



MIDWEST CITY
MEETING AGENDAS FOR
July 12, 2016

STAFF BRIEFING

City Hall, Second Floor, Midwest City Council Conference Room, 100 N. Midwest Boulevard
Enter through S.W. door marked Council Chamber/Conference Room

July 12, 2016 – 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, Hospital Authority, Economic Development Commission, and the Special Utilities Authority for July 12, 2016.

CITY OF MIDWEST CITY COUNCIL AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

July 12, 2016 – 7:00 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.

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Community Services Director Vaughn Sullivan
 - Pledge of Allegiance - Councilmember Reed
 - Community-related announcements
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Council members, or members of the audience wish to discuss a proposed item with the Council, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of ratifying the approval of the management representation letters to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center, LLC, Lowe's STC, LLC and STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013. (City Manager - G. Henson)
 3. Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 2016-17: Office Supply Contract with Staples, Inc.; Savin copier maintenance agreement with Standley Systems at a rate of \$0.0089 per black and white and \$0.05 per color copies for three model #C9145 and two #MPC4502, plus a rate of \$0.0078 per black and white copy on model #C8075; the utility bill production agreement with Dataprose, LLC; and Connect + Series mail machine lease with Pitney Bowes in the amount of \$248.55 per month. (City Clerk - S. Hancock)
 4. Discussion and consideration of approving and entering into an Annual Base Station Preventative Maintenance Contract for FY 2106-17 with Utility Technology Services, LLC in the amount of \$1,500 each for the two base stations towers being used with the AMI System. (City Clerk - S. Hancock)

5. Discussion and consideration of approving and entering into a contract in the amount of \$12,000 with the University of Oklahoma Institute for Quality Communities to perform an Original Mile Node and Linkage Study. (Community Development - B. Harless)
6. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the City of Harrah, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. (Police - B. Clabes)
7. Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for fiscal year 2016-17. (Police - B. Clabes)
8. Discussion and consideration to award the bid to and enter into a contract for police firearm ammunition for fiscal year 2016-17 with GT Distributors, Inc. of Austin, Texas, who submitted the overall lowest and best bid submitted meeting specifications, for the 380 Caliber 95 gr./90 gr. for \$260.20 per unit for CCI-53606; 38 caliber 125 gr. for \$362.46 per unit for CCI-53720; 9mm 124 gr./135 gr. for \$187.08 per unit for CCI-53651 and \$362.46 per unit for CCI-53618; 40 Caliber 165 gr./175 gr. for \$226.76 per unit for CCI-53955 and \$390.15 per unit for CCI-53970; 357 Sig 125 gr./135 gr. for \$255.10 per unit for AE357S2 and \$401.66 per unit for CCI-54234; 45 Caliber 200 gr./220 gr. for \$322.44 per unit for CCI-53655 and \$428.40 per unit for CCI-53969; 223 Caliber 55 gr. for \$312.42 per unit for AE223 and for \$575.45 per unit for CCI-24446; 308 168 gr. for \$1,052.31 per unit for FC-GM308M; 12 ga. Buckshot 00 9 Pellet \$484.70 per unit for FC-LE13200; and for the 12 ga. 1-ounce Rifle Slug for \$663.25 per unit for FC-LEB127DPRS. (Police - B. Clabes)
9. Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with GeoSafe in the amount of \$10,000, less a \$5,000 contribution from Alliance Health Care, for software service and integration with the Tyler Computer-Aided Dispatch System to the iPads in fire and EMS vehicles; and with Emergency Reporting Fire/EMS Records Management in the amount of \$10,232 for software service and integration with CAD for records management. (Fire - B. Norton)
10. Discussion and consideration of selecting Casey Hurt, a freeholder and qualified elector residing in Oklahoma County, to represent the City of Midwest City on the board of directors of the Central Oklahoma Master Conservancy District for a four-year term and submitting his name to the Cleveland County district judge who shall appoint Mr. Hurt to membership on the board of directors. (City Manager - G. Henson)
11. Discussion and consideration of declaring four and a half metal storage lockers surplus and authorizing their disposal by public auction. (Fire - B. Norton)

D. DISCUSSION ITEMS.

1. (PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road. (This item was tabled at the June 28, 2016 Council meeting.) (Community Development - B. Harless)
2. (MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Drive. (This item was tabled at the June 28, 2016 Council meeting.) (Community Development - B. Harless)
3. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, by amending Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, Section 15-15, Fire lanes, Section 15-15, Blocking fire hydrants and fire department connections, Section 15-22, Location of fire hydrants, Section 15-24, Smoke detectors, and Section 15-26, Access and operational standards for controlled access gates and gated subdivisions; by amending Article II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required; by amending Article II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; recovery of costs; by amending Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56, Amendments; by amending Article III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-61, Adopted; by amending Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-72, Alarm and detection systems plan review; fee, and Section 15-73, Sprinkler systems; by amending Article IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, and Section 15-101, Permit required; fees, and by amending Article IV, Open Burning, by repealing Section 15-104, Burn pit defined; inspection; revocation of permit; establishing an effective date; and providing for repealer and severability. (This item was published under the Further Information portion of the May 24, 2016 Council agenda.) (Fire - B. Norton)
4. Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, by amending Article II, Offenses Against Morals, Section 28-20, Disorderly house; and providing for repealer and severability. (This item appeared as a Discussion Item on the March 8, 2016 Council agenda.) (City Manager - G. Henson)
5. Discussion and consideration of replacing Daniel McClure Jr. as vice mayor. (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.F. ADJOURNMENT.



CONSENT AGENDA



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

MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL

June 28, 2016 – 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 Daniel McClure Jr., Pat Byrne, Sean Reed, and *Christine Allen; and City Clerk Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

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

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for June 28, 2016. Public Relations Specialist Kay Hunt showed an Economic Development video. City Manager Guy Henson, Community Services Director Vaughn Sullivan, and Stormwater and Sanitation Manager Paul Streets made community-related announcements. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

*Councilmember Allen arrived at 6:12 p.m.

The mayor closed the meeting at 7:03 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

June 28, 2016 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr., Pat Byrne, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Mayor Dukes called the meeting to order at 7:13 p.m.

Opening Business. The meeting opened with the invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Mayor Dukes. Mayor Dukes presented a proclamation to Environmental Services Director Bill Janacek for "Waters Worth It." City Manager Guy Henson and Councilmembers Allen and Byrne made community-related announcements.

Consent Agenda. Motion was made by McClure, seconded by Byrne, to approve the items on the Consent Agenda, as submitted, except for items 4, 23, and 31.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 14, 2016, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of May 2016.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Street & Alley Fund, expenses/Street (09) \$3,205. Fire Fund, revenue/Transfers In (00) \$119,172. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$39,856; expenses/Street (09) \$45,773. Grants Fund, revenue/Intergovernmental (62) \$21,275; expenses/Police (62) \$21,275. Fire Capitalization Fund, revenue/Transfers In (00) \$3,206; expenses/Fire (64) \$3,206. Grants Fund, revenue/ Inter-governmental (62) \$75,000; Transfers In (62) \$5,355; expenses/Police (62) \$80,355. Police Impound Fees Fund, expenses/Transfers Out (62) \$5,355. Reimbursed Projects Fund, expenses /General Gov't (14) \$76. Decrease: CVB Fund, revenue/Transfers In (00) \$119,172.
4. **Discussion and consideration of approving a .05 percent cost of living increase effective July 1, 2016 for all employees not covered by a collective bargaining agreement and expanding longevity pay to be paid for up to a maximum of 30 years of service.** Motion was made by McClure, seconded by Byrne, to approve a one percent cost of living increase for all City employees not covered by a collective bargaining agreement. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

5. Discussion and consideration of renewing a property insurance policy from Travelers Insurance with a \$25,000 deductible at a premium rate of \$0.285 cents per hundred dollars of value for all property; a \$100,000 deductible for wind/hail claims; and a \$2,500 deductible at a premium rate of \$71,049 for coverage of all City vehicles under the terms and conditions contained in the proposal submitted by First Point Insurance for property insurance for fiscal year 2016-2017.
6. Discussion and consideration of renewing the public entity excess liability insurance policy with OneBeacon Government Risks for the City of Midwest City's Auto and General Liability Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$110,726 for a self-insured retention of \$250,000 per occurrence.
7. Discussion and consideration of renewing the excess workers compensation contract with Midwest Employers for the Workers Compensation Self-Insurance Plan for the 2016-2017 fiscal year at an annual cost of \$219,357 for self-insured retention of \$500,000 per claim for police and fire employees, and \$450,000 per claim for all other employees.
8. Discussion and consideration of renewing the contract with Constellation New Energy Gas Division for the purchase of natural gas for City facilities using more than 1,000 MMBtu (decatherm) through July 31, 2016 and through July 31, 2017.
9. Discussion and consideration of renewing the contract for On-Site Turnkey Vehicle and Equipment Part Operation for FY 2016-2017 with O'Reilly Auto Parts.
10. Discussion and consideration of renewing an agreement in the amount of \$50,000 with Mid-Del Youth and Family Center, Inc. for emergency youth shelter, counseling, juvenile diversionary, training/consultation and community education services for fiscal year 2016-17.
11. Discussion and consideration of renewing an agreement with Midwest Media & Marketing, Inc. for fiscal year 2016-17 in the amount of \$66,000 to provide public relations and marketing services.
12. Discussion and consideration of ratifying, approving and adopting the 2016-17 collective bargaining agreement with the Fraternal Order of Police, Lodge 127 as negotiated and presented at the June 14, 2016 Council meeting.
13. Discussion and consideration of renewing the agreement with the Cities of Choctaw and Nicoma Park for animal care services for fiscal year 2016-17.
14. Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2016-2017.
15. Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the Cities of Choctaw and Nicoma Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

16. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2016-17.
17. Discussion and consideration of renewing the current Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Sheriff of Oklahoma County for fiscal year 2016-17 to provide for the incarceration of City prisoners and "Hold for State" prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$42.00 per day per prisoner.
18. Discussion and consideration of 1) renewing the CivicPlus Service and License Agreement in the amount of \$4,730 for continuing system enhancements, maintenance, support and hosting; 2) renewing the agreement for CivicSend services in the amount of \$995; and 3) re-developing MyMWC, a custom mobile application, in the total amount of \$7,450 for the 2016-17 fiscal year.
19. Discussion and consideration of approving and entering into a Lease and Operating Agreement with the Community Action Agency of Oklahoma City and Oklahoma/Canadian Counties, Inc.
20. Discussion and consideration of renewing a contract with Sierra Environmental Services, Inc., without modifications, for code enforcement abatement for FY 2016-17.
21. Discussion and consideration of renewing a contract with Crush Enterprises Inc., dba Jan-Pro Cleaning Systems, in the amount of \$1,080.00 per month for weekly cleaning services for the Charles J. Johnson building for the 2016-17 fiscal year.
22. Discussion and consideration of approving and entering into a contract for Cityworks implementation for traffic operations sign management with New Edge Services, LLC in the total amount of \$24,000.00 and an hourly support rate of \$130.00 per hour.
- 23. Discussion and consideration of canceling a contract with Portable Restroom Trailers, LLC in the amount of \$47,870.00 and awarding a bid and entering into a contract with Comfort of Home Services, Inc. for the fabrication and purchase of a 10-station mobile restroom trailer in the total amount of \$49,731.00.** As the contract had been fulfilled by the mobile restroom trailer being delivered to the City during the week prior to this meeting, a motion was made by Reed, seconded by Byrne, to strike this item. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
24. Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company.
25. Discussion and consideration of approving and entering into a contract for FY 16-17 Convention and Visitors Bureau (CVB) marketing and public relations services with Vann and Associates in the amount of \$700.00 per month.

26. Discussion and consideration of renewing a contract for FY 16-17 weekly Welcome Center cleaning services with Crush Enterprises Inc., dba Jan-Pro of OKC, in the amount of \$295.00 per month.
27. Discussion and consideration of renewing contracts, without modifications, for FY 2016-17 street rehabilitation and repair with Nash Construction Company, Bermuda grass slab sod with Canadian Valley Turf Farm, traffic signal maintenance with Midstate Traffic Control, Inc., uniforms, shop towels and floor mats with Unifirst Holdings, Inc. and pavement markings with Road Safe Traffic Systems, Inc.
28. Discussion and consideration of entering into a three-year contract with Environmental System Research Institute, Inc. (ESRI) at the price of \$20,000 per year for GIS software maintenance, for a total of \$60,000 for the three-year period.
29. Discussion and consideration of renewing for fiscal year 2016-17 the contracts with: ACOG in the amount of \$800.00 for UPWP traffic counts; All Roads Paving in the amount of \$661,478.77 for intersection paving at SE 15th and Douglas; Bauman Instrument in the amount of \$409,000.00 for services regarding SCADA system at water treatment plant; Crafton, Tull, & Associates in the amount of \$250,000.00 for engineering services regarding SE 29th from Midwest Boulevard to Douglas reconstruction; Crafton, Tull, & Associates in the amount of \$12,500.00 for engineering and landscape design services for the Original Mile Median and Entryway Improvement Project; Crafton Tull & Associates in the amount of \$217,500.00 for overlay of Sooner Road and installation of new sidewalks Reno to SE 29th; DLT Solutions in the amount of \$1,510.65 for AutoCAD subscription; ESRI, Inc in the amount of \$20,000.00 for GIS software annual maintenance; Firetrol in the amount of \$605.00 for testing and inspection of fire alarm system and portable fire extinguishers; Garver, LLC in the amount of \$344,000.00 for services regarding SCADA construction plans; Garver, LLC in the amount of \$6,260.00 for engineering services for Titan Tower; H&H Plumbing in the amount of \$76,915.00 for Sooner Road sanitary sewer extension; Holland Backhoe in the amount of \$589,179.55 for utility relocation SE 15th, Lynn Fry to Anderson; Holland Backhoe in the amount of \$387,570.00 for Carl Albert Titan Tower modification project; HydroCad in the amount of \$644.00 for HydroCad software maintenance; IT Nexus in the amount of \$2,000.00 for MapViewer maintenance; MAC Systems in the amount of \$216.00 to monitor fire alarms; MTZ Construction in the amount of \$246,054.45 for Sooner Road and SE 15th Street paving expansion; MTZ Construction in the amount of \$145,078.50 for North Oaks Phase III cul-de-sac paving; ODOT in the amount of \$34,316.20 for the City's share of construction plans for the Palmer Loop Trail and Mid-America Park Trail; ODOT in the amount of \$4153.00 for engineering services with RL Shears for Eastside Elementary; ODOT in the amount of \$25,237.00 for the City's share to reconstruct and signalize railroad crossing on Westminster between NE 10th and NE 23rd; ODOT in the amount of \$31,027.00 for the City's share to reconstruct and signalize railroad crossing on Douglas between NE 10th and NE 23rd; ODOT in the amount of \$30,923.00 for the City's share to reconstruct and signalize railroad crossing on Midwest Boulevard between NE 10th and NE 23rd; ODOT in the amount of \$194,065.50 for the City's share to roto-mill and overlay Sooner Road, from Reno to SE 29th; ODOT in the amount of \$28,187.00 for the City's share to reconstruct and signalize railroad crossing on Sooner between Reno and NE 10th; ODOT in the amount of \$26,869.00 for the City's share to reconstruct and

signalize railroad crossing on NE 10th between Sooner and Air Depot; Standley Systems to lease a Savin MP C4502 at \$104.00 per month, inclusive of maintenance, per copy cost of \$0.0089 black and white images and \$0.05 color images; TAP Architecture in the amount of \$35,800 for design, engineering, and construction administration services regarding I-40 beautification.

30. Discussion and consideration of approving and entering into a General Mutual Cooperation Agreement with the Board of County Commissioners of Oklahoma County authorizing Oklahoma County to assist with street improvements and tinhorn installation during FY 2016-17.
31. **Discussion and consideration of accepting a Permanent Trail Easement from the Department of the Air Force for the construction of the proposed trail system located along S.E. 29th Street, from Air Depot Boulevard to Sooner Road, located in the Southwest Quarter of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.** Motion was made by McClure, seconded by Allen, of accepting the permanent easement as presented noting that it is located in Section 16 rather than in Section 9 as mistakenly indicated in the agenda item. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
32. Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with SHI International Corp. in the amount of \$8,674.41 for software maintenance in connection with the City's GroupWise email system; SHI International Corp. in an amount not to exceed \$71,611.00 for software licenses related to Microsoft Windows 7 and Office 2010; SHI International Corp. in an amount not to exceed \$3,000.00 for ESET Endpoint Antivirus; Messaging Architects Inc. in an amount not to exceed \$4,375.00 for Netmail email archiving; ISG Technology in an amount not to exceed \$14,000.00 for VMWare maintenance; ImageNet Consulting in an amount not to exceed \$42,593.80 for Laserfiche maintenance; American Solutions for Business \$160.00 for PrintChef maintenance; HelpSystems, LLC in an amount not to exceed \$1,500.00 for Robot/Alert & Robot /Transform iSeries management software; SHI International Corp. in an amount not to exceed \$2,054.00 for Veeam Standard Support; SPSVar. in an amount not to exceed \$5,040.00 for hardware maintenance in connection with the City's IBM iSeries; AgendaPal in an amount not to exceed \$4,800.00 for agenda management/creation software; Tyler Technologies in an amount not to exceed \$124,570.00 for software maintenance in connection with the Police, 911 and Court; and SunGard Public Sector Inc. in an amount not to exceed \$101,176.00 for software maintenance in connection with the City's SunGard ERP Software Package.
33. Discussion and consideration of: 1) declaring two black file cabinets, Webster's 9th Edition Dictionary, a plastic paper holder, and a metal paper holder as surplus; and 2) authorizing their disposal by public auction or sealed bid.
34. Discussion and consideration of declaring one (1) Da-lite model 81634 motorized in- ceiling screen with 4X3 format, one (1) 1995 Mitsubishi model CS 27200 television, one (1) Memorex model MVD 454C DVS/VCR, one (1) General Electric model VG4021 VCR, one (1) Bretford 48" television cart, one (1) 20 inch floor buffer (very old) and one (1) Pro Form

Crosswalk model 480 treadmill (serial number W54111319) from the Recreation Department surplus property and authorizing their disposal by sealed bid or auction.

35. Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.
36. Discussion and consideration of 1) declaring one (1) Ductless Fume Hood, Model # AU-550L, surplus property; and 2) authorizing its disposal.

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

Discussion Items.

1. **(PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road.** Kathy Peacock, 12799 Twin Pine Lane, Choctaw, addressed the Council. After much discussion, a motion was made by Reed, seconded by McClure, to table this item until the July 12, 2016 Council meeting. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
2. **(PC-1872) Public hearing with discussion and consideration of approval of the Replat of the south half of Lot 9 and all of Lot 10, Block 12 in the Pointon City Addition located at 604 S. Marion and in Section 6, T-11-N, R-1-W.** Merla Jean Allen, 701 Fairlane Drive, addressed the Council. A motion was made by McClure, seconded by Reed, to approve the Replat. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
3. **(MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Dr.** Harold Fonenot and Todd Hall, 13097 Rose Petal Circle, Herndon, VA, owners of the property, addressed the Council via telephone and Fred Hawk, 1302 S. Caldwell Drive addressed the Council in person. Motion was made by Reed to approve the Minor Plat without granting the waivers. After additional discussion, Reed withdrew his motion. A motion was then made by McClure, seconded by Allen, to table this item until the July 12, 2016 Council meeting. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
4. **Discussion and consideration of approving and entering into a Memorandum of Understanding to extend the current fiscal year 2015-16 collective bargaining agreement with the International Association of Fire Fighters Local 2066 through October 31, 2016.** Motion was made by McClure, seconded by Reed, to approve and enter into the Memorandum of Understanding to extend the current agreement. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

New Business/Public Discussion.

Doug Beabout, 13200 Shirley Lane, addressed the Council.

Adjournment.

There being no further business, motion was made by Reed, seconded by McClure, to adjourn. Voting aye: McClure, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried. The meeting adjourned at 8:21 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: July 12, 2016

SUBJECT: Discussion and consideration of ratifying the approval of the management representation letters to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center, LLC, Lowe's STC, LLC and STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.

Attached for your review and approval are the same management representation letters that you approved on June 14, 2016. At that time, you also accepted the audit for calendar years 2012 and 2013 for the entities leasing the property associated with the Downtown Redevelopment Project.

To establish a "bright line" as to when all of the financial affairs of Sooner Town Center, LLC, Lowe's STC, LLC and STC II, LLC for 2012 and 2013 are finalized, the date of your approval/acceptance, the date of the representation letter and the date of the audit should all be the same. The only way for that to occur is for this item to be presented to you once again as Grant Thornton has agreed that it can date the representation letter and audit July 12, 2016 which will then match the date of your approval/acceptance of the attached documents which have not changed, except for their dates, since you saw them last month.

Staff recommends approval.

A handwritten signature in black ink, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson
City Manager

Attachments

(Entity letterhead)

Date of audit report

Grant Thornton LLP
201 South College Street
Suite 2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the combined financial statements of Sooner Town Center, LLC and STC Lowes, LLC (collectively referred to as “Sooner Town Center” or “the Entity”), which comprise the combined balance sheets as of December 31, 2013 and December 31, 2021, and the related combined statements of operations, changes in members’ deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the combined financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (“US GAAP”) and whether the supplementary information is fairly presented, in all material respects, in relation to the combined financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the combined financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of (date of the audit report), the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the combined financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management

- b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the combined financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's combined financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
 3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the combined financial statements, as a basis for recording a loss contingency or for disclosure.
 4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the combined financial statements in the event of a noncompliance.
 5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
 6. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the combined financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the combined financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*TM (ASC) 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculations of participation rent for the years ended December 31, 2013 and 2012 as determined in the supplementary schedules of net operating income, debt, net cash flow and subtenant rents are prepared in compliance with the terms as defined in the Midwest City Downtown Redevelopment General Ground Lease, the Amended Midwest City Downtown Redevelopment Agreement, and the Midwest City Downtown Redevelopment Anchor Ground Lease (the "Agreements"). We have read

these supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreements.

9. We believe the information included in the Leases footnote to the combined financial statements, which describes the ground lease terms and participation rent calculation, is consistent with our understanding of the Agreements.
10. We believe that rent expense incurred totaled \$1,123,086 and \$1,305,258 for the years ended December 31, 2013 and 2012, respectively, and is properly recorded in the combined statement of operations.
11. Excluding the rent expense amount included in the promissory note, amounts due to Midwest City, Oklahoma (the City) for rent have been properly calculated and accrued in accordance with the terms of the Company's Agreements with the City at \$104,677 and \$477,375 as of December 31, 2013 and 2012, respectively.
12. The Company and the City reached an agreement in 2012 regarding the settlement of any unpaid or disputed participation rent for all periods prior to January 1, 2010. This agreement provided that irrespective of the terms of any lease or other prior agreement, participation rent from commencement through December 31, 2009 would be equal to the sum of amounts previously paid and a final settlement amount of \$249,555. The Company executed a promissory note to the City for the settlement amount, payable in four annual installments of \$68,750 including interest at an initial rate of 4% with the first payment due in 2012. The balance of this payable is \$129,669 and \$190,788 as of December 31, 2013 and 2012, respectively.
13. No events have occurred subsequent to the date of the combined financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the combined financial statements.

Very truly yours,

SOONER TOWN CENTER, LLC

Matthew D. Dukes, II, Mayor of Midwest City, Oklahoma

Robert Collett, Managing Member

John Cheek, Consultant to Collett & Associates as agent for Sooner Town Center, LLC

Kemp WoollenLinda Dove, Chief Financial Officer, Collett & Associates as agent for Sooner Town Center, LLC

(Entity letterhead)

Date of audit report

Grant Thornton LLP
201 South College Street
Suite 2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2013 and December 31, 2012, and the related statement of operations, changes in members' deficit, and cash flows for the year ended December 31, 2013 and the period from January 11, 2012 (Inception) to December 31, 2012, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of (date of the audit report), the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management

- b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
 3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
 4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
 5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
 6. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*TM (ASC) 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2013, and the period from January 11, 2012 (Inception) to December 31, 2012 as determined in the supplementary schedules of net operating income, debt, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.

9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. We believe that the rent expense for participation rent is \$141,648 for the year ended December 31, 2013 and \$0 for the period from January 11, 2012 (Inception) to December 31, 2012.
11. We believe that amounts due for participation rent are \$0 and \$0 as of December 31, 2013 and 2012, respectively.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Matthew D. Dukes, II, Mayor of Midwest City, Oklahoma
and Chairman of the Midwest City Memorial Hospital Authority

Robert Collett, Managing Member

John Cheek, Consultant to Collett & Associates as agent for Sooner Town Center II, LLC

Kemp Woollen, Chief Financial Officer, Collett & Associates as agent for Sooner Town Center II, LLC

Combined Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center, LLC and STC Lowe's, LLC

December 31, 2013 and 2012

Table of contents

Report of Independent Certified Public Accountants	1-2
Combined financial statements:	
Balance sheets	3
Statements of operations	4
Statements of changes in members' deficit	5
Statements of cash flows	6
Notes to combined financial statements	7-11
Supplementary information:	
Schedule I – Combining balance sheet	13
Schedule II – Combining statement of operations	14
Schedule III – Net operating income	15
Schedule IV – Debt service	16
Schedule V – Net cash flow	17
Schedule VI – Subtenant rents	18

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center, LLC and STC Lowe's, LLC:

We have audited the accompanying combined financial statements of **Sooner Town Center, LLC** (an Oklahoma limited liability company) and **STC Lowe's LLC** (an Oklahoma limited liability company), which comprise the combined balance sheets as of December 31, 2013 and 2012, and the related combined statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant

accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center, LLC and STC Lowe's, LLC as of December 31, 2013 and 2012, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining information included in Schedules I and II on pages 14 and 15 is presented for purposes of additional analysis, rather than to present the financial position, results of operations, and cash flows of the individual entities, and is not a required part of the combined financial statements. The other supplementary information included in Schedules III through VI is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and other supplementary information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

Charlotte, North Carolina


Combined balance sheets

December 31	2013	2012
	\$	\$
Assets		
Real property, at cost:		
Buildings and building improvements	28,433,088	28,433,088
Land improvements and signage	12,501,802	12,501,802
Construction in progress	-	3,509
	40,934,890	40,938,399
Less – Accumulated depreciation	(11,536,618)	(10,062,773)
Real property, net	29,398,272	30,875,626
Other assets:		
Cash	566,088	1,139,230
Restricted cash	998	1,733
Accounts receivable	355,576	223,125
Security deposit trust account	43,925	43,925
Deferred rent receivable	674,845	666,794
Deferred charges and other assets, net	1,963,553	2,365,411
Total assets	33,003,257	35,315,844
Liabilities and members' deficit		
Liabilities:		
Unearned revenue	15,415	-
Note payable	42,305,451	42,963,416
Note payable to related party	129,669	190,788
Note payable to members and affiliates	1,000	1,000
Accounts payable and accrued expenses	382,621	892,229
Security deposits	43,925	43,925
Total liabilities	42,878,081	44,091,358
Members' deficit	(9,874,824)	(8,775,514)
Total liabilities and members' deficit	33,003,257	35,315,844

The accompanying notes are an integral part of these combined financial statements.

