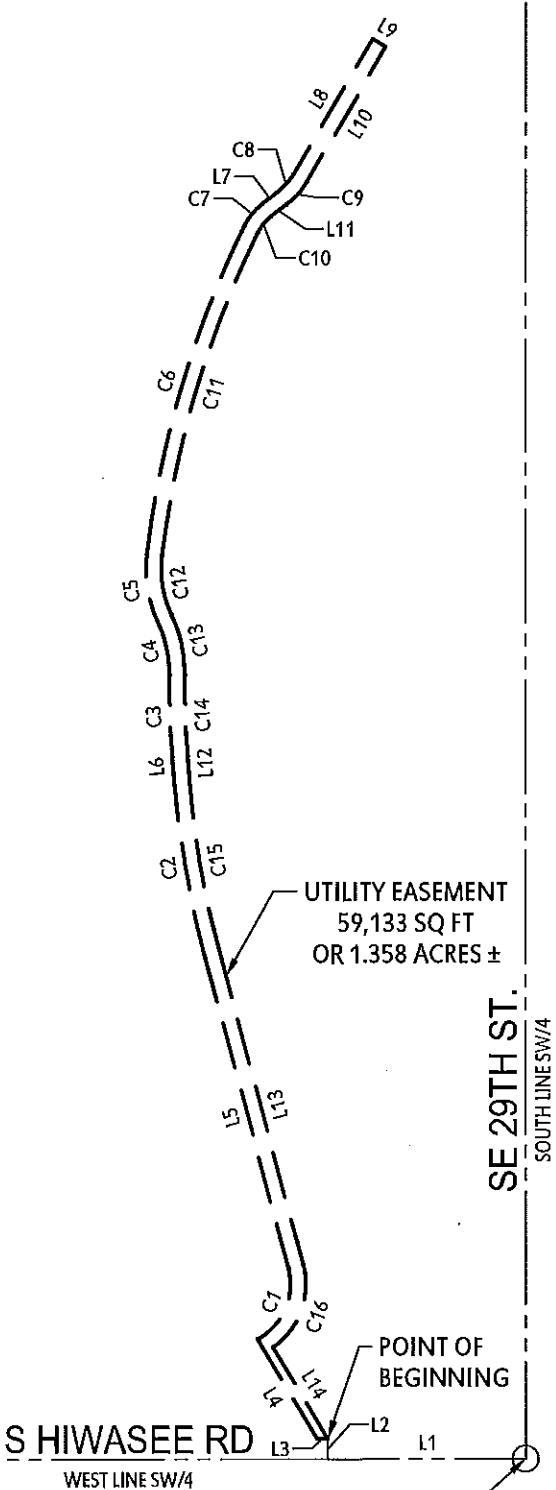
Line #	Length	Direction
L1	325.08'	N00°04'20"W
L2	33.00'	N89°55'40"E
L3	17.52'	N00°04'20"W
L4	190.08'	N58°49'11"E
L5	523.33'	N74°48'30"E
L6	26.18'	N85°40'34"E
L7	31.37'	S36°49'45"E
L8	255.78'	S59°17'41"E
L9	25.00'	S30°42'19"W
L10	255.78'	N59°17'41"W

Line Table

Line #	Length	Direction
L11	31.37'	N36°49'45"W
L12	26.18'	S85°40'34"W
L13	523.33'	S74°48'30"W
L14	174.08'	S58°49'11"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	136.68'	100.00'	078°18'46"	S66°02'07"E	126.29'
C2	303.49'	1600.00'	010°52'04"	N80°14'32"E	303.03'
C3	133.31'	1627.69'	004°41'34"	N88°01'21"E	133.27'
C4	89.91'	200.00'	025°45'24"	N77°29'26"E	89.15'
C5	113.49'	200.00'	032°30'43"	N80°52'05"E	111.97'
C6	557.69'	1677.69'	019°02'46"	S73°21'10"E	555.13'
C7	47.13'	100.00'	027°00'03"	S50°19'46"E	46.69'
C8	39.21'	100.00'	022°27'57"	S48°03'43"E	38.96'
C9	49.01'	125.00'	022°27'57"	N48°03'43"W	48.70'
C10	35.34'	75.00'	027°00'03"	N50°19'46"W	35.02'
C11	549.38'	1652.69'	019°02'46"	N73°21'10"W	546.85'
C12	99.30'	175.00'	032°30'43"	S80°52'05"W	97.98'
C13	101.15'	225.00'	025°45'24"	S77°29'26"W	100.30'
C14	131.26'	1602.69'	004°41'34"	S88°01'21"W	131.23'
C15	298.75'	1575.00'	010°52'04"	S80°14'32"W	298.30'
C16	153.96'	125.00'	070°34'18"	N69°54'21"W	144.41'



UTILITY EASEMENT
59,133 SQ FT
OR 1.358 ACRES ±

SE 29TH ST.
SOUTH LINE SW/4

POINT OF BEGINNING

S HIWASEE RD
WEST LINE SW/4

POINT OF COMMENCEMENT
SW CORNER OF SW/4 OF
SECTION 10, T11N, R1W, I.M.



Jennifer L. Whitey, RPLS 1517

Date

UTILITY EASEMENT

300 Poinla Parkway Blvd. Yukon, Oklahoma 73099		SHEET NO.: 1 of 2
Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com		DATE: 2/24/2017
CERTIFICATE OF AUTHORIZATION CA 973 (PCLAS) DPRLS 6/30/2018		PROJECT NO.: 16614200

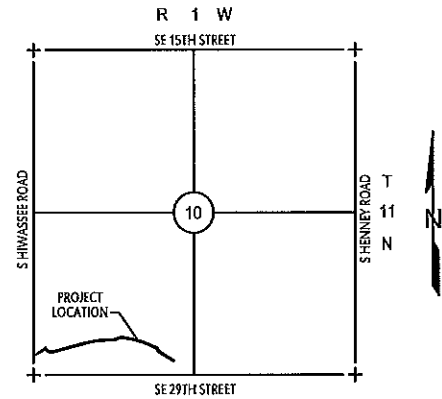
LEGAL DESCRIPTION

A utility easement situate within the Southwest Quarter (SW/4) of Section Ten (10) Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian (I.M.), Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING from the SW Corner of said SW/4; thence N 00° 04' 20" W along the West line of said SW/4 a distance of 325.08 feet; thence N 89° 55' 40" E and perpendicular to said West line a distance of 33.00 feet to the POINT OF BEGINNING; thence N 00° 04' 20" W and parallel to the said West line a distance of 17.52 feet; thence N 58° 49' 11" E a distance of 190.08 feet to a point on a curve; thence along a curve to the left having a distance of 136.68 feet, a radius of 100.00 feet, subtended by a chord of 126.29 feet which bears S 66° 02' 07" E; thence N 74° 48' 30" E a distance of 523.33 feet to a point on a curve; thence along a curve to the right having a distance of 303.49 feet, a radius of 1600.00 feet, subtended by a chord of 303.03 feet which bears N 80° 14' 32" E; thence N 85° 40' 34" E a distance of 26.18 feet to a point on a curve; thence along a curve to the right having a distance of 133.31 feet, a radius of 1627.69 feet, subtended by a chord of 133.27 feet which bears N 88° 01' 21" E; thence along a curve to the left having a distance of 89.91 feet, a radius of 200.00 feet, subtended by a chord of 89.15 feet which bears N 77° 29' 26" E; thence along a curve to the right having a distance of 113.49 feet, a radius of 200.00 feet, subtended by a chord of 111.97 feet which bears N 80° 52' 05" E to a point of compound curvature; thence along a curve to the right having a distance of 557.69 feet, a radius of 1677.69 feet, subtended by a chord of 555.13 feet which bears S 73° 21' 10" E to a point of compound curvature; thence along a curve to the right having a distance of 47.13 feet, a radius of 100.00 feet, subtended by a chord of 46.69 feet which bears S 50° 19' 46" E; thence S 36° 49' 45" E a distance of 31.37 feet to a point on a curve; thence along a curve to the left having a distance of 39.21 feet, a radius of 100.00 feet, subtended by a chord of 38.96 feet which bears S 48° 03' 43" E; thence S 59° 17' 41" E a distance of 255.78 feet; thence S 30° 42' 19" W a distance of 25.00 feet; thence N 59° 17' 41" W a distance of 255.78 feet to a point on a curve; thence along a curve to the right having a distance of 49.01 feet, a radius of 125.00 feet, subtended by a chord of 48.70 feet which bears N 48° 03' 43" W; thence N 36° 49' 45" W a distance of 31.37 feet to a point on a curve; thence along a curve to the left having a distance of 35.34 feet, a radius of 75.00 feet, subtended by a chord of 35.02 feet which bears N 50° 19' 46" W; thence along a curve to the left having a distance of 549.38 feet, a radius of 1652.69 feet, subtended by a chord of 546.85 feet which bears N 73° 21' 10" W; thence along a curve to the left having a distance of 99.30 feet, a radius of 175.00 feet, subtended by a chord of 97.98 feet which bears S 80° 52' 05" W to a point of reverse curvature; thence along a curve to the right having a distance of 101.15 feet, a radius of 225.00 feet, subtended by a chord of 100.30 feet which bears S 77° 29' 26" W to a point of reverse curvature; thence along a curve to the left having a distance of 131.26 feet, a radius of 1602.69 feet, subtended by a chord of 131.23 feet which bears S 88° 01' 21" W; thence S 85° 40' 34" W a distance of 26.18 feet to a point on a curve; thence along a curve to the left having a distance of 298.75 feet, a radius of 1575.00 feet, subtended by a chord of 298.30 feet which bears S 80° 14' 32" W; thence S 74° 48' 30" W a distance of 523.33 feet to a point on a curve; thence along a curve to the right having a distance of 153.96 feet, a radius of 125.00 feet, subtended by a chord of 144.41 feet which bears N 69° 54' 21" W; thence S 58° 49' 11" W a distance of 174.08 feet to the POINT OF BEGINNING.

Said tract contains 59,133 Sq Ft or 1.358 Acres, more or less.

ATTACHMENT A




LOCATION MAP

SCALE: 1" = 3000'

Jennifer L. Whitey, RPLS 1517

Date



UTILITY EASEMENT	
300 Poinle Parkway Blvd. Yukon, Oklahoma 73099	
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	SHEET NO.: 2 of 2 DATE: 2/24/2017 PROJECT NO.: 16614200
	<small>CERTIFICATE OF AUTHORIZATION CA 973 (P&A) EXPIRES 6/30/2018</small>



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: March 28th, 2017

Subject: Discussion and consideration of accepting a Permanent Grant of Easement from the Department of the Air Force for the construction of the proposed S.E. 29th Street road improvements from Midwest Boulevard to Douglas Boulevard. The easement, dedicated from the Department of the Air Force, is located in the South Half of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement is for the portion of the proposed road project that's adjacent to the base's clear zone area, located along the north side of S.E. 29th Street.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

AFMC TK 6-17-001

AFCEC/CIT#: USAF-AFMC-WWYK-17-2-0212

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
TO
CITY OF MIDWEST CITY
FROM
TINKER AIR FORCE BASE, OKLAHOMA

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Government"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for this Easement is included herein and the granting of this Easement is not against the public interest, does hereby grant and convey to City of Midwest City, a municipal corporation of Oklahoma County, duly incorporated in the State of Oklahoma (Grantee), a nonexclusive easement to construct, operate, and maintain a drainage and utility easement on, over, and across the property on Tinker Air Force Base (AFB), Oklahoma, as described and depicted in Exhibit A (the "Easement Area"). The Government and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

This Easement shall be for a term of 25 years commencing on ___ day of _____, 2017 ("Term Beginning Date") and ending ___ day of _____, 2042 ("Term Expiration Date"). This Easement may be renewed for a successive 25 year term upon written notice from the Grantee to the Government at least 1 year prior to its expiration.

2. RENT

This Easement is granted at no cost to the Grantee.

3. CORRESPONDENCE

Any written notices under this Easement shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GOVERNMENT:
72 ABW/CE
Attn: Real Property Officer
7535 5th Street, Building 400
Tinker AFB, OK 73145

GRANTEE:
City of Midwest City
Attn: City Clerk
100 North Midwest Boulevard
Midwest City, OK 73110

4. USE OF EASEMENT AREA

4.1. Permitted Uses. Grantee shall use the Easement Area solely for purposes of constructing, operating and maintaining a drainage and utilities along SE 29th Street. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. RESERVED

4.3. Government's Right of Access And Inspection. The Government shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

4.4. Government's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to the Government's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as the Government or its duly authorized representatives may from time to time impose.

4.5. No Obstructions. Neither party shall use the Easement Area nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6. Limitation Of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, Grantee has no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Government, and Grantee agrees not to assert any such right or interest by reason of this Easement.

5. TERMINATION OF EASEMENT

5.1. This Easement may be terminated in whole or in part by the Government for Grantee's failure to comply with the terms of this Easement. The Government shall give written notice of any termination, which shall be effective as of the date of this notice.

5.2. The Government may terminate this Easement at any time in the event of national emergency as declared by the President or the Congress of the United States, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Government may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

Grantee has inspected and knows the condition of the Easement Area. It is understood that this Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent.

8. MAINTENANCE OF EASEMENT AREA

8.1. Maintenance of Easement Area. Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2. Damage to Government Property. If Grantee, or their invitees, damages or destroys any real or personal property of the Government, Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, Grantee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

Reserved

10. INSURANCE

10.1. Risk of Loss. Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area, and any building(s), Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. During the entire Easement Term, Grantee, at no expense to the Government, shall carry and maintain the following types of insurance:

10.2.1. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage occurring upon, in or about the Easement Area, including any building thereon and sidewalks, streets, passageways and interior space used to access the Easement Area. Such insurance must be effective at all times throughout the Easement Term, with limits of not less than \$1,000,000 per occurrence, general aggregate and products and completed operations aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies, and shall include business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of “any auto” with a combined single limit of \$1,000,000 per accident. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.1.1. The insurance carried and maintained by Grantee pursuant to Paragraph 10.2.1 shall provide coverage to protect the Government from any damage and liability for which Grantee is liable or responsible or agrees to hold harmless and indemnify the Government under this Easement.

10.2.1.2. Commercial general liability and business auto liability insurance required pursuant to Paragraph 10.2.1 shall be maintained for the limits specified, and shall provide coverage for the mutual benefit of Grantee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer.

10.2.2. Workers’ compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or Grantee, in form and amounts required by law (statutory limits), and employers’ liability, with limits of \$1,000,000 each coverage and policy limit.

10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Oklahoma; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days’ written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will Grantee be entitled to assign to any third-party rights of action that Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. Grantee is self-insured, in amounts meeting all requirements of this Easement.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by Grantee under Paragraph 10.1, Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1. In the event that the Government, in consultation with Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by Grantee for its operations, and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Government, in consultation with Grantee, shall determine that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. Grantee shall, as soon as reasonably practicable after the casualty, restore the Easement Area as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and, second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1. Alterations. Grantee is authorized to construct, repair, and maintain improvements related to drainage and utilities within the Easement Area.

11.2. Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of this Easement, the Government may elect, in its sole discretion, to require Grantee to remove all of its improvements and other property from the Easement Area and restore the Easement Area

at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to the Government's satisfaction. The Government shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with the Government's notice of termination. Alternatively, at those same times, the Government may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to the Government. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to the Government and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefor. Grantee shall execute any documentation reasonably requested by the Government to confirm any transfer or conveyance.

13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at the Government's option, Grantee's improvements and personal property located on the Easement Area shall either become the Government's property without compensation therefor or the Government may cause them to be removed or destroyed and the Easement Area to be so restored at the expense of Grantee; and no claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse the Government for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

Grantee may not assign this Easement without the prior written consent of the Government.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and assessments by regulators for the failure to comply with such standards as they apply to the Easement Area. Grantee shall also indemnify the Government to the full extent permitted by law for any violation of such law, regulation, or standard applicable to the Easement Area and shall also reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, occupational health, or other infractions pertaining to the Easement Area caused by or resulting from Grantee's action or inaction or that of its officers,

agents, employees, contractors, subcontractors, licensees, or the invitees of any of them. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material on the Easement Area, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of the Government, indemnify the Government for all costs of completing such cleanup, abatement, or response action pertaining to the Easement Area.

16.2. Environmental Permits. Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. Grantee shall, to the extent permitted by law, indemnify the Government, its agents and employees from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the the Government and others, directly or indirectly, due to the negligent exercise by Grantee of any of the rights granted by this Easement, or any other negligent act or omission of the Grantee pertaining to the Easement Area, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.

16.4. Government Caused Environmental Damage. Grantee does not assume any of the Government's liability or responsibility for environmental impacts and damage resulting from the Government's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 4.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to Grantee and to appropriate regulatory agencies, as required by Applicable Law. Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of Grantee.

16.6. Grantee Response Plan. Grantee shall comply with all Installation plans and regulations for responding to hazardous waste, fuel, and other chemical spills in the Easement Area.

16.7. Pesticide Management. Any pesticide use in the Easement Area will require prior Government approval.

16.8. Compliance with Water Conservation Policy. Grantee will comply with the Installation water conservation policy, as it may apply to the Easement Area and as it may be amended from time to time (to the extent that such policy exists and Grantee receives copies thereof), from the Term Beginning Date through the Term Expiration Date.

16.9. Protection of Environment and Natural Resources. Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from Grantee's activities, Grantee shall be fully liable for any such damage. Grantee will ensure its use of the Easement Area and activities will not interfere with or impact the floodplains of Crutch Creek or Kuhlman Creek.

16.10. Pesticides and Pesticide Related Chemicals in Soil. Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions whether the person is warned or not.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) (to the extent it applies to the Easement Area and Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action pertaining to the Easement Area will, to the extent practicable, be coordinated with representatives designated by Grantee. Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries upon the Easement Area against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact Grantee's quiet use and enjoyment of the Easement Area. Grantee agrees that, notwithstanding any other provision of this Easement, the Government shall have no liability to Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. Grantee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Easement or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with Grantee's quiet use and enjoyment of the Easement Area arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents,

and invitees to enter upon the Easement Area for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

20.3.2. The United States Environmental Protection Agency (USEPA) and State of Oklahoma, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to Grantee and with the Government's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY WAIVER

An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated **4 April 16** has been delivered to Grantee and is attached as Exhibit B hereto. The EBS Waiver sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. The EBS Waiver is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard Grantee acknowledges and agrees that Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1. Covenant Against Contingent Fees. Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by Grantee on this Easement secured or made through bona fide established commercial agencies retained by Grantee for the purpose of doing business. "Bona

vide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of or Delegate to the Congress or resident commissioner shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Easement.

22.3.1. Grantee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Easement Area. This does not require the furnishing to the general public the use of any Facility customarily furnished by Grantee solely for use by any assignees, licensees, or invitees or their guests and invitees.

22.3.2. The Parties agree that in the event of Grantee’s noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Easement for default and breach as provided in Paragraph 5, or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1. The Government may, by written notice to Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that Grantee, or any agent or representative of Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against Grantee as in a breach of this Easement by Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by Grantee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Easement.

22.5. No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties' partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of Grantee involving transactions related to this Easement.

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Easement is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

22.9. Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.10. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

22.11. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or

circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.12. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.13. Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.14. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.15. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of Grantee.

22.16. No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.17. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Oklahoma; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of Grantee that significantly hinder Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement

Area at the invitation of Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse Grantee from the performance or satisfaction of an obligation under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

Reserved

25. APPLICABLE LAWS

25.1. Compliance With Applicable Laws. Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. "Applicable Laws" means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project ("Project" means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2. Permits, Licenses, and Approvals. Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Easement Area improvements and Grantee equipment in compliance with all Applicable Laws.

25.3. No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises concurrent federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Grantee's use and occupation of the Easement Area.

25.5. Grantee Right to Contest. Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in or assist Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of this Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, renewals of this Easement.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1. No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of Grantee, or injuries or death of Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2. Grantee Liability. Except as otherwise provided in this Easement, Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by Grantee, Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. Grantee

expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with or pursuant to this Easement, and all claims for damages against the Government arising out of, or related to, this Easement. The agreements of Grantee contained in this Paragraph 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Easement Area by Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, with Grantee for the Easement Area, but does not terminate any obligations of Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Two (2) exhibits are attached to and made a part of this Grant, as follows:

AFMC TK 6-17-001

AFCEC/CIT#: USAF-AFMC-WWYK-17-2-0212

Exhibit A – Description of Premises

Exhibit B – Environmental Baseline Survey Waiver

AFMC TK 6-17-001

AFCEC/CIT#: USAF-AFMC-WWYK-17-2-0212

GRANTOR SIGNATURE PAGE

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of _____, 2017.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
STEPHANIE P. WILSON, Col, USAF
Commander, 72 ABW

AFMC TK 6-17-001

AFCEC/CIT#: USAF-AFMC-WWYK-17-2-0212

GRANTEE ACCEPTANCE SIGNATURE PAGE

Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

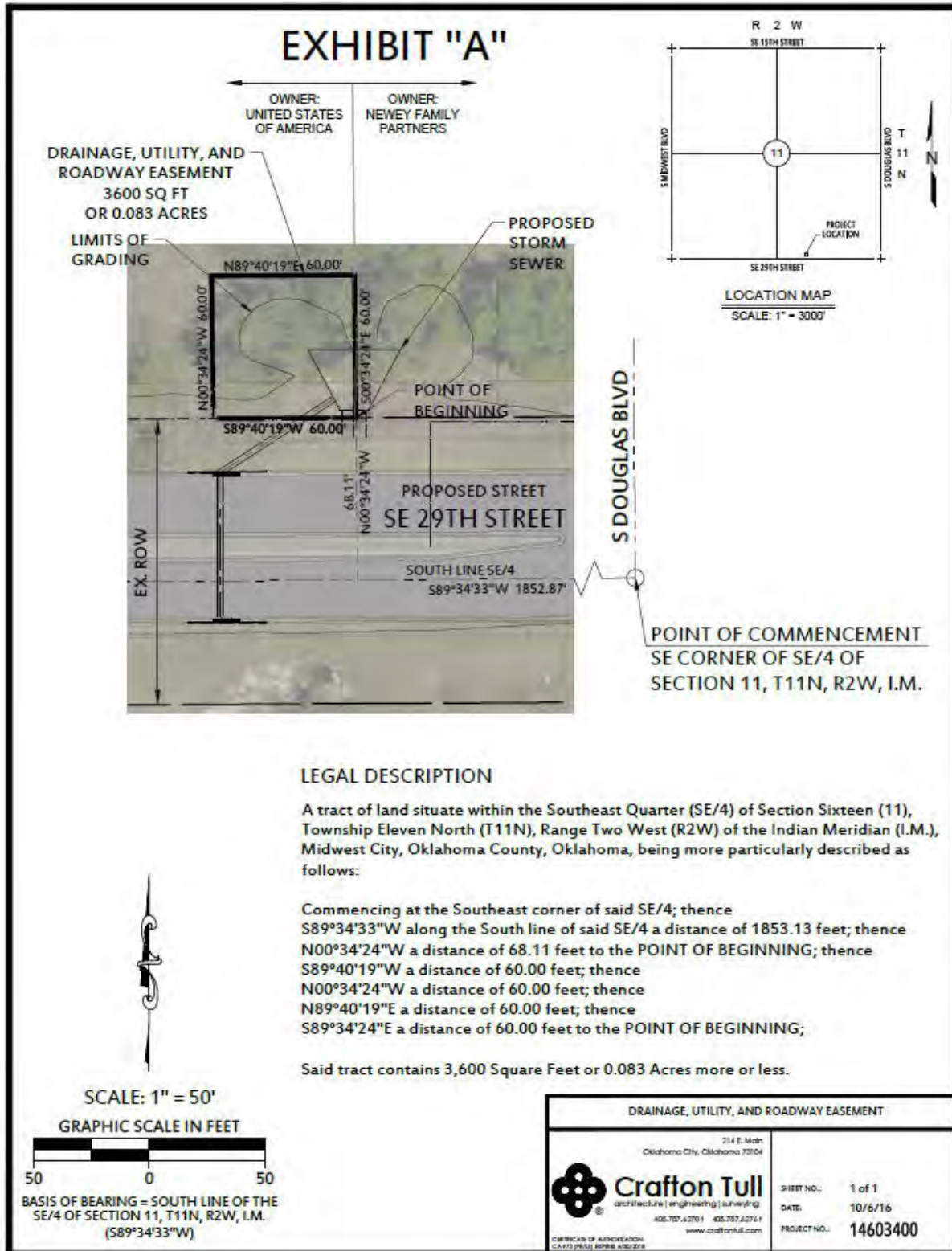
DATED: _____ day of _____, 2017.

CITY OF MIDWEST CITY

By: _____
MATTHEW D. DUKES, II, Mayor

Attest:

SARA HANCOCK, City Clerk



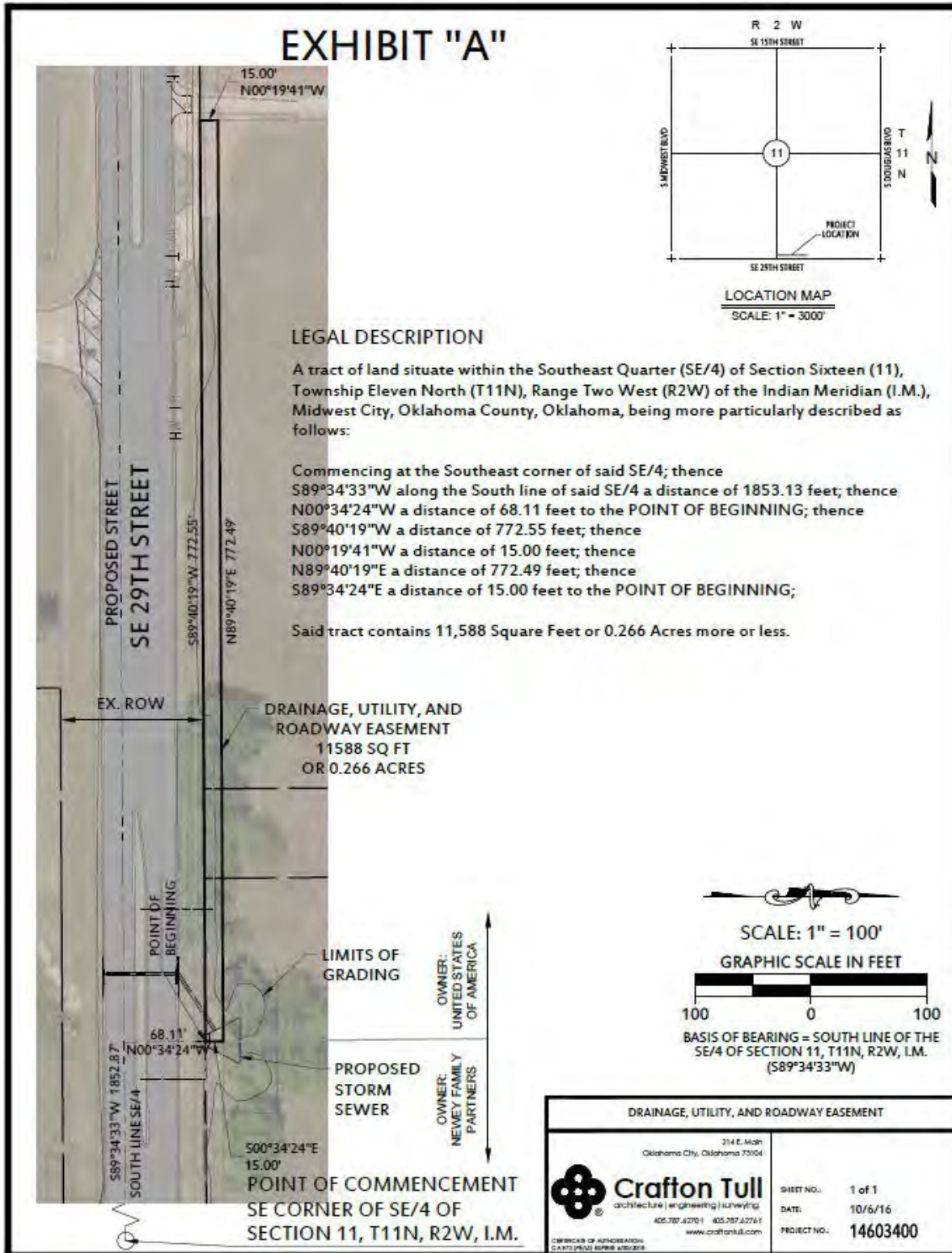


EXHIBIT B
EBS WAIVER

WAIVER
FOR
ENVIRONMENTAL BASELINE SURVEY

SUBJECT: Midwest City has requested an easement along S.E. 29th Street in order to extend an existing drainage box and other miscellaneous improvements. Easement TK 6-17 must be accomplished in order for Midwest City to rebuild S.E. 29th street which will be very beneficial to Tinker AFB and the surrounding community.

WAIVER QUALIFICATION: A site inspection of the property was conducted on 14 February 2017 which indicated there were no potential sources of contamination for this proposed action. The subject easement agreement qualifies for a waiver of the requirement for an Environmental Baseline Survey in accordance with the following criteria as outlined by Air Force Instruction 32-7066, *Environmental Baseline Survey in Real Estate Transactions*:

- "The easement agreement will not create health and safety risks when used as intended.
- The allowable activities permitted within the easement agreement will not introduce hazardous materials or petroleum products on the property.
- No material alteration or change in the physical condition of the property (as a result of the easement agreement) will occur if the property is held by the Air Force, such that the Air Force could be deemed owner or operator of the facility under CERCLA." The allowable use of the property under the easement is consistent with environmental compliance requirements.

CERTIFICATION: Based upon the proposed use of the site and that the proposed use under the terms of the easement agreement will not introduce hazardous materials or petroleum products on the property, this easement agreement is certified as meeting the requirements for a waiver from an Environmental Baseline Survey.

APPROVAL: SCHEIRMAN.CAT Digitally signed by SCHEIRMAN.CATHY.R.1230955979
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USAF,
cn=SCHEIRMAN.CATHY.R.1230955979
Date: 2017.03.01 08:34:02 -0600 **DATE:** 1 Mar 2017

CATHY R. SCHEIRMAN, P.E.
Base Civil Engineering



The City of MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT
William Harless, Community Development Director
Patrick Menefee, City Engineer

BUILDING INSPECTION DIVISION
Charles Belk, Building Official
ENGINEERING DIVISION
Patrick Menefee, City Engineer
G.I.S. DIVISION
Kathy Spivey, Manager

TO: Honorable Mayor and City Council

FROM: Billy Harless, Director

DATE: March 28, 2017

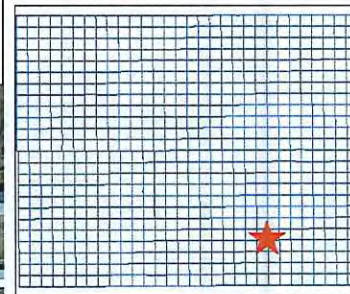
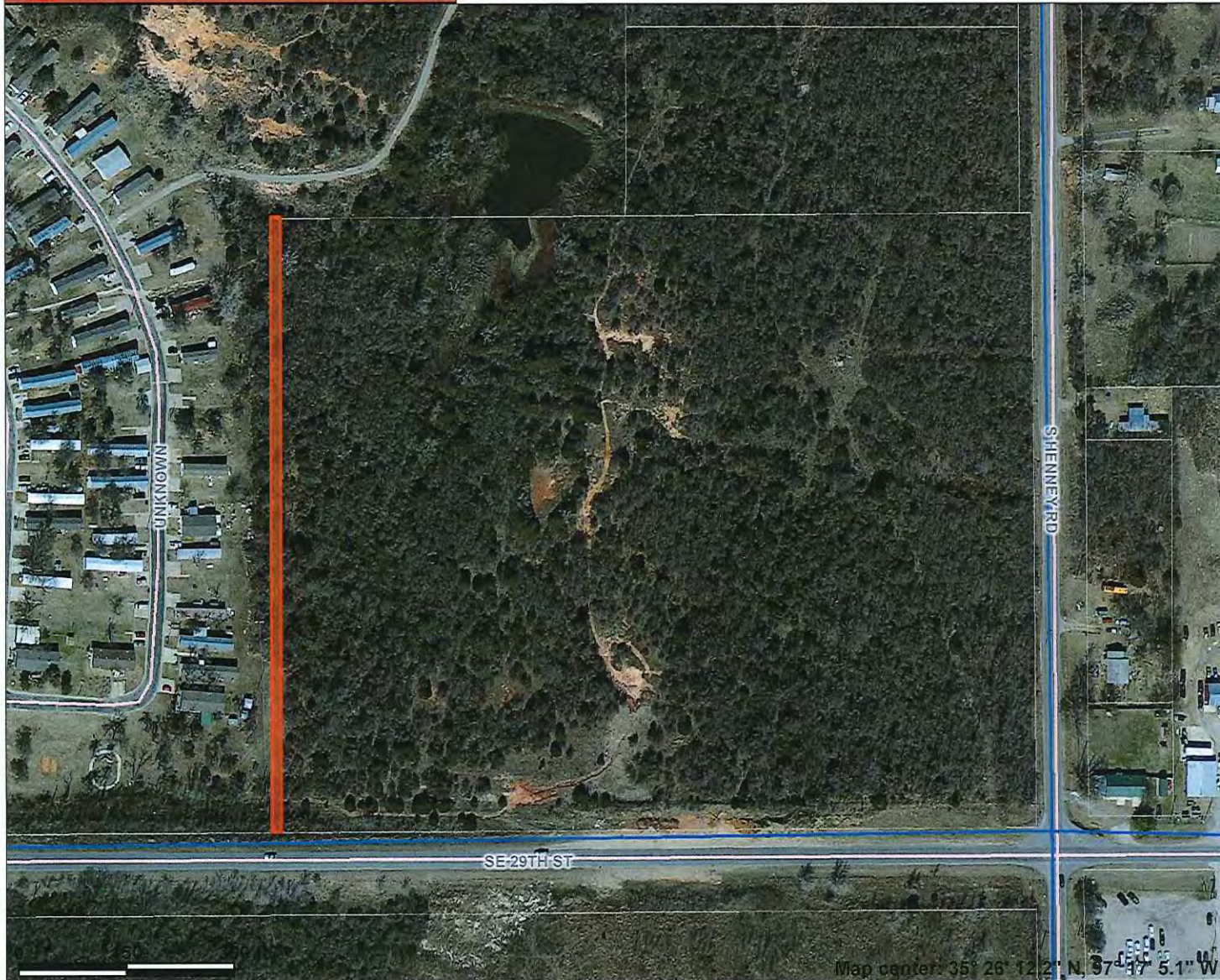
SUBJECT: Discussion and consideration of accepting an Easement Grant for Sanitary Sewer Easement from Yes Companies Exp L.L.C. The easement was previously submitted to the Mayor and Council and recommended for approval on March, 11 2014. However, the easement was not signed by the Mayor at that time. The easement is outside the corporate city limits in the Southeast Quarter (SE/4) of Section 10, T 11N R1W, I.M., Oklahoma County, Oklahoma.

The easement is located near the northwest corner of South Henney Road and Southeast 29th Street. The easement is needed in connection with a Sewer and Water Agreement and a Special Warranty Deed for a water tower location in the Timberland Mobile Home Park.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

attachments



Legend

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



Scale: 1:2,583

Map center: 35° 26' 12.2" N, 97° 47' 5.1" W

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

SUPPLEMENTAL SIGANTURE PAGE TO EASEMENT GRANT FOR SANITARY SEWER

This page represents acceptance of the City of Midwest City of the above and foregoing Easement Grant for Sanitary Sewer made between YES COMPANIES EXP, LLC, A Delaware limited liability Company (“Grantor”), and CITY OF MIDWEST CITY, OKLAHOMA, an Oklahoma municipal corporation (“Grantee”).

ACCEPTANCE BY GRANTEE: CITY OF MIDWEST CITY, OKLAHOMA

DATE

BY: _____
Matt Dukes, Mayor

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA)

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

Notary Public

My Commission Expires: _____

Commission No: _____

An additional page to the original document with pages numbered 1 and 2.



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: March 28th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170085 from the State Department of Environmental Quality for the Forest Glen North Addition, Section 3, Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055170085 is for the construction of 1100 L.F. of eight inch (8") sewer line to serve the new Forest Glen North Addition, Section 3, 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

February 8, 2017

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

Re: Permit No.: SL000055170085
Forest Glen North Addition Section 3
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055170085 for the construction of approximately 1,100 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Forest Glen North Addition, Section 3 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 February 8, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Timothy Johnson, P. E., Johnson & Associates, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170085

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

February 8, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,100 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Forest Glen North Addition, Section 3 Sewer Line Extension Project, located in parts of SE-1/4, Section 9, T-10-N, R-1-W, I. M, Oklahoma County, Oklahoma, in accordance with the plans approved on February 8, 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.: SL000055170085

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 horizontal and vertical separation 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 using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction 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





Memorandum

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: March 28, 2017

Subject: Discussion and consideration of entering into maintenance contract with R. K. Black, Inc. for a new Kyocera Ecosys FS-6525 copier with purchase price of \$1,876.82 and maintenance at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page.

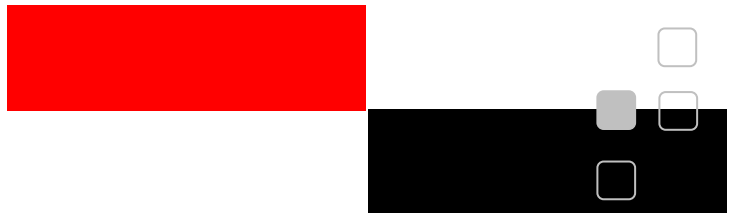
Staff received price quotes from One Source Managed Services, Standley Systems, Image Net Consulting, and R. K. Black Inc. Staff is recommending going with R. K. Black Inc. due to the equipment quoted and pricing. These funds were budgeted and are available in the Neighborhoods in Action budget.

Staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

Enc. Copy of the quote and contract



Prepared for

The City of Midwest City

powered by

RK.Black.Inc.

Presented by:

Amber Shelton

Solutions Specialist/Government Account Representative

February 14th, 2017

Kyocera

Ecosys FS-6525

Priced with the following options:

- 50 Sheet Document Feeder
- THREE-500 Sheet Paper Trays
- 100 Sheet Bypass Tray
- Standard Duplex
- Print and Color Scanning
- PCL & Postscript (required by City IT)

FS-6525

\$1,876.82



Maintenance would be billed at \$12.00/month for 1,000 pages w/ overage billed at .012

Maintenance includes all parts, labor, toner and staples but do not include paper.

1. **AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions included herein and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement will become effective upon signing by the parties.
2. **TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. Upon expiration of any term, this Agreement will automatically renew for an additional 1 year term at prevailing rates in effect at the time of each renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any such term. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
3. **YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
4. **EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
5. **GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
6. **TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
7. **CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
8. **CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for maintenance services not covered by this Agreement will be invoiced at our standard parts and labor rates in effect at the time the service is performed. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Sales Tax: You agree to pay sales tax on service billings as required by Oklahoma law. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
9. **SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
10. **DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
11. **DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY:** WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.
12. **THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
13. **ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or written, between the parties regarding the subject matter of this Agreement.
14. **CONSENT TO LAW, JURISDICTION & VENUE:** This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.
15. **DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:

Date: / /



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: March 28, 2017

Subject: Discussion and consideration of naming the entire trail system located throughout Midwest City the "Spirit Trail System."

The Midwest City Parks and Recreation and Community Development Departments are requesting the Midwest City trail system be named "Spirit Trail System." Naming the trail system will assist staff in branding the trail for the purposes of promoting the facilities to potential patrons. Naming will also provide for consistency in the design of future themed way-finding signage.

This action will not rename any of our current named sections of trail; e.g. Soldier Creek Nature Trail or Memory Lane. Nor will this action prevent additional sections of current trail being named or future sections of trail being named.

This item was heard at the March 15, 2017 Park Board meeting and the Park Board voted unanimously to recommend this naming to the City Council.

Action on this item is at your discretion.

Vaughn K. Sullivan
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: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: March 28, 2017

Subject: Discussion and consideration of naming the multipurpose non-motorized off road trail, located in the Soldier Creek Industrial Park (SCIP) at 7250 N.E. 23rd Street, the "SCIP Multipurpose Trail."

Oklahoma Earth-bike Fellowship (OEF) and the Midwest City Parks and Recreation Departments are requesting the new multipurpose trail located at SCIP be named "SCIP Multipurpose Trail." Naming the trail will assist staff and the OEF in branding the trail for the purposes of promoting the facility to potential patrons.

This item was heard at the March 15, 2017 Park Board meeting and the Park Board voted unanimously to recommend this naming to the City Council.

Action on this item is at your discretion.

Vaughn K. Sullivan
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: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Vaughn K. Sullivan, Public Works Director

DATE: March 28, 2017

SUBJECT: Discussion and consideration of adopting SCIP Multipurpose Trail rules.

In an effort to better manage the SCIP Multipurpose Trail, the Oklahoma Earth-bike Fellowship (OEF) and Parks and Recreation staff asks that the City establish a set of rules and etiquette recommendations for the SCIP Multipurpose Trail.

The Parks and Recreation Board approved the attached SCIP Multipurpose Trail rules and recommend etiquette practices at their March 15, 2017 meeting.

Staff recommends approval.

VAUGHN K. SULLIVAN
Public Works Director

Attachment: Trail rules

SCIP Park Rules

Park hours are Dawn to Dusk year round.

- Glass containers are not allowed in the park.
- This park is a drug free zone.
- No unauthorized vehicles allowed off roadway.
- Littering fines up to \$200 and jail time possible.
- No golfing
- Pets must be on a leash.
- Owner is responsible for pet waste disposal.
- Helmets recommended.
- No horses.

OEF Trail Etiquette Recommendations

LOVE YOUR TRAIL

- Dispose of trash properly.
- Do not use trail when muddy.
- Follow directional signage.
- Volunteer with OEF to maintain trail.

LOVE EACH OTHER

- Be courteous to others users.
- Keep right, pass on left.
- Allow more skilled users to pass.
- Do not block trail.
- Leash pets.

LOVE YOURSELF

- Wear your helmet.
- Know your limits.
- Ride, run, or hike in a group when possible.
- Be prepared with water, cell phone and first aid.
- Pay attention to weather.

Use of headphones, earbuds, strollers, and child trailers are discouraged on trail.

Report trail issues to mwc@okearhbike.com.

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: March 28, 2017

Subject: Discussion and consideration of declaring a 1980 Ford Boardman fire department pumper truck, unit number 07-3-11, surplus and authorizing its disposal by public auction or sealed bid.