Combined statements of operations

For the years ended December 31	2013	2012
	\$	\$
Rental revenues	6,496,754	6,406,414
Operating expenses:		
Common area maintenance	519,881	482,128
General and administrative expenses	616,342	670,853
Rent expense	1,123,086	1,305,258
Property management fees	231,793	242,276
Depreciation and amortization	1,840,985	1,857,152
Total operating expenses	4,332,087	4,557,667
Interest expense	2,579,557	2,620,812
Net loss	(414,890)	(772,065)

The accompanying notes are an integral part of these combined financial statements.

Combined statements of changes in members' deficit

	Total Members'
	Deficit
	\$
Members' deficit, December 31, 2011	(7,871,449)
Net loss	(772,065)
Distributions	(132,000)
Members' deficit, December 31, 2012	(8,775,514)
Net loss	(414,890)
Distributions	(684,420)
Members' deficit, December 31, 2013	(9,874,824)

Combined statements of cash flows

For the years ended December 31	2013	2012
	\$	\$
Cash flows from operating activities:		
Net loss	(414,890)	(772,065)
Adjustments to reconcile net loss to net cash provided by operating activities		
Depreciation	1,473,845	1,480,723
Amortization	367,140	376,429
Changes in operating assets and liabilities:		
Accounts receivable	(128,942)	308,857
Security deposit trust account	-	4,433
Deferred rent receivable	(8,051)	(84,177)
Deferred charges and other assets	34,718	(140,822)
Accounts payable and accrued expenses	(509,608)	149,438
Security deposits	-	(4,433)
Unearned revenue	15,415	-
Net cash provided by operating activities	829,627	1,318,383
Cash flows from investing activities:		
Restricted cash	735	544,187
Additions to real property	-	(79,109)
Additions to real property funded by insurance proceeds	-	(711,964)
Net cash provided by (used in) investing activities	735	(246,886)
Cash flows from financing activities:		
Repayments on note payable	(657,965)	(619,557)
Proceeds from note payable to related party	-	249,555
Repayments on note payable to related party	(61,119)	(58,767)
Member distributions	(684,420)	(132,000)
Net cash used in financing activities	(1,403,504)	(560,769)
Net (decrease) increase in cash	(573,142)	510,728
Cash, beginning of year	1,139,230	628,502
Cash, end of year	566,088	1,139,230
Supplemental disclosures of cash flow information:		
Cash paid for interest	2,579,846	2,623,926

The accompanying notes are an integral part of these combined financial statements.

Notes to combined financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC developed and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a redevelopment agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

In September 2007, STC distributed its interest in the portion of the Project leased to Lowe's to a related party under common control, STC Lowe's, LLC (STC Lowe's).

Basis of Combination

The accompanying combined financial statements include the operations of STC and STC Lowe's (collectively referred to as Sooner Town Center or the Company). All significant intercompany transactions and balances have been eliminated in combination.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

Restricted cash includes \$998 and \$1,733 in amounts for utility deposits as of December 31, 2013 and 2012, respectively.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

The Company's tenants engage in a wide variety of businesses. One tenant accounted for approximately 10% of total revenue for the year ended December 31, 2013. No single tenant accounted for 10% or more of total revenue for the year ended December 31, 2012. One tenant accounted for approximately 10% of accounts receivable as of December 31, 2013. One tenant accounted for approximately 16% of accounts receivable as of December 31, 2012.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in non-interest bearing transaction accounts. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$963,015 and \$1,023,482 for the years ended December 31, 2013 and 2012, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying combined statements of operations. Receivables relating to these recoveries totaled \$341,749 and \$215,504 as of December 31, 2013 and 2012, respectively, and are recognized as accounts receivable on the accompanying combined balance sheets. Interest income is recognized as it is earned. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Rental revenue received in advance from tenants is recognized as unearned rent on the accompanying combined balance sheets as accounts payable and accrued expenses. Unearned rent as of December 31, 2013, was \$15,415. There was no unearned rent as of December 31, 2012.

Rental revenue recognized on a straight-line basis over rents due amounted to \$8,051 and \$84,177 for the years ended December 31, 2013 and 2012, respectively. The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$674,845 and \$666,794 at December 31, 2013 and 2012, respectively.

The Project consists of 604,093 square feet of retail space and 13 outparcel sites and was completed in 2008. At December 31, 2013, tenants occupying 604,093 square feet and 13 of the outparcel sites were operating under non-cancelable leases providing for future minimum rents of \$40,257,822.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2013, are as follows. Most leases have renewal options which are not included below.

	Amount
	\$
2014	5,240,525
2015	5,089,043
2016	4,928,951
2017	4,072,506
2018	2,684,894
Thereafter	18,241,903
	40,257,822

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written-off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2013 and 2012.

Real Property

Buildings and building improvements are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,473,845 and \$1,480,723 for the years ended December 31, 2013 and 2012, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized for the years ended December 31, 2013 and 2012.

During 2010, the Company incurred storm damage resulting in a charge of \$2,085,434 to real property. The Company also recognized a gain on its insurance settlement of \$2,085,434, resulting in no net gain or loss recognized in the combined statement of operations. Of the total settlement, the Company received the remaining \$182,501 during 2012.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs, and are stated at cost net of accumulated amortization. At December 31, 2013 and 2012, total deferred charges capitalized were \$4,304,977 and \$4,272,187, respectively, with accumulated amortization of \$2,421,642 and \$2,054,502, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$301,072 and \$310,361 is included in depreciation and amortization in the accompanying combined statements of operations for the years ended December 31, 2013 and 2012, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$66,068 is included in depreciation and amortization in the accompanying combined statements of operations for the years ended December 2013 and 2012.

Deferred charges and other assets also include \$80,218 and \$147,726 of prepaid expenses at December 31, 2013 and 2012, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying combined financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Note Payable

The Company entered into a note payable agreement with 40|86 Mortgage Capital for borrowings in the principal amount of \$44,760,000 on January 4, 2007. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate for the term of the loan is fixed at an annual rate of 6.03%. Principal and interest are payable in monthly installments of \$269,223 through November 1, 2017, when all remaining principal and interest are due.

Interest incurred related to the above note totaled \$2,568,909 and \$2,608,003 for the years ended December 31, 2013 and 2012, respectively.

Scheduled principal payments on the note payable amounts are as follows:

	Amount
	\$
2014	698,756
2015	742,076
2016	788,081
2017	40,076,538
	<u>42,305,451</u>

3 Note Payable to Related Party

The Company and the City reached an agreement in 2012 regarding the settlement of any unpaid or disputed participation rent for all periods prior to January 1, 2010. This agreement provided that, irrespective of the terms of any lease or other prior agreement, participation rent from commencement through December 31, 2009, would be equal to the sum of amounts previously paid and a final settlement amount of \$249,555. The Company executed a promissory note to the City for the settlement amount, payable in four annual installments of \$68,750 including interest at an annual rate of 4% with the first payment due in 2012.

Interest incurred related to the above note totaled \$7,631 for the year ended December 31, 2013.

4 Leases

The Company leases the Project land from the City under two ground leases, designated anchor and general. Both have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expire on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent – general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the redevelopment agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased. To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$308,086 and \$240,703 for the years ended December 31, 2013 and 2012, respectively. Total rental expense totaled \$1,123,086 and \$1,305,258 for the years ended December 31, 2013 and 2012, respectively. Excluding the rent expense amount included in the note payable to the City, rent expense incurred and unpaid totaled \$104,677 and \$477,375 as of December 31, 2013 and 2012, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

5 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, excluding anchor ground lease rent, for providing property management services. Such fees totaled \$231,680 and \$240,922 for the years ended December 31, 2013 and 2012, respectively. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$43,925 and \$43,925 as of December 31, 2013 and 2012, respectively. The Company paid nominal amounts for various expense reimbursements to Collett for both years ended December 31, 2013 and 2012.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$54,970 and \$55,453 in leasing commissions to SIR for the years ended December 31, 2013 and 2012, respectively.

As of December 31, 2013 and 2012, the Company has recorded \$1,000 in a related-party note payable.

The Company paid \$26,649 and \$34,368 in utilities expense to the City for the years ended December 31, 2013 and 2012, respectively. The amounts paid approximate the expense incurred during the respective years.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five year renewal option. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,608 for the year ended December 31, 2013. These amounts are included in the future minimum rents receivable schedule included in Note 1, on page 8.

During 2012, the Company advanced STC II \$1,000,000 to pay for construction costs. This amount was paid back to the Company during 2012. Additionally, the Company paid for approximately \$281,000 in construction costs and various other expenses for STC II during 2012. STC II reimbursed the Company in full for these expenses during 2012.

6 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2013, through , the date the financial statements were available to be issued.

Supplementary information

Schedule I - Combining balance sheet

December 31, 2013	Sooner Town Center, LLC	STC Lowe's, LLC	Eliminations	Combined
	\$	\$	\$	\$
Assets				
Real property, at cost:				
Buildings and building improvements	28,433,088	-	-	28,433,088
Land improvements and signage	12,230,038	271,764	-	12,501,802
Construction in progress	-	-	-	-
	40,663,126	271,764	-	40,934,890
Less – Accumulated depreciation	(11,344,132)	(192,486)	-	(11,536,618)
Real property, net	29,318,994	79,278	-	29,398,272
Other assets:				
Cash	566,088	-	-	566,088
Restricted cash	998	-	-	998
Accounts receivable	355,576	245,516	(245,516)	355,576
Security deposit trust account	43,925	-	-	43,925
Deferred rent receivable	674,845	-	-	674,845
Deferred charges and other assets, net of accumulated amortization of \$2,421,642	1,741,415	222,138	-	1,963,553
	32,701,841	546,932	(245,516)	33,003,257
Liabilities and members' deficit				
Liabilities:				
Unearned revenue	15,415	-	-	15,415
Note payable	42,305,451	-	-	42,305,451
Note payable to related party	129,669	-	-	129,669
Note payable to members and affiliates	246,516	-	(245,516)	1,000
Accounts payable and accrued expenses	382,621	-	-	382,621
Security deposits	43,925	-	-	43,925
Total liabilities	43,123,597	-	(245,516)	42,878,081
Members' (deficit) equity	(10,421,756)	546,932	-	(9,874,824)
	32,701,841	546,932	(245,516)	33,003,257

Schedule II - Combining statement of operations

For the year ended December 31, 2013	Sooner Town		Combined
	Center, LLC	STC Lowe's, LLC	
	\$	\$	\$
Rental revenues	5,938,641	558,113	6,496,754
Operating expenses:			
Common area maintenance	519,881	-	519,881
General and administrative expenses	609,450	6,892	616,342
Rent expense	613,086	510,000	1,123,086
Property management fees	231,793	-	231,793
Depreciation and amortization	1,805,848	35,137	1,840,985
Total operating expenses	3,780,058	552,029	4,332,087
Interest expense	2,579,557	-	2,579,557
Net loss	(420,974)	6,084	(414,890)

Schedule III – Net operating income

For the years ended December 31	2013	2012
	\$	\$
Rental revenues per audited financial statements	6,496,754	6,406,414
Less - Anchor ground lease revenue up to related expense	(510,000)	(510,000)
Rental revenues excluding anchor tenant	5,986,754	5,896,414
Adjustments to cash basis:		
Deferred rent receivable	(8,051)	(84,177)
Common area maintenance receivable	(126,245)	130,013
Rent receivable from STC II	7,621	(7,621)
Unearned rent	15,415	-
Gross operating revenue (subtenant rents)	5,875,494	5,934,629
Operating expenses:		
Operating expenses per audited financial statements	4,332,087	4,557,667
Less - Rent expense pertaining to City Note	-	(249,555)
Less - Anchor tenant rent expense (per Schedule II)	(510,000)	(510,000)
Plus - Additions to project development costs	81,571	175,269
Operating expenses, net	3,903,658	3,973,381
Adjustments for non-cash expenses:		
Depreciation and amortization per audited financial statements	(1,840,985)	(1,857,152)
Insurance expense adjustment	(23,171)	8,560
Decrease in utility deposits	(735)	-
Other adjustments:		
Preferred rent, accrued or paid	(305,000)	(305,000)
Participation rent, accrued or paid	(308,086)	(240,703)
Operating expenses	1,425,681	1,579,086
Net operating income	4,449,813	4,355,543

Schedule IV – Debt service

For the years ended December 31	2013	2012
	\$	\$
Debt service:		
Interest expense on debt per audited financial statements	2,579,557	2,620,812
Debt principal payments	657,965	619,557
Principal payments on City Note	61,119	58,767
Total debt service	3,298,641	3,299,136

Schedule V – Net cash flow

For the years ended December 31	2013	2012
	\$	\$
Net operating income	4,449,813	4,355,543
Less - Debt service	(3,298,641)	(3,299,136)
Net cash flow	1,151,172	1,056,407
Less - Cash reserve	(230,000)	(270,000)
Less - Preferred rent	(305,000)	(305,000)
Less - General ground lease	(1)	(1)
Net cash flow, after preferred rent and general ground lease	616,171	481,406
Participation rent factor	50%	50%
Participation rent	308,086	240,703

Schedule VI – Subtenant rents

For the years ended December 31	2013	2012
	\$	\$
Subtenant rents, excluding the anchor ground lease	5,875,494	5,934,629
Total subtenant rents (cash basis)	5,875,494	5,934,629

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center II, LLC

December 31, 2013 and 2012

Table of contents

Report of Independent Certified Public Accountants	1-2
Financial statements:	
Balance sheets	3
Statements of operations	4
Statements of changes in members' deficit	5
Statements of cash flows	6
Notes to financial statements	7-12
Supplementary information:	
Schedule I – Net operating income	14
Schedule II – Debt service	15
Schedule III – Net cash flow	16
Schedule IV – Subtenant rents	17

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of **Sooner Town Center II, LLC** (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2013 and 2012, and the related statements of operations, changes in members' deficit, and cash flows as of December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the year ended December 31, 2013 and the period from January 11, 2012 (Inception) to December 31, 2012, in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Charlotte, North Carolina


Balance sheets

December 31	2013	2012
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,021,741	6,021,741
Land improvements and signage	1,772,746	1,769,945
Construction in progress	429,616	-
	8,224,103	7,791,686
Less – Accumulated depreciation	(383,706)	(54,292)
Real property, net	7,840,397	7,737,394
Other assets:		
Cash	742,382	-
Restricted cash	70	1,000
Accounts receivable	91,534	128,964
Accounts receivable - other	-	226,768
Deferred charges and other assets, net	636,260	560,676
Total assets	9,310,643	8,654,802
Liabilities and members' deficit		
Liabilities:		
Note payable	9,092,944	8,479,267
Accounts payable and accrued expenses	527,424	183,660
Unearned revenue	63,458	-
Total liabilities	9,683,826	8,662,927
Members' deficit	(373,183)	(8,125)
Total liabilities and members' deficit	9,310,643	8,654,802

The accompanying notes are an integral part of these financial statements.

Statements of operations

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Rental revenues	944,379	128,964
Operating expenses:		
Common area maintenance	67,386	8,979
General and administrative expenses	260,925	13,493
Rent expense	186,648	7,621
Depreciation and amortization	404,244	65,908
Total operating expenses	919,203	96,001
Interest expense	340,234	41,088
Net loss	(315,058)	(8,125)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members'
	Deficit
	\$
Members' deficit, December 31, 2012	(8,125)
Net loss	(315,058)
Distributions	(50,000)
Members' deficit, December 31, 2013	(373,183)

Statements of cash flows

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Cash flows from operating activities:		
Net loss	(315,058)	(8,125)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	329,414	54,292
Amortization	74,830	11,616
Change in operating assets and liabilities:		
Restricted cash	930	(1,000)
Accounts receivable	37,430	(128,964)
Accounts receivable - other	226,768	(226,768)
Deferred charges and other assets	(150,414)	(436,002)
Accounts payable and accrued expenses	343,764	183,660
Unearned revenues	63,458	-
Net cash provided by (used in) operating activities	611,122	(551,291)
Cash flows from investing activities:		
Additions to real property	(432,417)	(7,791,686)
Net cash used in investing activities	(432,417)	(7,791,686)
Cash flows from financing activities:		
Proceeds from issuance of interim note payable	-	2,000,000
Extinguishment of interim note payable	-	(2,000,000)
Proceeds from issuance of long-term note payable	657,703	8,479,267
Payments on long-term note payable	(44,026)	-
Deferred loan fees	-	(136,290)
Member distributions	(50,000)	-
Net cash provided by financing activities	563,677	8,342,977
Net increase in cash	742,382	-
Cash, beginning of period	-	-
Cash, end of year	742,382	-
Supplemental disclosures of cash flow information:		
Cash paid for interest, net of capitalized interest of \$0 and \$29,775	317,118	25,708

The accompanying notes are an integral part of these financial statements.