Staff respectfully requests that the Council declare as surplus a 1980 Ford Boardman Pumper, unit number 07-3-11, vin D8OUVJD5018. This vehicle was leased to Forest Park for 25 years in 1996, but they no longer wanted it and return it. This truck is no longer of any operational value to the Fire Department. This unit has served a long career with both fire departments. This vehicle is past its useful service life due primarily to age, and the repairs required to make it operationally reliable are not cost effective. I would consider the vehicle in "fair" cosmetic condition and "fair" mechanical condition.

Staff recommends approval.



Bert Norton
Fire Chief



DISCUSSION ITEMS





Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council
From: Robert Coleman, Director of Economic Development
Date: March 28, 2017

Subject: Discussion and consideration of a Public Hearing to provide interested persons an opportunity to be heard, pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” and regarding a Request By Sooner Investment (“Sooner”) for development financing assistance In Connection with Sooner’s Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC (“Warren Theatres”) for development financing assistance in connection with Warren Theatres’ Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)

At the January 10th, 2017 meeting, City Council approved Resolution 17-02 authorizing the creation of the Local Development Act Review Committee (“Committee.”) The resolution empowered the Committee to explore the possibility of creating a Tax Increment Finance district in hopes of finding a revenue source to pay part of our participation in the expansion of the Sooner Rose Shopping Center.

Committee members from taxing entities were formally appointed via resolution at the February 15, 2017, special City Council meeting. The Committee met for the first time on February 16th to appoint three public-at-large members, which included local residents Lisa Newport, Gary Pence and Fred Quinn.

Sooner Investment and Warren Theatres provided the Committee a presentation at its February 20th meeting, which outlined the Sooner Rose II and III development plans. This was followed by two additional meetings, which eventually led to the approvals needed to move forward.

This is the last of two hearings required by law before action can be taken on any legislation enacting the district. The ordinance enacting the district is contained in tonight’s packet.

Staff recommends conducting the public hearing as required.

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: O.S. 62 § 859

O.S. Title 62, Chapter 9, Section 859

A. Before the adoption of a project plan or subsequent amendments thereto, the governing body must hold two public hearings. The primary purpose of the first hearing will be to provide information and to answer questions; provided, such information shall include, but not be limited to, an analysis of potential positive or negative impacts which may result from the adoption of a project plan. A representative of the city, town or county shall present the city, town or county's proposed plan or amendment thereto. The date of the second public hearing shall be announced in the presence of the persons in attendance at the hearing, but such date shall be more than seven (7) days after the date of the first public hearing. The purpose of the second public hearing shall be to give any interested persons the opportunity to express their views on the proposed plan or amendment thereto.

B. Notice of the first public hearing shall be given once by publication in a newspaper with circulation in the city, town or county and published on any Internet website maintained by the political subdivision. Any person, entity, or organization that has registered with the city, town or county clerk of the political subdivision shall also receive notice of such public hearing and a copy of the analysis upon request of the proposed project plan required in subsection A of this section. Such notices must be published or mailed no later than fourteen (14) days before the date of the public hearing. The notice shall include the following:

1. The time and place of the public hearing;
2. The boundaries of the proposed districts and proposed project areas by legal description and by street location, if possible, accompanied by a sketch clearly delineating the area in detail as may be necessary to advise the reader of the particular land proposed to be included;
3. A statement that the first public hearing shall be for information and questions purposes only with persons being given the opportunity to be heard at the second public hearing before any votes are taken;
4. A description of the project plan or amendment thereto and a location and time where the entire plan may be reviewed by any interested party; and
5. Such other matters as the city, town or county may deem appropriate.

C. Notice of the second public hearing may be included in the notices provided for in subsection B of this section. Notice of the second public hearing shall be published and mailed in the same manner as the notices provided for in subsection B of this section if:

1. Notice for both public hearings is not included in the notice of the first public hearing;
2. The location, date or time of the second public hearing is changed after the notices of the first hearing have been published and mailed; or
3. The second public hearing is held more than fourteen (14) days after the first public hearing.

D. The provisions of this section shall not apply to the adoption of minor amendments as provided for in Section 858 of this title.

E. The city, town or county clerk shall send the notices or copies of the analysis required to be sent to registered persons, entities, or organizations pursuant to subsection B of this section by electronic mail or if no electronic mail address has been provided by the registrant, by first-class mail. The city, town or county clerk shall provide an affidavit declaring that all registrants have been mailed the requisite notices or analyses. Any technical irregularities in the form of the published or mailed notices required by this section shall not result in the invalidation of any ordinance enacted or amended subsequent thereto, so long as the notices, as published and mailed, reasonably apprise interested parties as to the subject matter of the hearings and correctly describes the date, time and place of such hearings and affidavits of publication and mailing shall constitute compliance with the notice requirement of this section.



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: March 28, 2017

Subject: (PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive.

Dates of Hearing: Planning Commission – February 7, 2017
City Council - February 28, 2017
City Council - March 14, 2017
City Council - March 28, 2017

Owner/Applicant: Chris Mudd

Proposed Use: Office/Residence

Size:

The area of request is a corner property containing 65' of frontage along W. Douglas Dr. and a depth of approximately 142' for an area of approximately 9,230 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential
North, South and West – Low Density Residential
East – Office/Retail

Zoning Districts:

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

Land Use:

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

Comprehensive Plan Citation:
Single-Family Detached Land Use

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

Municipal Code Citation:
2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

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

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

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

2.26.2 Intent and Purpose

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

(A) Innovative development

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

(B) Efficient use of land

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

(C) Appropriate limitations and compatibility

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

History:

1. This property have been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended denial of this request at their February 7, 2017 meeting.

Staff Comments:

Engineer's report:

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

Water Supply and Distribution

An eight (8) inch public water main is located on the north side of West Douglas Drive in the street right-of-way adjacent to the south side of the area of request. A twelve (12) inch public water main is located on the east side of Air Depot Boulevard in the street right-of-way adjacent to the east side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in an existing dedicated public utility easement adjacent to and along the north side of the area of request. A twelve (12) inch public sewer main is located on the east side of Air Depot Boulevard in the street right-of-way adjacent to the east side of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from West Douglas Drive and Air Depot Boulevard. West Douglas Drive is classified as a local road in the 2008 Comprehensive Plan. West Douglas Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, West Douglas Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Air Depot Boulevard is classified as a primary arterial in the 2008 Comprehensive Plan. Air Depot Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred twenty feet (120) adjacent to the area of request and presently, Air Depot Boulevard has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the east side of the area of request.

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

Street improvements are not required with this application.

Sidewalk is located along the full frontage of the area of request. 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 east to the west. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

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

Fire Marshal's report:

The fire department has reviewed this rezoning of the property located at 401 W. Douglas under chapter 15 of the municipal code. If this rezoning is approved, the property will become subject to regular business inspections by the Fire Department.

Plan Review Comments:

The applicant is requesting to rezone this property to an SPUD, Simplified Planned Unit Development, in order to convert the garage into an office for his law practice. The garage is 548 square feet. The rest of the existing house is proposed to remain residential and the applicant intends to use it as a rental property.

The SPUD is proposed to be governed by the R-6, Single Family Detached Residential zoning district and O-1, Restricted Office. These uses will allow the main portion of the house to remain residential and the garage to be used as an office. Under this SPUD, only residential and

restricted office uses will be allowed. Commercial uses such as convenience stores, fast food restaurants and tattoo parlors will not be allowed on this property under this proposed SPUD.

Regarding parking, single family residential uses require two (2) parking spaces. Office uses require one (1) space per 250 sq. ft. GLA. As the area to be used for office is 548 square feet, two (2) parking spaces would be required. For both uses a total of four (4) parking spaces are required. Currently, the driveway accommodates four (4) vehicles. The applicant is proposing to expand the driveway to provide two (2) additional parking spaces. The two (2) parking spaces for residential use may remain as stacked parking spaces, meaning one in front of another. Staff spoke with the applicant on February 2 and advised him that the office spaces must conform to the requirements for office spaces. The office spaces must be striped and at least one of them must be handicap accessible. The standard space must be at least 9' wide and 18' in length. The handicap space must be at least 9' wide and 18' in length with a 5' clear space on one side of the space. If a handicap ramp is necessary it must meet the requirements listed in Section 5.3.2(D)(2) of the Zoning Ordinance. The applicant was agreeable to these requirements for the office parking spaces. If the office use is expanded at a later date, additional parking spaces may be required.

The applicant is requesting one free-standing monument sign to be placed along S. Air Depot. The proposed monument sign will have a maximum height of 8 ft. and a maximum surface area of 100 sq. ft. The sign must be located out of the right of way.

The applicant proposes a sight-proof screening fence no less than 6 ft. in height and no more than 8 ft. in height where this property abuts residential property on the north and west sides.

Modifications to convert the garage from a garage to an office must meet Midwest City commercial building standards. Permits are required for the remodel and any trade work such as electrical, mechanical and plumbing.

Staff was contacted by a property owner within 300' of the property at 401 W. Douglas on Tuesday, January 31. The property owner expressed concerns about increased traffic and the affect that this use may have on the surrounding properties. On Thursday, February 02, 2017 a letter of protest to this rezoning was submitted to staff. The letter of protest has been signed by 10 surrounding neighbors and is included in the agenda packet.

The Planning Commission recommended denial of this request at their February 7, 2017 meeting. Darron White of 404 W. Douglas attended the meeting to speak against the item. Mr. White is concerned about the increase in traffic that an office use may bring. He stated that under the SPUD, the office space could also be a tax office which would increase traffic as well. Staff acknowledged that parking is a concern as the Zoning Ordinance does not reference parking requirements for mixed residential and office uses.

At the February 28, 2017 City Council meeting, Councilmembers had several questions about the parking, traffic and how the use might affect the neighborhood. Mr. White of 404 W. Douglas was present and expressed the same concerns about traffic that he expressed to the Planning Commission. Councilmember Reed made a motion to deny the request but there was no

second. A second motion was made to table the item to the March 14, 2017 City Council meeting and that motion passed. Councilmember Eads asked the applicant to submit a site plan showing where the proposed parking spaces would be and how close they may be to the existing fire hydrant in the yard. The applicant submitted a site plan to staff on March 3, 2017 and it is included in this agenda.

The site plan submitted by the applicant shows two (2) additional parking areas to be added. One is shown to be 5.5' in width. This space does not meet the requirement for commercial/office off-street parking. The existing driveway is shown to be 18.4' wide. This is wide enough for two (2) residential parking spaces stacked one in front of the other and one (1) commercial striped parking space. The applicant is also proposing an additional parking area that is 14' wide. This area is only wide enough for one (1) commercial parking space. Based on the site plan, the applicant has sufficient room for one (1) commercial parking space, one (1) handicap accessible space and two (2) stacked residential spaces. Although this configuration may allow for the correct number of spaces, the proposed width of the driveway exceeds the maximum driveway width.


Although a survey was submitted that indicated the paved dimensions, it does not show how the parking, backing and maneuvering issues will be resolved. The proposed 39.7' wide driveway approach exceeds engineering requirements and raises concerns about cars backing onto a residential street adjacent to a major thoroughfare.

This item was tabled from the March 14, 2017 City Council meeting due to the applicant having a family emergency. Staff spoke with the applicant on March 16, 2017 to see if he had a revised site plan showing the parking and maneuvering areas. The applicant stated he was working on it and would have it to staff as soon as possible.

Action is at the discretion of the City Council.

Action Required:

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the March 28, 2017 agenda packet and made a part of PC-1894 file.

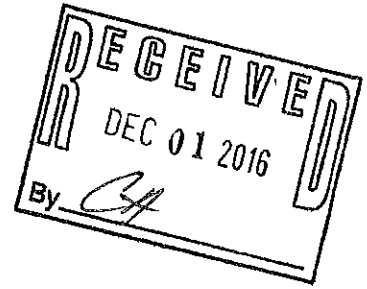


Billy Harless,
Community Development Director

KG



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION



Simplified Planned Unit Development

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

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

A. Special Development Regulations

1. List of the owners and/or developers: Chris Mudd

2. Please list the adjoining land uses, both existing and proposed.
 North: Residential R-6
 South: Residential R-6
 East: Commercial C-3 & A-1
 West: Residential R-6

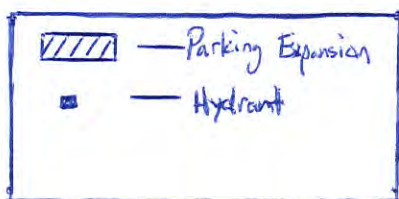
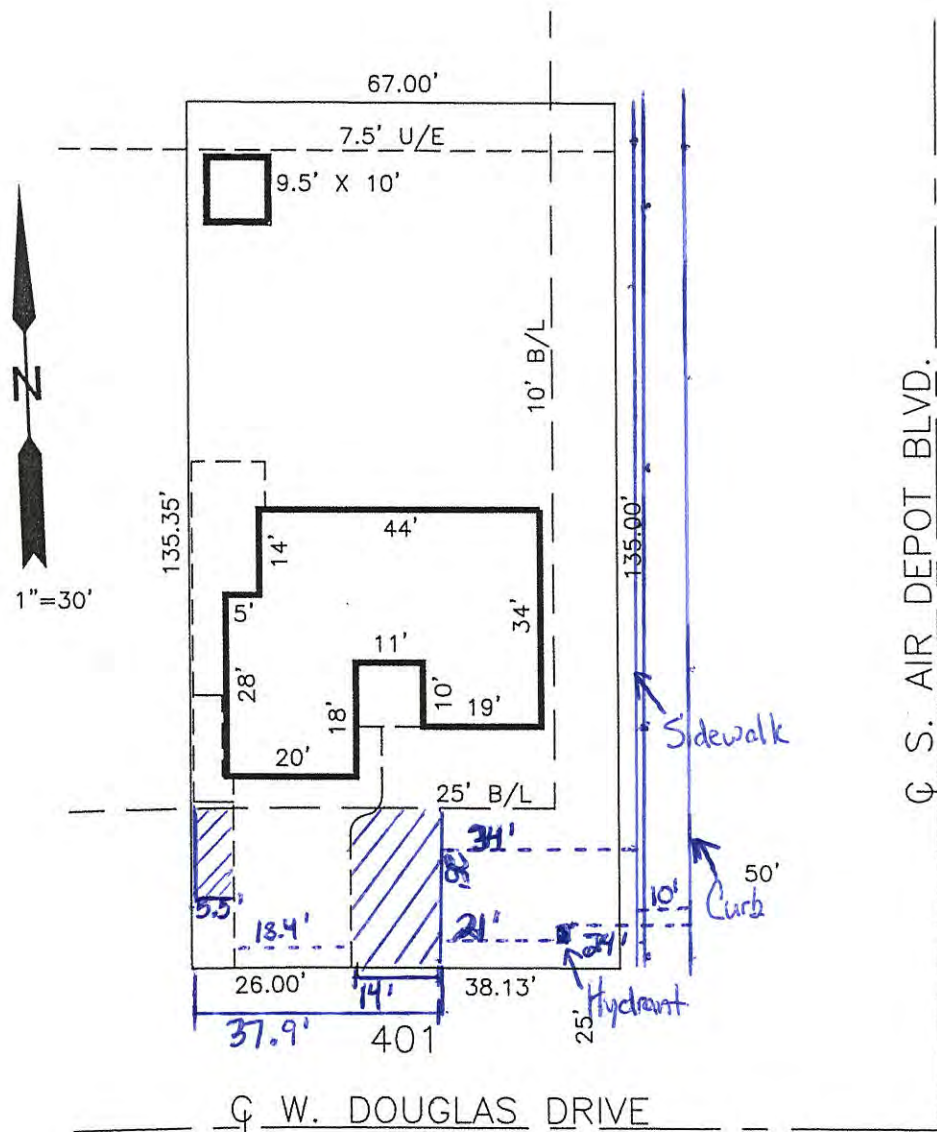
3. Please list the use or uses that would be permitted on the site.
Single Family Residential R-6
Administrative & Professional Offices (developed in accordance with the regulation of O-1 General office)

4. This site will be developed in accordance with the Development Regulations of the O-1 General Office zoning district.

5. Please list all applicable special development regulations or modified regulations to the base zoning district: Use of existing attached garage (to be converted to O-1 zoning keeping original size of structure O-1). Variance requested to allow for 5' side set back abutting residential. Request for Commercial O-1 variance for monument emergency sign.

6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: No change to existing street or right-of-way standards. Existing access point from W. Douglas Dr. shall not be changed.

7. Please describe the physical characteristics of the following:
 Sight-proof screening proposed: No less than a 6ft & no greater than an 8ft high fence shall be required along the boundary of this parcel where it is adjacent to any residential use. Said fence or wall shall be constructed of wood and shall be solid & opaque.
 Landscaping proposed: The parcel shall meet all requirements of the City of Midwest City Landscaping Ordinance in place at the time of development.



Notes

- 37.9' total width of proposed parking.
- 21' From East edge of proposed drive expansion to Hydrant.
- 34' from East edge of proposed drive expansion to West edge of Sidewalk.

SHEET 2 OF 2



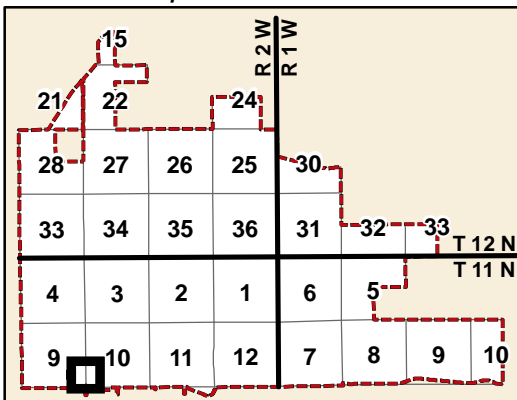








Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1894
(SE/4, Sec. 9, T11N, R2W)**

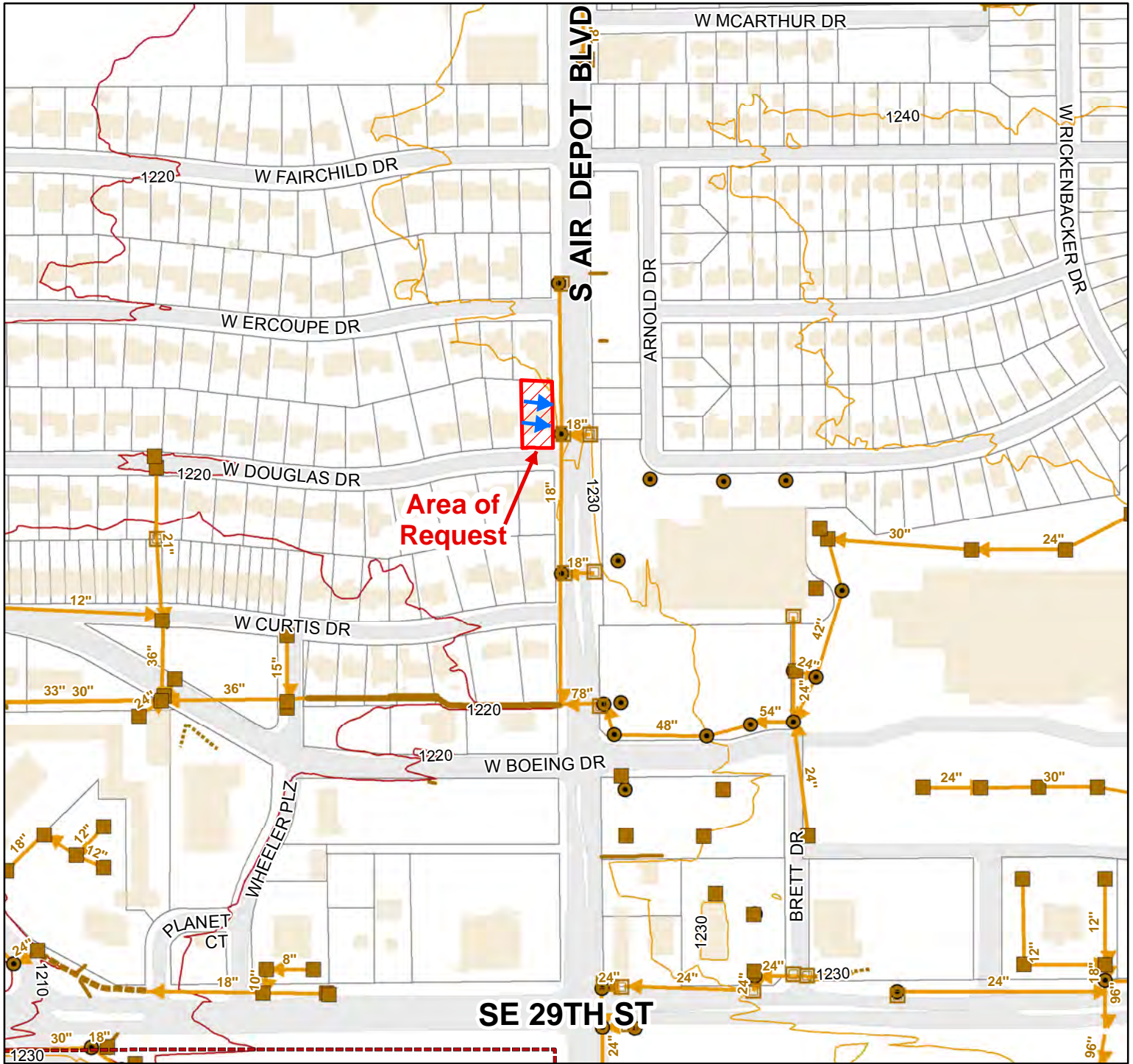


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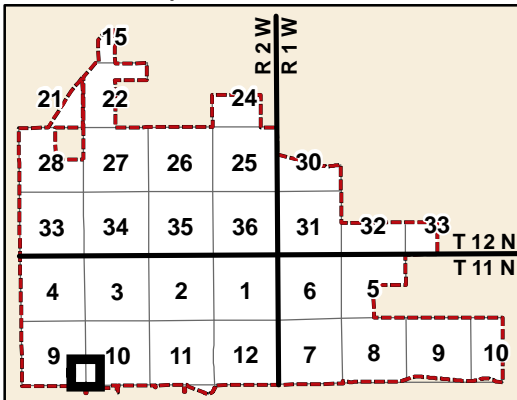


1 inch = 300 feet

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Locator Map



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

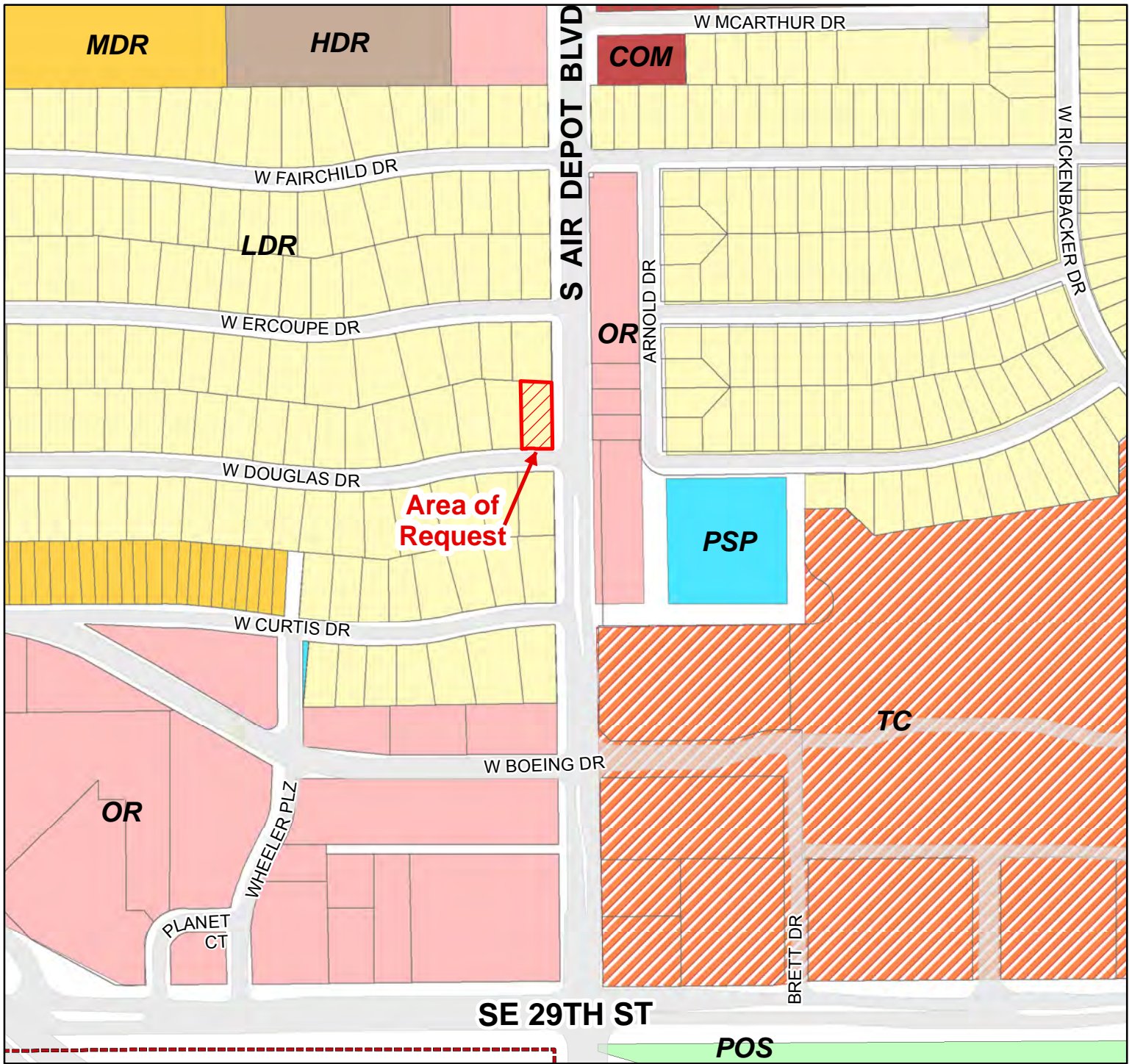
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1894 (SE/4, Sec. 9, T11N, R2W)

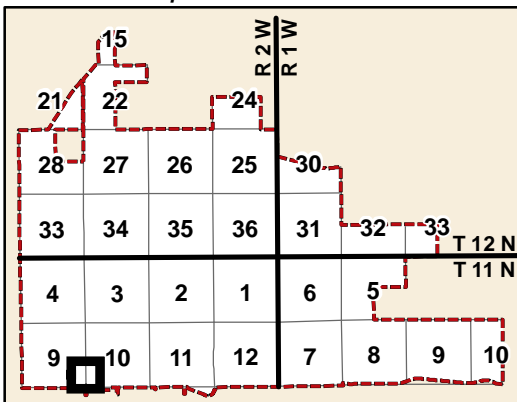
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1 inch = 300 feet











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Locator Map

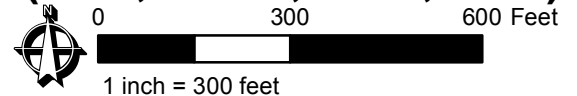


Future Land Use Legend

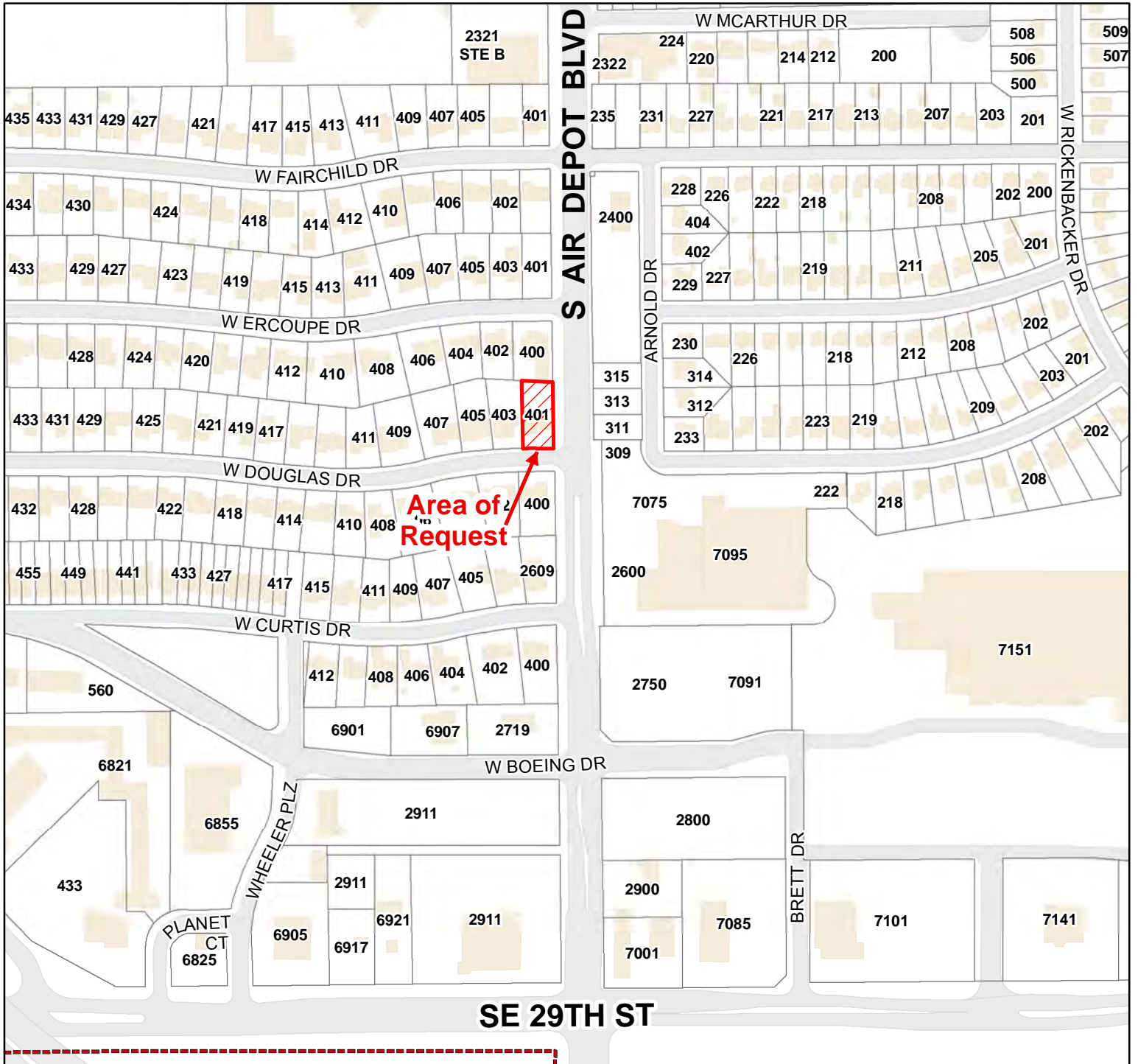
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1894**

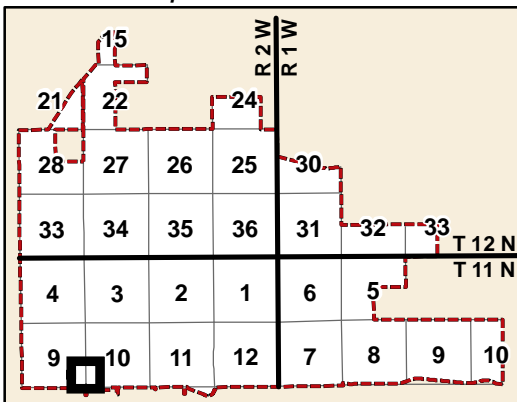
(SE/4, Sec. 9, T11N, R2W)








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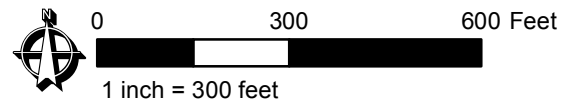
Locator Map



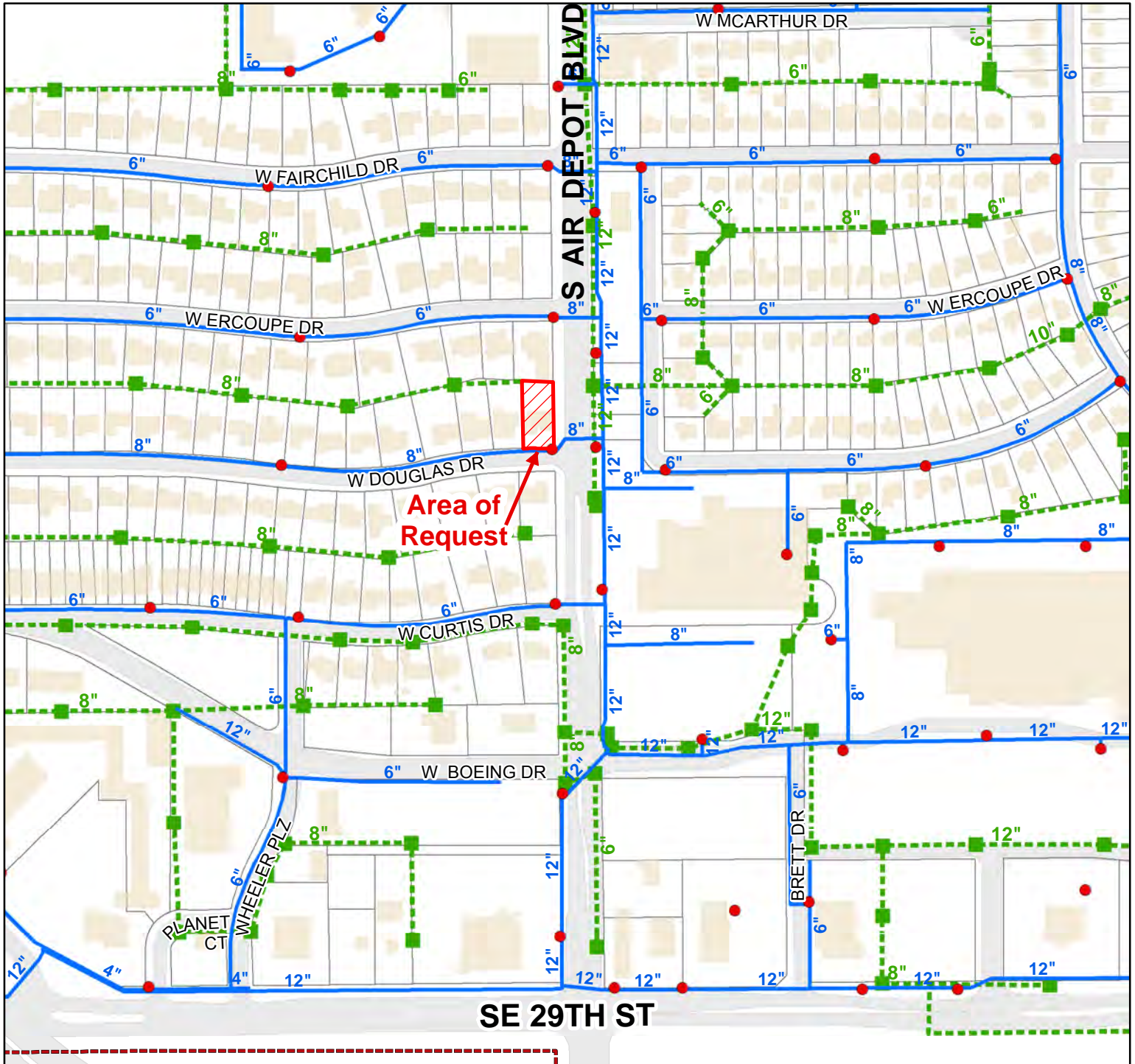
General Map Legend

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

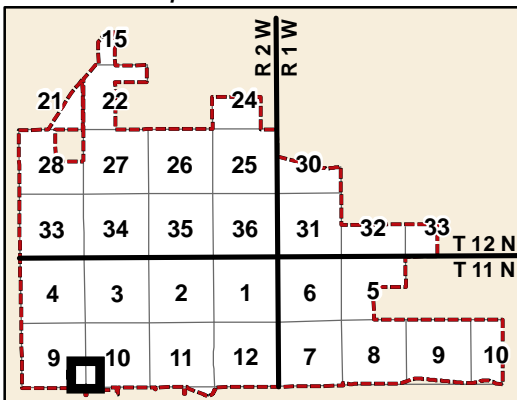
**GENERAL MAP FOR
PC-1894
(SE/4, Sec. 9, T11N, R2W)**



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Locator Map



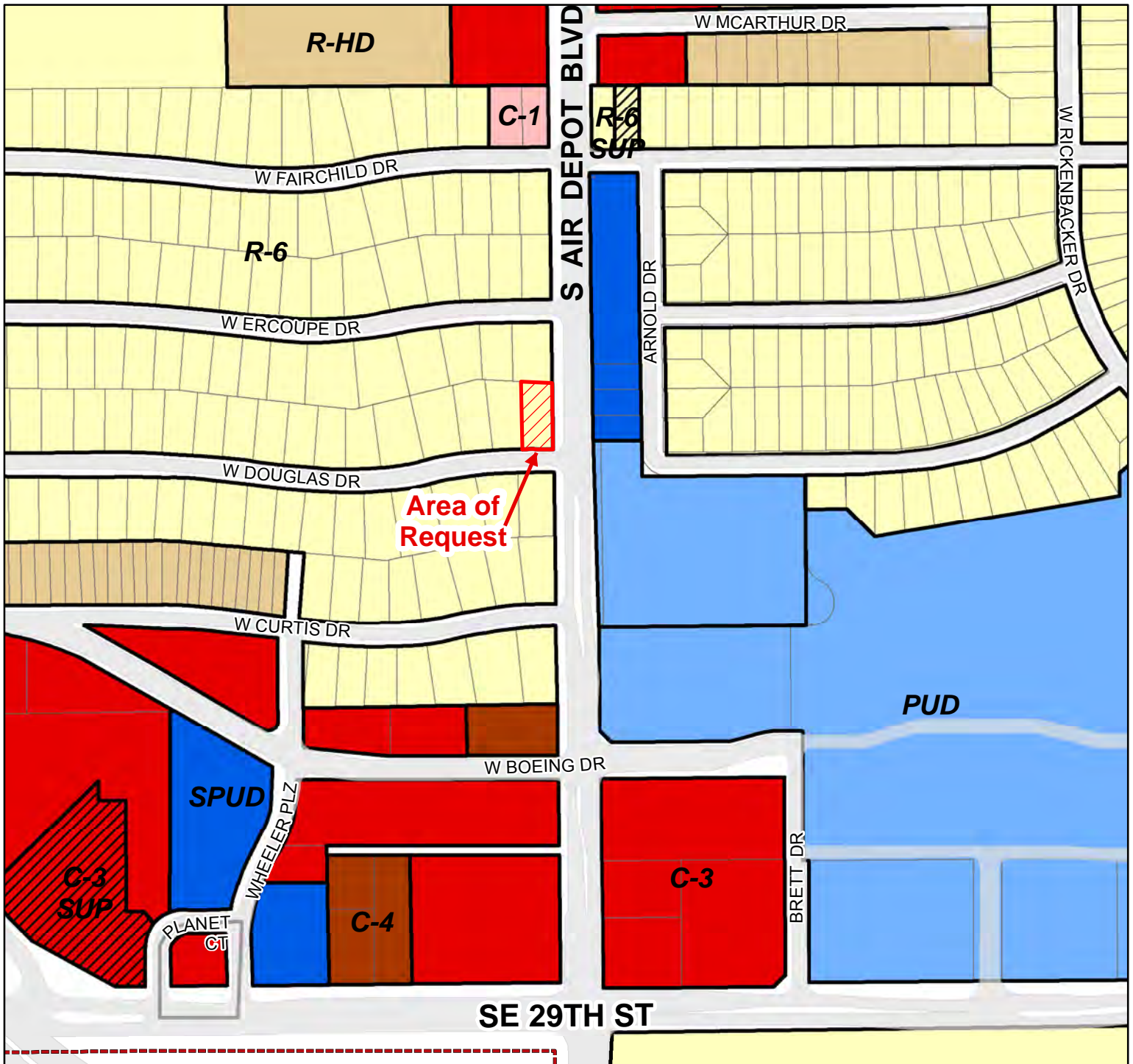
Water/Sewer Legend

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

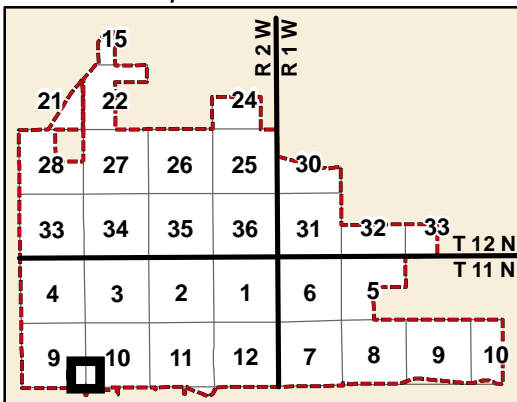
WATER/SEWER LINE LOCATION MAP FOR PC-1894 (SE/4, Sec. 9, T11N, R2W)

0 300 600 Feet
1 inch = 300 feet

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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1894 (SE/4, Sec. 9, T11N, R2W)



0 300 600 Feet



1 inch = 300 feet

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From: Kellie Gilles
To: Harless, Billy
Date: 3/16/2017 3:28 PM
Subject: 401 W. Douglas

Billy,

I emailed Mr. Mudd this morning and just called him and spoke with him. He does not have a site plan yet but is going to propose an access point on Air Depot across from a future access point on the east side of Air Depot. I suggested that he continue to also look into how parking may be configured just coming off of W. Douglas as well.

He said he will get a site plan to me as soon as possible but it won't be before I leave the office today and may not be tomorrow. Would you like for me to copy the agenda item as it is or update the staff report to detail my communication efforts with Mr. Mudd today?

Thank you,
Kellie

From: Kellie Gilles
To: chrismudd@chrismudd.com
CC: Harless, Billy; ahrensrealtor@yahoo.com
Date: 3/16/2017 9:33 AM
Subject: 401 W. Douglas

Good Morning Mr. Mudd,

I hope your sister is recovering well. I just wanted to follow up with you after the Council meeting earlier this week. The Council did table your item to the March 28th meeting. Please send me site plan showing the proposed parking and maneuvering areas as soon as you can and I will submit any documentation you send me to the Council agenda.

I will be out of the office tomorrow but I will be available today and Monday if you have any questions.