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company developed and operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

Restricted cash includes \$1,000 for a deposit with a title company for a house demolition.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2013, the Company had two tenants. Accordingly, 100% of rental revenues and accounts receivable were related to these tenants. As of December 31, 2012, the Company had one tenant. Accordingly, 100% of rental revenues and accounts receivable related to this tenant.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$238,409 and \$23,117 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$91,534 and \$23,117 as of December 31, 2013 and 2012, respectively, and are recognized as accounts receivable on the accompanying balance sheets. Interest income is recognized as it is earned. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Rental revenue received in advance from tenants is recognized as unearned rent on the accompanying balance sheets. Unearned rent revenue as of December 31, 2013, was \$63,458. There was no unearned rent revenue as of December 31, 2012.

The Project consists of 69,000 square feet of retail space and was completed in 2012. At December 31, 2013, two tenants occupying 53,600 square feet were operating non-cancelable leases providing for future minimum rents of \$6,083,283, with the latest expiration date of January 31, 2023.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2013, are as follows. The lease has a renewal option, which is not included below.

	Amount
	\$
2014	722,488
2015	722,488
2016	722,488
2017	722,488
2018	641,248
Thereafter	2,552,083
	6,083,283

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2013 and 2012.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Interest costs capitalized for the period from January 11, 2012 (Inception) to December 31, 2012 was \$29,775. The Company ceased capitalization of interest as of October 31, 2012, when construction of the Project was considered to be substantially complete, thus there was no capitalized interest for the year ended December 31, 2013.

Depreciation on real property charged to operations was \$329,414 and \$54,292 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2013, and for the period from January 11, 2012 (Inception) to December 31, 2012.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs, and are stated at cost net of accumulated amortization. At December 31, 2013 and 2012, total deferred charges capitalized were \$696,744 and \$522,556, respectively, with accumulated amortization of \$86,446 and \$11,616, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$52,115 and \$5,937 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$22,715 and \$5,679 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Deferred charges and other assets also includes \$25,962 and \$49,736 of prepaid expenses at December 31, 2013 and 2012, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Debt

The Company entered into an interim note payable agreement with First National Bank for \$2,000,000 on June 14, 2012, with a fixed interest rate of 5% per annum. Interest payments on this note were due monthly. The entire principal balance of this note was refinanced by the note payable referenced in the following paragraph.

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Total amounts drawn on this loan as of December 31, 2013 and 2012, were \$9,092,944 and \$8,479,267, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. From September 18, 2012 to September 10, 2013, the interest rate is variable at a rate equal to 3% per annum in excess of the London Interbank Offered Rate (LIBOR). From September 11, 2013 to September 10, 2018, the interest rate is variable at a rate equal to 3% per annum in excess of the Treasury Rate but not less than 4½%. Interest only payments on the amounts disbursed under the note will be paid monthly until October 10, 2013, at which time principal and interest payments will begin. The entire unpaid balance of principal and accrued unpaid interest owing on the note will be due and payable on September 10, 2018.

Interest incurred related to the above loans totaled \$340,234 and \$70,863 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2014	183,436
2015	193,616
2016	203,036
2017	212,914
2018	8,299,942
	<u>9,092,944</u>

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Rental expense totaled \$45,000 and \$7,621 as of December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Rent expense incurred and unpaid totaled \$0 and \$7,621 as of December 31, 2013 and 2012, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2014	45,000
2015	45,000
2016	45,000
2017	45,000
2018	45,000
Thereafter	3,002,882
	<u>3,227,882</u>

The Company also has a ground lease with the City, an affiliated entity, with participation rent equivalent to 50% of net operating income as defined in excess of debt service measured on a cumulative basis. Rent commenced on October 31, 2012, under this lease which expires on October 31, 2062, with a five year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent will be \$1. Rent expense under this lease is \$141,648 and \$0 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development, and brokerage services to the Company. The Company paid \$0 and \$81,156 in leasing commissions to Collett for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Additionally, the Company paid Collett \$0 and \$102,000 in development fees in connection with the construction of the Project for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. The Company also paid nominal amounts to Collett for accounting services and paid nominal amounts for various expense reimbursements to Collett for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Property management fees totaling \$38,283 were paid to Collett for the year ended December 31, 2013; no such fees were paid for the period from January 11, 2012 (Inception) to December 31, 2012.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing and development services to the Company. The Company paid \$0 and \$76,156 in leasing commissions to SIR for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Additionally, the Company paid SIR \$0 and \$102,000 in development fees in connection with the construction of the Project for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$27,450 and \$8,150 in fees to Cheek for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Accrued tax and accounting fees payable to Cheek were \$0 and \$21,000 at December 31, 2013 and 2012, respectively, and are included in accounts payable and accrued expenses on the accompanying balance sheets.

During the period from January 11, 2012 (Inception) to December 31, 2012, STC advanced the Company \$1,000,000 and also paid \$281,000 to various vendors on the Company's behalf. The Company repaid these amounts in full as of December 31, 2012. The Company also subleases land from STC (See Note 3). Nominal amounts of invoices were paid by STC during 2013.

The Company has a \$0 and \$100,000 receivable due from the City as of December 31, 2013 and 2012, respectively, related to a cost sharing agreement for a construction expediting fee. Also, the Company paid \$0 and \$18,046 to the City for permit fees for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. The Company also leases land from the City (See Note 3). Utility expenses paid during 2013 from the City totaled \$31,376.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2013, through , the date the financial statements were available to be issued.

Supplementary information

Schedule I – Net operating income

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Rental revenues per audited financial statements	944,379	128,964
Adjustments to cash basis:		
Rent receivable	14,313	(105,847)
Common area maintenance receivable	23,117	(23,117)
Unearned rent	63,458	-
Gross operating revenue (cash basis)	1,045,267	-
Total operating expenses	919,203	96,001
Adjustments for non-cash expenses and expenses funded with loan proceeds		
Depreciation and amortization	(404,244)	(65,908)
Expenses paid with loan proceeds	(369)	(15,340)
Non-cash insurance expense	(3,248)	-
Utility deposits	70	-
Participation rent, accrued or paid	(141,648)	-
Operating expenses	369,764	14,753
Net operating income	675,503	(14,753)

Schedule II – Debt service

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Debt service:		
Interest expense per audited financial statements	340,234	41,088
Interest expense paid with loan proceeds	(22,186)	(25,708)
Loan costs	-	136,290
Loan costs paid with loan proceeds	-	(136,290)
Principal payments	44,026	-
Total debt service	362,074	15,380

Schedule III – Net cash flow

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Net operating income	675,503	(14,753)
Less - Debt service	(362,074)	(15,380)
Net cash flow, current year	313,429	(30,133)
Net cash flow, cumulative	283,296	(30,133)
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	141,648	-

Schedule IV – Subtenant rents

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Tenant rents	1,045,267	-
Total rents (cash basis)	1,045,267	-



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

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: July 12, 2016

SUBJECT: Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 2016-17: Office Supply Contract with Staples, Inc.; Savin copier maintenance agreement with Standley Systems at a rate of \$0.0089 per black and white and \$0.05 per color copies for three model #C9145 and two #MPC4502, plus a rate of \$0.0078 per black and white copy on model #C8075; the utility bill production agreement with Dataprose, LLC, and Connect + Series mail machine lease from Pitney Bowes in the amount of \$248.55 per month.

Staples, Inc. agreed to renew the present contract without modification for FY 2016-17. For FY 2015-16, approximately \$64,000 has been encumbered in all departments for office supplies. We have been extremely pleased with the sales and service.

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

Dataprose, LLC, has agreed to renew the present contract without modification for FY 2016-17. Staff has been pleased with the service and the cost has been less than originally projected.

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

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

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

Sara Hancock, City Clerk

Attachment



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

June 2, 2016

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

It is time to re-new the city of Midwest City's contracts for FY 2016/17. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
Sara Hancock
City Clerk

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

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

Sign: Mike M. Title: Strategic Account Leader Date: 6-21-16



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

June 02, 2016

Dataprose
Attn: COO
1122 W Bethel Rd
Coppell, TX 75019

Dataprose Production Agreement dated 8/12/14

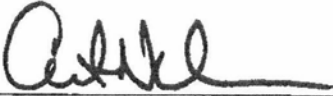
It is time to re-new the city of Midwest City's contracts for FY 2016/17 that will begin on July 1, 2016. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

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

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

Sign:  Title: COO Date: 6/7/16

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

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

Agreement Number

Your Business Information

CITY OF MIDWEST CITY

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

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	<input checked="" type="checkbox"/> Equipment Maintenance(Included with your payments for the initial term) <i>Provides service coverage including certain parts and labor</i>
1	Connect+ 1000 Series	<input type="checkbox"/> Software Maintenance (1st year included) <i>Provides revision updates and technical assistance</i>
1	Connect+ Series Meter w/PP (NTF)	<input checked="" type="checkbox"/> Soft-Guard® Subscription (Included with your meter rental) <i>Provides postal and carrier updates</i>
1	130 LPM Feature	<input type="checkbox"/> IntelliLink® Subscription/Meter Rental <i>Provides simplified billing and includes () resets per year</i>
1	5 lb Interfaced Weighing	() Confirmation Services <small>Electronic access to postal confirmation services</small>
1	Connect+ Analytics (Max 100 Accounts)	(X) Purchase Power® <small>Receive an invoice for postage, consolidated billing and enhanced management reporting information.</small>
1	10 in. Display – Standard Apps Center	
1	Connect+ Mono Printer	
1	Connect+ Drop Stacker	
1	pbSmartPostage Free	
1	IntelliLink Subscription	
1	15lb Scale Platform/Stand	

Your Payment Plan

Number Of Months	Monthly Amount *	() Required advance check of \$() received
First 60	\$ 248.55	Tax Exempt# State Tax (if applicable)
(*Does not include any applicable taxes)		() Tax Exempt Certificate Attached
		() Tax Exempt Certificate Not Required

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-0000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature: *Jay Dee Collins* Date: *1-12-16* State's/Entity's Participating Addendum #: *ITSW1008*

Print Name: *Jay Dee Collins* Title: *Mayor* Email Address: _____

Sales Information

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



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

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: July 12, 2016

SUBJECT: Discussion and consideration of approving and entering into an Annual Base Station Preventative Maintenance Contract for FY 2106-17 with Utility Technology Services, LLC in the amount of \$1,500 each for the two base stations towers being used with the Advanced Metering Infrastructure System.

IT will still go to the tower sites to fix anything before calling Utility Technology Services, LLC. However, this maintenance agreement will allow us to have a Sensus certified technician available to help collect pending water meter reads in the event IT cannot fix the problem.

Staff recommends approval.

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

Sara Hancock, City Clerk

Attachment



Contract Date _____

ANNUAL BASE STATION PREVENTATIVE MAINTENANCE CONTRACT

This Contract describes the preventative maintenance programs offered by Utility Technology Services, LLC (“UTS”) for the base stations towers being used in your AMI system.

Annual Maintenance Plan Description (Check Box if this Option Chosen)

The annual maintenance will be conducted by a certified Sensus field technician, the following items are included for the annual fee of \$1,500.00: for each tower.

- 2 on site visits a year to perform an 18 point check off each base station per Sensus requirements. Includes:
 - Record keeping of base station maintenance.
 - A copy of maintenance records provided to the city, Sensus and left in the base station.
 - Check and Verify the FCC requirements for each base station.
- 1 on-site visit a year to perform a line sweep on the cable, connectors, and antennae to check for line loss.
 - Line loss can affect your reads in decreasing them hourly and daily.
 - Line loss report will be sent to Sensus to maintain the standard required.
 - Check grounding requirements on base station
 - Check the cabling condition at base of the tower
 - If line sweep doesn't meet the Sensus requirements, a separate quote will be given to climb the tower and check connectors, grounding, mounting brackets, and antennae.
- Reconfiguration of a Base Station if needed, if IP addresses changed.
- Diagnose, Correct and Clear Base Station Alarms per Sensus case number.
- Maintain upgrades with Sensus on Base Stations.
- Provide AMI System Optimization Report.
- Monitor status of each tower 24/7/365.
- Parts are not included, i.e. air filters, fuses, network switches, modems, cat 5 cables, etc.

Alternative Options if Annual Plan not Chosen (Check Box for Each Option Chosen)

On-site per instance for each preventative maintenance check: \$750.00 minimum charge. \$150/hour will be charged for any time in excess of 5 hours, including travel time.

On-site per instance line sweep of cable: \$750.00 minimum charge. \$150/hour will be charged for any time in excess of 5 hours, including travel time.

On-site per instance to Diagnose, Correct and Clear Base Station Alarms per Sensus case number: \$750.00 minimum charge. \$150/hour will be charged for any time in excess of 5 hours, including travel time.

On-site per instance to Re-Configure Base Station based on changing of IP addresses: \$750.00 minimum charge. \$150/hour will be charged for any time in excess of 5 hours, including travel time.

Any and all sales and/or services provided hereunder are subject to UTS’s terms and conditions, which are incorporated herein and can be found at

<http://www.utilitytechnologyservices.com/TERMS%20AND%20CONDITIONS%20OF%20SALE.pdf>.

Approval Signature _____ Name and Title: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : July 12, 2016

SUBJECT : Discussion and consideration of approving and entering into a contract in the amount of \$12,000 with the University of Oklahoma Institute for Quality Communities to perform an Original Mile Node and Linkage Study.

On June 14, 2016 City Council approved recommendations from the Original Mile Reinvestment Committee. One of the items on the list of recommendations was to contract with the University of Oklahoma Institute for Quality Communities for a Node and Linkage Study of the Original Mile. This study will help identify locations for the development of commercial nodes and make recommendations on how to link these nodes with other activity centers. The purpose of this study is to contribute to the goal of making the Original Mile Neighborhood a unique place to live and visit.

The Institute for Quality Communities collaborates with Oklahoma towns and cities by combining the knowledge and resources of the Regional and City Planning Program in the School of Architecture with the talents of students and planning staff.

Mission of the IQC: We believe that great places are at the heart of great communities. The built environment strongly influences our social ties, how attached we feel to our communities, and our level of civic engagement. We help Oklahoma towns and cities reshape public spaces into environments that help forge community. In addition, the very act of reshaping our public spaces can galvanize community ties and spur further positive impacts.

website: <http://iqc.ou.edu>

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb

1 July 2016

Billy Harless, Community Development Director
100 N Midwest Boulevard
Midwest City, OK 73110

Re: Scope of Work and Proposal for Midwest City Original Mile Placemaking

Dear Mr. Harless:

Thank you for the opportunity to submit this proposal on behalf of the University of Oklahoma Institute for Quality Communities ("IQC"). Our students look forward to working with you on this exciting project. This proposal, together with the terms set forth below, may be accepted at any time until 6:00 pm on August 1, 2016, by returning a signed copy of this proposal to IQC at shanehampton@ou.edu. Upon acceptance, this proposal shall constitute a contract ("Agreement") between the Board of Regents of the University of Oklahoma on behalf of IQC, and the City of Midwest City ("Client").

PROPOSED SERVICES AND TERMS

1. Client understands and agrees that work done on its behalf by IQC will be undertaken by a multidisciplinary team of students and graduate assistants as part of their educational experience, and that this component of the Agreement is contemplated in the amounts agreed to be paid for services under this Agreement, and that this educational component is the primary purpose of IQC. The team will be led by IQC Executive Director Shane Hampton. Client understands and agrees that IQC must at all times comply with all applicable University policies and procedures.
2. Ownership of work and/or deliverable(s) produced pursuant to this Agreement shall be retained by the creator(s) and/or the creator's(s') employer, as applicable and appropriate, of the work and/or deliverable(s). The creator(s) and/or the creator's(s') employer, if applicable, hereby grants Client a non-exclusive, royalty-free license to use and/or reproduce the work and/or deliverable(s) solely for Client's non-commercial, research, educational, and/or public services purposes.
3. The Scope of Work shall conform to the following: The City of Midwest City seeks to identify planning, design, and programming concepts for key public spaces and potential nodes of activity that could bolster the Original Mile's brand and identity. The project will serve as a

follow-up to the 2011 Revitalization Plan and a companion to ongoing development efforts. The IQC will assemble a team of faculty, staff, and students from the OU College of Architecture for a planning and conceptual design process in Fall 2016:

I: Study Area Information and Stakeholder Engagement (August – September)

IQC Tasks:

- IQC conducts walking tour to observe conditions, problem areas, and important locations
- IQC summarizes relevant study area conditions and issues with illustrative photos and diagrams
- IQC researches locations where businesses that serve alcohol can legally operate under state and local ordinances
- IQC leads public workshop and/or stakeholder interviews with assistance from City of Midwest City staff
- IQC leads a discussion with Original Mile Reinvestment Committee Members

Deliverable:

- Report summarizing key principles and goals based on information from the engagement process
- Report will also indicate priority locations for additional concept development

II: Concept Development (September – October)

IQC Tasks:

- IQC develops design, programming, and planning concepts for priority locations and investment opportunities that can improve linkages between activity centers
- IQC conducts internal presentation of preliminary concepts to receive feedback, with City of Midwest City staff and/or the Original Mile Reinvestment Committee

Deliverable:

- Presentation of initial concepts including diagrams, precedent images, and renderings, including results of location study for businesses that serve alcohol

III: Report and Presentation (November – December)

IQC Tasks:

- IQC drafts report detailing findings and recommendations with supporting precedent images, renderings, and diagrams

- IQC conducts a public presentation of the project with assistance from City of Midwest City staff

Final Deliverables:

- Report detailing conceptual proposals for priority locations
 - Public and/or Original Mile Steering Committee presentation of conceptual proposals
4. Client is solely responsible for the purchase or reimbursement of outside or out-of-pocket expenses relating to the Scope of Work requested. (Ex. Printing costs, binders, postage, and mileage). Client's pre-approval will always be requested for any financial transactions subject to reimbursement.
 5. All projects must be approved by Client before the release of any material created and/or service(s) provided by IQC, except as may be required by law.
 6. The term of this Agreement shall be from August 1, 2016 until its termination date, listed below. Client has the right to terminate this Agreement if dissatisfied with the services rendered, provided Client communicates, in writing, its dissatisfaction and the reasons therefore, to the Executive Director of IQC. IQC may terminate this Agreement in the event Client fails to reasonably cooperate, is unwilling to participate in activities necessary to complete the project, or fails to comply with the payment terms of this Agreement.
 7. Client understands and agrees that IQC's primary purpose is educational, and that therefore any work created is conceptual in nature and is not represented as conforming to any industry-specific standards. Concepts and designs delivered as part of the Scope of Work must be prepared for construction by licensed architecture and engineering professionals, which cost is not included in this Agreement.
 8. This Agreement contains the entire understanding of the parties.
 9. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma.