Thank you,

Kellie Gilles
Planning Manager
Community Development
City of Midwest City
405-739-1223

From: Kellie Gilles
To: Harless, Billy
Date: 3/14/2017 11:31 AM
Subject: Fwd: 401 W. Douglas
Attachments: 401 W. Douglas

Billy,

You and I talked on February 2, before the Planning Commission meeting about the commercial parking. I called the applicant on February 2 and discussed parking with him and added the following to our staff report:

Staff spoke with the applicant on February 2 and advised him that the office spaces must conform to the requirements for office spaces. The office spaces must be striped and at least one of them must be handicap accessible. The standard space must be at least 9' wide and 18' in length. The handicap space must be at least 9' wide and 18' in length with a 5' clear space on one side of the space. If a handicap ramp is necessary it must meet the requirements listed in Section 5.3.2(D)(2) of the Zoning Ordinance. The applicant was agreeable to these requirements for the office parking spaces. If the office use is expanded at a later date, additional parking spaces may be required.

On 3/1, after the City Council meeting, I sent the attached email to the applicant and his real estate broker, Craig Aherns. I attached the chart in the Zoning Ordinance stating the commercial parking space/aisle requirements. I received the site plan from Mr. Aherns on March 3.

I spoke with Craig Aherns last week and explained that you cannot back from a commercial parking space onto a public street and that an area for maneuvering within the lot must be provided. The aisle requirement was listed on the chart from the Zoning Ordinance that was sent on March 1 but this was not discussed with Mr. Mudd or Mr. Aherns.

Please let me know if you need any additional information.

Thank you,
Kellie

From: Kellie Gilles
To: ahrensrealtor@yahoo.com; chrismudd@chrismudd.com
CC: Harless, Billy
Date: 3/1/2017 7:49 AM
Subject: 401 W. Douglas
Attachments: Parking Dimensions.pdf

Good Morning Mr. Mudd and Mr. Ahrens,

Councilmember Eads asked for a site plan showing how you intend to accommodate the parking for the office and residential uses at 401 W. Douglas. Can one of you please get me a site plan showing how you intend to configure the parking area if the zoning is approved? If I could get it by this Friday, March 3, that would be great. I've attached the section of our code pertaining to the required dimensions for office/commercial parking spaces.

If there is anything else you would like to add to the agenda that you think may be helpful, please also get that to me by this Friday.

Thank you,

Kellie Gilles
Planning Manager
Community Development
City of Midwest City
405-739-1223

required by these regulations shall be held in reserve as an unpaved area to meet future needs generated by an expansion of the business or a change in land use.

(G) *Typical Parking Dimensions in Feet*

Table 5.3-4: Typical Parking Dimensions in Feet (below) and **Figure 5.3.2.3: Parking Dimensions** (Page 104) shall be used in conjunction with each other.

Table 5.3-4: Typical Parking Dimensions in Feet													
Module	A	B	C	D	E	F	G	H	I	J	K	L1	L2
Stall Width	stall width parallel to Aisle	stall length of line	stall depth to wall	Aisle Width	stall depth to interlock	wall to wall	interlock to interlock	interlock to curb	Bumper Overhang	offset	setback	Cross Aisle One Way	Cross Aisle Two Way
45° Parking Angle													
8.5-ft stall	12.0	25.0	17.5	13.0	15.3	48.0	44.0	43.8	2.0	6.3	11.0	14.0	24.0
9.0-ft stall	12.7	25.0	17.5	12.0	15.3	47.0	43.0	42.8	2.0	6.3	11.0	14.0	24.0
9.5-ft stall	13.4	25.0	17.5	11.0	15.3	46.0	42.0	41.8	2.0	6.3	11.0	14.0	24.0
60° Parking Angle													
8.5-ft stall	9.8	22.0	19.0	18.0	17.5	56.0	53.0	52.2	2.3	2.7	8.3	14.0	24.0
9.0-ft stall	10.4	22.0	19.0	16.0	17.5	54.0	51.0	50.2	2.3	2.7	8.3	14.0	24.0
9.5-ft stall	11.0	22.0	19.0	15.0	17.5	43.0	50.0	49.2	2.3	2.7	8.3	14.0	24.0
75° Parking Angle													
8.5-ft stall	8.3	20.0	19.5	25.0	18.8	64.0	63.0	60.8	2.5	0.5	5.0	14.0	24.0
9.0-ft stall	9.3	20.0	19.5	23.0	18.8	62.0	61.0	58.8	2.5	0.5	5.0	14.0	24.0
9.5-ft stall	9.8	20.0	19.5	22.0	18.8	61.0	60.0	57.8	2.5	0.5	5.0	14.0	24.0
90° Parking Angle													
8.5-ft stall	8.5	18.5	18.5	28.0	18.5	65.0	65.0	62.5	2.5	0.0	0.0	14.0	24.0
9.0-ft stall	9.0	18.5	18.5	26.0	18.5	63.0	63.0	60.5	2.5	0.0	0.0	14.0	24.0
9.5-ft stall	9.5	18.5	18.5	25.0	18.5	62.0	62.0	59.5	2.5	0.0	0.0	14.0	24.0
0° Parallel													
8.5-ft stall	23.0	8.5	8.5	14.0	-	31.0	-						
9.0-ft stall	23.0	9.0	9.0	14.0	-	32.0	-						
9.5-ft stall	23.0	9.5	9.5	14.0	-	34.0	-						

From: Kellie Gilles
To: chrismudd@chrismudd.com
CC: Harless, Billy; Ward1; ahrensrealtor@yahoo.com
Date: 3/10/2017 7:32 AM
Subject: 401 W. Douglas City Council Item
Attachments: 03-14-17.pdf

Good Morning Mr. Mudd,

I've attached our staff report and supporting documents that will be heard by the Council on March 14, 2017 at 7:00 p.m. Please note that the last two pages of the staff report have been updated to reflect comments from the February 28 City Council meeting and to provide a review of the site plan that you submitted. You will need to be present at the March 14, 2017 City Council meeting.

I will be available after 12:30 p.m. today if you have any questions.

Thank you,

Kellie Gilles

Planning Manager
Community Development
City of Midwest City
405-739-1223



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: March 28, 2017

Subject: (MP-11) Public hearing with discussion and consideration of approval of the Eastgate Minor Plat described as a part of the SW/4 of Section 26, T-12-N, R-2-W, located on the northeast corner of NE 10th Street and N. Midwest Blvd.

Dates of Hearing: Planning Commission – March 7, 2017
City Council – March 28, 2017

Owner: Atkinson Properties and Investments, Inc. – Josh Atkinson

Engineer: John Doyle, Cedar Creek

Surveyor: Dodson, Thompson, Mansfield, PLLC

Proposed Use: Buildings are existing

Size:

The area has frontage along NE 10th Street of approximately 452.46' and a depth of approximately 505' containing an area of approximately 6.99 acres.

Zoning Districts:

Area of Request – C-3, Community Commercial

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

East – R-6, Single Family Detached Residential with a Special Use Permit for a school

West – C-3, Community Commercial

Municipal Code Citation:

Subdivision Regulations

Sec. 38-20.1. Purpose

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where adequate infrastructure, easements, and right-of-way already exist and the extension of any City facilities to serve any lot within the subdivision is not required, then a minor plat may be suitable as an instrument to subdivide one lot into three or fewer lots.

In agreement with the intent of this subdivision ordinance, minor plats are intended to ensure that public facilities are available and will have sufficient capacity to serve the proposed subdivision.

Additionally, minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighborhood and nearby properties.

History:

1. This area has been zoned C-3, Community Commercial since the adoption of the 1985 Zoning Ordinance and Map.

Engineer's Comments:

Note: This application is a request to create two separate lots in an unplatted commercial development. It does meet current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of North Midwest Boulevard in the street right-of-way adjacent to the west side of the area of request.

A ten (10) inch public water main is located on the south side of N.E. 10th Street in the street right-of-way adjacent to the south side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

Eight (8) inch public sewer mains are located in dedicated fifteen (15) foot utility easements adjacent to the north, west, and east sides of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from North Midwest Boulevard and N.E. 10th Street. North Midwest Boulevard is classified as a secondary arterial road in the 2008 Comprehensive Plan. North Midwest Boulevard is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, North Midwest Boulevard has one hundred (100) feet of right-of-way adjacent to and parallel to the west side of the area of request. N.E. 10th Street is classified as a secondary arterial road in the 2008 Comprehensive Plan. N.E. 10th Street is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway.

Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, N.E. 10th Street has between one hundred (100) to one hundred and thirty (130) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Street improvements are not required with this application.

Sidewalk fronts the area of request and is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mostly via overland flow from the northeast to the southwest to an existing underground drainage system located along N.E. 10th Street. Existing underground drainage systems are also located along the west and east sides of the area of request providing drainage to the north. Currently, the area of request is developed with a commercial development.

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. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEMA requirements concerning floodplain development, including acquiring all necessary permits.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

All proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the minor plat.

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

Fire Marshal's Comments:

Any future development must meet all requirements of Chapter 15 of the Municipal Code.

Staff Comments:

The applicant is making this request in order to divide one parcel into two parcels. This area has never been platted.

The current access points will remain as they are.

As this request conforms to the requirements for minor platting, staff recommends approval subject to the comments within MP-11 file.

Action Required: Approve or reject the Eastgate Minor Plat for the property located as noted herein, subject to the staff comments and found in the March 28, 2017 agenda packet and made a part of MP-11 file.



Billy Harless, AICP
Community Development Director

KG

EASTGATE MINOR PLAT
A SUBDIVISION LYING IN THE S.W. QUARTER OF
SECTION 26, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE I.M.
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



CERTIFICATE OF CITY CLERK
I, _____, City Clerk of the City of Midwest City, Oklahoma, do hereby certify that the records of said City and that the said subdivision plat have been filed in said City and that the same are available for public inspection in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
Signed by the City Clerk this _____ day of _____, 20__.

CERTIFICATE OF PLANNING COMMISSION
I, _____, Chair of the City Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission has approved the minor plat of EASTGATE MINOR PLAT, as shown on the plat of Midwest City, Oklahoma.

COUNTY TREASURER'S CERTIFICATE
I, _____, County Treasurer of Oklahoma County, Oklahoma, do hereby certify that I am the duly qualified and acting County Treasurer of Oklahoma County, Oklahoma, and that the records of said County are available for public inspection in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
In witness whereof, said County Treasurer has caused this instrument to be executed this _____ day of _____, 20__.

ACCEPTANCE OF SUBDIVISION BY CITY COUNCIL
As a condition of the filing of the plat of Midwest City, Oklahoma, and the dedication of the same to the use of said City, the City Council of Midwest City, Oklahoma, do hereby approve the plat of EASTGATE MINOR PLAT, as shown on the plat of Midwest City, Oklahoma, and do hereby authorize the City Clerk to execute the necessary instruments to carry out the provisions hereof.
Approved by the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 20__.

DIVIDED ABSTRACTOR'S CERTIFICATE
The undersigned, a duly qualified and duly bonded Abstractor of title in and for Oklahoma County, State of Oklahoma, do hereby certify that the record of said abstract shown by this to be the final record on the abstract plat of EASTGATE MINOR PLAT, as shown on the plat of Midwest City, Oklahoma, and that the same are available for public inspection in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
In witness whereof, said Divided Abstractor has caused this instrument to be executed this _____ day of _____, 20__.

REGISTERED SURVEYOR'S CERTIFICATE
I, _____, a Registered Professional Land Surveyor in the State of Oklahoma, and the Author of the plat of EASTGATE MINOR PLAT, as shown on the plat of Midwest City, Oklahoma, do hereby certify that the same are true and correct and that I have personally observed the boundaries and the points thereon and that the same are in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
Signed this _____ day of _____, 20__.

NOTARIES PUBLIC STATE OF OKLAHOMA
My Commission Expires _____
My Notary Public _____

NOTARIES PUBLIC STATE OF OKLAHOMA
My Commission Expires _____
My Notary Public _____

NOTARIES PUBLIC STATE OF OKLAHOMA
My Commission Expires _____
My Notary Public _____

NOTARIES PUBLIC STATE OF OKLAHOMA
My Commission Expires _____
My Notary Public _____

**DODSON - THOMPSON - MANSFIELD, P.L.L.C.**
1005 WEST 4TH AVENUE
MIDWEST CITY, OKLAHOMA 73102
Tel: 405-873-8888
Fax: 405-873-8889
Surveying • Engineering • Planning
CERTIFICATE OF AUTHORIZATION NO. 00812 - OKREV. JUNE 30, 2019

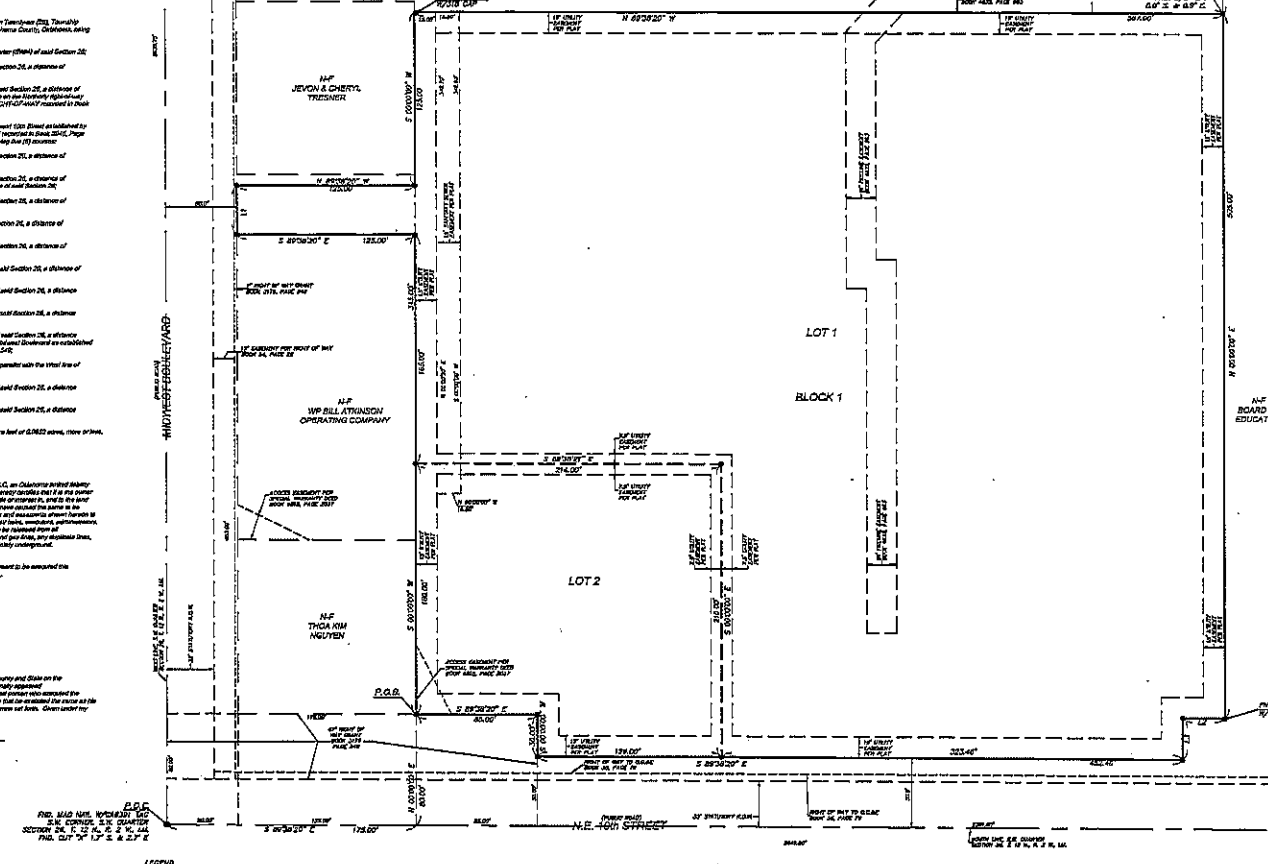


LEGAL DESCRIPTION
A tract of land lying in the Southwest Quarter (SW1/4) of Section 26, Township 12 North, Range 2 West of the I.M., Oklahoma County, Oklahoma, being more particularly described as follows:
COMMENCING at the Section corner of the Southwest Quarter (SW1/4) of said Section 26; thence South 89°20'00" East, along the South line of said Section 26, a distance of 125.00 feet;
thence North 00°00'00" East, parallel with the West line of said Section 26, a distance of 80.00 feet to the Point of Beginning; and from said Point of Beginning, the following description:
1. South 89°20'00" East, parallel with the South line of said Section 26, a distance of 85.00 feet;
2. South 89°20'00" West, parallel with the West line of said Section 26, a distance of 36.00 feet to a point being 52.00 feet north of the South line of said Section 26;
3. South 87°22'00" East, parallel with the South line of said Section 26, a distance of 40.00 feet;
4. North 00°00'00" East, parallel with the West line of said Section 26, a distance of 36.00 feet;
5. South 89°20'00" West, parallel with the West line of said Section 26, a distance of 26.00 feet;
thence North 89°20'00" East, parallel with the South line of said Section 26, a distance of 36.00 feet;
thence North 00°00'00" West, parallel with the West line of said Section 26, a distance of 42.00 feet;
thence South 00°00'00" West, parallel with the West line of said Section 26, a distance of 125.00 feet to the Point of Beginning; and from said Point of Beginning, the following description:
1. North 89°20'00" East, parallel with the South line of said Section 26, a distance of 85.00 feet;
2. South 89°20'00" West, parallel with the West line of said Section 26, a distance of 36.00 feet to a point being 52.00 feet north of the South line of said Section 26;
3. South 87°22'00" East, parallel with the South line of said Section 26, a distance of 40.00 feet;
4. North 00°00'00" East, parallel with the West line of said Section 26, a distance of 36.00 feet;
5. South 89°20'00" West, parallel with the West line of said Section 26, a distance of 26.00 feet;
thence North 89°20'00" East, parallel with the South line of said Section 26, a distance of 36.00 feet;
thence North 00°00'00" West, parallel with the West line of said Section 26, a distance of 42.00 feet to the Point of Beginning.

OWNERS CERTIFICATE AND DEDICATION
Now All Men by These Presents
That the undersigned, North Star Properties & Investments, LLC, an Oklahoma limited liability company, owning, holding, possessing and controlling, the land hereinafter described, and its owner and the only person, firm or corporation having any right, title or interest, in and to the land hereinafter described, do hereby certify that the same are true and correct and that the same are in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
In witness whereof, the undersigned hereby caused this instrument to be executed this _____ day of _____, 20__.

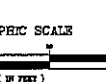
STATE OF OKLAHOMA
COUNTY OF _____
I, _____, County Clerk of the County of _____, Oklahoma, do hereby certify that the records of said County are available for public inspection in accordance with the provisions of the Oklahoma Constitution and the laws of Oklahoma relating thereto.
Signed this _____ day of _____, 20__.

My Commission Expires _____
My Notary Public _____



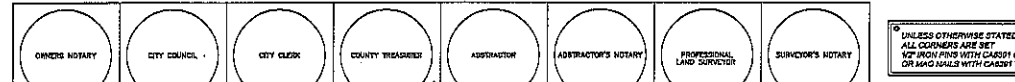
LINE TABLE

L1 S 89°20'00" E	35.00
L2 S 89°20'00" E	29.24
L3 N 00°00'00" E	35.00



LEGEND

- R.O.B. - Point of Beginning
- P.O.B. - Point of Beginning

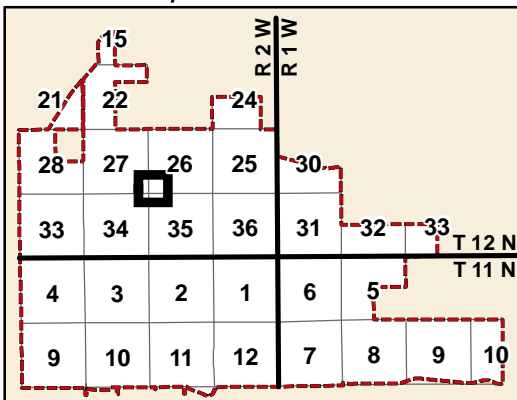


NOTES

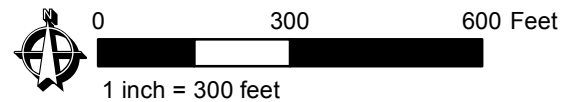
- Errors shown herein by explicit wording hereinafter are shown herein for information purposes only and are not intended as a part of this plat.
- The corners of said Section 26 are described in the deed of record and as shown on the plat of said section as the original plat is recorded in said deed.



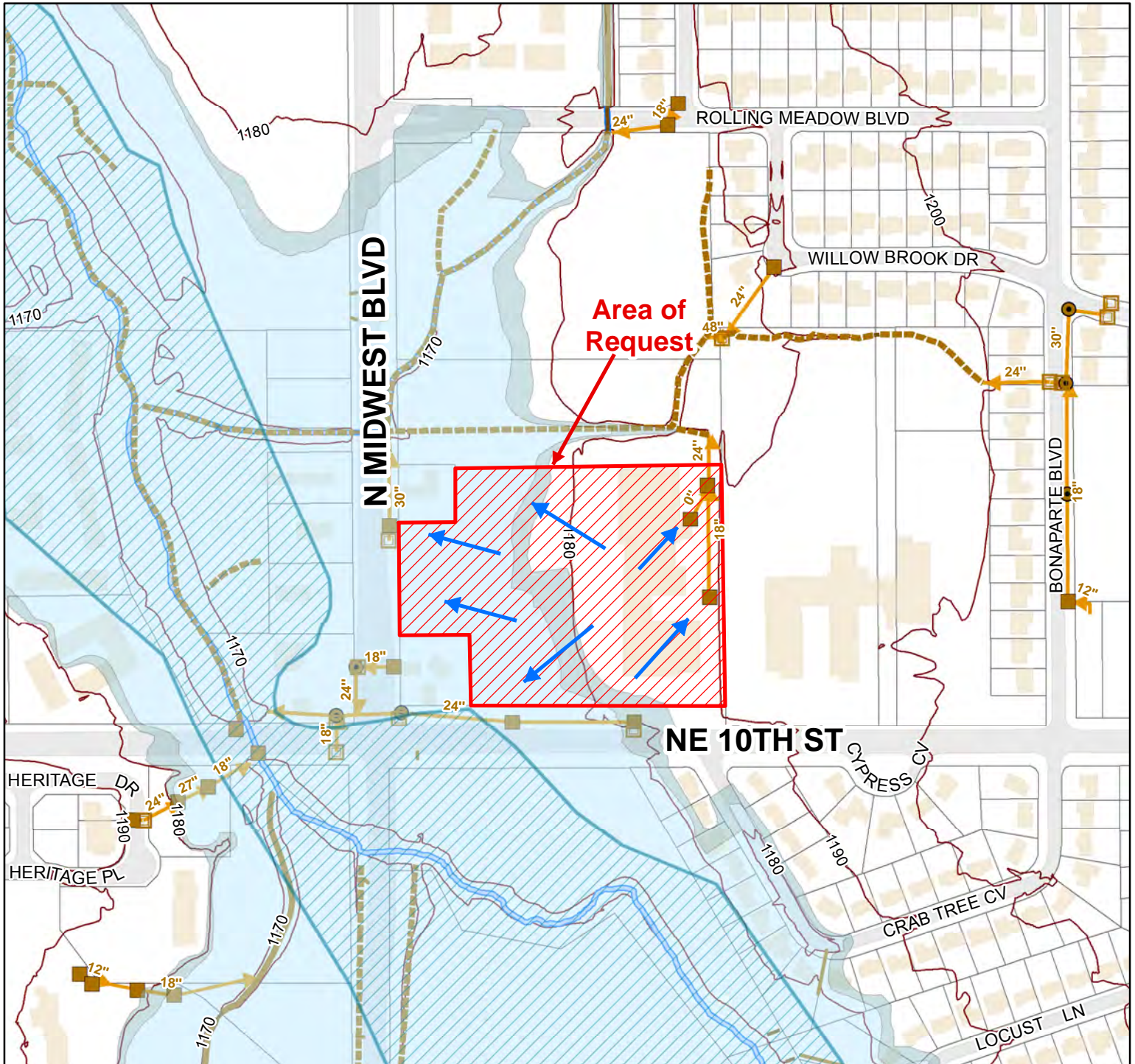
Locator Map



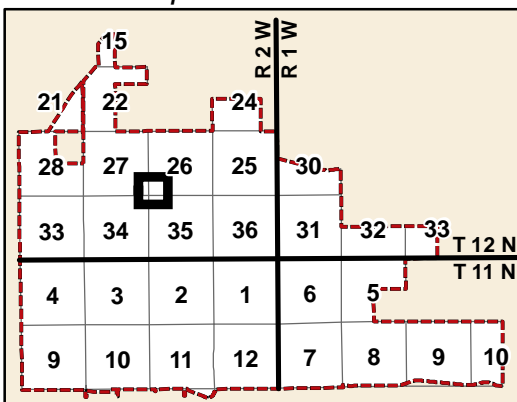
**2015 DOP (AERIAL) VIEW FOR
MP-11
(SW/4, Sec. 26, T12N, R2W)**



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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR MP-11 (SW/4, Sec. 26, T12N, R2W)

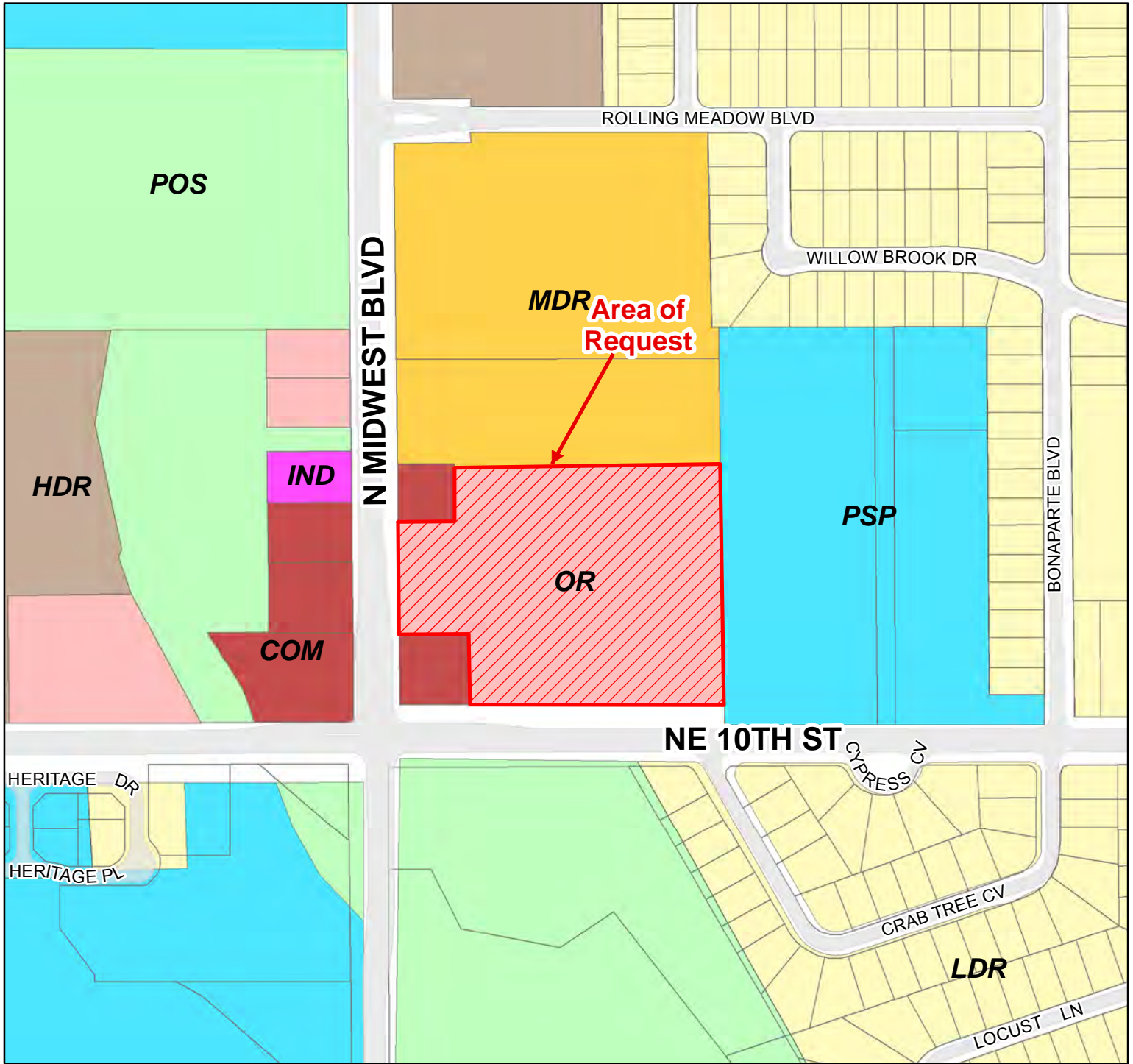


0 300 600 Feet

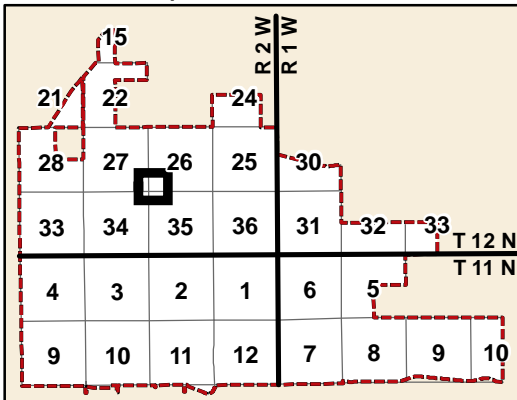


1 inch = 300 feet

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Locator Map



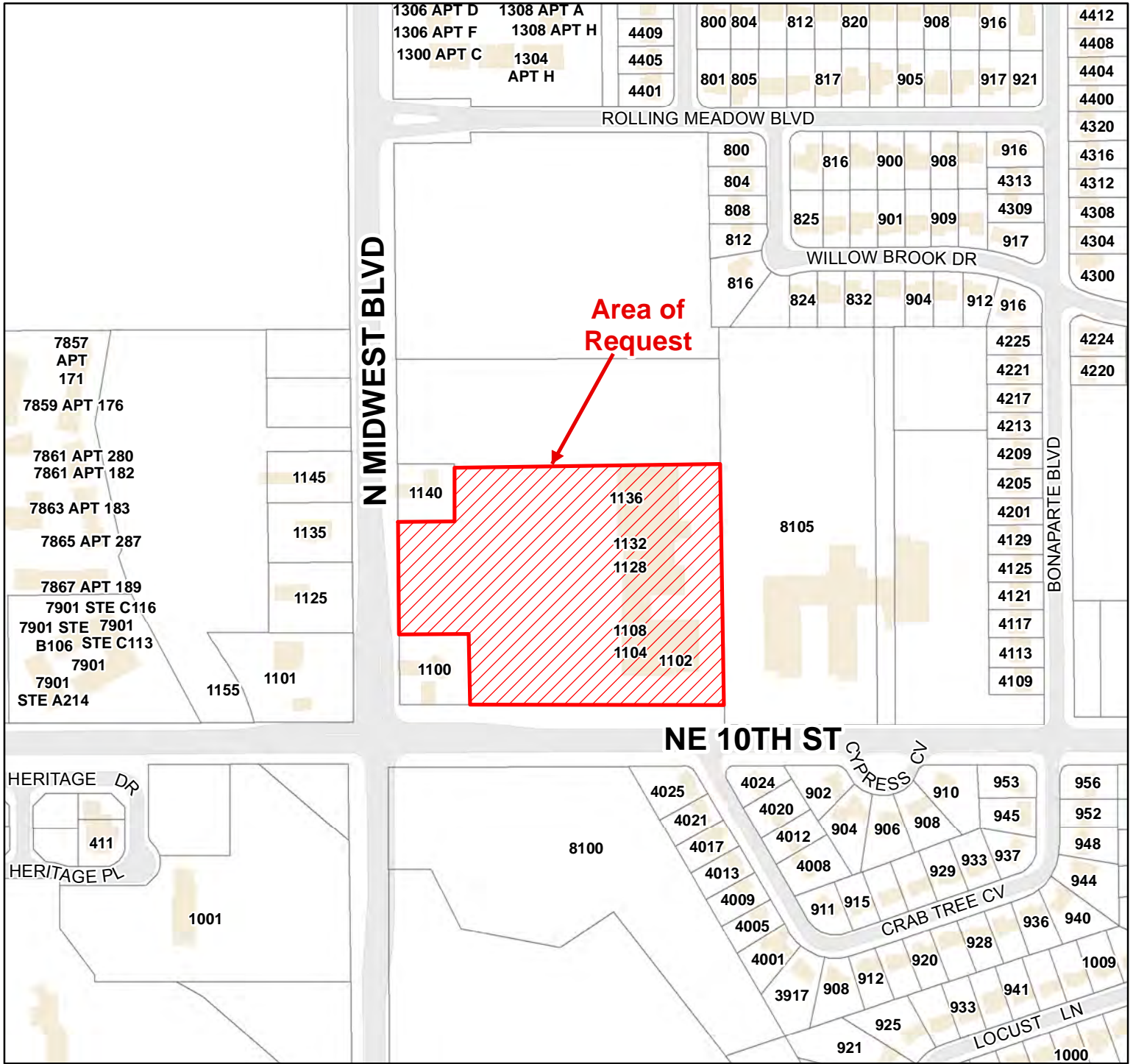
Future Land Use Legend

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

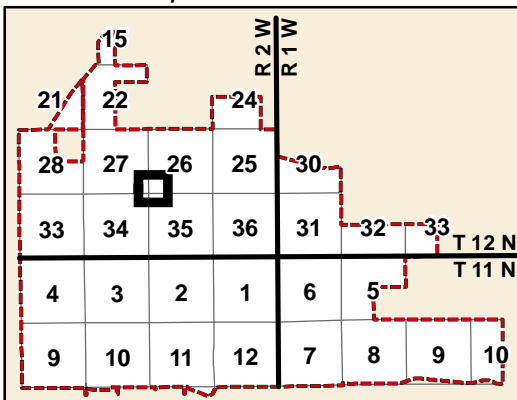
**FUTURE LAND USE
MAP FOR
MP-11
(SW/4, Sec. 26, T12N, R2W)**








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Locator Map



General Map Legend

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

GENERAL MAP FOR MP-11 (SW/4, Sec. 26, T12N, R2W)

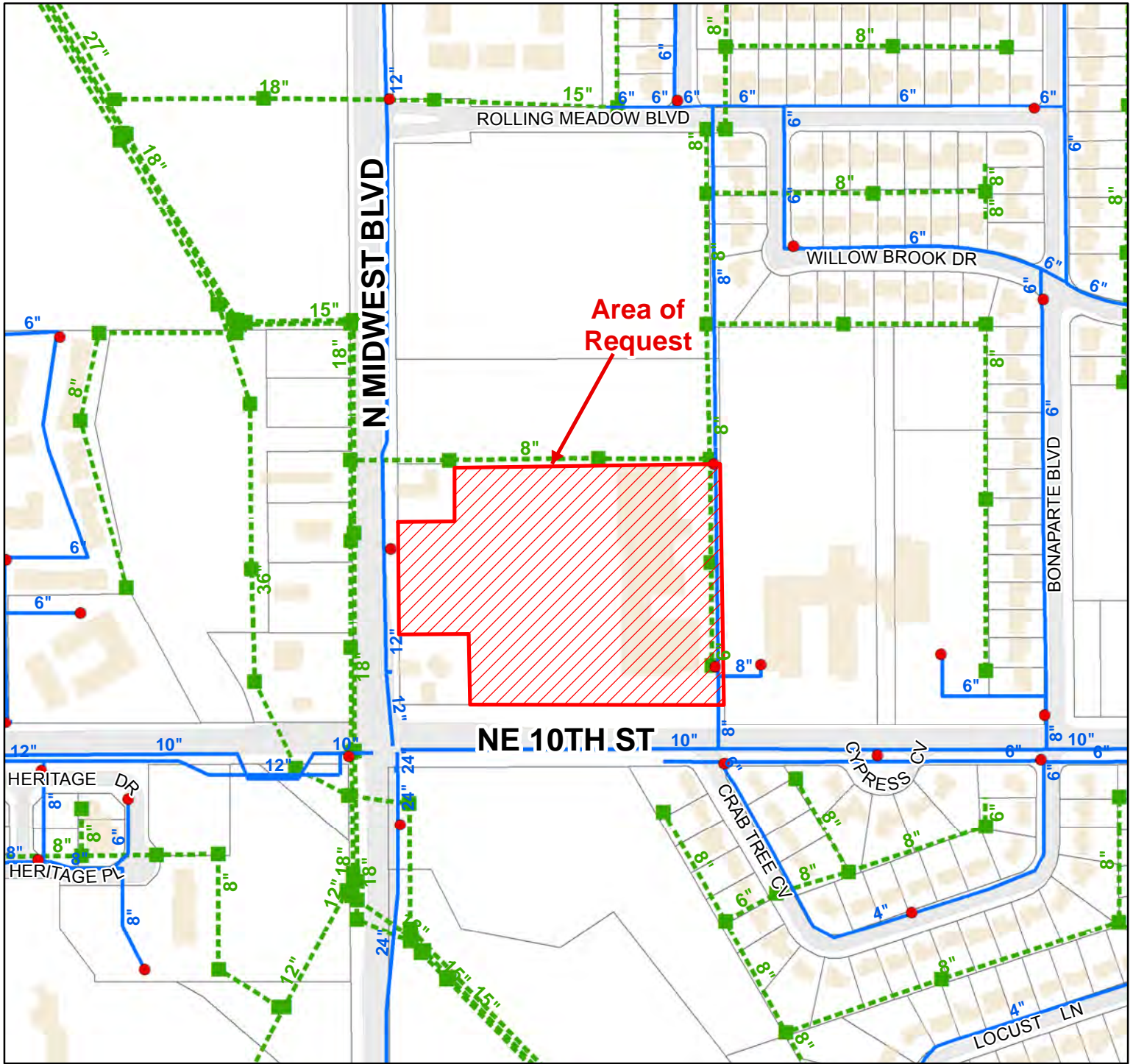


0 300 600 Feet

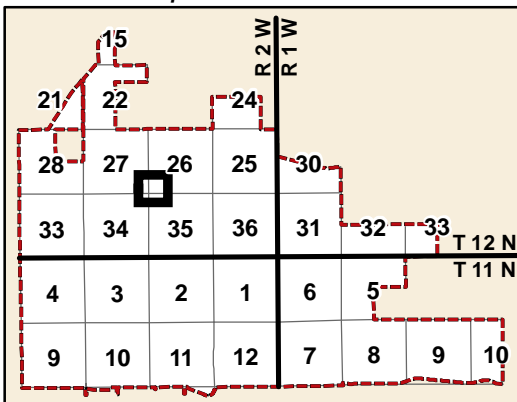


1 inch = 300 feet

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Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
MP-11
(SW/4, Sec. 26, T12N, R2W)**

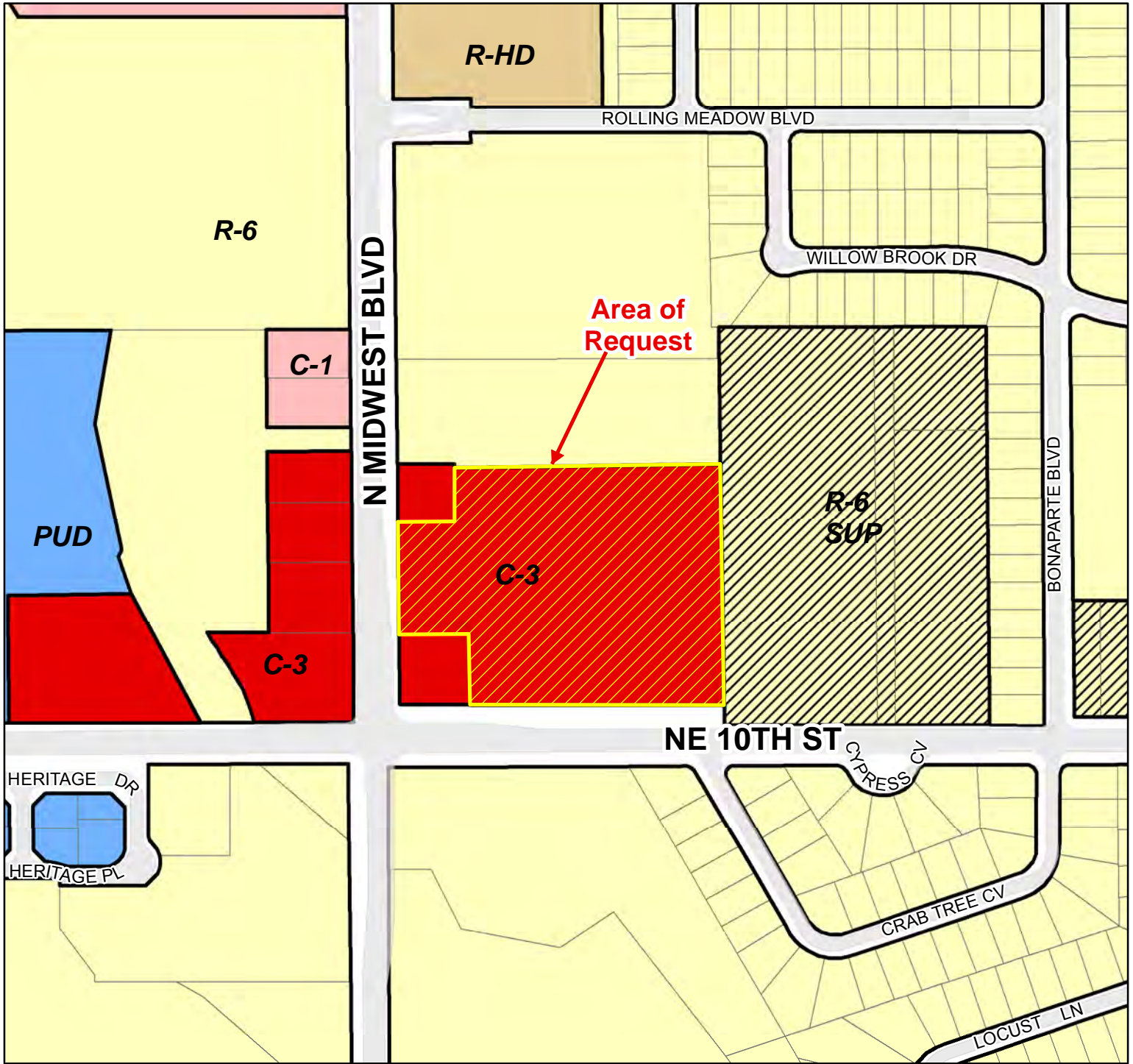


0 300 600 Feet

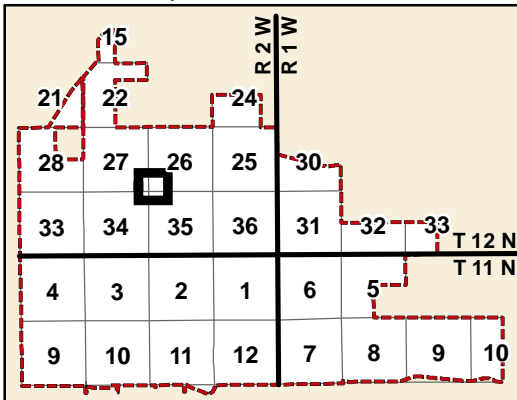


1 inch = 300 feet

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Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-11 (SW/4, Sec. 26, T12N, R2W)



0 300 600 Feet



1 inch = 300 feet

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The City of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15TH Street, Midwest City, OK 73110
(405) 739-1005

Date: March 28, 2017

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion and consideration of a resolution declaring the structure located at **9700 NE 23RD STREET** a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structure from the site.

Section 27-3 (18) of the Municipal Code defines a public nuisance as:

Allowing the exterior of buildings, structures and/or its appurtenant property or curtilage to be maintained in such a manner that their appearance constitutes a blighting influence for adjoining property. As used in this chapter, "blighting influence" shall mean the maintaining of the exterior of a building, structure and/or its appurtenant property or curtilage in a condition that, if not corrected, could cause surrounding buildings, structures and/or properties to become likewise maintained leading to an overall deterioration of the surrounding area.

1. The unoccupied structure has appeared abandoned for years, with no records of ever having city utilities, and has no electric or gas hook ups.
2. The deteriorating condition of the structure is considered a safety hazard as well as an attractive nuisance.
3. The ongoing lack of maintaining the exterior is a very noticeable blighting influence. The property owner was given previous warnings, citations, ~~and time~~ extensions without making the required repairs or removal of structure as ordered.

The structure meets the definitions of a public nuisance in subsection 27-3(18) and has become dangerous to the health, safety and welfare of the general public.

If the council concurs with staffs opinion and finds that a nuisance does in fact exist, staff recommends requiring **ten (10) days** within which the owner must begin demolition and **thirty (30) days** for the property owner to complete the removal of the structure.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2017-

A RESOLUTION DECLARING THE STRUCTURE LOCATED AT 9700 NE 23RD STREET A PUBLIC NUISANCE AS DEFINED IN SUBSECTION 27-3 (18) OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURE FROM THE SITE.

WHEREAS, Section 27-8 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, after proper notice to the property owner, conducted a public hearing regarding the structure located at 9700 NE 23RD STREET; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current property owner, and all parties of interest, (as reflected by the records of Oklahoma County) was notified of the hearing by receipt of mailing by the post office. The notice was also personally served, pursuant to Section 27-8 (c) of the Municipal Code;

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

That the property located at 9700 NE 23RD STREET is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structure from the site located at 9700 NE 23RD STREET within **10 days** of the date of this resolution and have the repairs or demolition completed within **30 days** of the date of this resolution. If the property owner fails to repair or demolish and remove the structures within **30 days** of the date of this resolution, The City Council hereby directs the City Manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

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

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney











The City Of Midwest City

Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

Date: March 28, 2017

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion and consideration of a resolution declaring the structures located at **816 SOUTH WESTMINSTER ROAD**, a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structures from the site.

Section 27-3 (18) of the Municipal Code defines a public nuisance as:

Allowing the exterior of buildings, structures and/or its appurtenant property or curtilage to be maintained in such a manner that their appearance constitutes a blighting influence for adjoining property. As used in this chapter, "blighting influence" shall mean the maintaining of the exterior of a building, structure and/or its appurtenant property or curtilage in a condition that, if not corrected, could cause surrounding buildings, structures and/or properties to become likewise maintained leading to an overall deterioration of the surrounding area.

1. The unoccupied structures have been abandoned since the death of the male property owner Mr. Chapman, June 19, 2016. All city utilities, electric, and gas are currently terminated since August 2, 2016. There are two structures on this lot, the older structure has been without utilities since 2005, and the second structure was moved onto the lot without completing final construction to allow for legal occupancy.
2. The deteriorating condition of the structures is considered a safety hazard as well as an attractive nuisance.
3. The ongoing lack of maintaining the exterior is a very noticeable blighting influence. The property owner had previous warnings, and time extensions without obtaining permits and making the required repairs or removal of structures as to comply with notices and order.

The structures meets the definition of a public nuisance in subsection 27-3 (18) and has become dangerous to the health, safety and welfare of the general public.

If the council concurs with staff's opinion and finds that a nuisance does in fact exist, staff recommends requiring **ten (10) days** within which the owner must begin demolition and **thirty (30) days** for the property owner to complete the removal of the structures.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

RESOLUTION NO. 2017-

A RESOLUTION DECLARING THE STRUCTURES LOCATED AT 816 SOUTH WESTMINSTER ROAD, A PUBLIC NUISANCE AS DEFINED IN SUBSECTION 27-3 (18) OF THE MUNICIPAL CODE; AND SETTING DATES TO DEMOLISH AND REMOVE THE STRUCTURES FROM THE SITE.

WHEREAS, Section 27-8 of the Municipal Code establishes procedures for declaring and abating a public nuisance within the corporate limits of Midwest City; and

WHEREAS, the City Council of the City of Midwest City, has given proper notice to the owner of current record and all known parties of interest, conducted a public hearing regarding the structures located at 816 SOUTH WESTMINSTER ROAD; and

WHEREAS, during the hearing the City Council reviewed the information on the condition of the property; and

WHEREAS, the current property owner, and all parties of interest, (as reflected by the records of Oklahoma County) was notified of the hearing by receipt of mailing by the post office. The notice was also posted on property and photographed, pursuant to Section 27-8 (c) of the Municipal Code;

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

That the property located at 816 SOUTH WESTMINSTER ROAD, is a public nuisance for the neighborhood and community.

That the property owner must begin to repair or demolish and remove the structures from the site located at 816 SOUTH WESTMINSTER ROAD; within **10 days** of the date of this resolution and have the repairs or demolition completed within **30 days** of the date of this resolution. If the property owner fails to repair or demolish and remove the structures within **30 days** of the date of this resolution, The City Council hereby directs the City Manager to remove and abate the public nuisance and charge the abatement to the owner of the property.

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

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney





















Economic Development Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

rcoleman@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council
From: Robert Coleman, Director of Economic Development
Date: March 28, 2017
Subject: Discussion and consideration of receiving the Heritage Park Mall Market Study and Redevelopment Plan (Presentation By Jason Claunch, Catalyst Commercial, Dallas, TX)

The \$55,000 budgeted for the Heritage Park Mall (“HPM”) Market Study and Redevelopment Plan project was equally funded by a MCMH Board of Grantors (“BOG”) grant and City Council. A request for proposals was announced in July 2016, with a September 1, 2016, deadline for submissions.

A review committee consisting of representation from the BOG, Planning Commission and City Council and City Staff reviewed all three proposals received before the deadline. Catalyst Commercial of Dallas, TX, was recommended for the work. City Council at its September 27, 2016 meeting approved a contract with Catalyst for an amount not to exceed \$53,329.

On October 27th, 2016, Catalyst met with members of the Community Development and Economic Development departments. Interviews with HPM property owners were conducted on the same date. Over 50 people gathered on February 6, 2017, at a public meeting hosted by LifeChurch. Input from these discussions helped Catalyst assemble its plan for redeveloping HPM.

Staff supplied Catalyst with retail gap analysis as well as other documents pertinent to the goals and objectives of the contract. In addition, Catalyst did extensive research in determining the future HPM market area and its needs. Catalyst representatives also communicated with HPM’s primary owner, Mr. Ahmed Bahreini, and his advisor, Mr. Vincent Le, Northline Development, OKC, OK, in formulating the attached draft report.

Note: the original scheduled called for this presentation at the February 28, 2017, meeting, but Staff requested the item be delayed due until tonight due to scheduling conflicts.

Staff recommends receiving the plan as presented.

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: Contract Requirements
Draft Copy of „Heritage Park Mall Redevelopment Plan“ by Catalyst Commercial

TASK	COMPLETION DATE
<p>PROJECT KICK OFF Professional shall coordinate a Project kickoff meeting with City staff. Professional shall coordinate with City representatives to discuss goals and objectives.</p>	<p>October 27, 2016</p>
<p>MARKET ANALYSIS Contractor shall conduct a market analysis to explore redevelopment options for the Heritage Park Mall (“HPM”). This shall include a detailed market analysis on retail "gaps" and market opportunities for the utilization and revitalization or redevelopment of the existing mall. This shall also look at the capacity and need for additional regional or neighborhood retail under a redevelopment scenario. In addition to a comprehensive retail market analysis, this initiative will look at the residential needs for the market area and consider mixed-use demand for higher density residential, including integrated residential over retail, and office. As part of the market analysis, the consultant team will work to identify potential redevelopment options and potential tenants which might integrate into a redevelopment strategy</p>	<p>January 18, 2017</p>
<p>PROJECT INTERVIEWS Professional shall contact current HPM property owners to schedule and conduct individual interviews. Professional may conduct either in person or electronically. The interviews structure shall explore the business objectives, development capacity, previous experience, current prospective interest and success metrics for short-term, medium-term and long term objectives. Professional and City shall co-author interview questions and formats prior to final interviews.</p>	<p>October 27, 2016</p>
<p>COMMUNITY WORKSHOP Professional shall facilitate a 1/2 day workshop with available stakeholders, including the owners, local development partners and neighboring property owners to evaluate strengths, weakness and opportunities of the market area and needs/wants of the community. This workshop shall also consider sensitivity to adjacent developments and shopping habits of the stakeholders.</p>	<p>February 6, 2016</p>
<p>SITE CONDITIONS Professional shall work with City staff to tour the region and explore local drivers, existing site conditions and neighboring properties. The physical review will consider existing appearance and physical condition of the site and surrounding properties. This assessment will also consider other linkages, such as trails, bike paths and other systems, as well as transportation networks which this site could take advantage of. The site assessment shall consider site line visibility, existing uses, conflicts with adjacent land uses, traffic flow, and other constraints.</p>	<p>October 27, 2016</p>

TASK**COMPLETION DATE****DUE DILIGENCE**

Professional shall review public documents including floor plans, site plans, utilities and building permit information, and any other third party data in the City's possession. In addition, Professional shall review any information provided by current ownerships. This process will also explore any floodplain, easements, and other recorded publicly available data that is pertinent to a high level analysis.

January 18, 2017

MARKET ANALYSIS

Professional shall conduct a market analysis to explore redevelopment options for the HPM. This shall include a detailed market analysis on retail "gaps" and market opportunities for the utilization and revitalization of the existing facilities. This shall also look at the capacity and need for additional regional or neighborhood retail under a redevelopment scenario.

In addition to a comprehensive retail market analysis, this initiative will look at the residential needs for the market area and consider mixed-use demand for higher density residential, including integrated residential over retail, and office. As part of the market analysis, the consultant team will work to identify potential redevelopment options and potential tenants which might integrate into a redevelopment strategy.

January 18, 2017

CASE STUDIES

Professional shall research other national projects that include the redevelopment or revitalization of former malls. In addition, Using our experience and national network, we will provide a summary of market-based alternatives that are suitable for the region and are context sensitive to the surrounding neighborhoods and serve the local population.

March 12, 2017

SUMMARY OF FINDINGS

Professional shall participate in a presentation to staff and City leadership, upon completion of findings. Revitalization and re development strategies will outline positive and negative impacts on the neighboring properties in regards to the various scenarios. The final summary will include a PowerPoint summary, proforma of three (3) potential scenarios and include a high level schematic sketch of the potential layout which shall be illustrative of the proposed scenarios. At least one (1) scenario shall depict a redevelopment plan with HPM remain intact.

The Professional shall deliver an electronic copy of the Summary of Findings to the City in Adobe Acrobat (pdf) and Microsoft Word (doc) form after formal acceptance by the Midwest City Council.

(Pending)

(Pending)

Heritage Park Mall Redevelopment Scenarios

Midwest City, Oklahoma

March 2017



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ACKNOWLEDGMENTS

City Leadership

Matt Dukes - Mayor
Susan Eads- Ward 1
Pat Byrne - Ward 2
Rick Dawkins - Ward 3
Sean Reed - Ward 4
Christine Allen - Ward 5
Jeff Moore - Ward 6

City Staff

J. Guy Henson, City Manager
Tim Lyon, Assistant City Manager
Kay Hunt, Public and Media Relations Specialist
Robert Coleman, Economic Development Director
Kathy H. Spivey, GIS Coordinator
Billy Harless, Community Development Director
Julie Shannon, Comprehensive Planner
Kellie Gilles, Planning Manager

Consultant Team Catalyst Commercial

Jason Claunch
Reid Cleeter
Sue Walker
Monica James

Special Thanks

The City and Catalyst Team acknowledges stakeholders that participated in this study including residents, property owners, developers, and real estate brokers.

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54	FISCAL ANALYSIS



1. Introduction

Midwest City Population

58,210
Population
(2016)
24,093
Households

Midwest City Daytime Population

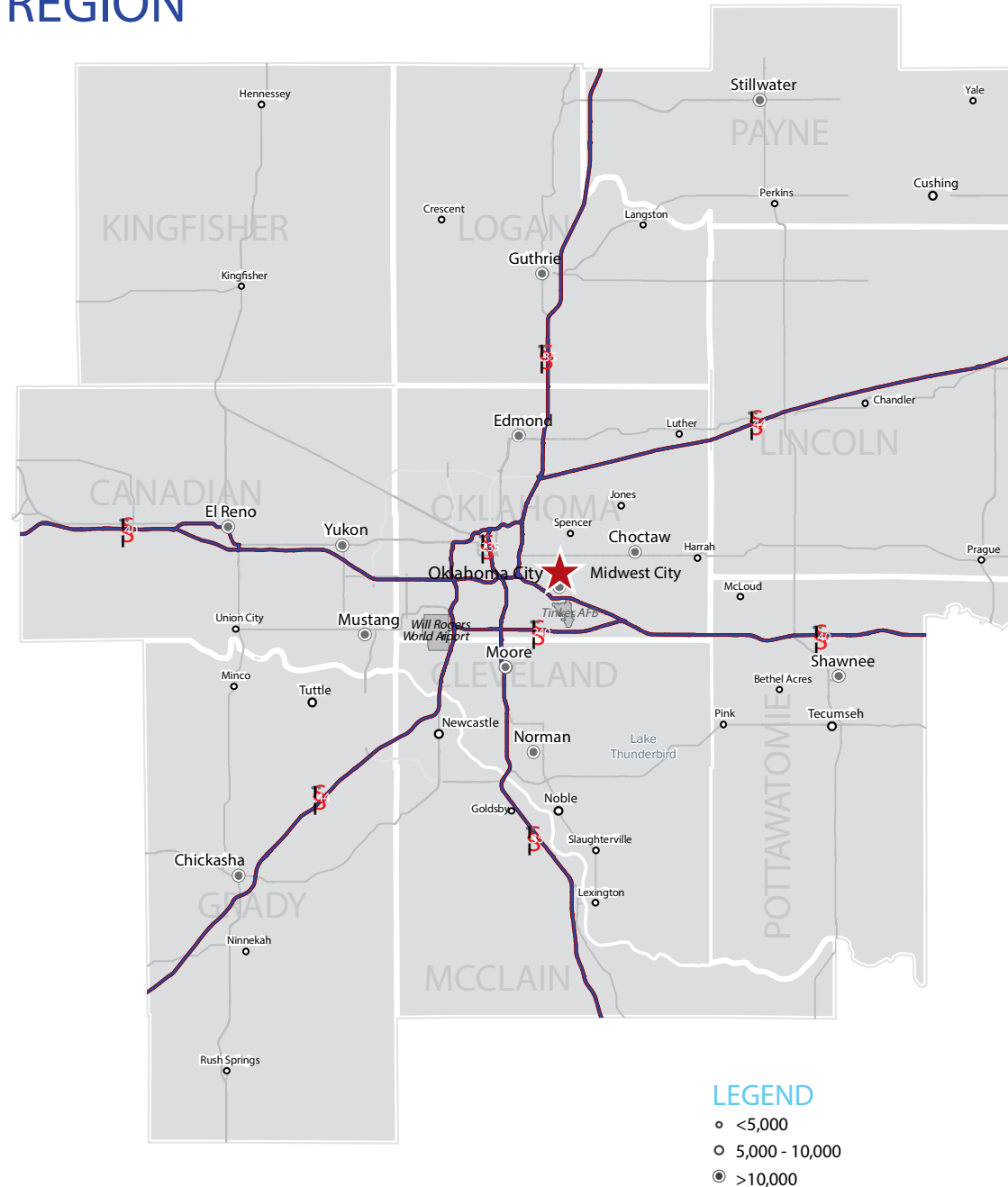
23,260
Employees
(2016)
1,878 Employers

Midwest City Household Income

\$47,094
Median Income
\$58,352
Average Income

Source: ESRI, STI

THE GREATER OKLAHOMA CITY REGION



Source: Greater OKC Chamber

Introduction

PURPOSE

The City engaged Catalyst Commercial to explore redevelopment scenarios for Heritage Park Mall. Heritage Park Mall sits mostly vacant on the northwest corner of East Reno Avenue & Air Depot Boulevard in Midwest City. The existing uses at the mall include LifeChurch, Sears, and Pelican's Wharf restaurant.

As part of this process, Catalyst completed interviews with Sears, LifeChurch.tv and Ahmad Baheini, the major landowners, to inform this study. Catalyst also examined both local and regional economic conditions and conducted a physical tour of the area to understand local context and potential impacts of adjacent uses on redevelopment scenarios.

The current vacancy factor of Heritage Park Mall has created significant economic and social implications. Activating the mall will increase economic opportunities for consumers and improve the health and vitality of the area. Vacancy also has a significant impact on the fiscal health of the City. Heritage Park Mall once generated more than \$1 million in annual property taxes. According to Oklahoma County records, the mall currently only generates approximately \$70,000 in fiscal impacts annually. There are also indirect economic losses due to the existing vacancy, such as wage loss, missed visitor spending and loss of operational revenue associated with the vacant commercial space.

Research has shown that commercial quality is one of the greatest contributing factors impacting neighborhood quality. Heritage Park Mall serves as a strategic gateway to adjacent neighborhoods, and therefore is likely affecting adjacent property values. Improving Heritage Park Mall

will contribute to the health and vitality of the adjacent neighborhoods by providing local services and shopping options and increased economic benefits to the owners, residents and City. Redevelopment could also integrate connectivity and walking trails to improve social health of the residents and greater integration into the adjacent neighborhoods.

In addition to economic consequences, the failed Heritage Park Mall also has social consequences. Heritage Park Mall once served as a community gathering space; now mostly vacant, the mall has a higher propensity for criminal activity and creates a negative perception for the community.

BACKGROUND

The 650,000 square foot Heritage Park Mall opened in 1978 and thrived during the 1970's and 1980's, as Midwest City boomed. Initial anchors at Heritage Park Mall included national anchors such as Sears, Dillard's, Montgomery Wards, and Wilson's. Other tenants in the mall included Spencer's Gifts, Hickory Farms, Olga's Kitchen, Musicland Records, Disc Jockey, and Jeans West.

Heritage Park Mall once served a large regional population until Shawnee Mall was built in 1989 and Quail Springs Mall opened in 1980. In addition, the 1980's included the Penn Square Mall upgrade and expansion. This additional competition and shifting population began to affect Heritage Park Mall by the late 1990's. Montgomery Ward closed in 1999 due to national bankruptcy and Service Merchandise also closed in 2000, due to bankruptcy. In 2007 Dillard's closed, and by 2010, Sears and only 6 other stores remained. The mall finally went dark in February of 2010.

LifeChurch.tv bought the former 100,000 square foot Dillard's building,

which is attached to the mall, for \$1.5 million in 2007 from Midland Capital LLC. LifeChurch.tv renovated the space for a satellite church and regional distribution center for its other facilities in 2011. Also, in 2011, Ahmad Baheini, an Oklahoma City based investor, purchased the 232,000-square-foot inline section of the mall for \$1.3 million.

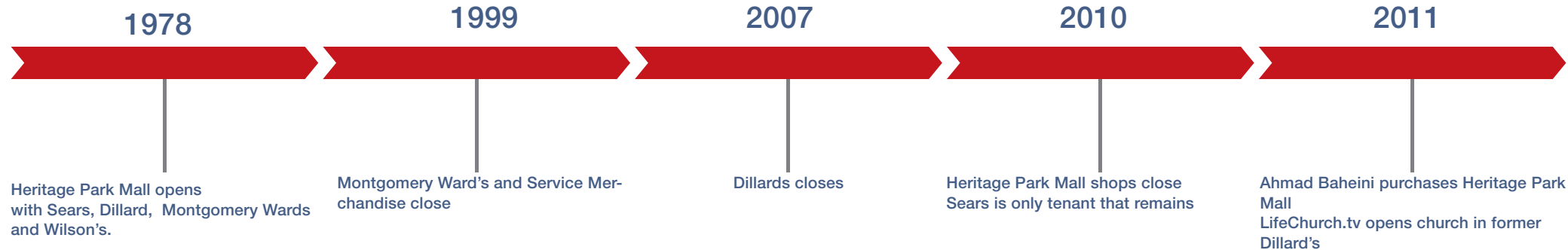
Most of the former shoppers of Heritage Park Mall have shifted to the Westgate Outlet Mall, Downtown Oklahoma City, Classen Curve, Quail Springs Mall, and Penn Square Mall. In addition, as the retail has shifted locally, the national conditions are also affecting the viability of malls nationally.

ABOUT MIDWEST CITY

Midwest City is located along Interstate 40 and near "America's Crossroads" of Interstate 35, Interstate 40 and Interstate 44. Midwest City was founded in 1941, due to Tinker Air Force Base. The increased population created demand for major retail developments, growth of high quality neighborhoods and many cultural attractions, such as the performing arts theatre. Midwest City is also less than 15 minutes away from downtown Oklahoma City, Bricktown, the Oklahoma City Museum of Art, Oklahoma City Zoo, Science Museum Oklahoma, Remington Park, National Cowboy & Western Heritage Museum, Oklahoma State Capitol, State Fair Park, and historic areas of Stockyards City and Frontier City.

Midwest City is located near the Oklahoma Welcome Center, Senior Center, Water Park, championship golf and nature and a number of recreational trails. The City recently updated its Park Master Plan to extend additional trails and add parks to the system.

Throughout the year, Midwest City programs many special events, which



draws regional tourists, such as the Star Spangle Salute in July, Made in Oklahoma Festival and the Holiday Lights Spectacular.

The Midwest City-Del City School District is one of the largest districts in the State with over 14,600 students. Midwest is also home to Rose State, one of the states' premier two-year colleges, with over 8,000 students located on a 116-acre campus.

The Oklahoma City region also is home to the University of Oklahoma, University of Central Oklahoma, Oklahoma City University, Oklahoma Christian University, Oklahoma Baptist University, St. Gregory's University, Southern Nazarene University and Oklahoma State University - OKC.

Midwest City enjoys the greatest concentration of technology companies in the State of Oklahoma. Midwest City has a symbiotic relationship to Tinker Air Force Base, a 5,000-acre military base, which forms Midwest Cities southern border. Tinker Air Force Base is the largest single-site employer in the state and has the largest civilian workforce of any US base. Midwest City is also home to Boeing, Pratt & Whitney, and Rolls Royce.





2. Market Trends

National Mall Trends

NATIONAL MALL TRENDS

Retail shoppers have seen a paradigm shift in purchasing preferences over the last few years, with the most pronounced results coming in the form of large-footprint retailers downsizing or closing altogether. In 2016, Macy's announced plans to close 100+ stores. In February, J.C. Penny announced that they would close nearly 140 stores in 2017. Some of the most notable closures in 2016 were; Sports Authority (450), Office Depot/Office Max (400), Macy's (100), Sears (50), and Walmart (35).



There are two dominant factors affecting malls. The first is a shift towards mixed-use lifestyle centers and secondly due to soft goods shifting towards e-commerce. While physical stores are still relevant, according to research conducted by the International Council of Shopping Centers (ICSC), now one in twenty consumers make a purchase after browsing an online store. E-commerce has also taken a bite out of the mall market share. According to research conducted by ICSC, consumers purchase at online retail websites an average of 2.2 times per month. Companies like Amazon are commanding large portions of the ecommerce retail. According to Yahoo and Google Finance, Amazon's 2016 market value of \$356B was greater than Sears, JC Penney, Nordstrom, Kohl's, Macy's, Best Buy, Target, and Walmart together.

According to the US Census Bureau, ecommerce as a percent of total retail

has increased from 4% to 8.3% (Q1 2010 to Q4 2016).

While there is a shift towards online purchases, the fact remains that traditional brick and mortar generates 91% of the total retail sales. The largest impact on malls is the emergence of mixed-use centers which are a confluence of retail, residential, office and other formats that offer greater choices in more engaging formats. Omnichannel retail is the experience that combines online and in-store purchases, exchanges, and returns. ICSC research indicates that 73% of consumers want to try on or touch merchandise before they purchase. The omnichannel approach produces higher net sales, almost 20% higher than online retailers without a physical presence.

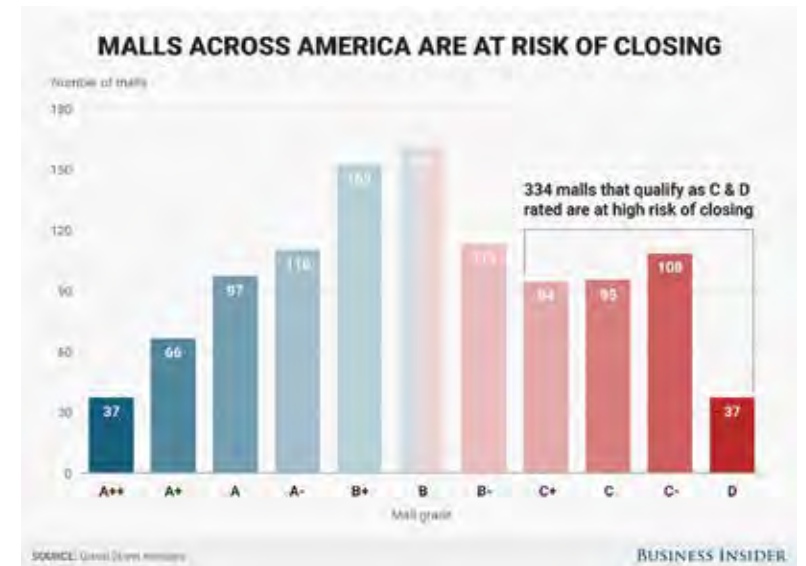


However, the type of retail that exists in traditional brick and mortar buildings has changed significantly. According to Cushman & Wakefield research, the amount of inline retail in a mall has dropped from 60% to 45% over a ten year period from 2007 to 2017. During that same time the category of entertainment, food & beverage has increased 200%, to now almost 20-30% of total floor space.

Consumers are seeking a more experience-oriented shopping with an emphasis on experience. Examples of retailers creating an experience

would be through offering samples to customers as they browse the store. Some sporting goods stores have incorporated putting greens or even rock climbing walls to bring customers into their store to try the equipment. Retailers like REI offer lectures and instructional classes that deepen relationships with the customer, and make them feel as though they are not just buying materials, but joining an organization they believe in. Home improvement stores offer do-it-yourself classes while appliance stores offer cooking classes to display their products.

This shift in retail typology means developers and property owners must see traditional retail through a new lens. Certain types of retail goods are more likely to be purchased online, while others have drawn a clear preference to in-store purchase. Goods like furniture, sporting goods, and cosmetics tend to attract more in-store purchases because the consumer wants to touch and feel the product first. These cultural shifts and format trends will have long-term impacts on retail and mall sustainability. According to Green Street Advisors, "department-store sales per square foot are down nearly 20 percent since 2006 and 800 more department stores, or 20 percent of U.S. mall anchor space, would need to close in order to achieve the productivity level of a decade ago."



Regional Conditions

REGIONAL CONDITIONS

The Oklahoma City metro is home to several college and universities including Oklahoma City University, Oklahoma State University - OKC, and University of Oklahoma. From 1970 to 2005, the Oklahoma City region experienced a 1.1 percent annual growth rate, adding approximately 430,000 people during that timeframe. However, since 2005, the annual growth increased to 1.6 percent annually. Today, the Oklahoma City metro population contains over 1.38 million people.

In the next five years, the metro is expected to grow even faster at 1.66 percent annually, reaching 1.5 million by 2021. Since 2010, the Oklahoma City MSA is the 10th fastest growing large metro in the country (more than 1 million population) and has grown more than twice as fast as the nation. Given current growth rates, the Oklahoma City metro will exceed 2 million population before the year 2040.

Oklahoma City's population continues to grow at an average annual rate of 1.6 percent trending towards 1.4 million by 2018. Slowing income growth combined with population gains are projected to leave per capita income unchanged in 2016 at \$46,064. Per capita income is expected to return to growth in 2017 and 2018 at rates of 2.2 percent and 1.6 percent respectively. Baseline expectations are for per capita income to reach \$47,818 by the end of the forecast period.

Energy and livestock are major components of Oklahoma City's growing economy. Recent fall in commodity prices for oil and gas have negatively impacted the energy industry, which has affected regional economic conditions. Historically, the OKC market has risen and fallen with energy and livestock conditions.

OFFICE TRENDS

The Oklahoma City office market experienced 521,000 SF of negative absorption in 2016. According to Price Edwards, the vacancy rate increased from 12.3% to 15.5% year over year. The greatest subarea affected is the Northwest submarket, which contributed to 57% of the overall negative absorption. The average vacancy rate increased from 10% to 17.2%, and class A vacancy increased from 7% to 25%. Average rental rates dropped from \$18.33 per SF to \$18.30 per SF.

Some of the largest contributors to the vacancies include RKI Exploration who acquired WPX Energy which created almost 70,000 square feet available in Oklahoma Tower. Williams Communications, merged with Access Midstream Partners, which was located in Central Park, created 100,000 square feet of space. Range Resources also cut 100 jobs and closed its 80,000 square feet office in Enterprise Plaza.

RETAIL DEVELOPMENT

Retail has been the strongest industry sector in 2016. GBT Development is completed phase one of The Market at Czech Hall in Oklahoma City. Initial anchors include Academy, Ross, Marshalls, Petsmart, Ulta and Five Below with the first phase a total of 180,000 square feet and seven pad sites. The total project will be approximately 450,000 square feet.

The Shoppes at Quail Springs was recently developed. This is a 91,000-square-foot, two-story multitenant retail and office center at May Avenue and the Kilpatrick Turnpike developed by Mazaheri Properties. Shoppes at Quail Springs will be mixed-use with retail, office and restaurants.

Winco Foods is under construction in Moore and Midwest City and will start construction soon in two additional OKC locations. Trader Joes also recently opened in Nichols Hills Plaza.

Chisholm Creek at Western and Kilpatrick Turnpike is home to many national retailers such as Cabela's, Top Golf and Iffy. In 2016 the developers added 76,000 in Tract 30 to be anchored by Yokozuna and other niche restaurants. Additional restaurants include Republic Gastropub, Torchy's Tacos, Fuzzy's Tacos, Potbelly Sandwiches, and Sidecar Barley and Wine Bar.

In addition to these projects, Lifetime Fitness will be taking the former Macy's location at Quail Springs Mall. According to Price Edwards, Aldi, Homegoods, Mattress Firm, Five Below are all active on the Oklahoma City region.

Within Midwest City, the Sooner Rose project located on 8.73 acres at Southeast 15th & Sooner is anchored by Academy and Hobby Lobby with three pad sites fronting on 15th Street, the developer is working with the city on approving a TIF for an additional \$60M phase, which would include a 10-screen theater and additional restaurant and regional entertainment/retail opportunities.

“Midwest City has potential for more retail. Current examples include Midwest City Town Center and the new entertainment activity.”

- Jim Parrack, S.V.P at Price Edwards & Co.

The Oklahoma City retail vacancy rate was 10.4% at end of 2016. Low energy prices and low income growth have reduced retail sales in recent years. The value-oriented retailers, such as TJ Maxx, Ross, and various dollar stores have favored under these conditions and are likely going to continue to be active as well.

The Midwest City submarket vacancy rate is currently estimated at 17% at Q4 2016, down from 17.5% in Q2 2016. This is due to a number of factors, a large percentage of the existing retail space is older, and like Heritage Park Mall, are prime for reinvestment. There are at least six retail centers in the Midwest City submarket that have at least 30% vacancy. However, Winco Foods and the Sooner Rose project and several other projects in the pipeline will improve these numbers.

MULTI-FAMILY ACTIVITY

The multifamily velocity has slowed due to poor economic conditions, but there are number of projects still in construction phase that will continue to add to existing inventory. There has been a large increase in multi-family permits until 2014. A majority of this growth as occurred near the urban core. Currently multi-family occupancy is close to 90%. However, according to Price Edwards, the average apartment rental rate increased 3.46 percent, even in light of slower absorption. This shows the resiliency of market demand and the propensity for Oklahomian's to live near the urban center.

New supply in Oklahoma City includes 300 additional units at the Cottages at Quail Springs Apartments, just north of Quail Springs Mall. The \$30 million project will have one- and two-bedroom apartments ranging from 789 to 1,267 square feet and rent for \$799 to \$1,299 per month, with average costs per unit at \$100,000. Price Edwards tracked over 3,400 new apartments completed in 2016 within the Oklahoma City, of which 25% were downtown. A survey reflected less than 50% or only 1,454 were rented.

Within Midwest City, the Boulevard at Lakeside is a new 216 unit multifamily project located just east of South Westminister Road on Southeast 15th Street. Both Price Edwards and ARA Newmark projected a steep drop in delivery of new units this year. Price Edwards estimates only 2,200 units will be constructed.

SINGLE FAMILY TRENDS

According to BuilderOnline, new home closings Oklahoma City dropped in 2017, but the percentage decrease was less, suggesting the market may

improving. New home closings decreased to 242. A total of 3,196 new homes were sold from August 2016 to August 2017, down from 3,270 for previous annual number in the preceeding month.

is currently \$261,305. The Average mortgage size on a new homes is \$225,653, as of August 2016.

There was no change in the composition of the new home market with regard to the types of properties sold in August 2016. Single-family home closings have accounted for 98.3% of new home closings while attached unit closings have represented 1.7% of closings. The average unit size of a new home is to 2,251 square feet.

Overall the housing market in the greater Oklahoma City market is anticipated to see moderate growth. While the greatest percentage of demand is for single-family, the areas with the greatest growth are areas near downtown and around concentrations of retail. The Heritage Park Mall site could be formatted to create greater housing choices around commercial uses and support greater transition between the mall site and the adjacent neighborhood. Housing could also be integrated to reduce the amount of commercial required to redevelop the site, since the majority of retail has shifted near Interstate 40.



New home closings made up 9.3% of overall housing closings. According to BuilderOnline, this is a decrease of 11.7% compared to last year. Resales and REO's also increased since 2016.

The average price for new home construction in the Oklahoma City market



Source: XX

Local Context

Heritage Park Mall is located on the northwest corner of Reno and Air Depot. The Heritage Park Mall consists of approximately 39 acres. Currently the mall has two anchors, Sears and LifeChurch. LifeChurch occupies approximately 8.5 acres and Sears is approximately 8 acres.

RETAIL

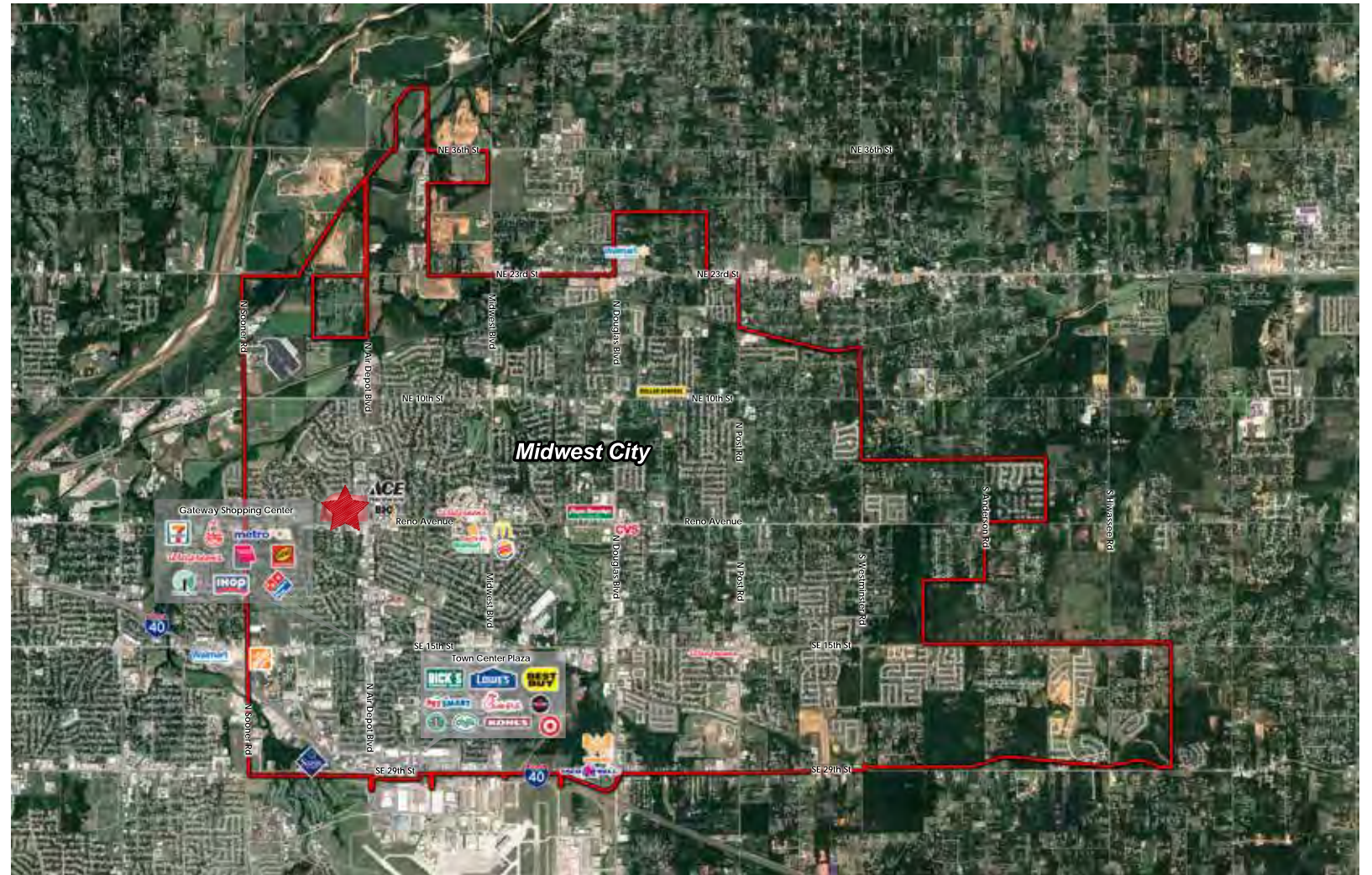
The greatest concentration of retail is near the Interstate 40 corridor, with most retail near the Air Depot and I-40 intersection. Town Center Plaza, a mixed-use lifestyle center, contains the greatest amount of national tenants. These include Dicks, Best Buy, Lowe's, Kohl's, PetsMart and Target. The I-40 and Sooner Road intersection also is home to Wal-mart, Home Depot and Academy Sports+Outdoors. Just West of Heritage Park Mall, the former Target is being converted to a Winco Foods at Midwest and Reno. While Midwest City has a significant amount of retail, the Heritage Park Mall location is situated to support local retail needs and regional retail demand.

MULTI-FAMILY

Just north of Heritage Park Mall, a planned multi-family development named Legacy Corners is developing new apartments. Additional multi-family is also planned at 10th and Westminster and 9th and Post. While a majority of the multi-family demand is centered around the urban core of Oklahoma City, the Heritage Park Mall site could accommodate a limited amount of residential, including high density apartments if integrated into a mixed-use format.

MEDICAL

The greatest concentration of medical is St. Anthony's. Integris Health System also recently announced expansion into Midwest City. Midtown Development at 15th and Douglas is also anchored by medical. Mercy, one of the largest Oklahoma City healthcare operators, has a facility at 15th and Douglas for a regional laboratory for its patient base. The Heritage Park Mall site could support the growing medical needs and leverage the existing medical base.



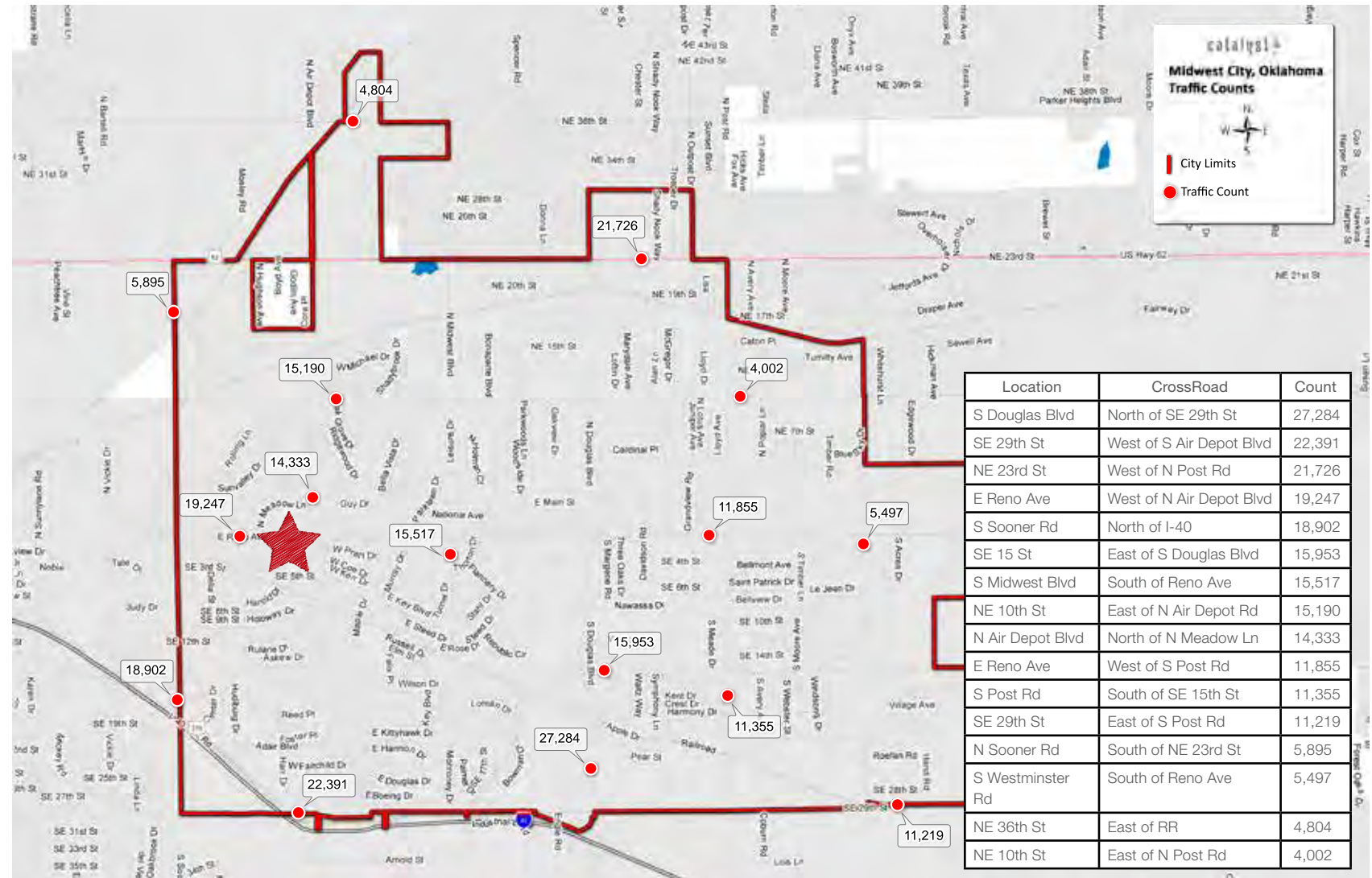
TRAFFIC PATTERNS

Traffic counts for Midwest City were compiled through the Association of Central Oklahoma Governments (ACOG) database to understand traffic patterns at key locations. While Heritage Park Mall counts are lighter than some areas in the region, there is a great level of connectivity to the greater Oklahoma City region via Reno and Air Depot. This is evidenced through growing traffic counts in a west-to-east direction as traffic flows towards Oklahoma City.

Interstate 40 is a major thoroughfare that connects the eastern portion of the Oklahoma City metro area and beyond to Interstate 35. This connection is vital to the mobility and flow of traffic in the region, as well as the nation. Traffic volumes just north of Interstate 40 along S Sooner Rd. register at 18,902 ADT, while just east of Interstate 40 along SE 29th St. they register at 22,391 ADT.

NE 23rd Street (US Hwy. 62) runs through the northern portion of Midwest City west into Oklahoma City. Traffic counts along NE 23rd Street are recorded at 21,726 ADT at the intersection of N Post Road. NE 10th Street volumes grow from 4,002 ADT at the intersection of N Post Road on the eastern portion of the City, to 15,190 ADT at the intersection of North Air Depot Boulevard.

Continuing the trend of growing traffic volumes in an east-to-west manner, traffic volumes along East Reno Avenue experienced growth from 11,855 ADT at South Post Road to 19,247 ADT just west of Heritage Park Mall. Just north of Heritage Park Mall, volumes of 14,333 ADT can be observed along N Air Depot Blvd. at the intersection of N Meadow Lane. While Heritage Park Mall does not have the highest traffic counts in the city, the location is strategic in terms of traffic counts relative to the traffic within the region, and should be attractive to higher intensity commercial or mixed-use options.

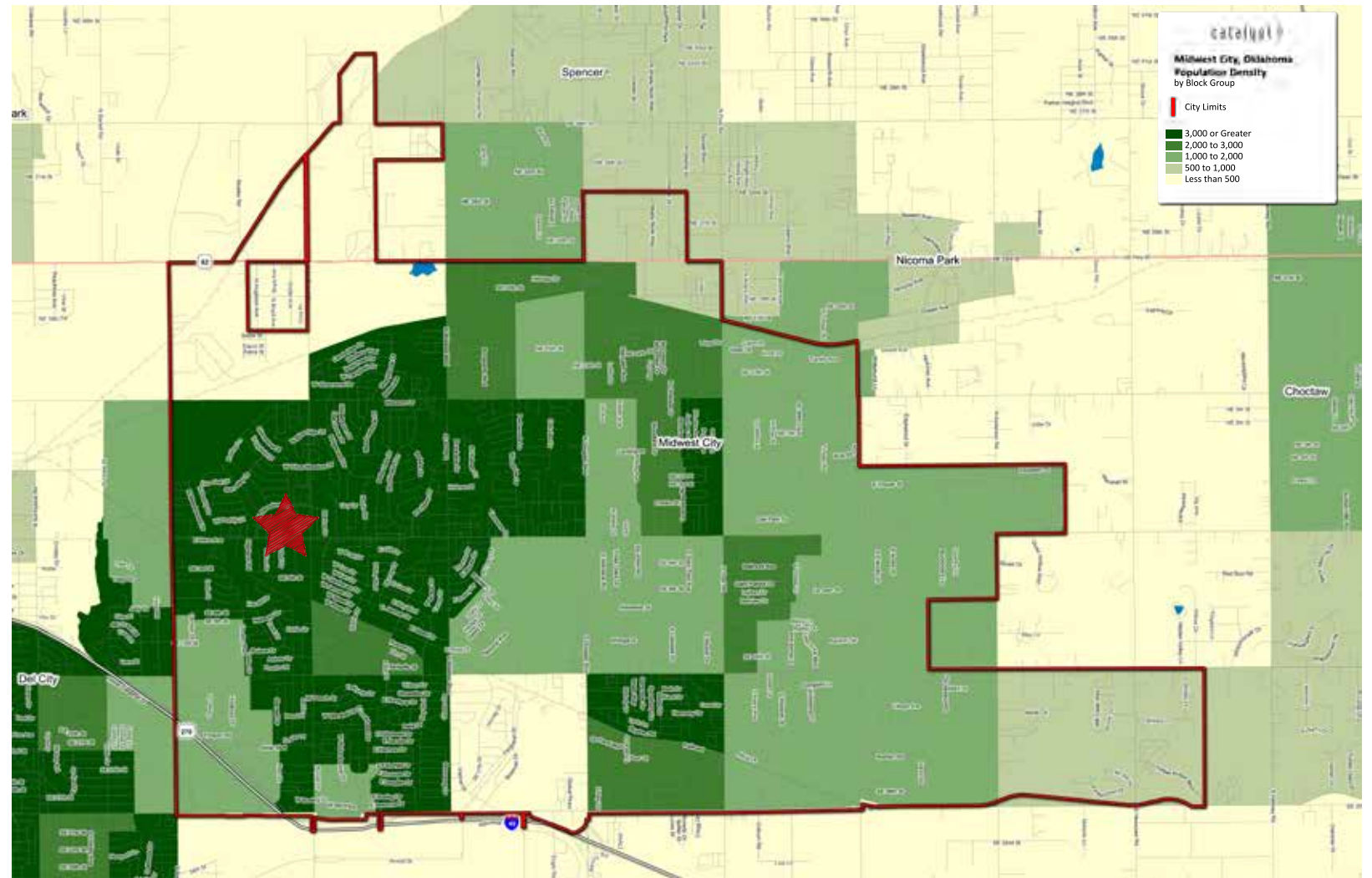
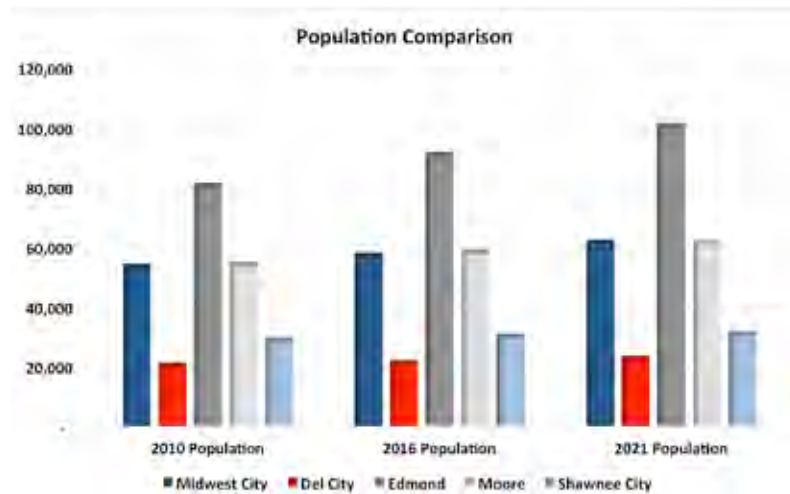


Demographics

POPULATION

Midwest City continues to experience population growth consistent with the greater region. Midwest City is projected to grow by 7.5% from 2016 to 2021. This population growth is higher than other major cities in the region with the exception of Edmond, which is expected to grow by 10.7% over the same time frame.

Currently, Midwest City has approximately 24,093 households with a population of 58,210. Based on these population projections the population will surpass 62,500 by 2021. As the population continues to increase, there will be more demands for additional housing choices and additional commercial services. The Heritage Park Mall is well positioned to capture future retail demand as well as a potential option for mixed-housing in a mixed-use format.

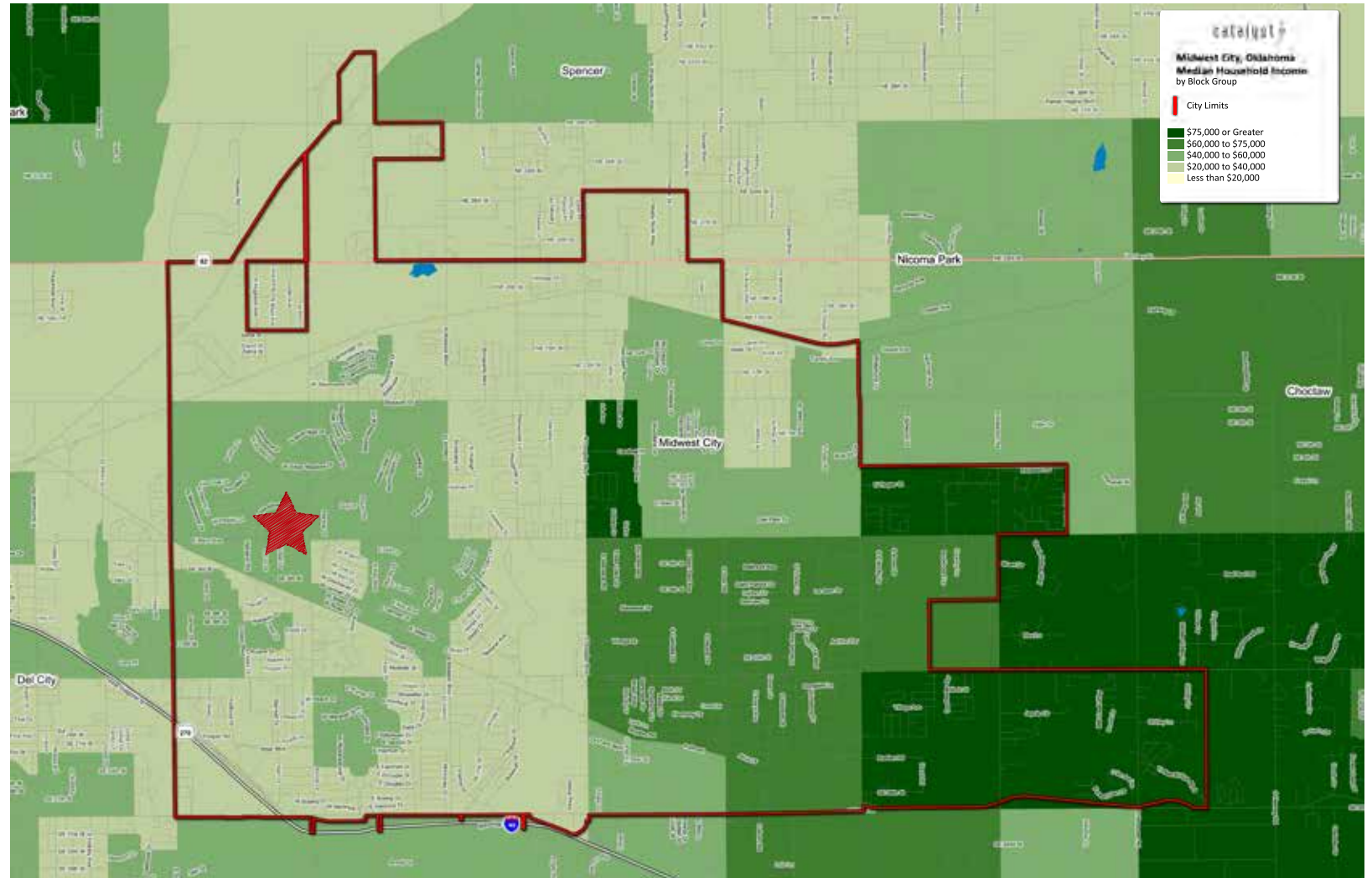
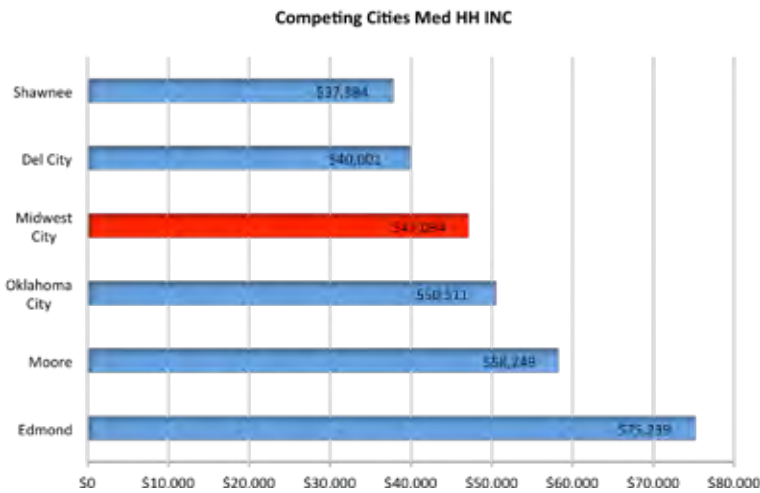


INCOME

Midwest City has a median households income of \$47,094 slightly lower than Oklahoma City with a median income of \$50,511. Approximately 21% of households earn \$50,000 to \$75,000, 16.1% earn \$35,000 to \$50,000, and 12.8% earn between \$75,000 and \$100,000.

Midwest City Income Level (2016)

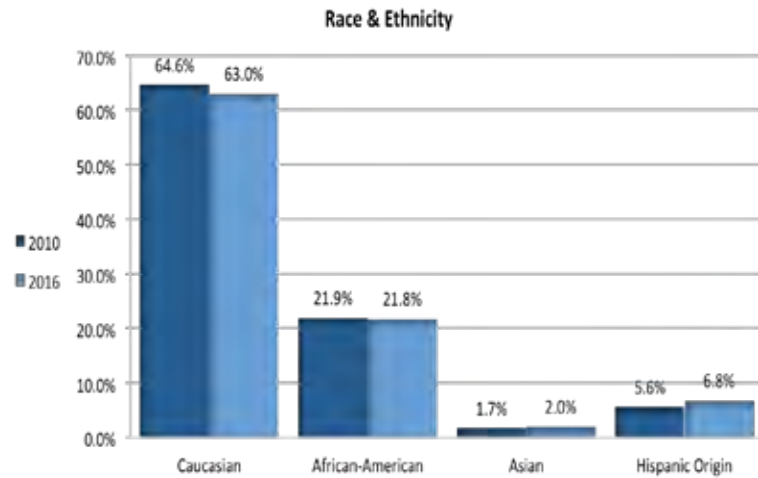
	Number	Percent
Less than \$15,000	736	12.1%
\$15,000 to \$24,999	644	12.1%
\$25,000 to \$34,999	1,127	12.2%
\$35,000 to \$49,999	1,381	16.1%
\$50,000 to \$74,999	2,303	21.3%
\$75,000 to \$99,999	3,179	12.8%
\$100,000 to \$149,999	1,773	10.1%
\$150,000 to \$199,999	1,634	2.1%
\$200,000 or more	557	1.3%
Total Households	13,334	100.0%



Source: U.S. Census 2010; 2008-2012 American Community Survey 5-Year Estimates, ESRI

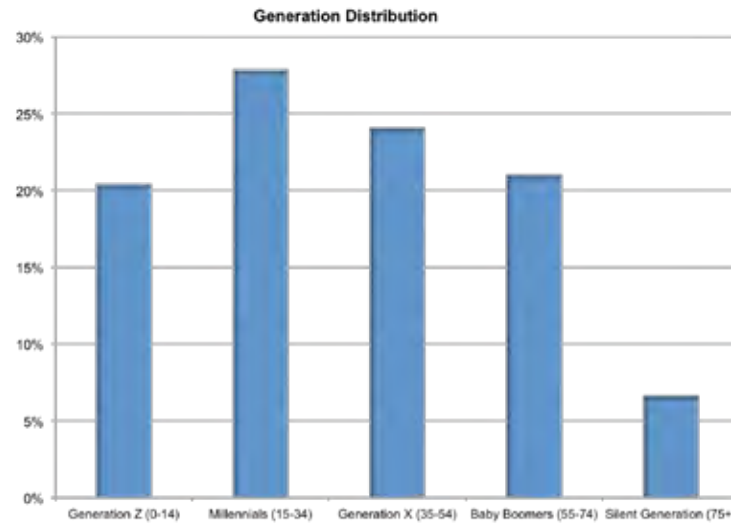
RACE AND ETHNICITY

Racial and ethnic composition in Oklahoma has changed only slightly in the past. In Midwest City, 63% of 2016 residents are identified as White, followed by 21.9% that identify as African-American, 7.3% as Two or More Races, 2.9% American Indian, and 2.0% Asian. Of these categories, 6.8% identify as of Hispanic origin.



AGE

Midwest City is home to a large number of young families. Nearly 60% of the population is under 45, and 27% is between 25 and 44. Millennials (ages 15 to 34) make up the largest portion of the overall population, followed closely by Generation X (ages 35 to 54)



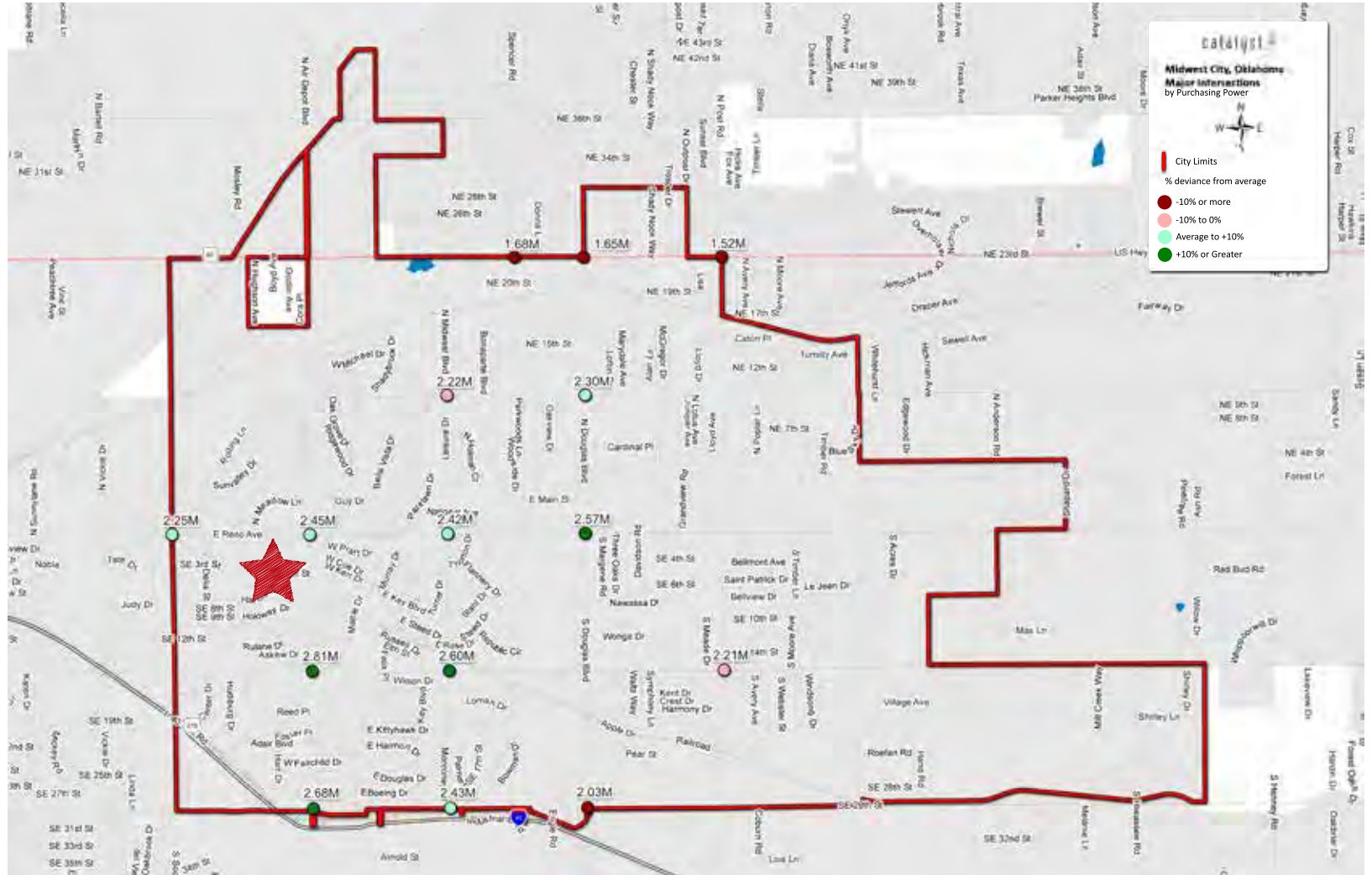
INTERSECTION CHARACTERISTICS

As part of this analysis, Catalyst explored purchasing power at various four-corner intersections within Midwest City. Purchasing Power is comprised of the population density coupled with the income associated within the study area. Retail spending is directly affected by both population and income. Regional averages reflect that area households spend approximately 24% of their total income on retail goods and services.

To evaluate the region, in context of retail spending potential, each intersection's purchasing power was calculated and then grouped in comparison to the average purchasing power for the intersections within the City. The average intersection purchasing power for Midwest City is \$2.5M. The greatest purchasing power was found at 15th and Air Depot and Air Depot and Interstate 40. The lowest purchasing power was found along Midwest City's northern corridor at NE 23rd due to the low density of population.

The Reno and Air Depot intersection, where Heritage Park Mall is located, scored just below average at \$2.45M. A gap analysis also reveals that Midwest City also has a large base of existing retail, which has shifted near I-40 and Air Depot, therefore retail demand is limited in Midwest City overall. As the population increases, the demand for retail will increase proportionally, however the population is not anticipated to increase substantially at this location since most of the residential is already established.

Going forward, to capture a greater market share merchandising will need to compliment existing retail base and new development should align with new consumer preferences of mixed-use and experience in order to be competitive in a market with limited retail demand.



3. Market Demand

Demand

RETAIL DEMAND

There are over 247,000 workers within a 20-minute drive of Heritage Park Mall. The existing workforce population may be leveraged to support existing and new retailers located in and near the mall. A capture of 1% of existing retail expenditures may generate \$16.8 million in retail expenditures for the subject site, which will support 55,691 square feet.

Currently, there are 112,000 vehicles per day that pass by the subject site. Commuters spend an average of \$131 per week on retail goods and services. A capture of 0.25% of the existing traffic flow would create \$2.3 million retail expenditures excluding gas, and support an additional 6,996 square feet of retail.

Rose State College is located in Midwest City 2.5 miles from the mall. There are approximately 6,612 students enrolled as of the 2015-16 academic year. The existing student population and spending patterns create a potential for \$24 million in off-campus expenditures. The majority of this spending is on groceries, restaurants, and drinking places. A destination that creates a vibrant walkable retail experience may capture 10% of existing student expenditures. The \$2.4 million in retail expenditures would support an additional 6,600 square feet of retail and restaurants.

The primary trade area for Heritage Park Mall is a 20-minute drive time. The primary trade area is the geographic area where 65% of customers originate. The PTA contains over 98,400 households with a population of 254,524. The combined PTA has an aggregate income of \$5.6 billion with retail expenditures of \$2.7 billion. Midwest City is the eastern gateway to Oklahoma City. US-62 and I-40 are the major corridors carrying residents living the eastern Oklahoma County into the Downtown corridor. Midwest City may capture a large portion of the retail expenditures for much of these households. Existing retail expenditures in the PTA is \$2.6 billion. Capture rates based on geography and distance from existing residential developments indicates retail expenditures that support 3.8 million square feet of retail and restaurants.

Midwest City 20min PTA Retail Demand Chart					
Category	Student Demand	Workforce Demand	Commuter Demand	Residential Demand	2016 Total Demand
Auto Parts, Accessories & Tire Stores	1,108		282	49,452	50,842
Furniture Stores				79,906	79,906
Home Furnishings Stores				36,150	36,150
Electronics & Appliance Stores				190,188	190,188
Bldg Material & Supplies Dealers				191,322	191,322
Lawn & Garden Equip & Supply Stores				28,466	28,466
Grocery Stores	1,361	48,832	1,010	384,609	436,024
Specialty Food Stores				89,816	89,816
Beer, Wine & Liquor Stores				51,298	51,298
Health & Personal Care Stores	902	94,231		284,948	380,595
Gasoline Stations		5,000	3,527	6,385	16,418
Clothing Stores	386	17,572	388	121,697	140,236
Shoe Stores	708	24,162	711	40,912	67,062
Specialty Retail (i.e. Jewelry, Luggage & Leather Goods Stores)	337	18,409		31,964	50,981
Sporting Goods/Hobby/Musical Instr Stores		10,470	355	80,289	91,114
Book, Periodical & Music Stores			355	33,891	34,246
Department Stores Excluding Leased Depts.		31,410		964,476	995,886
Other General Merchandise Stores		144,970	533	425,380	570,883
Florists			355	7,802	8,158
Office Supplies, Stationery & Gift Stores		35,437	355	44,783	80,576
Used Merchandise Stores			711	17,049	17,760
Other Miscellaneous Store Retailers			496	220,259	220,755
Full-Service Restaurants	852	46,049	598	204,397	252,322
Limited-Service Eating Places	772	62,015	847	229,639	293,876
Special Food Services				6,489	6,489
Entertainment	61	-			330
Lodging					1,466
Drinking Places - Alcoholic Beverages				9,072	9,072
Total Demand (SF)	6,487	538,557	10,523	3,830,637	4,392,237

MULTI-FAMILY DEMAND

The Oklahoma City multifamily experienced decreasing rents in 2016 primarily due to increases in local supply. Effective rents declined by 0.8% to \$0.84 per square foot year over year. However, the decline in rents will likely be short lived as these new units are absorbed. Occupancy rates are up from 87.5% to 88% since July 2016. Occupancy continues to increase, up 0.5% to 88% occupied units over the past year. The existing vacancy rates have created a competitive market increasing the properties offering concessions by 56.4%, with a total of 34% of existing properties offering concessions.

Within the Midwest City Submarket there are 42 properties with a total of 6,929 units. Effective rents are \$0.78 per square foot. There are development within the submarket commanding much higher rents and occupancy rates than average. Midwest City Depot built in 1985 is 97% occupied with effective rents of \$0.96 per square foot. Chapel Ridge at Tinker built in 2005 is 90% occupied with effective rents of \$0.89 per square foot.

Oklahoma County will gain 5,201 new households annually over the next five years. This household growth will create an annual demand of 1,679 new rental units. Turnover of existing owner-occupied households will generate demand for an additional 5,211 units throughout Oklahoma County. Turnover of existing rental households will generate demand for 27,003 rental units. Approximately 20% of the demand generated will be for new rental units creating a potential demand of 6,889 new multifamily units throughout the county. Based on recent trends, Midwest City will likely capture 1% of this demand.

Estimated Annual Demand Potential for Multifamily						
Based on 2016 - 2021 County Demographic Trends						
Monthly Rent	\$500 \$750	\$750 \$1,000	\$1,000 \$1,500	\$1,500 \$2,000	\$2,000 And Up	
Qualifying Income	Less Than \$35,000	\$35,000 \$50,000	\$50,000 \$75,000	\$75,000 \$100,000	\$100,000 And Up	Total
2016 Total Households ₁	311,617					
2021 Total Households ₁	337,621					
Avg. Annual Household Growth	5,201					
New Household Growth						
% Income Qualified	29%	13%	16%	11%	18%	87%
Renter Propensity	56%	43%	36%	23%	12%	37%
Qualified New Households	845	291	300	132	112	1,679

Sources: ESRI₁
 US Census American Community Survey₂
 US Census American Housing Survey₃
 US Census Building Permits Survey₄

Monthly Rent	\$500 \$750	\$750 \$1,000	\$1,000 \$1,500	\$1,500 \$2,000	\$2,000 And Up	
Existing Owner Household						
Total Households ₁	311,617	311,617	311,617	311,617	311,617	311,617
Owner Propensity ₂	41%	54%	62%	76%	88%	53%
Total Owner Households	37,051	21,876	30,912	26,051	49,360	165,250
Qualified Owners in Turnover	2594	1531	1855	1042	4442	11464
Estimated % Rent vs. Purchase ₃	81%	71%	34%	27%	25%	45%
Estimated Owners in Turnover that Rent	2,101	1,087	631	281	1,111	5,211
Existing Renter Households						
Total Households ₁	311,617	311,617	311,617	311,617	311,617	311,617
Renter Propensity ₂	56%	43%	36%	23%	12%	32%
Total Renter Households	50,607	17,419	17,949	7,884	6,731	100,590
Annual Turnover Rate ₂	38%	34%	35%	32%	33%	36%
Qualified Renters in Turnover	19,231	5,923	6,282	2,523	2,221	36,179
Estimated % Rent vs. Purchase ₃	85%	78%	65%	44%	38%	75%
Estimated Renters in Turnover that Rent	16,346	4,620	4,083	1,110	844	27,003
Income Qualified Households						
Total Potential Demand	19,291	5,998	5,014	1,523	2,067	33,893
Percent New Renters ₃	15%	23%	19%	27%	59%	20%
Total Potential Demand for New Units	2,945	1,378	930	413	1,223	6,889
City Capture Rate _{3,4}						
Total Potential New Multifamily Demand	29	14	9	4	12	69

SINGLE FAMILY DEMAND

Oklahoma County is projected to gain 5,201 new households annually over the next five years. This household growth will create an annual demand of 2,755 new homes. Turnover of existing owner-occupied households will generate demand of 5,339 home transactions throughout Oklahoma County. Turnover of existing rental households will generate demand for 7,147 new homes. The total projected demand for new homes is 9,902 countywide.

Across all income categories, our projection shows that Midwest City has the potential to capture over 220 new buyers annually. Of which, there is demand for more than 50 homes valued above \$200,000. This can come in the form of smaller patio homes, townhomes, condo's and smaller custom homes, and integrated into a development that has a wide range of housing types to eliminate large developments with isolated housing types and values.

Estimated Annual Demand Potential For Purchase Residential									
Based on 2016 - 2021 County Demographic Trends									
Home Value	less than \$100,000	\$100,000 - \$150,000	\$150,000 - \$200,000	\$200,000 - \$250,000	\$250,000 - \$300,000	\$300,000 - \$400,000	\$400,000 - \$500,000	\$500,000 and above	
Qualifying Income	less than \$40,000	\$40,000 - \$65,000	\$65,000 - \$90,000	\$90,000 - \$110,000	\$110,000 - \$125,000	\$125,000 - \$150,000	\$150,000 - \$200,000	\$200,000	Total
2016 Total Households ₁	311,617								
2021 Total Households ₁	337,621								
Avg. Annual Household Growth	5,201								
New Household Growth									
Total Annual New Households ₁	5,201	5,201	5,201	5,201	5,201	5,201	5,201	5,201	5,201
% Income Qualified	34%	19%	13%	7%	3%	3%	4%	4%	87%
# Income Qualified	1,768	988	676	364	156	156	208	208	4,525
Owner Propensity	43%	59%	69%	85%	81%	80%	94%	91%	61%
Qualified New Households	760	583	467	309	126	125	196	189	2,755

Sources: ESRI₁
 US Census American Community Survey₂
 US Census American Housing Survey₃
 US Census Building Permits Survey₄

Home Value	less than \$100,000	\$100,000 \$150,000	\$150,000 \$200,000	\$200,000 \$250,000	\$250,000 \$300,000	\$300,000 \$400,000	\$400,000 \$500,000	\$500,000 and above	
Existing Owner Household									
Total Households ₁	311,617	311,617	311,617	311,617	311,617	311,617	311,617	311,617	311,617
% Income Qualified ₂	34%	19%	13%	7%	3%	3%	4%	4%	87%
Owner Propensity ₂	43%	59%	69%	85%	81%	80%	94%	91%	53%
Total Owner Households	45,558	34,932	27,952	18,541	7,572	7,479	11,717	11,343	165,095
Annual Turnover Rate ₂	7%	5%	6%	5%	14%	4%	17%	6%	7%
Qualified Owners in Turnover	3189	1747	1677	927	1060	299	1992	681	11572
Estimated % Rent vs. Purchase ₃	18%	28%	42%	51%	65%	95%	78%	84%	46%
Estimated Owners in Turnover that Rent	574	489	704	473	689	284	1,554	572	5,339
Existing Renter Households									
Total Households ₁	311,617	311,617	311,617	311,617	311,617	311,617	311,617	311,617	311,617
% Income Qualified ₂	34%	19%	13%	7%	3%	3%	4%	4%	87%
Renter Propensity ₂	54%	39%	30%	15%	17%	20%	5%	9%	32%
Total Renter Households	57,213	23,091	12,153	3,272	1,589	1,870	623	1,122	100,933
Annual Turnover Rate ₂	38%	34%	33%	18%	43%	46%	24%	32%	36%
Qualified Renters in Turnover	21,741	7,851	4,011	589	683	860	150	359	36,243
Estimated % Rent vs. Purchase ₃	9%	26%	40%	47%	57%	67%	58%	60%	20%
Estimated Renters in Turnover that Rent	1,957	2,041	1,604	277	390	576	87	215	7,147
Income Qualified Households									
Total Potential Demand	3,291	3,113	2,775	1,059	1,205	985	1,836	976	15,241
Percent New Renters ₃	83%	84%	75%	55%	43%	71%	15%	41%	65%
Total Potential Demand for New Units	2,717	2,624	2,071	586	516	701	282	405	9,902
City Capture Rate_{3,4}									
City Capture Rate _{3,4}	2%	2%	2%	2%	2%	2%	2%	2%	2%

SMALL OFFICE DEMAND

Currently, there are 1,878 businesses employing over 23,260 workers throughout Midwest City. Of the existing business, there are 706 firms that reside in small office spaces, and employee 5,902 of the existing workforce. These businesses occupy approximately 590,200 square feet, 71%, of the existing office space.

Absorption of Class A & B office space has averaged 1,447 square feet per year over the last five years. Based on these trends, there is likely to be positive absorption of 1,030 square feet of small office space annually. A well-planned development at the subject site with access to retail and restaurants may capture 258 square feet of new office demand.

Additionally, the site may capture turnover from existing office space. Approximately 29,510 square feet, 5% of existing office inventory, turn over annually due to business relocations. Assuming the subject site captures 15% of turnovers, the site may capture an additional 3,800 square feet of space annually.

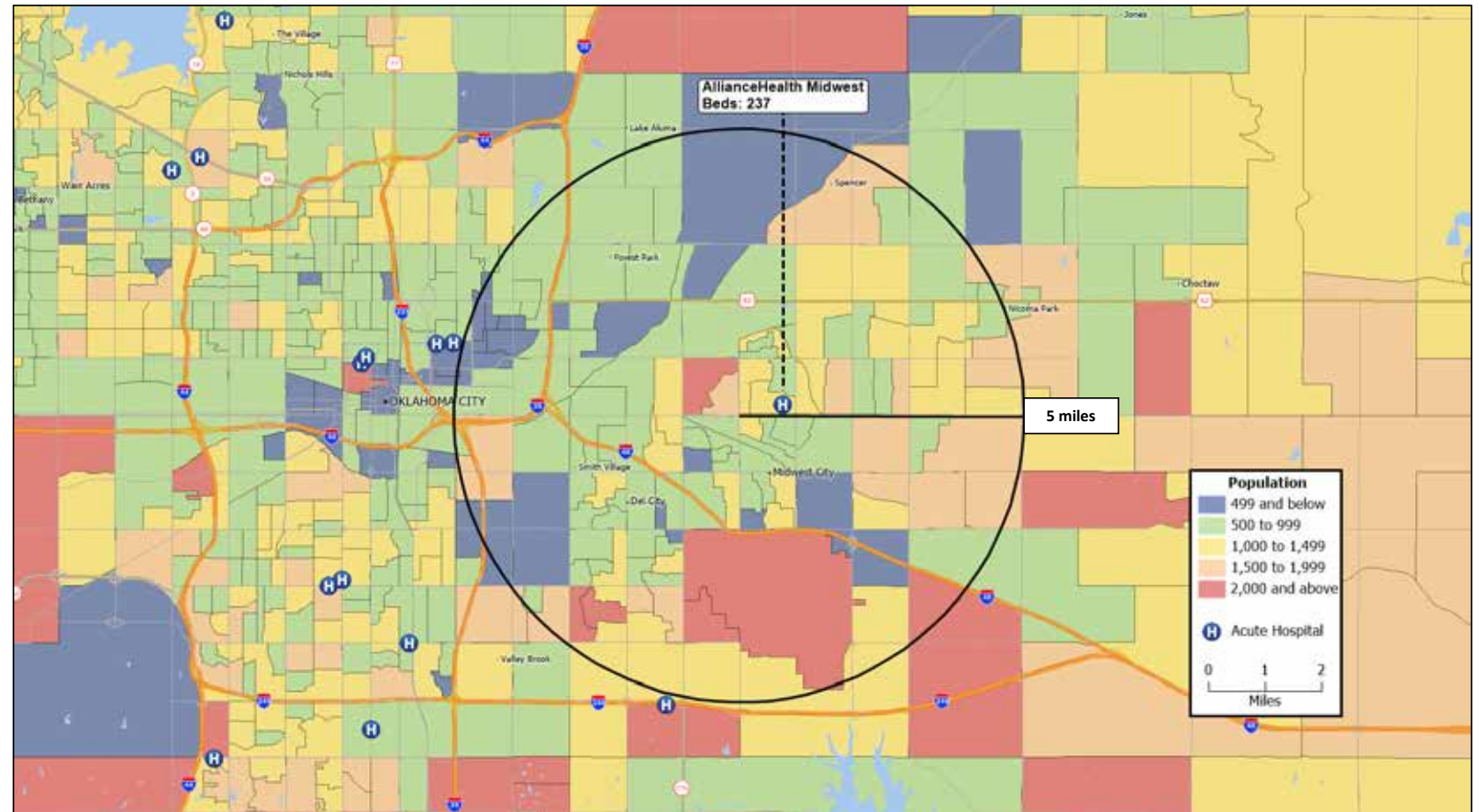
Small Office Demand Analysis - Midwest City			
	Firms	Employees	Employees/Firm
Finance & Insurance	206	826	4
Real Estate	132	982	7
Professional, Scientific & Tech Services	97	687	7
Legal Services	28	138	
Health Services	238	3,053	13
Arts & Entertainment	21	216	10
Total	722	5,902	8
Avg. SF per Employee	100		
Total Small Office SF	590,200		
Total Office SF	828,964		
Small Office Portion of Office Space	71%		
Avg. Submarket Class A + B SF Absorption	1,447		
Potential Small Office Class A +B SF Absorption	1,030		
Estimated Subject Site Capture Rt.	5%		
Potential Capture SF from Absorption	52		
Potential Turnover	5%		
Potential Turnover SF	29,510		
Avg. Vacancy Rate	15%		
Total Occupancy from Turnover	25,069		
Estimated City Capture Rt.	15%		
Potential Capture SF from Turnover	3,760		
Total Potential SF	3,812		
Source: ESRI, Xceligent			

MEDICAL DEMAND

AllianceHealth Midwest, located in Midwest City on the eastern edge of Oklahoma County, provides comprehensive medical care from diagnosis to treatment for a full range of illnesses, injuries, and disorders. With nearly 300 primary care specialty physicians on the medical staff, services are provided through hospital divisions such as the Oklahoma Regional Heart Pavilion, Midwest Mental Health, Midwest Rehab/Sports Medicine, Diagnostic Imaging Center and Renaissance Women's Center of Midwest City. The facility is a 255-bed acute care facility with over 1,400 employees. There were over 13,600 admitted patients in 2001 and over 46,000 emergency room visitors.

MARKET ACUTE CARE HOSPITALS

The following map represents the Midwest City market area and displays current population by census block group as well as the location of nearby Acute Care hospitals.



MEDICAL DEMAND

To understand the characteristics of the local medical service area, a census of acute care facilities were located, in and around Midwest City. For the purpose of this analysis, a five-mile service area was established as the primary service area for Midwest City.

Hospital Name	Health System	Distance (Miles)	Beds	Address	City	State	ZIP	Gross Revenue	Discharges	Patient Days
AllianceHealth Midwest	Community Health Systems	0.8	237	2825 Parklawn Drive	Midwest City	OK	73110	\$1,172,347,147.00	8,977	39,838
Oklahoma Heart Hospital South		5.2	46	5200 East I-240 Service Road	Oklahoma City	OK	73135	\$499,646,509.00	4,442	17,319
Oklahoma University Medical Center	HCA	5.2	705	700 North East 13th Street	Oklahoma City	OK	73104	\$4,538,951,519.00	34,575	212,075
Oklahoma City VA Medical Center	Department of Veterans Affairs	5.5	0	921 Northeast 13th Street	Oklahoma City	OK	73104	\$0.00	0	0
Saint Anthony Hospital	SSM Health Care	6.7	545	1000 North Lee Avenue	Oklahoma City	OK	73102	\$1,630,745,338.00	17,642	103,050
Bone & Joint Hospital at St. Anothony	SSM Health Care	6.7	33	1111 North Dewey Avenue	Oklahoma City	OK	73103	\$90,201,994.00	1,461	3,743
Surgical Hospital Of Oklahoma		7	12	100 Southeast 59th Street	Oklahoma City	OK	73129	\$70,731,697.00	160	345
INTEGRIS Southwest Medical Center	INTEGRIS Health	7.6	336	4401 South Western Avenue	Oklahoma City	OK	73109	\$1,095,232,839.00	9,852	50,411
One Core Health Orthopedic Hospital		7.8	8	1044 Southwest 44th Street	Oklahoma City	OK	73109	\$68,343,165.00	225	557
Southwest Orthopaedic and Reconstructive Specialists		8.5	14	8100 South Walker Avenue	Oklahoma City	OK	73139	\$204,174,500.00	750	1,760
INTEGRIS Baptist Medical Center	INTEGRIS Health	10.5	542	3300 Northwest Expressway	Oklahoma City	OK	73112	\$2,804,403,069.00	21,395	123,404
AllianceHealth Deaconess	Community Health Systems	10.9	231	5501 North Portland Avenue	Oklahoma City	OK	73112	\$655,640,482.00	5,136	24,192
Community Hospital of Oklahoma		11	49	3100 Southwest 89th Street	Oklahoma City	OK	73159	\$410,798,317.00	1,778	5,400
Northwest Surgery Hospital		11.4	9	9204 North May Avenue	Oklahoma City	OK	73120	\$75,964,391.00	388	773

The Department of Veterans Affairs does not release operations data.

MARKET SHARE ANALYSIS

AllianceHealth Midwest and Saint Anthony Hospital currently service over 50% of the market share for the Midwest City primary service area.

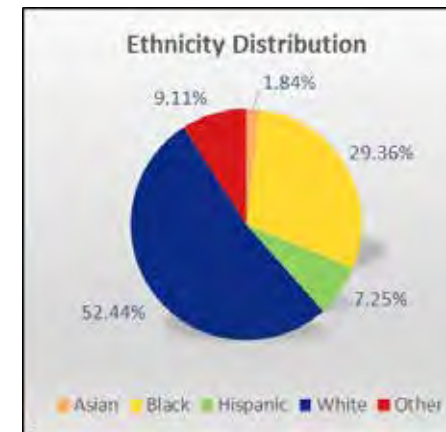
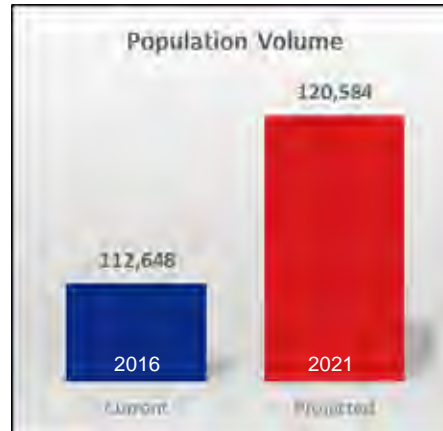
Hospitals	Market Cases	Market Share
AllianceHealth Midwest	2,359	29.64%
Saint Anthony Hospital	1,881	23.64%
Oklahoma University Medical Center	1,120	14.07%
INTEGRIS Southwest Medical Center	727	9.14%
Oklahoma Heart Hospital South	606	7.61%
INTEGRIS Baptist Medical Center	570	7.16%
Mercy Hospital Oklahoma City	206	2.59%
Norman Regional Hospital	107	1.34%
AllianceHealth Deaconess	100	1.26%
Valir Rehabilitation Hospital	84	1.06%
McBride Clinic Orthopedic Hospital	74	0.93%
Curahealth - Oklahoma City	45	0.57%
Midwest City Specialty Hospital	35	0.44%
Oklahoma Heart Hospital North	31	0.39%
Select Specialty Hospital - Oklahoma City	13	0.16%

SERVICE AREA BENCHMARKS

As part of this analysis, service area benchmarks were established to understand how regional growth trends will affect the future market needs for the Midwest City primary service area. Over the next five years, the population increase within the service area is anticipated to exceed 7.04%. Currently the population volume is 112,648 patients, this is anticipated to increase to over 130,584. As the population volume increases, the primary facilities will have to develop capacity for the additional volume. This also creates demand for new facilities which might be able to be integrated into Heritage Park Mall redevelopment plans.

SERVICE AREA BENCHMARKS

The Midwest City market area in a benchmark analysis shows the following characteristics in comparison to the U.S., state of Oklahoma, and Oklahoma County. "Current" indicates 2016 and "Projected" indicates 2021.



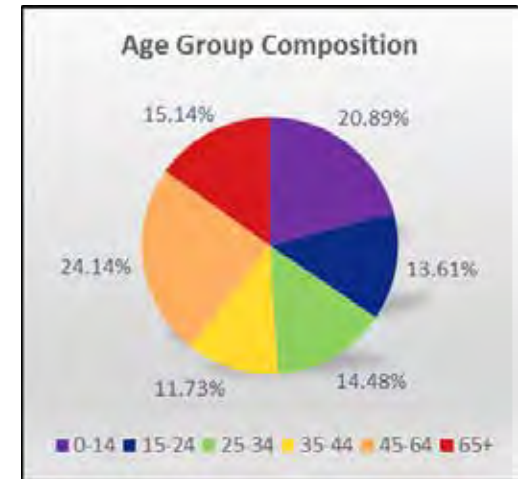
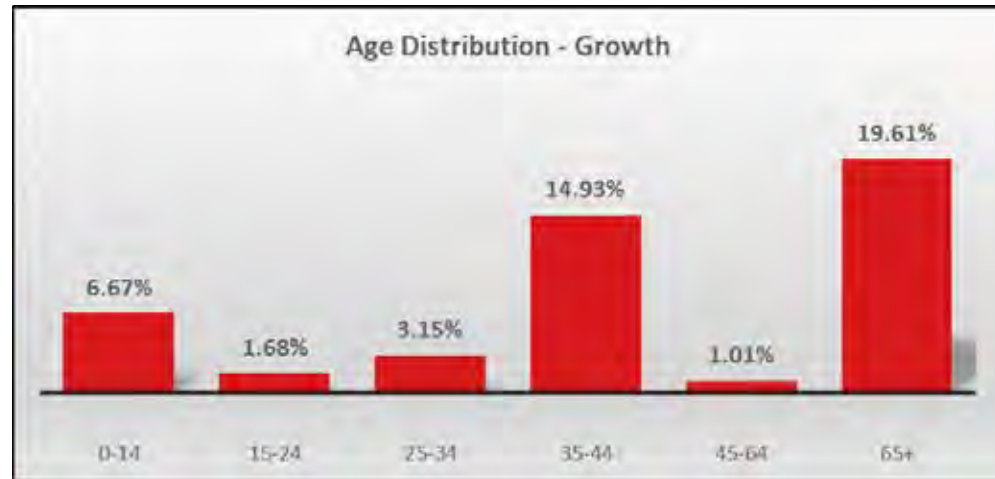
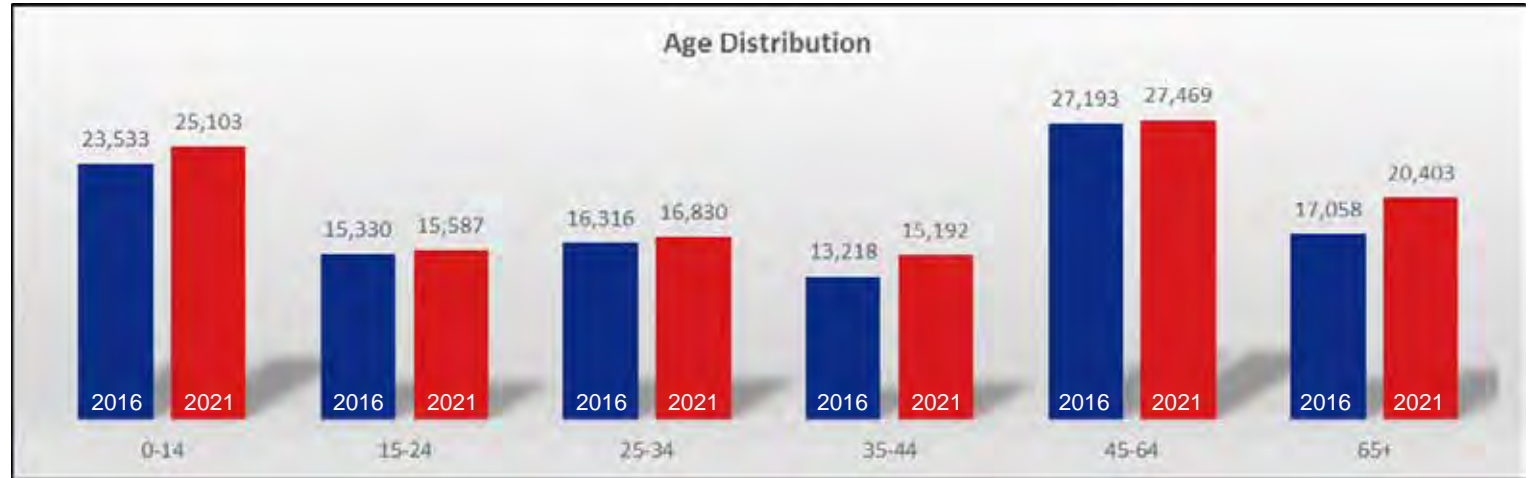
POPULATION CHARACTERISTICS

Over the next five years the greatest cohort increase will be seniors (65+) at over 19.61% growth rate. Seniors only represent 15.14% of the population base today. Seniors have the greatest percentage of health issues such as, obesity, hypertension, and personal care assistance. Seniors have a greater need for long-term care services such as adult day services, home health, assisting living, memory care and nursing home communities.

The second highest increase is anticipated to occur within the 35-44 year olds, at 14.93%. This group only represents 11.73% of the population today.

GENERAL POPULATION CHARACTERISTICS

The graphs below represent the age distribution of the patients in the Midwest City market area.

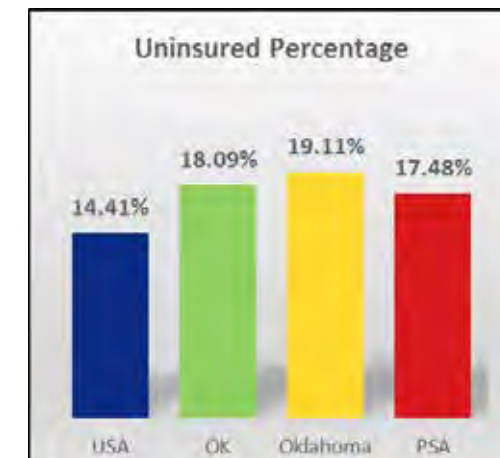
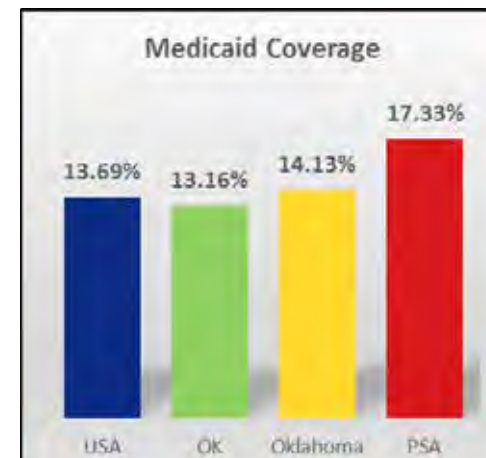
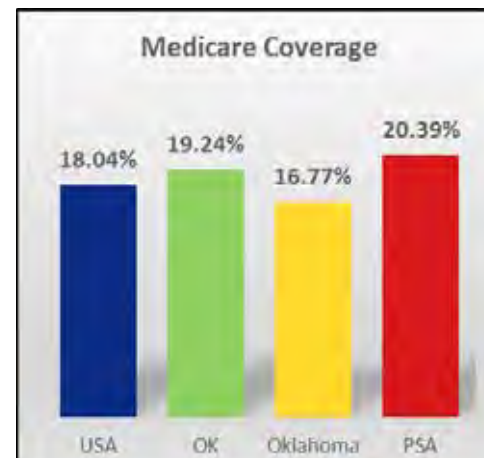
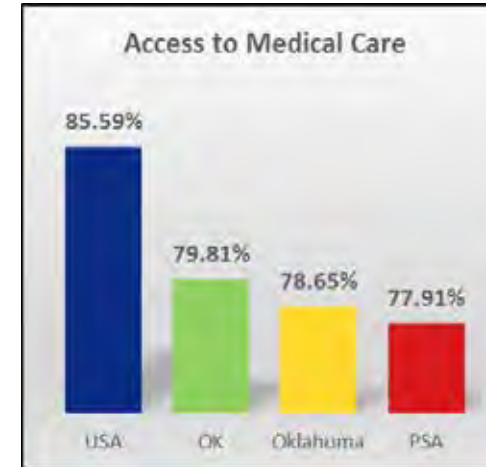
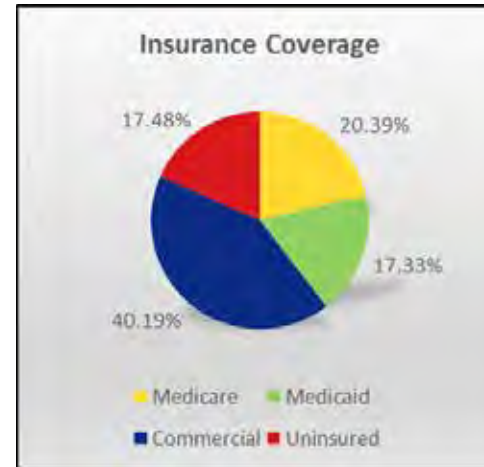


INSURANCE COVERAGE

Insurance coverage is a major contributing factor to healthcare utilization. The percentage of uninsured will affect the propensity for healthcare. There has been substantial research showing that people who cannot afford health care services, either private pay, or social health insurance (such as Medicare), or public programs such as Medicaid, or other means (enlisted military), may not receive needed services. Over 80% of the primary service area has insurance coverage, and 50% of this group has commercial insurance, which is attractive to specialty services and independent providers.

INSURANCE COVERAGE

The following graphs represent the percentage of the population with various insurance coverage types in comparison to the U.S., State of Oklahoma, and Oklahoma County.

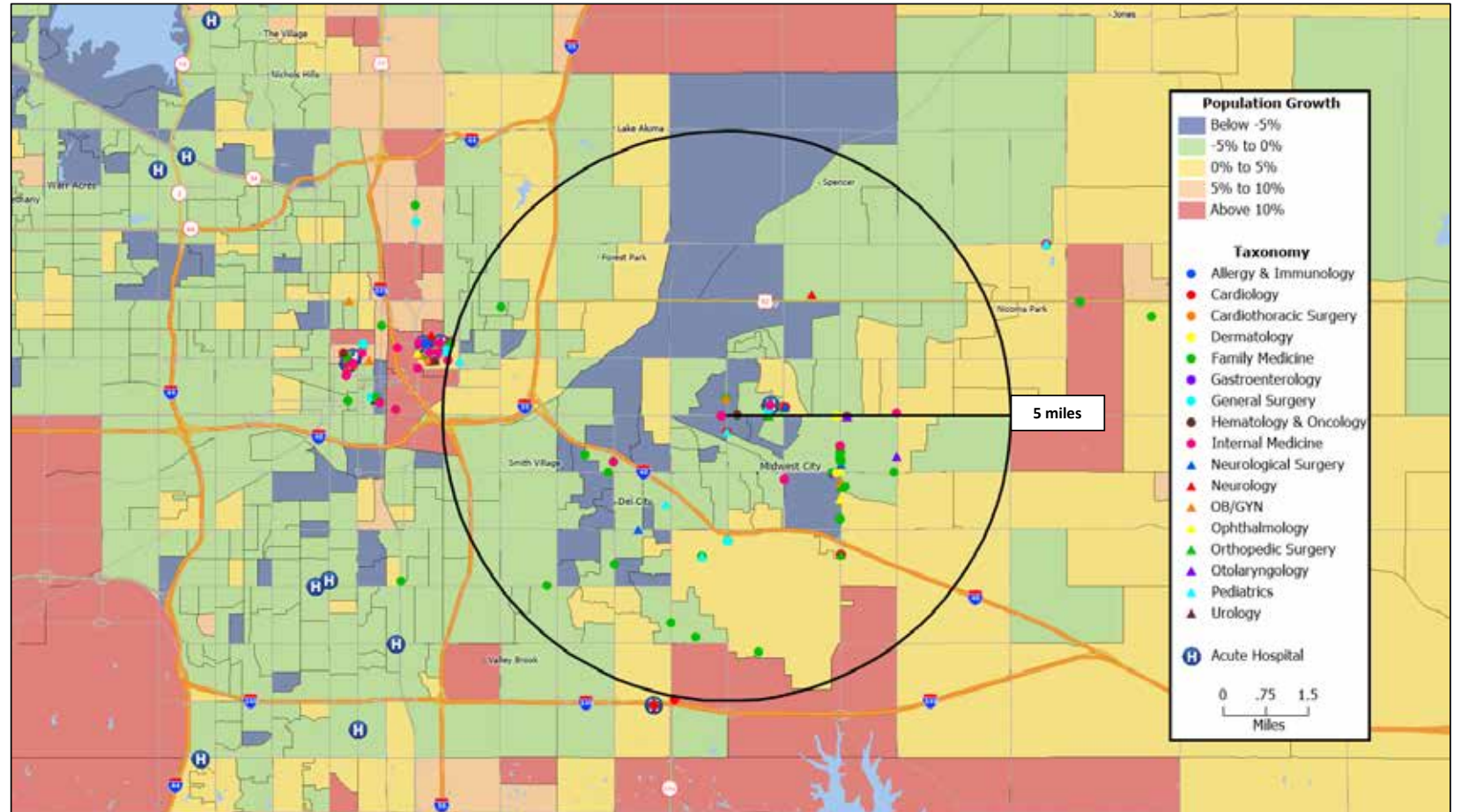


MEDICAL DEMAND

As part of this analysis, a census of existing physicians was conducted by type to identify the existing supply of services against the projected demand of patient volume.

PHYSICIAN LAYOUT

The following map displays the Midwest City market area, projected population growth (2016-2021) by census block group, and the location of market physicians.



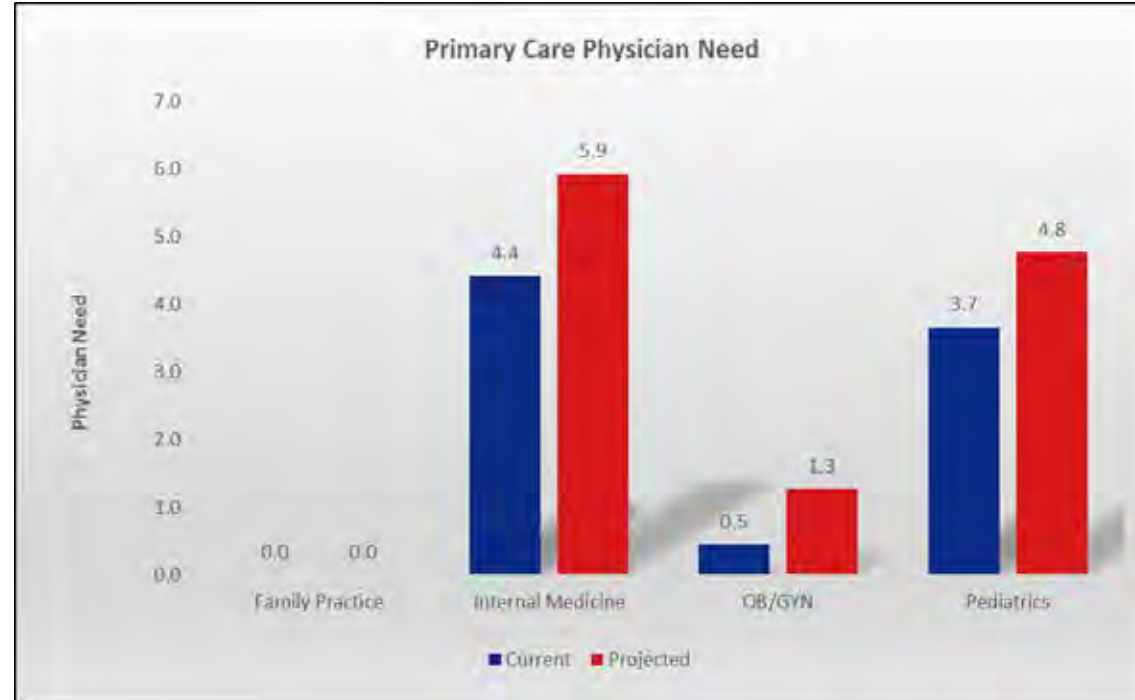
The information provided herein is deemed reliable and is subject to errors, omissions, change of terms and/or conditions.

PHYSICIAN DEMAND

The dominant need within the Midwest City primary service area is for internal medicine, ob/gyn, and pediatric services. The adjacent chart reflects the current physician demand and projected physician demand by specialty.

PHYSICIAN NEED – PRIMARY CARE

The graph below shows the need for additional primary care physicians in the Midwest City market area. This need is based on the patient demand for services and the capacity of each physician specialty.



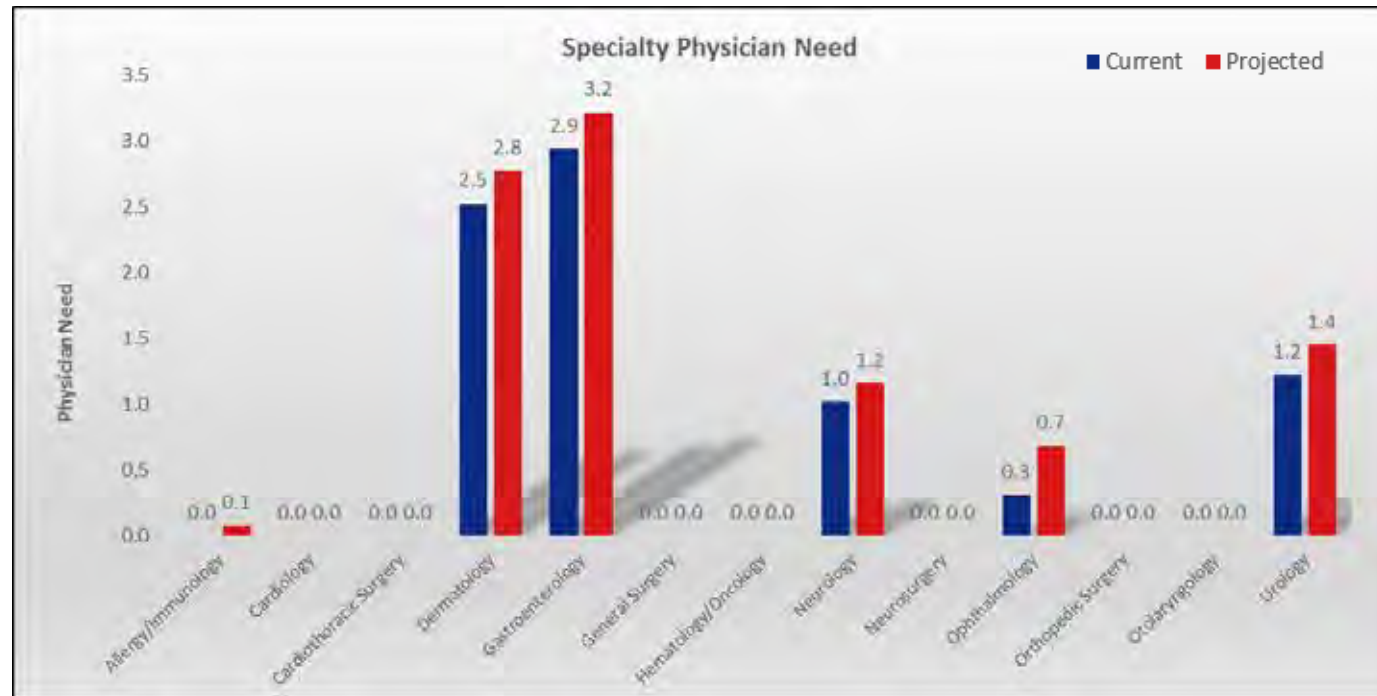
MEDICAL DEMAND

The Physician Needs Analysis reflects the greatest patient demand for:

1. dermatology
2. gastroenterology
3. neurology
4. ophthalmology, and
5. urology.

PHYSICIAN NEED – SPECIALTY PHYSICIANS

The graph below shows the need for additional specialty physicians in the Midwest City market area. This need is based on the patient demand for services and the capacity of each physician specialty.



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4. Community Input

Community Input

OWNERSHIP INPUT

Catalyst met with Sears representatives on September 26, 2016 at Sears Holdings Corporation offices in Hoffman Estates, IL. This meeting included Sue Walker of Catalyst Commercial, Jason Claunch, President of Catalyst Commercial and Sherry Devoe, real estate strategist for Sears. Sears did not indicate any short-term plans for the location in Midwest City. They outlined that a typical process, if we had any interest, would be to submit any preferred terms in writing, they would review with the Sears real estate department and would reply if they had any interest. They indicated that the Midwest City Sears was profitable and was owned by Sears Holdings Corporate and not the REIT that purchased a number of non-performing locations.

Catalyst met with LifeChurch on October 27, 2016. The church indicated that they have close to \$10m in the upgraded facility, including land costs. The church currently uses the facility for church services and distribution/warehouse to support the other church locations. The church would consider exploring various scenarios if it supported the community needs, but did not have any plans to close or relocate. They would consider making additional investments in the site if it promoted the community.

Catalyst toured the mall with city staff and Ahmad Bahreini on October 27, 2016. Mr. Bahreini indicated he purchased the mall as an investment and continues to market and maintain the mall. He has engaged a local development partner and engineer to explore potential redevelopment scenarios. One option would be to create storefront/exterior entrances on the Reno side to lease to traditional in-line tenants to bring in revenue and activate the mall as he sources anchors for the remainder of the space.

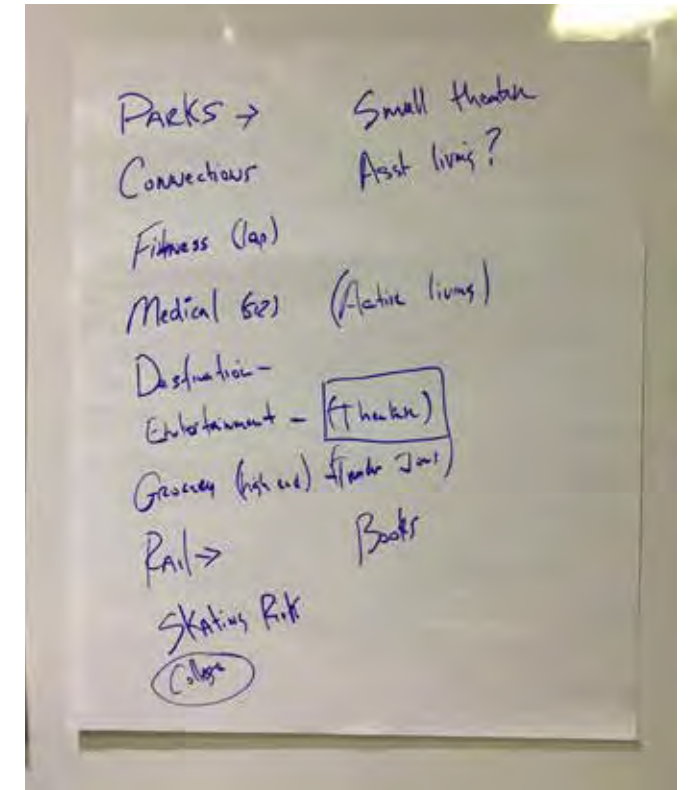
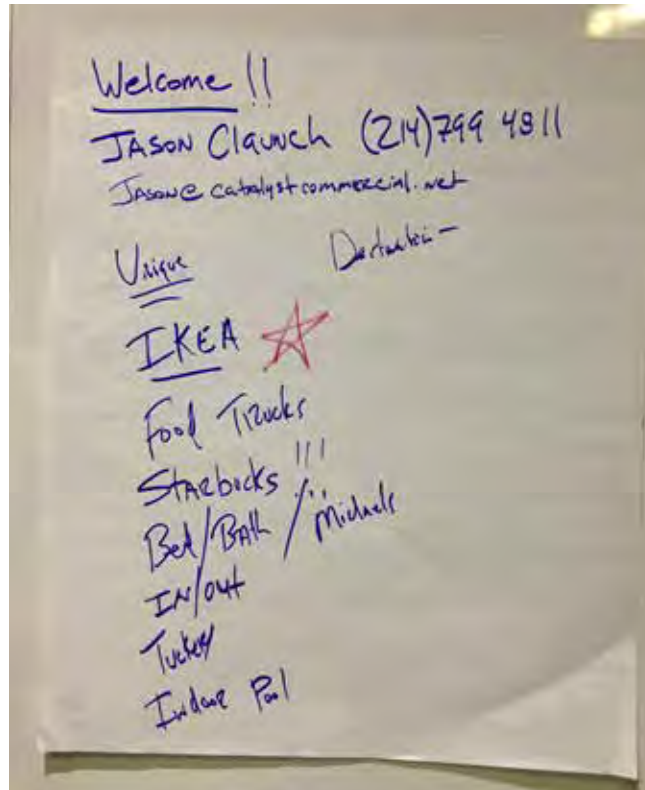


COMMUNITY WORKSHOP

On February 6, 2017, Catalyst hosted a community-wide workshop to discuss community desires and needs for Heritage Park Mall. This event was attended by over 75 local leaders, city staff, citizens and business owners. In addition, representatives from LifeChurch, Sears and the mall attended the workshop. The following are key topics that came from the attendees:

1. The community desires unique, destination-oriented uses to replace the vacant mall.
2. There is a need for additional open-space/parks in Midwest City and this location could provide some sort of community gathering place.
3. The city needs places for young families. The mall could be developed with families in mind such as a skating rink, entertainment center, small theater.
4. The city needs additional specialty grocers, such as Trade Joes, like the one at Nichols Hills.
5. The site could accommodate medical to serve the older population in Midwest City.
6. The redevelopment plans should consider the potential rail connection being planned south.
7. The mall could be redeveloped for senior housing, memory care or assisted living.
8. The development strategy could include active living, such as an indoor pool, recreating center, or fitness.
9. Food trucks would be a great use to serve the neighborhood and provide different food options for area residents and cater to after church guests.
10. The area needs a bookstore.
11. There needs to be more nightlife in Midwest City. A bar could provide after dinner entertainment or a place to gather after movies.
12. The site would be a great use for additional retail such as Bed Bath and Michaels which offer high quality goods and value oriented pricing.
13. We need more local restaurants.

14. We need a major anchor, such as Ikea, to replace the vacant tenants.
15. To access the mall currently, you have to drive. There needs to be better connectivity from the adjacent neighborhood.



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5. Case Studies

Red Bird Mall - Dallas, Texas

Site Details: 120 Acres

Cost: +/- \$20M

Scope/Services: Redevelopment

CHALLENGE

DeBartolo Development expanded its activity in the Dallas area and opened Red Bird Mall in south Dallas in 1975. This was another mall developed around the existing Sears store. Eventually a Dillard's was added and more recently a Macy's.

In 1996 -97 the owners did a major remodel and made a name change to Southwest Center Mall. However the name change was more confusing than helpful as most local people still called it Red Bird. In 1998 an \$18M food court was added. Over the years, there was a fracture in ownership. The Dillard's added 50K to their footprint.

OUTCOME

In 2015 a local Dallas investor named Peter Brodsky (HBC Investments) acquired the majority of the mall. Construction plans to develop a Marriott Courtyard, tech incubator, new office, green space, and upscale apartments are expected to take off in 2018. Ownership is negotiating with Macy's to purchase their building as well. By converting the mall to a mixed-use development where people also live and work, Brodsky said, it can be successful.



Valley View Mall - Dallas, Texas

Site Details: 450 Acres

Cost: \$4B

Scope/Services: Redevelopment

CHALLENGE

Valley View mall resides in North Dallas along I-635 & Preston Road, just east of the Galleria and Dallas North Tollway.

Until 2012, Valley View housed anchors such as Sears, Dillard's, Foley's, Macy's, and Sanger-Harris. There is an AMC Theater that opened in 2004, and still operates within the mall. In 2012 the mall was purchased by Beck Ventures out of bankruptcy.

OUTCOME

Beck Ventures is the master developer of what will be called Dallas Midtown Redevelopment. They have spent the past several years designing and planning a \$4 billion development with a 450 acre redevelopment zone.

Plan highlights include:

- Hike and bike trails connecting to White Rock Lake
- Outdoor shopping
- Restaurants & entertainment
- AMC Theater 10 screen
- Office towers
- Upscale residential units
- 2 high-end hotels
- Interactive water feature

The City of Dallas is allocating approximately \$36M in TIF funds for the project and construction is expected to be completed in 2019.



City of Dallas



Richardson Square - Richardson, Texas

Site Details:

Cost:

Scope/Services: Redevelopment

CHALLENGE

In 1977 the DeBartolo Development company developed Richardson Square Mall, anchored by a Montgomery Wards and an existing Sears store.

The 850,000 SF Richardson Square Mall featured the following:

- Dillard's (former Joske's)
- General Cinema Theater (became a Barnes & Noble 1998)
- Montgomery Wards (became 175,000 SF Super Target in 2002)
- Oshman's Sporting Goods
- Old Navy
- SteinMart
- 80+ non-anchor tenants
- Sears (130,000 SF) stand alone before the mall

The major tenants at Richardson Square were pulled out and between 2004-2007 the mall portion between Sears and Target were demolished. Fortunately both Sears and Target own their sites, while Simon retained the property between the two.

OUTCOME

The City of Richardson provided a 10 yr 50% sales tax rebate to Target which expired in 2012. No other incentives are currently involved in Richardson Square.

At 370,000 SF Richardson Square is about half the size of the original mall (includes Target which was part of the former mall, but not Sears) and the other tenants: Lowe's Home Improvement (150,000 SF), Shoe Carnival (11,000 SF), Ross Dress for Less (35,000 SF).

Total taxable value* Sears (\$7.6M), Target (\$12.9M) and the 3 tenants in the Simon-owned portion (\$19.9M).



Villa Italia Mall - Lakewood, Colorado

Site Details: 104 Acres

Cost: \$750M

Scope/Services: Redevelopment

CHALLENGE

Villa Italia Mall was constructed in the 1960's, and occupied over 100 acres of land, with 1.4M square feet of retail. A gradual decline in the economy, and lack of upkeep forced the mall to close its doors for good in 2001. The mall and land were owned by separate individuals, and the soil beneath the mall was contaminated with chemicals.

OUTCOME

Continuum Partners bought the property in 2002, and began demolition of the mall shortly after. They were able to acquire \$2M in loans from the Environmental Protection Agency to clean the soil.

The land was broken into 22 city blocks to create a pedestrian-friendly downtown district called Belmar.

Belmar includes:

- Open air mall containing 900,000 square feet of retail
- 269,000 square feet of office space
- Restaurants & entertainment
- Public arts program
- 1,300 single-family homes
- Townhomes, condominiums, and upscale apartment homes

The development boasts over 8,000 solar panels on top of the parking garages, powering the lights in the parking stalls of the garage. The development generates roughly \$17M annually in tax revenue, which is four times more than the original mall.



Landmark Mall - Alexandria, Virginia

Site Details: 11.4 Acres

Cost: N/A

Scope/Services: Redevelopment

CHALLENGE

Landmark Mall originated as an open-air mall in 1965. In 1990 it was converted into an enclosed mall, while in 2006, owner General Growth announced plans to convert the mall back to its original open-air concept. In 2009, the mall was purchased by the Howard Hughes Corporation.

OUTCOME

The current proposal submitted by the Howard Hughes Corporation would result in the demolition of the central area of the mall and replace it with mixed-use residential and retail. This scenario would result in roughly 400 apartments, and 300,000 square feet of retail and restaurants, and a 10-screen movie theater being created.

The Howard Hughes Corporation is engaged with the City of Alexandria in negotiations for an incentive package likely in the form of tax increment financing (TIF).³



6. Potential Scenarios

Existing Conditions

LOCATION

Heritage Park Mall is located on the northwest corner of Reno and Air Depot. The main entrance is off Reno with side entrances on Air Depot and rear entrance on Meadow Lane. Air Depot is a four-lane divided thoroughfare with a landscaped median and a posted speed of 40 mph

Reno is a four-lane divided thoroughfare with a posted speed of 40 mph. There is a signal at Bell Drive, which serves as the main entrance to the mall.

The adjacent neighborhood to the north is well maintained and consists of homes with a median price per square foot of \$73. The median price of homes currently in this area is \$91,900. The median rent price in is \$750.

ADJACENT USES

The site is across from Town and Country Plaza, a 128,231 square foot retail center anchored by Ace Hardware, Aaron's, CitiTrends and Big Lots. Immediately south of the site is Goodwill. Most of the uses along Reno Avenue, near the site, are discount retailers and fast-food restaurants.

MALL CONDITIONS

Upon physical review, the site is generally flat with some drainage which connects into a regional system along Meadow Lane. The exterior of the building is in good condition. There have been some reported issues with the roof, electrical and mechanical system of the main mall area. Note: This analysis did not include an inspection of the mechanical, civil, legal or architectural standards. The parking lot in front of LifeChurch has been maintained. The remainder of the mall is starting to show cracks and signs of wear.

Along Reno Avenue there is a closed Whataburger and Becker's Auto Repair shop operating on the hard corner of Air Depot and Reno Avenue. According to the owner of the mall, there are plans to renovate the Whataburger for a fast food user. There are no known plans for the Becker Auto Repair facility.



Scenario 1



SUMMARY

This scenario shows the Life Church and Sears remaining, but reflects demising the main mall core and redeveloping the core into sub anchor/junior anchor spaces and creating additional pad sites along Reno Avenue to activate the frontage. This scenario also shows integrating a “main” street from Reno Avenue, aligning with the existing mall entrance, north to a proposed fitness (YMCA) use along the northern portion of the mall site.

NEXT STEPS

- Explore REA/OEA and PBA to explore any conflicts with Scenario 1 on existing agreements.
- Explore TIF with city to allow for funding of site improvements and amenities.
- Coordinate with LifeChurch and Sears on landscaping and facade improvements for continuity.



HERITAGE PARK MALL
MIDWEST CITY OKLAHOMA

OPTION 1

FEBRUARY 17, 2017  

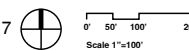
Scenario 2



HERITAGE PARK MALL
MIDWEST CITY OKLAHOMA

OPTION 2

FEBRUARY 17, 2017



SUMMARY

This scenario shows the Life Church and Sears remaining, but reflects demising the main mall core and redeveloping the core into a “common green.” This scenario also considers additional pad sites along Reno Avenue to activate the frontage. This scenario shows mixed-residential around the northern section of the existing mall property and connecting the existing neighborhood to the mall and allowing access to commercial services, the church and the park without having to drive. This scenario also includes food trucks along the park frontage to encourage continuous evolution of experiences in a mobile, low-cost format to activate the open space.

NEXT STEPS

- Revise OEA/REA to allow for redevelopment plans.
- Explore TIF with city to allow for funding of site improvements and amenities.
- Coordinate with LifeChurch and Sears on landscaping and facade improvements for continuity.

Scenario 3



SUMMARY

This scenario shows the Life Church and Sears redeveloped into an entertainment/fitness use. This plan reflects demising the main mall core and redeveloping the core into a “common green.” This scenario also considers additional pad sites along Reno Avenue to activate the frontage. This scenario shows mixed-residential around the northern section of the existing mall property and connecting the existing neighborhood to the mall and allowing access to commercial services, the church and the park without having to drive. This scenario also includes food trucks along the park frontage to encourage continuous evolution of experiences in a mobile, low-cost format to activate the open space.

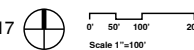
NEXT STEPS

- Revise OEA/REA to allow for redevelopment plans.
- Explore TIF with city to allow for funding of site improvements and amenities.
- Coordinate with LifeChurch on landscaping and facade improvements for continuity.
- Requires acquisition of Sears



HERITAGE PARK MALL
MIDWEST CITY OKLAHOMA

FEBRUARY 17, 2017



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6. Fiscal Summary

Fiscal Comparison

	Existing	Scenario 1	Scenario 2	Scenario 3
Project Value				
Sears	\$ 2,962,519	\$ 2,962,519	\$ 2,962,519	\$ 17,132,640
Heritage Park Mall	\$ 1,203,710	\$ 27,000,000	\$ -	\$ -
Montgomery Ward	\$ 798,360	\$ 4,050,000	\$ -	\$ -
Life Church	\$ -	\$ -	\$ -	\$ -
Pelican Rest	\$ 448,494	\$ 448,494	\$ 448,494	\$ 448,494
Vacant Whataburger	\$ 227,500	\$ 227,500	\$ 227,500	\$ 227,500
Office/Employment	\$ -	\$ -	\$ -	\$ -
Outlots	\$ -	\$ 22,375,000	\$ 22,375,000	\$ 22,375,000
Residential (Rental)	\$ -	\$ -	\$ 21,250,000	\$ 21,250,000
Residential (For Sale)	\$ -	\$ -	\$ 8,470,000	\$ 8,470,000
Estimated Value	\$ 5,640,583	\$ 57,063,513	\$ 55,733,513	\$ 69,903,634
Proposed Program				
Sears	142,772	142,772	142,772	142,772
Heritage Park Mall	304,601	225,000	-	-
Montgomery Wards	133,060	27,000	-	-
LifeChurch	101,282	101,282	101,282	101,282
Pelican	4,991	4,991	4,991	4,991
Whataburger pad	2,204	2,204	2,204	2,204
Office	-	-	-	-
<i>Outlot 1</i>	-	21,000	21,000	21,000
<i>Outlot 2</i>	-	58,000	58,000	58,000
<i>Outlot 3</i>	-	58,000	58,000	58,000
<i>Outlot 4</i>	-	21,000	21,000	21,000
<i>Outlot 5</i>	-	21,000	21,000	21,000
Single Family	-	-	77,000	77,000
Townhomes	-	-	153,000	153,000
Floor Area Ratio	0.3319	0.4150	0.3181	0.3181
Total Project Costs	N/a	\$ 54,100,994	\$ 46,050,994	\$ 63,183,634
Project Value	N/a	\$ 41,628,525	\$ 43,810,029	\$ 59,143,735
Project Margin/Gap	N/a	\$ (12,472,469)	\$ (2,240,965)	\$ (4,039,899)
Project Margin/Gap (%)		23%	5%	6%
Potential Public Incentives				
Land Acquisition/Writedown		0	\$ -	\$ -
Public Improvements		0	\$ -	\$ -
TIF Financing (Property Tax Only) <i>10 years 100%</i>		\$ 7,053,968	\$ 7,053,968	\$ 8,847,423
TIF Sales Tax Portion <i>10 years \$0.88</i>		\$ 10,811,955	\$ 5,094,705	\$ 7,174,463
Public Improvement District Reven <i>20 years Est. \$0.03</i>		\$ 3,423,811	\$ 3,344,011	\$ 4,194,218
BPP Reimbursement		\$ 1,079,369	\$ 520,450	\$ 520,450
Federal/State/Local Grants				
Accelerated Entitlements				
Total Contribution to Gap		\$ 22,369,103	\$ 16,013,134	\$ 20,736,555
Project Margin/Gap % after Contributions				

Existing	Scenario 1	Scenario 2	Scenario 3
Property Taxes	Rate/\$1000	3.85%	Business Property Taxes
\$ 115.06			
\$ 37,495	\$ 154,000	\$ 23,113.32	
\$ 15,235	\$ -	\$ -	
\$ 10,105	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ 5,676	\$ 25,025	\$ 2,240.69	
\$ 2,879	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ 71,391	\$ 179,025	\$ 25,354.02	
\$ 275,770			

The existing program produces approximately \$70,000/year in fiscal impact from property taxes and approximately \$275k/year including inventory and sales tax.

Existing	Scenario 1	Scenario 2	Scenario 3
Property Taxes	Rate/\$1000	3.85%	Business Property Taxes
\$ 115.06			
\$ 37,495	\$ 154,000	\$ 22,588	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ 5,676	\$ 25,025	\$ 790	
\$ 2,879	\$ 69,300	\$ 349	
\$ -	\$ -	\$ -	
\$ 283,191	\$ 2,067,450	\$ 28,319	
\$ 268,953	\$ -	\$ -	
\$ 107,201	\$ -	\$ -	
\$ 705,397	\$ 2,315,775	\$ 52,045	
\$ 3,073,217			

Scenario 2 would produce approximately \$700k/year in fiscal impact from property taxes and approximately \$3M/year including inventory and sales tax.

Existing	Scenario 1	Scenario 2	Scenario 3
Property Taxes	Rate/\$1000	3.85%	Business Property Taxes
\$ 115.06			
\$ 37,495	\$ 154,000	\$ 22,588	
\$ 341,728	\$ 2,598,750	\$ 35,597	
\$ 51,259	\$ -	\$ 4,272	
\$ -	\$ -	\$ 16,024	
\$ 5,676	\$ 25,025	\$ 790	
\$ 2,879	\$ 69,300	\$ 349	
\$ -	\$ -	\$ -	
\$ 283,191	\$ 2,067,450	\$ 28,319	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ 722,230	\$ 4,914,525	\$ 107,937	
\$ 5,744,692			

Scenario 1 would produce approximately \$722k/year in fiscal impact from property taxes and approximately \$5.7M/year including inventory and sales tax.

Existing	Scenario 1	Scenario 2	Scenario 3
Property Taxes	Rate/\$1000	3.85%	Business Property Taxes
\$ 115.06			
\$ 37,495	\$ 154,000	\$ 22,588	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ 5,676	\$ 25,025	\$ 790	
\$ 2,879	\$ 69,300	\$ 349	
\$ -	\$ -	\$ -	
\$ 283,191	\$ 2,067,450	\$ 28,319	
\$ 268,953	\$ -	\$ -	
\$ 107,201	\$ -	\$ -	
\$ 884,742	\$ 3,261,119	\$ 52,045	
\$ 4,145,862			

Scenario 3 would produce approximately \$884k/year in fiscal impact from property taxes and approximately \$4.1M/year including inventory and sales tax.



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: March 28, 2017

SUBJECT: Discussion and consideration of amending Section 24.142.1 of Article IV, Chapter 24, Mandatory Child Restraint Use, providing for changes in ages and manner of restraint, adding exceptions to the use of child restraints, adding provisions regarding civil suits, protecting technicians from liability and providing that fines go to the Department of Public Safety; and providing for repealer and severability. (This item was listed under Further Information at the March 14, 2017 Council meeting.)

The Legislature has made substantial amendments to the requirements for use of a child safety restraint system. The new statute changes the manner of restraint for specific ages and heights of children.

It also provides that the fine (maximum \$50.00) shall be remitted to the Department of Public Safety Restricted Revolving Fund. We will be able to assess court costs. In the case of a first offense, upon proof of acquisition of a child safety restraint system, we are to suspend the fine and limit court costs to \$15.00.

We should make these changes to be in compliance with state law.

Staff recommends approval.

Brandon Clabes
Chief of Police

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF MIDWEST CITY, OKLAHOMA, CHAPTER 24, ARTICLE IV, SECTION 24.142.1, MANDATORY CHILD RESTRAINT USE, PROVIDING FOR CHANGES IN AGES AND MANNER OF RESTRAINT, ADDING EXCEPTIONS TO THE USE OF CHILD RESTRAINTS, ADDING PROVISIONS REGARDING CIVIL SUITS, PROTECTING TECHNICIANS FROM LIABILITY AND PROVIDING THAT FINES GO TO THE DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY

WHEREAS, the State of Oklahoma has amended its statutes regarding the mandatory use of child restraint systems; and

WHEREAS, the City of Midwest City should be in compliance with those statutes for the safety of young children; and

WHEREAS, the statute adds other provisions that mandate the City's disposition of fines; and

WHEREAS, the Mayor and City Council finds that these changes are necessary for the public health, safety, and welfare:

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

SECTION 1: Chapter 24, Article IV, Section 24-142.1 of the Code of Ordinances of the City of Midwest City is hereby repealed in its entirety.

SECTION 2: A new ordinance, also numbered Chapter 24, Article IV, Section 24-142.1 of the Code of Ordinances of the City of Midwest City is hereby adopted, to read as follows:

A. Every driver, when transporting a child under eight (8) years of age in a motor vehicle operated on the roadways, streets, or highways of this state, shall provide for the protection of said child by properly using a child passenger restraint system as follows:

1. A child under four (4) years of age shall be properly secured in a child passenger restraint system. The child passenger restraint system shall be rear-facing until the child reaches two (2) years of age or until the child reaches the weight or height limit of the rear-facing child passenger restraint system as allowed by the manufacturer of the child passenger restraint system, whichever occurs first; and

2. A child at least four (4) years of age but younger than eight (8) years of age, if not taller than 4 feet 9 inches in height, shall be properly secured in either a child passenger restraint system or child booster seat.

For purposes of this section and Section 11-1113 of this title, "child passenger restraint system" means an infant or child passenger restraint system which meets the federal standards as set by 49 C.F.R., Section 571.213.

B. If a child is eight (8) years of age or is taller than 4 feet 9 inches in height, a seat belt properly secured to the vehicle shall be sufficient to meet the requirements of this section.

C. The provisions of this section shall not apply to:

1. The driver of a school bus, taxicab, moped, motorcycle, or other motor vehicle not required to be equipped with safety belts pursuant to state or federal laws;

2. The driver of an ambulance or emergency vehicle;

3. The driver of a vehicle in which all of the seat belts are in use;

4. The transportation of children who for medical reasons are unable to be placed in such devices, provided there is written documentation from a physician of such medical reason; or

5. The transportation of a child who weighs more than forty (40) pounds and who is being transported in the back seat of a vehicle while wearing only a lap safety belt when the back seat of the vehicle is not equipped with combination lap and shoulder safety belts, or when the combination lap and shoulder safety belts in the back seat are being used by other children who weigh more than forty (40) pounds. Provided, however, for purposes of this paragraph, back seat shall include all seats located behind the front seat of a vehicle operated by a licensed child care facility or church. Provided further, there shall be a rebuttable presumption that a child has met the weight requirements of this paragraph if at the request of any law enforcement officer, the licensed child care facility or church provides the officer with a written statement verified by the parent or legal guardian that the child weighs more than forty (40) pounds.

D. A violation of the provisions of this section shall be admissible as evidence in any civil action or proceeding for damages unless the plaintiff in such action or proceeding is a child under sixteen (16) years of age.

In any action brought by or on behalf of an infant for personal injuries or wrongful death sustained in a motor vehicle collision, the failure of any person to have the infant properly restrained in accordance with the provisions of this section shall not be used in aggravation or mitigation of damages.

E. A person who is certified as a Child Passenger Safety Technician and who in good faith provides inspection, adjustment, or educational services regarding child passenger restraint systems shall not be liable for civil damages resulting from any act or omission in providing such services, other than acts or omissions constituting gross negligence or willful or wanton misconduct.

F. Any person convicted of violating subsection A of this section shall be punished by a fine of Fifty Dollars (\$50.00) and shall pay all court costs thereof. Revenue from such fine shall be apportioned to the Department of Public Safety Restricted Revolving Fund and used by the Oklahoma Highway Safety Office to promote the use of child passenger restraint systems as provided in Section 11-1113 of this title. This fine shall be suspended and the court costs limited to a maximum of Fifteen Dollars (\$15.00) in the case of the first offense upon proof of purchase or acquisition by loan of a child passenger restraint system. Provided, the Department of Public Safety shall not assess points to the driving record of any person convicted of a violation of this section.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

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, 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: March 28, 2017

Subject: Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann. (Continued from March 14, 2017 Council meeting.)

The term of Turner Mann 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:

Turner Mann – 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



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: March 28, 2017

Subject: Discussion and consideration of appointing a replacement for Mr. Glenn Goldschlager for three-year term to the Midwest City Tree Board.

On April 9, 2017 the term of Mr. Glenn Goldschlager as Tree Board representatives expired. Mr. Glenn Goldschlager does not wish to serve another term; consequently, staff requests a replacement be appointed.

Mr. Goldschlager was a ward 3 appointment.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



Economic Development Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

rcoleman@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: March 28, 2017

Subject: Discussion and consideration of an ordinance approving and adopting that a certain “Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma (“Sooner Rose Increment District”); ratifying and confirming actions, recommendations and findings of the Midwest City Local Development Act Review Committee; establishing “Increment District Number Two, City of Midwest City, Oklahoma”; designating and adopting the Project Area and Increment District boundaries; adopting certain findings; apportioning incremental ad valorem, sales and use tax revenues; creating the Sooner Rose Increment District Apportionment Fund; designating the Midwest City Memorial Hospital Authority (the “Authority”) as the public entity to carry out and administer the Project Plan and authorizing the Authority to make minor plan amendments; authorizing the Authority to issue Tax Apportionment bonds or notes; designating the City Manager/General Administrator of the Authority as the person in charge of the administration of the Project Plan; providing for severability; and containing other provisions relating thereto; declaring an emergency; and containing other provisions relating thereto. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.) (Economic Development - R. Coleman)

This memo formally adopts the Sooner Rose Increment District Project Plan

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THAT CERTAIN “PROJECT PLAN RELATING TO INCREMENT DISTRICT NUMBER TWO, CITY OF MIDWEST CITY, OKLAHOMA (SOONER ROSE INCREMENT DISTRICT)”; RATIFYING AND CONFIRMING ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE MIDWEST CITY LOCAL DEVELOPMENT ACT REVIEW COMMITTEE; ESTABLISHING “INCREMENT DISTRICT NUMBER TWO, CITY OF MIDWEST CITY, OKLAHOMA”; DESIGNATING AND ADOPTING PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES; ADOPTING CERTAIN FINDINGS; APPORTIONING INCREMENTAL AD VALOREM, SALES AND USE TAX REVENUES; CREATING THE SOONER ROSE INCREMENT DISTRICT APPORTIONMENT FUND; DESIGNATING THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (THE “AUTHORITY”) AS THE PUBLIC ENTITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN AND AUTHORIZING THE AUTHORITY TO MAKE MINOR PLAN AMENDMENTS; AUTHORIZING THE AUTHORITY TO ISSUE TAX APPORTIONMENT BONDS OR NOTES; DESIGNATING THE CITY MANAGER/GENERAL ADMINISTRATOR OF THE AUTHORITY AS THE PERSON IN CHARGE OF THE ADMINISTRATION OF THE PROJECT PLAN; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Sooner Investment Group, Inc., an Oklahoma corporation (hereinafter, “Sooner Investment”), intends to acquire certain real and personal property within the City of Midwest City, Oklahoma and to develop, construct and operate approximately 160,000 square feet of restaurant, entertainment and retail space in connection with and adjacent to the existing Sooner Rose Shopping Center located at S.E. 15th Street and South Sooner Road (hereinafter, the “Sooner Rose Facilities”); and

WHEREAS, Warren Theatres, LLC, a Kansas limited liability company (hereinafter, “Warren Theatres”), intends to develop, construct and operate a 50,000 to 65,000 square foot movie theater building, to be located within the Sooner Rose Shopping Center(hereinafter, the “Warren Theatre Facility”); and

WHEREAS, Sooner Investment estimates that the Sooner Rose Facilities, when combined with the Warren Theatre Facility, will generate approximately \$60,000,000 in new private investment and will create approximately 300 new jobs in the retail, entertainment and food service industries; and

WHEREAS, Sooner Investment has requested that the Midwest City Memorial Hospital Authority (hereinafter, the “Authority”) provide development financing assistance to defray a portion of Sooner Investment’s development costs in the amount of \$5,025,384 in connection with the Sooner Rose Facilities; and

WHEREAS, Warren Theatres has requested that the Authority provide development financing assistance to defray a portion of Warren Theatres development costs in the amount of \$11,031,900 in connection with the Warren Theatre Facilities; and

WHEREAS, to provide the requested development financing assistance to Sooner Investment and Warren Theatres, the Authority has proposed the establishment of a "tax increment district" within the City of Midwest City, Oklahoma (hereinafter, the "City"), pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. (hereinafter, the "Local Development Act"); and

WHEREAS, Article X, Section 6C of the Oklahoma Constitution, along with the provisions of the Oklahoma Local Development Act, Title 62, Section 850 et seq. of the Oklahoma Statutes, as amended (hereinafter, the "Local Development Act"), authorizes cities, towns and counties to adopt incentives for the development or redevelopment of areas determined by the governing body of such city, town or county to be unproductive, undeveloped, underdeveloped or blighted and empowers the governing body of such cities, towns or counties to create special districts to apportion tax increments within such areas to help finance the public costs of such development or redevelopment; and

WHEREAS, on January 10, 2017, the City Council of the City adopted Resolution No. 2017-02 which declared the City's intent: (i) to consider designating a portion of the City as a statutory "reinvestment area" pursuant to the provisions of the Local Development Act, and (ii) to consider the creation of the tax increment district proposed by the Authority. Resolution No. 2017-02 also established the Midwest City Local Development Act Review Committee and directed the Review Committee to analyze the area and determine whether the area described in the Authority's proposal would qualify as a "tax increment district" pursuant to the provisions of the Local Development Act; and

WHEREAS, the Authority's proposal has been incorporated into the terms of that certain "Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma (Sooner Rose Increment District)" dated February 1, 2017 (hereinafter, the "Project Plan"); and

WHEREAS, the Project Plan provides for the terms and conditions under which a tax increment district may assist in providing development financing assistance to Sooner Investment; and

WHEREAS, the Project Plan further provides for the issuance by the Authority of its "Tax Apportionment Note, Series 2017A (Taxable) (Sooner Rose Increment District Project)" and its "Tax Apportionment Note, Series 2017B (Taxable) (Sooner Rose Increment District Project)", in an aggregate principal amount of \$16,400,000 (collectively, hereinafter, the "Series 2017 Notes"); and

WHEREAS, the Local Development Act Review Committee, representing each of the taxing jurisdictions in which the proposed district is located, as well as the public at large, has reviewed the Project Plan and the proposed tax increment district in accordance with the criteria specified in the Local Development Act; and

WHEREAS, the Local Development Act Review Committee has also considered the financial impact of the Project Plan on each taxing jurisdiction, and has made its findings as to the financial impact which will result from the adoption of the Project Plan; and

WHEREAS, the City of Midwest City Planning Commission (hereinafter, the “Planning Commission”) has adopted a resolution declaring the Project Plan to be in compliance with the Comprehensive Plan of the City of Midwest City and recommending approval of the Project Plan; and

WHEREAS, all reasonable efforts have been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the proposed Project Plan and related tax increment district; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, in accordance with the provisions of the Local Development Act, the Oklahoma Open Meetings Act, Title 25, Sections 301 et seq. of the Oklahoma Statutes, and other applicable laws; and

WHEREAS, implementation of the Project Plan will be facilitated by the designation of the Authority as the public entity authorized to carry out and administer the Project Plan and to exercise certain powers necessary thereto; and

WHEREAS, it is in the best interests of the City of Midwest City and its citizens to approve the Project Plan, to establish the proposed tax increment district and to authorize the Authority to undertake those programs and projects described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, TO-WIT:

SECTION 1. Approving and Adopting the Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma. That certain “Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma (Sooner Rose Increment District”, dated February 1, 2017, as recommended by the Local Development Act Review Committee and the Planning Commission, is hereby adopted and approved in the form attached hereto as Exhibit “A”.

SECTION 2. Ratifying and Confirming Actions, Recommendations and Findings. All actions taken, recommendations, findings and conclusions made in connection with the Project Plan by the Local Development Act Review Committee and the Planning Commission are hereby ratified and confirmed.

SECTION 3. Establishing “Increment District Number Two, City of Midwest City, Oklahoma”. There is hereby established “Increment District Number Two, City of Midwest City, Oklahoma”, in accordance with the provisions of Section 861 and other applicable provisions of the Local Development Act, which district shall be effective as of July 1, 2017.

For identification purposes, the name of the tax increment district being established by this Ordinance may also be referred to herein as the “Sooner Rose Increment District”.

SECTION 4. Designating and Adopting Project Area and Increment District Boundaries. The boundaries of the Sooner Rose Increment District and the related Project Area are hereby adopted as set forth in Exhibit “B” and Exhibit “C”, respectively, both attached hereto and made a part hereof.

SECTION 5. Adopting Certain Findings. In accordance with the Local Development Act, the City Council hereby finds:

A. That boundaries of the proposed district are within an area requiring public improvements to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment, to attract major investment in the area or to preserve or enhance the tax base. Therefore, the proposed district qualifies as a “reinvestment area” pursuant to Section 853 of the Local Development Act, and is eligible for designation as a tax increment district.

B. That contemplated private and public projects within the Sooner Rose Increment District are likely to enhance the value of other real property, increase ad valorem tax revenues to taxing jurisdictions, increase sales taxes for the City of Midwest City and Rogers County, Oklahoma, and effectuate an increase in employment opportunities within the Sooner Rose Increment District, as well as promote the general public interest.

C. That the guidelines specified in Section 852 of the Local Development Act have been and shall be followed in relation to the Sooner Rose Increment District and the Project Plan relating thereto.

D. That the aggregate net assessed value of all taxable property in all districts within the City of Midwest City, as determined pursuant to Section 862 of the Local Development Act, does not exceed twenty-five (25%) of the total net assessed value of taxable property within the City of Midwest City, Oklahoma.

E. That the aggregate net assessed value of the taxable property in all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Midwest City, Oklahoma, does not exceed twenty-five percent (25%) of the total net assessed value of any school district located within the City of Midwest City.

F. That the land area contained within all districts, as determined pursuant to Section 862 of the Local Development Act, within the City of Midwest City does not and shall not exceed twenty-five percent (25%) of the total land area of the City of Midwest City, Oklahoma.

G. That the Project Plan is feasible and conforms to the Comprehensive Plan of the City of Midwest City, Oklahoma.

SECTION 6. Apportioning Incremental Ad Valorem Tax Revenues. In accordance with the provisions of the Local Development Act, incremental ad valorem taxes generated within the Sooner Rose Increment District, as such incremental revenues are determined and defined by the Local Development Act (hereinafter, the “Ad Valorem Increment Revenues”), are hereby apportioned and set aside from all other ad valorem taxes levied within the Sooner Rose Increment District, to be used for:

- (i) the payment of principal, interest and premium, if any, on the Series 2017 Notes, issued pursuant to Section 863 of the Local Development Act;
- (ii) the payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in this Project Plan; and
- (iii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the Sooner Rose Increment District, but only to the extent that such sums were actually paid.

The apportionment of Ad Valorem Increment Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the Series 2017 Notes; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the original effective date of this Ordinance, unless extended by action of the governing body of the City.

In the event that a portion of the principal of or interest on the Series 2017 Notes, issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the original effective date of this Ordinance, then, the Sooner Rose Increment District shall not terminate until the increment apportioned during the twentieth (20th) year is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twentieth (20th) anniversary of the original effective date of this Ordinance, unless such period is modified by subsequent action of the City Council.

SECTION 7. Apportioning Incremental Sales Tax Revenues. In accordance with the provisions of the Local Development Act, a portion of the increments of sales taxes levied by the City of Midwest City, and generated within the Sooner Rose Increment District, as such increments are hereinafter determined and defined (hereinafter, the “Sales Tax Increment Revenues”), are hereby apportioned and set aside from all other sales taxes levied within the Sooner Rose Increment District, to be used for:

- (i) the payment of principal, interest and premium, if any, on the Series 2017 Notes, issued pursuant to Section 863 of the Local Development Act;
- (ii) the payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in this Project Plan; and

(iii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the Sooner Rose Increment District, but only to the extent that such sums were actually paid.

For purposes of determining the incremental portion of the sales taxes generated within the Sooner Rose Increment District, the Finance Director of the City shall certify as the “base sales tax amount” the annual sales taxes received by the City that were generated within the area comprising the Sooner Rose Increment District between January 1, 2016 and December 31, 2016. If necessary for such certification, said base amount may be determined using reasonable estimates prepared by the Finance Director.

The Sales Tax Increment Revenues, which are subject to apportionment hereunder, shall be an amount equal to:

(i) the difference between (a) the amount of taxable sales generated from within the Sooner Rose Increment District, less those taxable sales generated within the Warren Theatre Facility, and (b) the amount of taxable sales used in determining the “base sales tax amount”, which such difference being multiplied by 0.0088;

(ii) plus all municipal sales tax revenue generated from the taxable sales occurring within the Warren Theatre Facility.

The apportionment of Sales Tax Increment Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest on the Series 2017 Notes issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the original effective date of this Ordinance establishing the Sooner Rose Increment District, unless such period is modified by subsequent action of the City Council.

In the event that a portion of the principal of or interest on the Series 2017 Notes issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the original effective date of any ordinance establishing this district, then, the Sooner Rose Increment District shall not terminate until the increment apportioned during the twentieth (20th) year is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twentieth (20th) anniversary of the original effective date of the ordinance establishing this district.

SECTION 8. Apportioning Incremental Use Tax Revenues. In accordance with the provisions of the Local Development Act, all increments of use taxes levied by the City of Midwest City, and sourced to the Sooner Rose Increment District, as such increments are hereinafter determined and defined (hereinafter, the “Use Tax Increment Revenues”), are hereby apportioned and set aside from all other use taxes levied within the Sooner Rose Increment District, to be used for:

- (i) the payment of principal, interest and premium, if any, on the Series 2017 Notes, issued pursuant to Section 863 of the Local Development Act;
- (ii) the payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in this Project Plan; and
- (iii) the reimbursement of the City, or any agency thereof (including the Authority), which has paid “project costs” from funds which were not increments derived from the Sooner Rose Increment District, but only to the extent that such sums were actually paid.

For purposes of determining the incremental portion of the use taxes generated within the Sooner Rose Increment District, the Finance Director of the City shall certify as the “base use tax amount” the annual use taxes received by the City that were generated within the area comprising the Sooner Rose Increment District between January 1, 2016 and December 31, 2016. If necessary for such certification, said base amount may be determined using reasonable estimates prepared by the Finance Director. All use tax revenue generated within the Sooner Rose Increment District and received by the City which are in excess of such base amount, shall be considered to be the “increment” subject to apportionment by this section.

The apportionment of Use Tax Increment Revenues pursuant to this section shall terminate upon the final payment of “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest due on the Series 2017 Notes issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the original effective date of this Ordinance, unless such period is modified by subsequent action of the City Council.

SECTION 9. Creating the Sooner Rose Increment District Apportionment Fund.

During the period of apportionment, and subject to the City’s right to subsequently repeal, modify or amend this Ordinance, the increments apportioned hereunder shall be transferred by the respective taxing authorities to the “Sooner Rose Increment District Apportionment Fund” (herein, the “Apportionment Fund”), which fund shall be held by and be the property of, the Midwest City Memorial Hospital Authority (except that such fund may also be held by a trustee bank acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City of Midwest City. Pursuant to the Local Development Act, the Ad Valorem Increment Revenues, the Sales Tax Increment Revenues and the Use Tax Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to the Apportionment Fund. All Ad Valorem Increment Revenues, all Sales Tax Increment Revenues, and all Use Tax Increment Revenues so collected shall be placed into separate accounts created within the Apportionment Fund and pledged as security for the payment of the Series 2017 Notes.

SECTION 10. Designating the Midwest City Memorial Hospital Authority As the Public Entity to Carry Out and Administer the Project Plan and Authorizing the Authority to Make Minor Amendments to the Project Plan. The Midwest City Memorial Hospital Authority shall be and is hereby designated and authorized as the public entity to carry out and

administer the provisions of the Project Plan, in accordance with its respective responsibilities, and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act or the Public Trust Act, Title 60, Section 176 et seq. of the Oklahoma Statutes, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be “minor” if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the district’s area; or (iii) does not affect more than five percent (5%) of the public costs of the plan to be financed by apportioned tax increments, all as determined on a cumulative basis.

SECTION 11. Authorizing the Midwest City Memorial Hospital Authority to Issue Tax Apportionment Bonds or Notes. The Midwest City Memorial Hospital Authority shall have the authority to issue tax apportionment bonds or notes and to pay costs of issuance and to fund appropriate reserves, in connection therewith, all in accordance with the provisions of the Project Plan. The Midwest City Memorial Hospital Authority is also authorized to irrevocably pledge all or part of the apportioned increments and other revenue for the payment of the tax apportionment bonds or notes. The part of the apportioned increments pledged in payment may be used only for the payment of the bonds or notes or interest on the bonds or notes until the bonds or notes have been fully paid. In authorizing the irrevocable pledging of such increments, it is the express intention of the City Council that the Sooner Rose Increment District will remain in place until all of the outstanding principal, accrued interest and premium, if any, on any such tax apportionment bonds or notes have been paid in full. Notwithstanding such intention, the City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City’s current or any subsequent fiscal year with regard to the establishment or maintenance of the Sooner Rose Increment District, or the apportionment of ad valorem tax increments; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, any apportioned increments which it receives. All tax apportionment bonds or notes issued pursuant to this section shall state that such bond or note is not a debt, general or special, liability or obligation of the City of Midwest City or the State of Oklahoma or any other agency or authority of such entities, other than the Midwest City Memorial Hospital Authority. The bond or note shall further state:

- (i) that the issuance of such bond or note does not give rise to a charge against the general credit or taxing powers of the City of Midwest City, or a claim on the revenues or resources of the State of Oklahoma, and
- (ii) that such bond or note is a special, limited obligation of the Midwest City Memorial Hospital Authority, payable solely from the income, revenues and receipts derived or to be derived from the proceeds of certain tax increments paid over to the Authority and the funds and accounts held pursuant to the terms of any indenture or agreement authorizing the issuance of such bonds or notes.

SECTION 12. Designating the City Manager/General Administrator as the Person In Charge of the Administration of the Plan. The City Manager of the City/General

Administrator of the Midwest City Memorial Hospital Authority, or in his or her absence or during a vacancy in such office, the Assistant City Manager of the City shall be the person in charge of implementing the Project Plan.

SECTION 13. Providing for Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

SECTION 14. Emergency. It being immediately necessary for the preservation of the peace, health and safety, and the public good of the City of Midwest City, and the inhabitants thereof, that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect and be put in full force and effect from and after the date of its passage.

PASSED AND approved by the City Council of the City of Midwest City, Oklahoma this ___ day of March, 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

EXHIBIT "A"

COPY OF THE
PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER TWO, CITY OF MIDWEST CITY, OKLAHOMA

=====

**PROJECT PLAN RELATING TO
INCREMENT DISTRICT NUMBER TWO
CITY OF MIDWEST CITY, OKLAHOMA
(SOONER ROSE INCREMENT DISTRICT)**

=====

Submitted By The

CITY OF MIDWEST CITY, OKLAHOMA

And The

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

DATED: February 1, 2017

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INTRODUCTION

At the December 22nd, 2016 special meeting of the Midwest City Memorial Hospital Authority (hereinafter, the “Authority”), the Trustees of the Authority approved an agreement with Sooner Investment Group, Inc., an Oklahoma corporation (hereinafter, the “Developer”), to explore the possibility of expanding the Sooner Rose Shopping Center located at S.E. 15th Street and South Sooner Road. This expansion would include the construction and development of approximately 160,000 square feet of restaurant, entertainment and retail space adjacent to the two existing stores currently operating at that site (hereinafter, the “Project”). Due to the magnitude of the Project, and the significant public benefits which will accrue from it, the Developer has requested that the City of Midwest City, Oklahoma (hereinafter, the “City”) and the Authority provide development financing assistance in connection with the Project. Under the Developer’s proposal, the development financing assistance would be used to defray part of the extensive infrastructure, site development and building costs required in the development and construction of the Project.

On January 10, 2017, the City Council of the City adopted Resolution No. 2017-02, authorizing and directing the Midwest City Local Development Act Review Committee to analyze the Developer’s proposal and to determine whether the area described in the proposal would qualify as an “increment district” pursuant to the provisions of the Oklahoma Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes (hereinafter, the “Local Development Act”), and to make other recommendations and findings as required by the Local Development Act.

Before an “increment district” may be established, the Local Development Act requires that the City prepare a project plan which must include the following:

1. A description of the proposed boundaries of the district and the proposed boundaries of the project area by legal description and by street or other recognizable physical feature accompanied by a sketch clearly delineating the area in detail;
2. A statement listing the kind, number and location of the proposed public works or improvements, the anticipated private investments and the estimated public revenues which should accrue;
3. A list of estimated project costs including administrative expenses;
4. A general description of the methods of financing the estimated project costs, the expected sources of revenue to finance or pay project costs, and the general time when the costs or monetary obligations related thereto are to be incurred;
5. A map showing existing uses and conditions of real property in the district and a map showing proposed improvements to and proposed uses of that property;
6. Proposed changes in zoning;

7. Proposed changes in the master plan and city ordinances if required to implement the project plan;
8. The name of the person who shall be in charge of the implementation of all of the project plans of the district with such name being forwarded to the Oklahoma Department of Commerce; and
9. A designation of any public entity to be authorized to carry out all or part of the project plan.

This Project Plan was prepared by the staff of the City, with the assistance of the Developer, to present the information required by the Local Development Act in relation to the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” (hereinafter, the “Sooner Rose Increment District”). Any statements contained herein or in the appendices and exhibits hereto, involving matters of opinion, estimates or projections, whether expressly so stated, are intended as such and not as representations of fact. Summaries of documents referred to herein do not purport to be complete or definitive, and all references made to such documents are qualified in their entirety by reference to the complete document. The information contained herein has been compiled from sources believed to be reliable, as of the date hereof. Such information is subject to change and/or correction, at any time prior to the adoption of this Project Plan by the City.

I. DESCRIPTION OF THE BOUNDARIES OF THE DISTRICT AND THE PROJECT AREA

A. Boundaries of the District By Legal Description and Street

The legal description of the Sooner Rose Increment District and a drawing of the same are attached hereto as Appendix “A”

B. Boundaries of the Project Area By Legal Description and Street.

The legal description of the Project Area and a drawing of the same are attached hereto as Appendix “B”.

II. PROPOSED PUBLIC WORKS OR IMPROVEMENTS, ANTICIPATED PRIVATE IMPROVEMENTS, AND ESTIMATED PUBLIC REVENUES

A. Listing of Type and Location of Public Works or Improvements

The public work or improvements being proposed are, as follows:

(1) Sooner Investment Group, Inc. Development Financing Assistance - The public works or improvements authorized under this Project Plan will include the payment or

reimbursement of costs incurred by the Developer (or its affiliate) for land acquisition, site development and building costs associated with the Project Facilities being constructed by the Developer. In addition, the Developer will be reimbursed for certain public improvements, including the widening and restriping of Sooner Road adjacent to the Project Facilities, the widening and restriping of S.E. 15th Street; reconstruction of Buena Vista Avenue; relocation of utility lines; and storm water improvements required in the development of the Project. Development financing assistance for these improvements will be provided to the Developer pursuant to the terms of a “Development Financing Assistance Agreement” (hereinafter, the “Sooner Financing Assistance Agreement”), with the Developer (or its affiliate) which agreement will provide for the payment of a portion of the costs associated with these land, site, building and infrastructure improvements in the amount of \$3,725,034.

Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures; new or existing roadways, including curbing, sidewalks and any similar public improvements, common utility or service facilities; traffic signals, utility structures and fixtures; sewers and similar public improvements, related common utility or service facilities; water distribution and supply systems, landscaping; parking; water detention/retention systems; retaining walls, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; new or existing structures and fixtures; and professional service costs, including those incurred for architectural, planning, engineering and legal.

(2) Warren Theatres, LLC Development Financing Assistance - The public works or improvements authorized under this Project Plan will also include the payment or reimbursement of costs incurred by Warren Theatres, LLC, a Kansas limited liability company (hereinafter, “Warren Theatres”), for land acquisition, site development and building costs associated with the Project Facilities being constructed by Warren Theatres. Development financing assistance for these improvements will be provided to the Developer pursuant to the terms of a “Development Financing Assistance Agreement” (hereinafter, the “Warren Financing Assistance Agreement”), with Warren Theatres (or its affiliate) which agreement will provide for the payment of a portion of the costs associated with these land, site and building improvements, in the amount of \$11,031,900.

Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures; new or existing roadways, including curbing, sidewalks and any similar public improvements, common utility or service facilities; traffic signals, utility structures and fixtures; sewers and similar public improvements, related common utility or service facilities; water distribution and supply systems, landscaping; parking; water detention/retention systems; retaining walls, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; new or existing structures and fixtures; and professional service costs, including those incurred for architectural, planning, engineering and legal.

(3) **Capitalized Interest.** “Capitalized interest” includes all or a portion of the interest paid to holders of bonds, notes or other forms of indebtedness issued to pay for project costs, before and during construction. While these costs cannot be accurately predicted at this stage, it is estimated that the capitalized interest component relating to such indebtedness will not exceed \$1,383,000.

(4) **Financing Costs.** “Financing costs” include all or a portion of the interest paid to holders of bonds, notes or other forms of indebtedness issued to pay for project costs (exclusive of capitalized interest), premiums paid over and above the principal amount for redemption prior to maturity; and fees for bond guarantees, letters of credit and bond insurance, if any. While many of these costs cannot be accurately predicted at this stage, it is estimated that the financing costs relating to such indebtedness will not exceed \$12,263,016.

(5) **Costs of Issuance.** - Costs of issuance includes fees and expenses for bond counsel, financial advisor, printing, trustee bank, underwriters counsel and other similar expenses. It is estimated that costs of issuance will be approximately \$200,000.

(6) **Organizational and Direct Administrative Costs.** – “Organizational costs” include the direct costs of organizing and implementing this Project Plan, including the costs of conducting any environmental studies, the cost of publicizing the consideration of the project plan, and costs incidental in the creation of the Sooner Rose Increment District for professional services or otherwise. “Direct administrative costs” include reasonable charges for the time spent by employees of the City and the Authority in connection with the supervision and administration of the above-mentioned projects or employees of private entities under contract with a public entity for project planning or implementation; professional service costs, including those incurred for architectural, planning, engineering, legal and financial advice and services. It is estimated that organizational costs will be approximately \$60,000 and direct administrative costs will be approximately \$10,000 per year, totaling \$200,000, over the life of the Sooner Rose Increment District.

B. Anticipated Private Investments

The Developer has proposed the construction of a mixed-use commercial development consisting of approximately 55,660 square-feet of retail and service industry space, 56,600 square feet of food service space, and 50,000 to 65,000 square-feet of entertainment space (hereinafter the “Project Facilities”). This development represents the second of three phases in the development of the Sooner Rose Shopping Center, with the first phase consisting of approximately 120,000 square-feet of retail space housing Academy Sports and Hobby Lobby stores, with the third phase to include additional retail, food service and entertainment facilities. The Developer has optioned or purchased all real property required to complete the Project Facilities.

The Project Facilities are expected to accommodate up to twelve new fast food and casual dining restaurants, an anchor retailer and several boutique retail stores. In addition, Warren Theatres intends to develop and construct a 50,000 to 65,000 square foot movie theater building, consisting of a minimum of ten screens utilizing state-of-the-art projection and sound technology (hereinafter, the “Warren Theatre Facility”).

The Project Facilities will be located immediately adjacent to the east of the existing Sooner Rose Shopping Center facilities, in the northeast corner of the intersection of S.E. 15th Street and S. Sooner Road. (See “Appendix ‘D’ – Map Showing Proposed Improvements and Uses”, attached hereto.)

The Developer’s plans, combined with the Warren Theatres’ proposal, represent a total investment of approximately \$60,000,000, and the Developer and Warren Theatres are proposing to begin construction during the second quarter of 2017. The Developer estimates that the development, construction and operation of the Project Facilities will create approximately 300 full and part-time jobs. All Project Facilities will be architecturally compatible with landscaping, signage and pedestrian amenities.

C. Estimated Public Revenues

The City estimates that the public works or improvements described herein will result in increases in not only municipal sales taxes collected within the Sooner Rose Increment District, but in other types of tax revenues as well, such as ad valorem taxes. These public revenues are estimated to accrue, as follows:

(1) Ad Valorem Taxes - The estimates regarding increases in ad valorem taxes are based upon the following assumptions (for purposes of this Project Plan, only increases in the market value of those tracts which are located within the Sooner Rose Increment District have been used in preparing these estimates, and, therefore, such estimates do not include increases in ad valorem tax revenues which may accrue from new private investment on adjacent properties resulting from the construction of the Sooner Rose Shopping Center:

Real Property Taxes. Based upon an assessment ratio of eleven percent (11%) for real property, and an average tax rate of \$120 dollars per thousand (120 mills), it is estimated that real property ad valorem revenues generated by land acquisition, as well as the construction and operation of the Project Facilities, will increase by between \$138,815 to \$884,537 per year. These increases in new real property ad valorem revenues are expected to total approximately \$13,665.036 over the twenty (20) year expected term of the Sooner Rose Increment District.

Personal Property Taxes. Based upon an assessment ratio of thirteen and three-quarters percent (13.75%) for business personal property, and an average tax rate of \$120.00 dollars per thousand (120 mills), it is estimated that ad valorem revenues generated from the installation of personal property within the Sooner Rose Increment District will increase by between \$165,036 to \$231,090.07 per

year. These increases in new business personal ad valorem revenues are expected to total approximately \$3,533,800 over the twenty (20) year expected term of the Sooner Rose Increment District.

(2) City Sales and Use Taxes - The City currently levies sales and use taxes in the amount of three and 85/100 cents (\$0.0385) per dollar of taxable sales. The City estimates that, based upon the current City sales and use tax rates, the construction of the Sooner Rose Shopping Center will generate an annual increase in City sales and use tax revenue of between \$26,372 to \$2,993,061 per year, and is expected to generate approximately \$49,706,503 in new sales and use tax revenues for the City over the twenty (20) year term of the Sooner Rose Increment District. **(Note: This Project Plan authorizes the apportionment of only a portion of the City sales taxes generated within the Sooner Rose Increment District, as described in Section IV(B) below.)**

III. LISTING OF ESTIMATED PROJECT COSTS AND ADMINISTRATIVE EXPENSES

Development Financing Assistance - Sooner	\$ 3,725,034
Development Financing Assistance - Warren Theatres	11,031,900
Capitalized Interest	1,383,000
Financing Costs	12,263,016
Costs of Issuance	200,000
Organizational and Direct Administrative Costs	<u>260,000</u>
 Total	 \$ 30,163,266

IV. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

A. Methods of Financing

It is expected that all project costs described above (except for principal, uncapitalized interest payments and redemption premiums, if any, paid on any tax apportionment bonds or notes) will be paid from one of the following sources:

(i) proceeds from the following:

(a) “Midwest City Memorial Hospital Authority Tax Apportionment Note, Series 2017A (Sooner Rose Increment District Project)” in the approximate amount of \$9,400,000.00 (hereinafter, the “Series 2017A Note”);

(b) “Midwest City Memorial Hospital Authority Tax Apportionment Note, Series 2017B (Taxable) (Sooner Rose Increment District Project)” in the approximate amount of \$7,000,000.00 (hereinafter, the “Series 2017B Note”);

(The Series 2017A Note and the Series 2017B Note being hereinafter collectively referred to as the “Series 2017 Notes”.); and

(ii) from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated.

B. Expected Sources of Revenues

The payment of principal, uncapitalized interest and premiums on the redemption of any tax apportionment notes or bonds will be made from following source(s) of revenues:

(1) Ad Valorem Taxes - In accordance with the provisions of the Local Development Act, increments of ad valorem taxes generated within the Sooner Rose Increment District, as such increments are determined and defined by the Local Development Act, are to be apportioned and set aside from all other ad valorem taxes levied within the Sooner Rose Increment District, to be used exclusively for:

(i) the payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development or construction of those projects listed in this Project Plan;

(ii) the reimbursement of the City, or any agency thereof, which has paid “project costs” from funds which were not derived from the Sooner Rose Increment District, but only to the extent that such sums were actually paid; and

(iii) the payment of principal and interest as it comes due under the Series 2017A Note; provided, however, that such increment revenues may also be used for the payment of principal and interest as it comes due under the Series 2017B Note to the extent necessary after taking into account all available Sales Tax Increment Revenues (hereinafter defined), as provided in Section IV(D) hereof.

(Such revenues being hereinafter referred to as the “Ad Valorem Increment Revenues”).

The apportionment of ad valorem taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal and accrued interest due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the Effective Date (hereinafter defined) of the Sooner Rose Increment District, unless such period is modified by subsequent action of the City Council.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the Effective Date of district, then, the Sooner Rose Increment District

shall not terminate until the increment apportioned during the twentieth year is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twentieth (20th) anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Ad Valorem Increment Revenues apportioned hereunder shall be transferred by the respective taxing authorities to a special fund to be known as the “Sooner Rose Increment District Apportionment Fund” (hereinafter, the “Apportionment Fund”), which fund will be held by and be the property of, the Midwest City Memorial Hospital Authority (except that such fund may also be held by a trustee acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Ad Valorem Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and pledged as security for the payment of the Series 2017A Note. (Such account being hereinafter referred to as the “Ad Valorem Increment Revenue Account”).

(2) City Sales and Use Taxes - In accordance with the provisions of the Local Development Act, increments of sales and uses taxes levied by the City of Midwest City, and generated within the Sooner Rose Increment District, as such increments are hereinafter determined and defined, are to be apportioned and set aside from all other sales and use taxes levied within the Sooner Rose Increment District, to be used exclusively for:

- (i) payment of “project costs” (as defined in the Local Development Act) incurred in connection with the development, acquisition or construction of those projects listed in the Project Plan; and
- (ii) reimbursement to the City, or any agency thereof which has paid “project costs” from funds which were not increments derived from the Sooner Rose Increment District, but only to the extent that such sums were actually paid; and
- (iii) the payment of principal and interest as it comes due under the Series 2017B Note; provided, however, that such increment revenues may also be used for the payment of principal and interest as it comes due under the Series 2017B Note to the extent necessary after taking into account all available Ad Valorem Tax Increment Revenues, as provided in Section IV(D) hereof.

(Such revenues being hereinafter referred to as the “Sales Tax Increment Revenues”).

For purposes of determining the incremental portion of the sales and use taxes generated within the Sooner Rose Increment District, the Finance Director of the City shall certify as the “base sales and use tax amount” the annual sales and use taxes received by the City that were generated within the area comprising the Sooner Rose Increment District between January 1, 2016 and December 31, 2016. If necessary for such certification, said base amount may be determined using reasonable estimates prepared by the Finance Director.

The Sales Tax Increment Revenues shall be determined, as follows:

- (i) that amount of sales and use taxes which are generated from the following:
 - (a) All use tax revenues generated from the taxable sales of construction materials sourced to any tract located within the Sooner Rose Increment District; and
 - (b) All sales tax revenue generated from the taxable sales occurring within the Warren Theatre Facility; and
 - (c) A portion of the sales tax revenue generated from the taxable sales occurring within the Sooner Rose Increment District, other than from the Warren Theater Facility, which are equal to 0.88% of such taxable sales;
- (ii) reduced by the “base sales and use taxes” as determined by the Finance Director of the City.

All such excess sales and use tax revenue, as computed above, shall be considered to be the “increment” subject to apportionment by this section.

The apportionment of sales and use taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all “project costs” incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on any “tax apportionment bonds or notes” issued hereunder; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond twenty (20) years from the Effective Date of the Sooner Rose Increment District, unless such period is modified by subsequent action of the City Council.

In the event that a portion of the principal of or interest on any “tax apportionment bonds or notes” issued in connection herewith, remains unpaid as of the twentieth (20th) anniversary of the Effective Date of this district, then, the Sooner Rose Increment District shall not terminate until the increment apportioned during the twentieth year is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the twentieth anniversary of the Effective Date of this district.

Pursuant to the Local Development Act, the Sales Tax Increment Revenues apportioned hereunder shall be transferred by the City of Midwest City to the Apportionment Fund. No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Sales Tax Increment Revenues so collected shall be placed into a separate account created within the Apportionment Fund and pledged as security for the payment of the Series 2017 Notes. (Such account being hereinafter referred to as the “Sales Tax Increment Revenue Account”).

C. Time When Costs Or Monetary Obligations Are To Be Incurred.

Except as otherwise provided, all costs associated with the projects described herein (with the exception of financing costs) will be incurred within thirty-six (36) months of the Effective Date of the Sooner Rose Increment District. Financing costs will be incurred during the remaining term of the Sooner Rose Increment District.

D. Return of Excess Revenues.

The City estimates that the annual totals of all Ad Valorem Increment Revenues and Sales Tax Increment Revenues (hereinafter, collectively, the “Aggregate Increment Revenues”) will likely exceed the amount of principal and interest due to be paid on the Series 2017 Notes. During the term of the Sooner Rose Increment District, all excess Ad Valorem Increment Revenues and Sales Tax Increment Revenues will be used as set forth below:

(1) Ad Valorem Taxes - In the event that the total of all Ad Valorem Increment Revenues exceeds, in any given Bond Year, the amount of principal and interest next due on the Series 2017A Note, then any Ad Valorem Increment Revenues in excess of the debt service requirements relating to the Series 2017A Note for such Bond Year shall be used, as follows:

FIRST, for the payment of principal and interest, on the Series 2017B Note but only to the extent necessary to pay such amounts after first utilizing all monies available from the Sales Tax Increment Revenue Account within the Apportionment Fund; and

SECOND, the balance shall be used to prepay the principal outstanding under the Series 2017A Note prior to its scheduled maturity.

(2) Sales Taxes - In the event that the total of all Sales Tax Increment Revenues exceeds, in any given Bond Year, the amount of principal and interest next due on the Series 2017B Note, then any Sales Tax Increment Revenues in excess of the debt service requirements relating to the Series 2017B Note for such Bond Year shall be used, as follows:

FIRST, for the payment of principal, interest and premium, if any, on the Series 2017A Note but only to the extent necessary to pay such amounts after first utilizing all monies available from the Ad Valorem Increment Revenue Account within the Apportionment Fund; and

SECOND, for reimbursement of the Authority of its: (i) “direct administrative costs” in an amount not to exceed \$10,000 annually; and (ii) “professional service

costs” (both as defined in the Local Development Act) incurred during the prior year in connection with this Project Plan;

THIRD, the balance shall be used to prepay the principal outstanding under the Series 2017B Note prior to its scheduled maturity.

If the total of all Aggregate Increment Revenues does not exceed, in any given Bond Year, the amount of principal and interest next due on the Series 2017A Note and the Series 2017B Note, then all Ad Valorem Increment Revenues and Sales Tax Increment Revenues shall be retained in the Apportionment Fund and used to pay the debt service requirements on the Series 2017 Notes, pro-rata based upon the ratio that the outstanding principal balance of each instrument bears to the total of all principal outstanding under the Series 2017 Notes.

**V. MAP OF EXISTING USES AND CONDITIONS;
MAP OF PROPOSED IMPROVEMENTS AND USES**

See Appendix No. “C” for a map showing the existing uses and conditions of the property within the Sooner Rose Increment District. See Appendix No. “D” for a map showing the proposed improvements and uses.

VI. PROPOSED CHANGES IN ZONING

As the area within the Sooner Rose Increment District currently falls within three different zoning categories, several changes in zoning will be proposed in connection with the Project:

1. The northern portion of the Sooner Rose Increment District is currently zoned “Single Family Detached Residential (R-6)”. At a minimum, a zoning change in this area to “Medium Commercial (C-3)” would be required to accommodate the Warren Theatre use; however, the theater's design combined with the types and sizes of signs that are proposed may also require use of a “planned unit development” zoning classification and/or zoning variances. In addition, the 2008 Comprehensive Plan of the City of Midwest City, Future Use Plan Map (Chapter 4, Plate 4-1), projects the future use of the property, as “Properties with SE 12th ST frontage: Medium Density Residential” and “All other properties: Office/Residential”. Therefore, an amendment to the Future Land Use Plan Map is required before a zoning amendment can occur.
2. Land in the area bordered by Buena Vista Avenue, on the west, and Crosby Boulevard, on the east, north of S.E. 15th Street is a hodgepodge of the “Single Family Detached Residential (R-6)”, “Medium Commercial (C-3)” and Planned Unit Developments (PUD) zoning classifications, with the exception being the property currently occupied by the Buena Vista Assisted Living Center (“BVALC”), which is zoned “Residential High Density (R-HD)”. “Single Family Detached Residential (R-6)” zoning is also seen on the north (back) side of two of the commercial properties with S.E. 15th Street frontage. All

of these tracts must be rezoned to “Medium Commercial (C-3)” or as Planned Unit Developments (PUD) depending on Developers plans.

VII. PROPOSED CHANGES IN THE MASTER PLAN AND CITY ORDINANCES IF REQUIRED TO IMPLEMENT THE PROJECT PLAN

Section 854.13 of the Local Development Act confers the power to the City to, “[a]dopt ordinances or resolutions or repeal or modify such ordinances or resolutions or establish exceptions to existing ordinances and resolutions regulating the design, construction, and use of buildings.” As noted above, the City Council of the City may find it necessary or convenient to modify current zoning ordinances to bring them into alignment with the Developer’s plans.

VIII. NAME OF PERSON IN CHARGE OF IMPLEMENTATION OF THE PROJECT PLAN OF THE DISTRICT

The City Manager of the City/General Administrator of the Midwest City Memorial Hospital Authority, or in his or her absence or during a vacancy in such office, the Assistant City Manager of the City shall be the person in charge of implementing the Project Plan.

IX. DESIGNATION OF PUBLIC ENTITY AUTHORIZED TO CARRY OUT ALL OR A PART OF THE PROJECT PLAN

The Midwest City Memorial Hospital Authority is designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers deemed necessary and appropriate for public trusts as set forth in the Local Development Act, including the right to make minor amendments to the Project Plan. For these purposes, an amendment shall be considered to be “minor” if: (i) such amendment does not change the character or purpose of the Project Plan; (ii) does not affect more than five percent (5%) of the Sooner Rose Increment District’s area; or (iii) does not affect more than five percent (5%) of the public costs of the plan to be financed by apportioned tax increments, all as determined on a cumulative basis. The Midwest City Memorial Hospital Authority is further authorized and designated to carry out those provisions of this Project Plan related to issuance of “tax apportionment bonds or notes” as provided in Section 863 of the Local Development Act, subject to approval of the governing body of the City of any specific notes or bonds.

X. EFFECTIVE DATE

The Sooner Rose Increment District shall commence on July 1, 2017 (herein, the “Effective Date”).

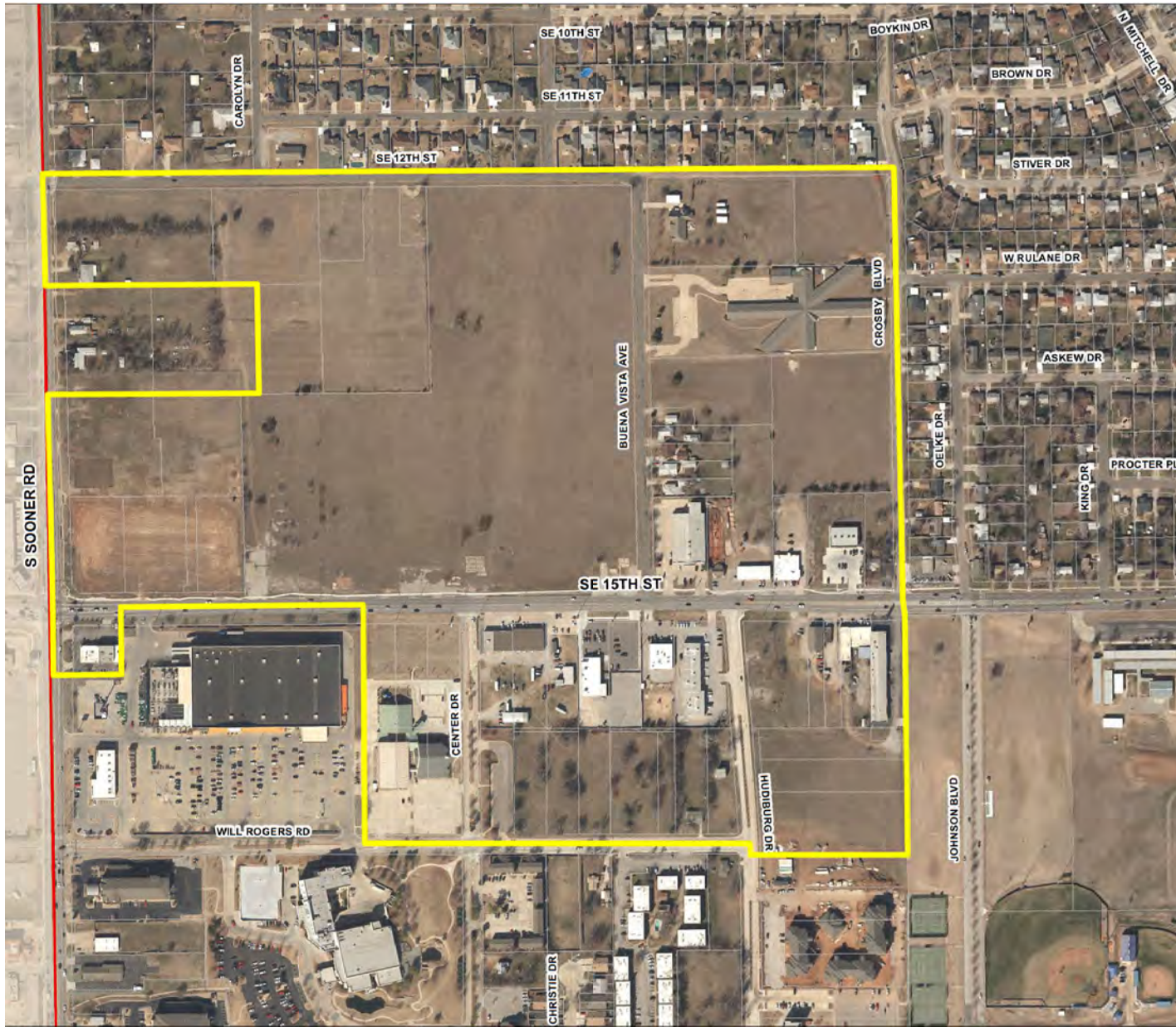
APPENDIX "A"

**LEGAL DESCRIPTION AND SKETCH OF
INCREMENT DISTRICT NUMBER TWO,
CITY OF MIDWEST CITY, OKLAHOMA
(SOONER ROSE INCREMENT DISTRICT)**

The Sooner Rose Increment District is a tract located in Section 4 Township 11 North Range 2 West and Section 9 Township 12 North Range 2 West, more particularly described as follows:

Beginning at a point on the west section line of Section 9 Township 11 North Range 2 West, 208.72 feet south of the Northwest Corner of said section: Thence, N 89° 26' 53" E for a distance of 208.72 feet; Thence N 0° 35' 33" W for a distance of 208.72 feet; Thence N 89° 26' 53" E for a distance of 750.03 feet; Thence S 0° 21' 10" E for a distance of 738.776 feet; Thence S 89° 58' 0" E for a distance of 1194.097 feet; Thence S 0° 29' 27" E for a distance of 34.468 feet; Thence S 89° 57' 40" E for a distance of 489.102; Thence N 0° 36' 27" W for a distance of 843.067 feet; Thence N 8° 9' 25" W for a distance of 46.618 feet; Thence N 1° 12' 38" W for a distance of 1337.441 feet; Thence S 89° 33' 24" W for a distance of 2635.387 feet; Thence S 1° 20' 26" E for a distance of 346.171 feet; Thence N 89° 31' 33" E for a distance of 652.25 feet; Thence S 0° 57' 17" E for a distance of 338.563 feet; Thence S 89° 40' 35" W for a distance of 649.999 feet; Thence S 1° 20' 26" E for a distance of 659.431 feet to the Point of Beginning. Such tract containing ± 106 acres M.O.L.

A map of the boundaries of the Sooner Rose Increment District appears on the following page:



City of Midwest City

Community Development Department

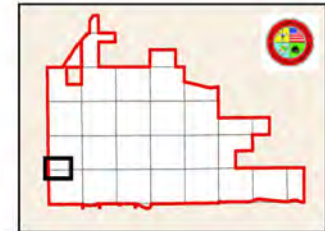


TIF District No. 2

Legend

- Street Names
- TIF District No. 2
- Parcels
- City Limits

Revised: February 14, 2017



Disclaimer

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

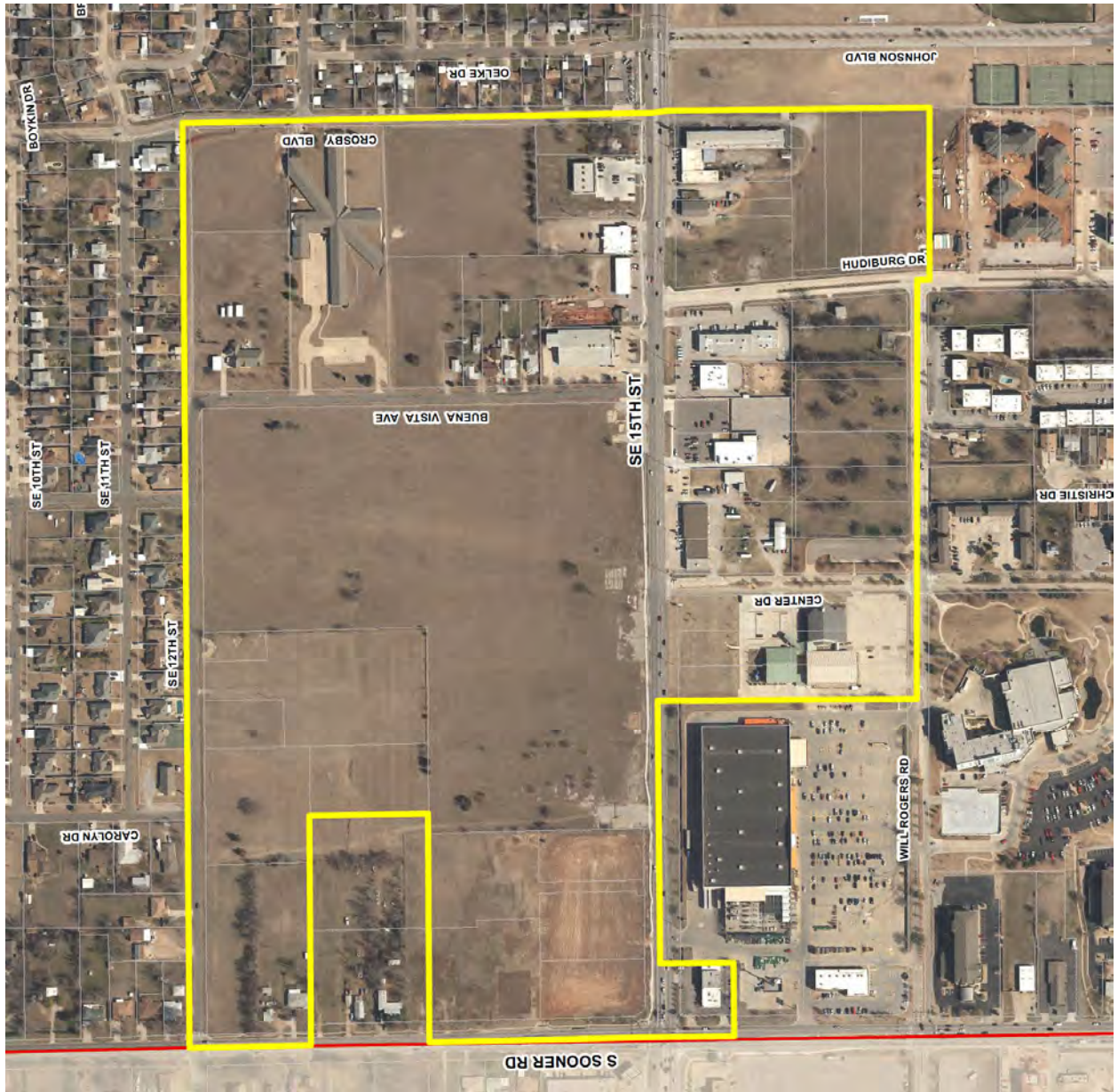
APPENDIX "B"

**LEGAL DESCRIPTION AND SKETCH OF
PROJECT AREA RELATING TO
INCREMENT DISTRICT NUMBER TWO,
CITY OF MIDWEST CITY, OKLAHOMA
(SOONER ROSE INCREMENT DISTRICT)**

The Project Area relating to the Sooner Rose Increment District is a tract located in Section 4 Township 11 North Range 2 West and Section 9 Township 12 North Range 2 West, more particularly described as follows:

Beginning at a point on the west section line of Section 9 Township 11 North Range 2 West, 208.72 feet south of the Northwest Corner of said section: Thence, N 89° 26' 53" E for a distance of 208.72 feet; Thence N 0° 35' 33" W for a distance of 208.72 feet; Thence N 89° 26' 53" E for a distance of 750.03 feet; Thence S 0° 21' 10" E for a distance of 738.776 feet; Thence S 89° 58' 0" E for a distance of 1194.097 feet; Thence S 0° 29' 27" E for a distance of 34.468 feet; Thence S 89° 57' 40" E for a distance of 489.102; Thence N 0° 36' 27" W for a distance of 843.067 feet; Thence N 8° 9' 25" W for a distance of 46.618 feet; Thence N 1° 12' 38" W for a distance of 1337.441 feet; Thence S 89° 33' 24" W for a distance of 2635.387 feet; Thence S 1° 20' 26" E for a distance of 346.171 feet; Thence N 89° 31' 33" E for a distance of 652.25 feet; Thence S 0° 57' 17" E for a distance of 338.563 feet; Thence S 89° 40' 35" W for a distance of 649.999 feet; Thence S 1° 20' 26" E for a distance of 659.431 feet to the Point of Beginning. Such tract containing ± 106 acres M.O.L.

A map of the boundaries of the Project Area Relating to the Sooner Rose Increment District appears on the following page:



APPENDIX “C”

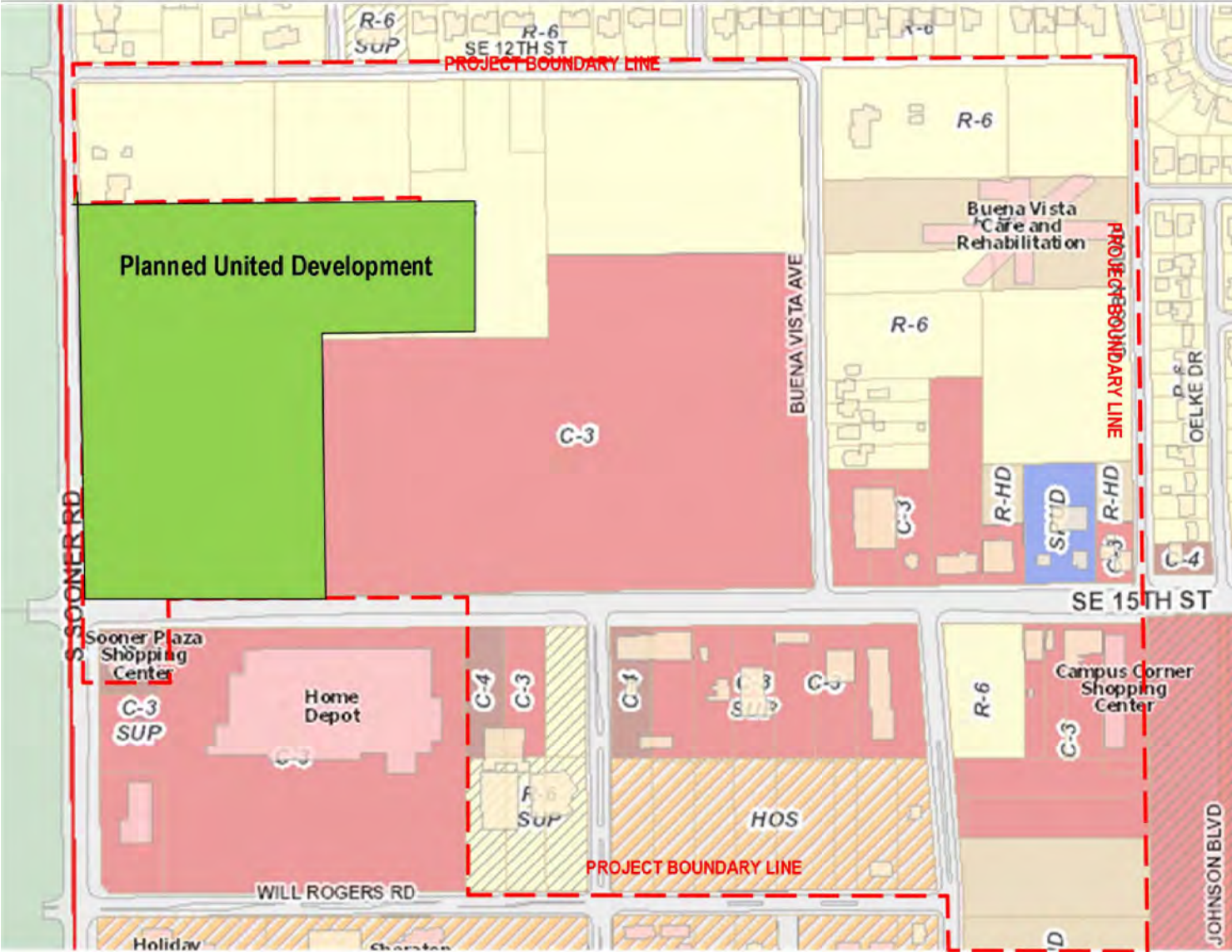
MAP SHOWING EXISTING USES AND CONDITIONS

Sooner Rose Increment District - Existing Conditions (February 2017)



- | | | | |
|------------------------------|------------------------------|------------------------------|---|
| A. Academy Sports + Outdoors | D. Sooner Baptist Church | G. Ok Ko-Mart Oriental Foods | J. Buena Vista Assisting Living Center (Vacant) |
| B. Hobby Lobby Craft Store | E. Jamaica Joe's Bar & Grill | H. Rick's Auto Repair | ■ = Private Residences |
| C. Home Depot | F. Mojo Sporting Goods | I. Weekee Credit Union | ● = Multi-Tenant Commercial Centers and Other Commercial Uses |

Sooner Rose Increment District - Existing Zoning (February 2017)



APPENDIX “D”

MAP SHOWING PROPOSED IMPROVEMENTS AND USES

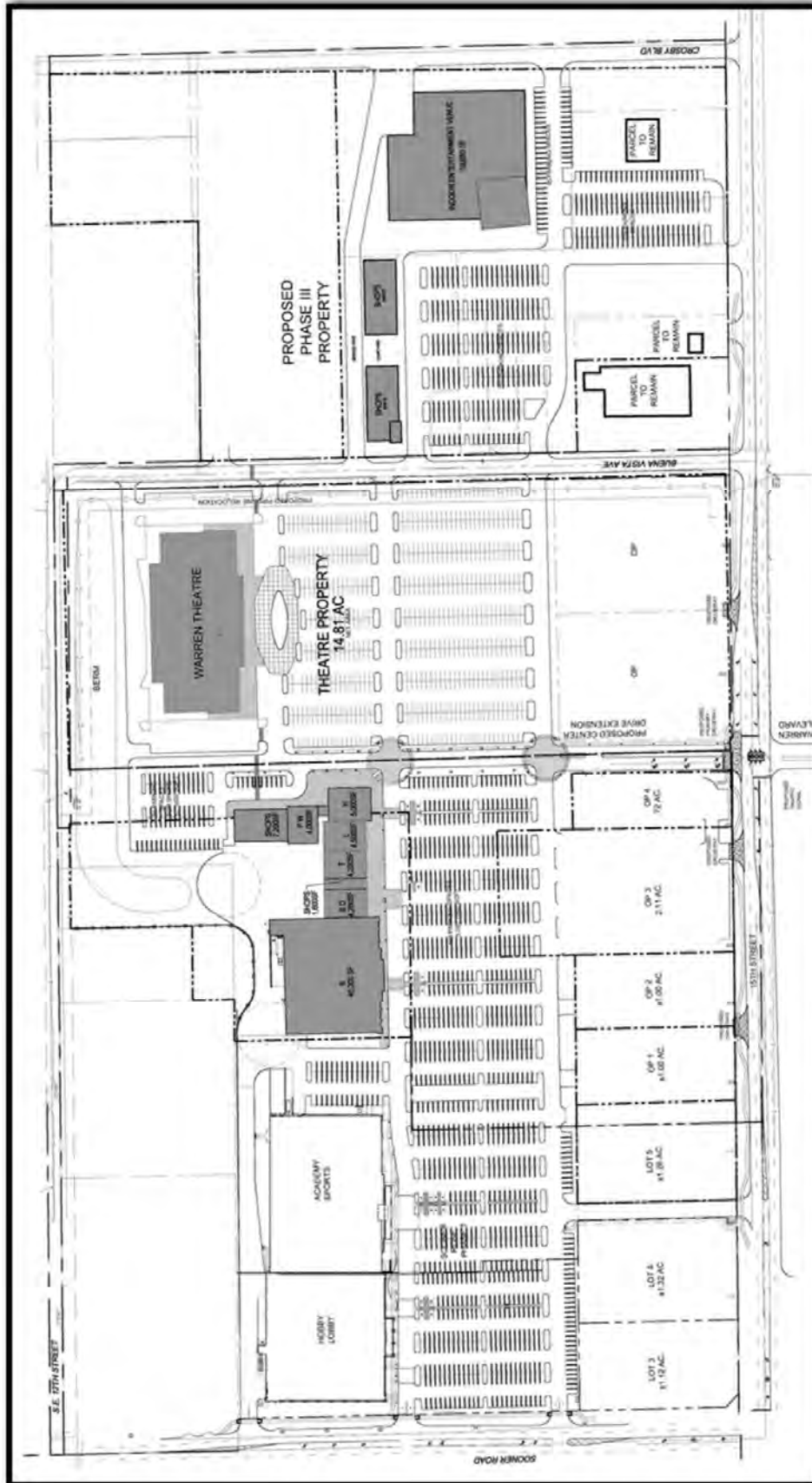


EXHIBIT "B"

BOUNDARIES OF THE
SOONER ROSE INCREMENT DISTRICT

The Sooner Rose Increment District consists of the following tract in Section Four (4), Township Eleven (11) North Range Two (2) West and Section Nine (9), Township Twelve (12) North, Range Two (2) West, more particularly described as follows:

Beginning at a point on the west section line of Section 9 Township 11 North Range 2 West, 208.72 feet south of the Northwest Corner of said section: Thence, N 89° 26' 53" E for a distance of 208.72 feet; Thence N 0° 35' 33" W for a distance of 208.72 feet; Thence N 89° 26' 53" E for a distance of 750.03 feet; Thence S 0° 21' 10" E for a distance of 738.776 feet; Thence S 89° 58' 0" E for a distance of 1194.097 feet; Thence S 0° 29' 27" E for a distance of 34.468 feet; Thence S 89° 57' 40" E for a distance of 489.102; Thence N 0° 36' 27" W for a distance of 843.067 feet; Thence N 8° 9' 25" W for a distance of 46.618 feet; Thence N 1° 12' 38" W for a distance of 1337.441 feet; Thence S 89° 33' 24" W for a distance of 2635.387 feet; Thence S 1° 20' 26" E for a distance of 346.171 feet; Thence N 89° 31' 33" E for a distance of 652.25 feet; Thence S 0° 57' 17" E for a distance of 338.563 feet; Thence S 89° 40' 35" W for a distance of 649.999 feet; Thence S 1° 20' 26" E for a distance of 659.431 feet to the Point of Beginning. Such tract containing ± 106 acres M.O.L.

EXHIBIT "C"

BOUNDARIES OF THE
SOONER ROSE PROJECT AREA

The Sooner Rose Increment District consists of the following tract in Section Four (4), Township Eleven (11) North Range Two (2) West and Section Nine (9), Township Twelve (12) North, Range Two (2) West, more particularly described as follows:

Beginning at a point on the west section line of Section 9 Township 11 North Range 2 West, 208.72 feet south of the Northwest Corner of said section: Thence, N 89° 26' 53" E for a distance of 208.72 feet; Thence N 0° 35' 33" W for a distance of 208.72 feet; Thence N 89° 26' 53" E for a distance of 750.03 feet; Thence S 0° 21' 10" E for a distance of 738.776 feet; Thence S 89° 58' 0" E for a distance of 1194.097 feet; Thence S 0° 29' 27" E for a distance of 34.468 feet; Thence S 89° 57' 40" E for a distance of 489.102; Thence N 0° 36' 27" W for a distance of 843.067 feet; Thence N 8° 9' 25" W for a distance of 46.618 feet; Thence N 1° 12' 38" W for a distance of 1337.441 feet; Thence S 89° 33' 24" W for a distance of 2635.387 feet; Thence S 1° 20' 26" E for a distance of 346.171 feet; Thence N 89° 31' 33" E for a distance of 652.25 feet; Thence S 0° 57' 17" E for a distance of 338.563 feet; Thence S 89° 40' 35" W for a distance of 649.999 feet; Thence S 1° 20' 26" E for a distance of 659.431 feet to the Point of Beginning. Such tract containing ± 106 acres M.O.L.



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





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: March 28, 2017

SUBJECT: Discussion and consideration of amending Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, by increasing the amount from \$500.00 to \$1,000.00; and providing for repealer and severability.

Oklahoma law (22 O.S. 1541) has long defined petit larceny as taking of property of \$500.00 or less. That amount constitutes a misdemeanor and can be prosecuted in municipal court. Recently, the statute was amended, changing the definition of petit larceny as an amount of \$1,000.00 or less. Since that is also a misdemeanor, we can prosecute those additional offenses.

The same amendment was made to include jurisdiction for false or bogus checks.

Our ordinance, Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, needs to be amended to reflect this change. A red-lined copy is attached.

Staff recommends approval.

Brandon Clabes
Chief of Police

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING CHAPTER 28 ARTICLE IV SECTION 28-57(B) OF THE CODE OF ORDINANCES OF THE CITY OF MIDWEST CITY, OKLAHOMA, DEFINITION OF PETIT LARCENY BY INCREASING THE AMOUNT FROM \$500 TO \$1,000; PROVIDING FOR REPEALER AND SEVERABILITY.

WHEREAS, the Statues of the State of Oklahoma have limited the jurisdiction of the City of Midwest City with regard to the prosecution of petit larceny; and

WHEREAS, those Statutes have now been amended to increase the jurisdiction of the City; and

WHEREAS, the Mayor and City Council finds that it is to the benefit of the citizens of Midwest City to amend its ordinances to accept that increased jurisdiction:

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

SECTION 1. Section 28-57(B) is hereby amended to read as follows:

(b) For the purposes of this section, the term “petit larceny” shall mean the taking of personal property not exceeding ~~five hundred dollars (\$500.00)~~ one thousand dollars (\$1,000.00) in value, accomplished by fraud or stealth, with intent to deprive another thereof.

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, on the _____ day of _____, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney

Notice of regular Midwest City Board of Adjustment meetings was filed for the calendar year with the Midwest City Clerk prior to December 15, 2014 and a copy of the agenda for the meeting was posted at City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
March 7, 2017 -- 6:00 P.M.**

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 7, 2017, with the following members present:

Present: Jess Huskey
 Cy Valanejad
 Frank Young

Absent: Tammy Cook
 Charles McDade

Staff present: Kellie Gilles, Current Planning Manager
 Christine Allison, Associate Current Planner

The meeting was called to order by Huskey at 6:07 P.M.

A. MINUTES:

A motion was made by Valanejad, seconded by Huskey, to approve the minutes of the meeting of February 7, 2017 as presented. Voting aye: Valanejad, Young and Huskey. Nay: none. Absent: McDade and Cook. Motion carried.

B. NEW MATTERS:

- 1. (BA-393) Discussion and consideration of an application for a variance to the terms standards and criteria to the fence materials allowed for residential districts as outlined in Section 5.2.3(B)(3) of the Zoning Ordinance for the property located at 2236 Maple Dr.**

The applicants, Bobby and Ellen Harris of 2236 and 2300 Maple Dr., were present. General discussion on this matter was held among the board members and staff. Mr. Harris explained that his intention is to erect a nice metal fence that will last longer than other materials such as stockade. Mr. Harris stated that he and his mother had already paid for the materials and they had been cut when his contractor learned that sheet metal fences were prohibited in residential zoning districts. There was additional general discussion.

Prior to voting on this item, Young made a motion to vote on BA-393 and BA-394 at the same

time as they are for the same thing, just at adjacent properties. The materials proposed for both properties are the same. Valanejad seconded the motion. Voting aye: Young, Valanejad and Huskey. Nay: None. Motion carried.

The Board members addressed the following requirements for the variance to the prohibited fence materials as listed in Section 5.2.3(G)(3) of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? Young made a motion of such unnecessary hardship as the applicant has already paid for the materials. Huskey seconded the motion. Voting aye: Young, Huskey. Voting nay: Valanejad.
2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? No motion was made.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by Young, seconded by Valanejad, to make such a finding of no substantial detriment. Voting aye: Valanejad and Young. Nay: Huskey.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Young. There was no second to this motion.

A motion was made by Young, seconded by Valanejad, to deny the variance to the terms, standards and criteria of Section 5.2.3(B)(3) regarding the request to use sheet metal fencing in a residential district for the properties addressed as 2236 and 2230 Maple Drive as requested. Voting aye: Huskey, Valanejad, and Young. Nay: none. Motion carried.

C. BOARD DISCUSSION: Valanejad asked that the City look to amend the residential masonry requirement of the Zoning Ordinance to possibly allow craftsman style homes. Young asked how to review the ordinance pertaining to residential fence material to allow sheet metal under specific conditions.

D. PUBLIC DISCUSSION: None

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

Page 3
March 7, 2017
Board of Adjustment Minutes

The meeting adjourned at 6:35 P.M.

JESS HUSKEY, Chairman

KG

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

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

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

Commissioners present: Floyd Wicker, Chairman
 Stan Greil
 Dean Hinton
 Jess Huskey
 Russell Smith
 Jay Dee Collins

Staff present: Kellie Gilles, Current Planning Manager
 Christine Allison, Associate Current Planner

The meeting was called to order by Chairman Wicker at 7:01 p.m.

A. MINUTES:

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

B. NEW MATTERS:

1. **(MP-11) Public hearing with discussion and consideration of approval of the Eastgate Minor Plat described as a part of the SW/4 of Section 26, T-12-N, R-2-W, located on the northeast corner of NE 10th and N. Midwest Blvd.**

Staff members presented a brief overview of this item. The applicant, Josh Atkinson of 7430 SE 15th St., was present. There was general discussion about this item. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: Hinton, Greil, Huskey, Smith, Collins and Wicker. Nay: Smith. Motion carried.

- 2 **(PC-1898) Public hearing with discussion and consideration of a resolution of approval of the City of Midwest City Increment District #2 (Sooner Rose Increment District).**

The applicant, Robert Coleman, Economic Development Director for the City of Midwest City, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Collins, to recommend approval subject to all staff comments. Voting aye: Hinton, Greil, Huskey, Smith, Collins and Wicker. Nay: Smith. Motion carried.

C. COMMISSION DISCUSSION: General discussion.

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 Collins, seconded by Greil. Voting aye: Hinton, Greil, Huskey, Smith, Collins and Wicker. Nay: none. Motion carried.

The meeting adjourned at 7:20 p.m.

Floyd Wicker, Chairman
(KG)



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: March 28, 2017

SUBJECT: Discussion and consideration of passing and approving an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, by amending Article II, Public Courtesy Benches, Section 37-16 Compliance and Section 37-17 Defined; and providing for repealer and severability.

This ordinance amendment will allow the city to construct public courtesy shelters at bus stops in the public right of way. Under the existing ordinance language, construction of a public courtesy shelter in the right of way would be prohibited.

Bids will be let for the construction of (10) public courtesy shelters at existing bus stops along Route 15 in Midwest City once the ordinance has been amended. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft
Grants Manager

Attachment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 37, STREETS AND SIDEWALKS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, PUBLIC COURTESY BENCHES, SECTION 37-16 COMPLIANCE AND SECTION 37-17 DEFINED, AND ESTABLISHING AN EFFECTIVE DATE AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 37, Streets and Sidewalks, Article II, of the Midwest City Code, is hereby amended by amending Section 37-16 Compliance, as follows:

Any person installing or maintaining any public courtesy bench on public or private property shall be subject to the provisions of this article and shall comply with all of its provisions. Article I of this chapter shall not apply to public courtesy benches or public courtesy shelters.

SECTION 2. That Chapter 37, Streets and Sidewalks, Article II, of the Midwest City Code, is hereby amended by amending Section 37-17 Defined, as follows:

Public courtesy benches are hereby defined as benches placed on public or private property utilized by the public near bus stops for the convenience of public travel. Public courtesy shelters are hereby defined as shelters located at public bus stops on public street right-of-way for the convenience of public travel.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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.

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



MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

March 28, 2017 - 7:01 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 14, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2017. (City Manager - T. Lyon)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS



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**

March 14, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:57 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for March 14, 2017. The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 6:57 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

March 14, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes, Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 7:36 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by Reed, to approve the items on the Consent Agenda, as submitted.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 28, 2017, as submitted.**
2. **Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2017.**
3. **Discussion and consideration of declaring 43-04-06, one 1999 John Deere Zero Turn Mower from the Wastewater Department and 42-02-02, one 1987 Chevrolet S-10 VIN 1GCCS14R3 H8110768 from the Water Department, surplus property and authorizing their disposal by sealed bid or auction.**

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

New Business/Public Discussion.

Adjournment. Chairman Dukes adjourned the meeting at 7:37 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: March 28, 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 February 28, 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				
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034				
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720				
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011				
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407				
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386				
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666				
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978				
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933				
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648				
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054				
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)				
Key Indicators												
Hotel Room Revenue	268,993	216,282	265,640	252,315	256,155	116,079	147,556	219,474				
Food and Banquet Revenue	105,613	220,229	183,624	266,797	175,240	184,013	123,798	181,911				

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)



NEW BUSINESS/
PUBLIC DISCUSSION



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

March 28, 2017 - 7:02 PM

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

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 14, 2017, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2016-2017, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$7,000. (Finance - C. Barron)
- 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**

March 14, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:09 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 28, 2017. Jim Garrels, President, Fiduciary Capital Advisors, presented the 2016 fourth quarter performance review.

Following Mr. Garrels' presentation, the Trustees recessed at 6:27 p.m.

The Trustees returned to the meeting at 6:57 p.m.

The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 6:57 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**

March 14, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 7:37 p.m.

Discussion Item.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 28, 2017, as submitted.** Motion was made by Dawkins, seconded by Reed, to approve the minutes, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2016 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Motion was made by Dawkins, seconded by Eads, to accept the report, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.** Motion was made by Dawkins, seconded by Allen, to go into executive session. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. The Trustees went into executive session at 7:39 p.m. The Trustees returned to open session at 8:39 p.m. Motion was made by Reed, seconded by Dawkins, to authorize the City Manager to take appropriate actions as discussed in executive session. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 8:40 p.m.

MATTHEW D. DUKES, II, Chairman

ATTEST:

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

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Midwest City, Oklahoma 73110
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J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Daniel McClure Jr.
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: Christy Barron, Treasurer/Finance Director

DATE: March 28, 2017

SUBJECT: Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2016-2017, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$7,000.

The supplement is needed to roll forward remaining budget for fiscal year 2015-2016 Hospital Authority Grants to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS

March 28, 2017

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			7,000	
		<u>0</u>	<u>0</u>	<u>7,000</u>	<u>0</u>

Explanation:
 Roll forward remaining budget for Fiscal Year 2015-2016 Hospital Authority Grant from fiscal year 2015-2016 to current fiscal year.
 Funding to come from fund balance.



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: March 28, 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