FEES:

The total fee for this Agreement, exclusive of costs identified in Paragraph 4, above, shall be \$12,000.

TERM:

This Agreement shall be effective beginning upon the date of Client's acceptance of the proposal in the manner set forth above, and shall continue through the 31 day of December, 2016.

Accepted and Approved: For [Client]:

Client Signature

Date

Billy Harless, Community Development Director

100 N Midwest Boulevard

Midwest City, OK 73110

For the University of Oklahoma:

Shane Hampton
The University of Oklahoma
Exec Director, Institute for Quality Communities

Hans Butzer
The University of Oklahoma
Dean, College of Architecture



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 12, 2016

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the City of Harrah, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Harrah, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. The terms of the agreement shall be from July 1, 2016 through June 30, 2017.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2016 by and between the **City of Harrah**, Oklahoma a municipal corporation (hereinafter referred to as "Harrah"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2016 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2017. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

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

3. Definitions.

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

Harrah municipal charge(s) or Harrah municipal conviction(s), or otherwise held at the request of Harrah police.

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

5. Termination.

A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.

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

6. Compensation.

A. Harrah's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Harrah agrees to pay Midwest City fifty-four dollars (\$54.00), prorated to the closest hour interval, per Harrah prisoner or hold for municipal/state prisoner per day the Harrah prisoner or hold for municipal/state prisoner is held on behalf of Harrah. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Harrah prisoner upon entry into the jail. If the Harrah prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Harrah prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Harrah municipal ordinances or Oklahoma state statutes, or otherwise held for Harrah police.

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

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as

may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

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

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Harrah to Midwest City upon Harrah's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Harrah's financial responsibility for Harrah prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Harrah prisoners and hold for municipal/state prisoners.

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

9. Medical Care.

- A. Harrah will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Harrah prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Harrah ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Harrah prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Harrah agrees to provide transportation to and from medical facilities outside of the Jail for any Harrah prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

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

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

If to Harrah: City Clerk
City of Harrah
19625 N.E. 23rd Street
P.O. Box 636
Harrah, Oklahoma 73045

With a copy to police chief: Chief of Police
City of Harrah
19625 N.E. 23rd Street
P.O. Box 636
Harrah, Oklahoma 73045

If to Midwest City: City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

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

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

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

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

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

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

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

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

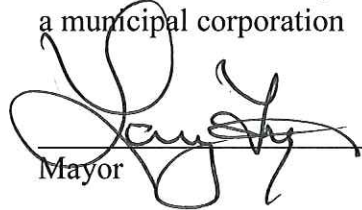
19. Transportation of Harrah Prisoners. Harrah hereby assumes responsibility for the transportation of Harrah prisoners to all municipal court appearances and shall hereby coordinate with the Harrah municipal judges for the posting of bonds for those persons charged with violations of Harrah ordinances.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

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

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

PASSED AND APPROVED by the mayor and council of the City of Harrah, Oklahoma on the 17th day of May, 2016 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2016.

CITY OF HARRAH, OKLAHOMA,
a municipal corporation



Mayor

ATTEST:



City Clerk

Approved as to form and legality this 17th day of May, 2016.



City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 2016.

Katherine Bolles, City Attorney



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 12, 2016

SUBJECT: Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for fiscal year 2016-17.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the City of Harrah may bring to Midwest City's animal welfare facility for fiscal year 2016-17.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

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

This Agreement is made and entered into this 17th day of May, 2016, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the City of Harrah, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

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

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

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

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

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

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

- a. Eighty-five dollars (\$85.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

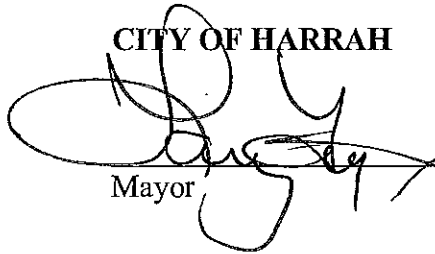
Sara Hancock, City Clerk

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

Katherine Bolles, City Attorney

Approved by the governing body of _____, Oklahoma, on this _____ day of _____, 20__.

CITY OF HARRAH



Mayor

ATTEST:



Cindy Pellard
City Clerk

Approved as to form and legality this 17th day of May, 2016.



City Attorney



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 12, 2016

SUBJECT: Discussion and consideration to award the bid to and enter into a contract for police firearm ammunition for fiscal year 2016-17 with GT Distributors, Inc. of Austin, Texas, who submitted the overall lowest and best bid submitted meeting specifications, for the 380 Caliber 95 gr./90 gr. for \$260.20 per unit for CCI-53606; 38 caliber 125 gr. for \$362.46 per unit for CCI-53720; 9mm 124 gr./135 gr. for \$187.08 per unit for CCI-53651 and \$362.46 per unit for CCI-53618; 40 Caliber 165 gr./175 gr. for \$226.76 per unit for CCI-53955 and \$390.15 per unit for CCI-53970; 357 Sig 125 gr./135 gr. for \$255.10 per unit for AE357S2 and \$401.66 per unit for CCI-54234; 45 Caliber 200 gr./220 gr. for \$322.44 per unit for CCI-53655 and \$428.40 per unit for CCI-53969; 223 Caliber 55 gr. for \$312.42 per unit for AE223 and for \$575.45 per unit for CCI-24446; 308 168 gr. for \$1,052.31 per unit for FC-GM308M; 12 ga. Buckshot 00 9 Pellet \$484.70 per unit for FC-LE13200; and for the 12 ga. 1-ounce Rifle Slug for \$663.25 per unit for FC-LEB127DPRS.

On Tuesday, June 21, 2016 at 2:00 p.m., the City of Midwest City opened bids for police firearm ammunition. Ten (10) bid packets were mailed out and four (4) bids were received back from GT Distributors, H & H Shooting Sports, Cops Products and Kiesler Police Supply.

Staff recommends awarding the bid and entering into a contract with GT Distributors, Inc., being the overall lowest and best bid submitted meeting specifications.

Funds are budgeted and available in the Police Department's budget to purchase ammunition.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachments: Bid Tabulations

INVITATION FOR SEALED BIDS

CITY OF MIDWEST CITY
100 N. MIDWEST BOULEVARD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter. Please see instructions on next page.

Published in:
BEACON

Date Advertised:
Friday, June 10, 2016

POLICE FIREARM AMMUNITION

Bids must be in the Office of the City Clerk by **June 21, 2016**, no later than **2:00 P.M.**
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

**PRICE SCHEDULE SHEET
AMMUNITION**

DESCRIPTION	ESTIMATED QUANTITIES PRICED PER THOUSAND		
	<u>Less than 5,000</u>	<u>10,000 Rounds</u>	<u>15,000 Rounds</u>
1. 380 caliber 95 gr. / 90 gr.			
A. <u>CCI-53606</u> Brand/ Description	\$ <u>260.20</u> /M	\$ <u>260.20</u> /M	\$ <u>260.20</u> /M
2. 38 caliber 125 gr.			
A. <u>CCI-53720</u> Brand/ Description	\$ <u>362.46</u> /M	\$ <u>362.46</u> /M	\$ <u>362.46</u> /M
3. 9mm 124 gr. / 135 gr.			
A. <u>CCI-53651</u> Brand/ Description	\$ <u>187.08</u> /M	\$ <u>187.08</u> /M	\$ <u>187.08</u> /M
B. <u>CCI-53618</u> Brand/ Description	\$ <u>362.46</u> /M	\$ <u>362.46</u> /M	\$ <u>362.46</u> /M
4. 40 Caliber 165 gr. / 175 gr.			
A. <u>CCI-53955</u> Brand/ Description	\$ <u>226.76</u> /M	\$ <u>226.76</u> /M	\$ <u>226.76</u> /M
B. <u>CCI-53970</u> Brand/ Description	\$ <u>390.15</u> /M	\$ <u>390.15</u> /M	\$ <u>390.15</u> /M
5. 357 Sig 125 gr. / 135 gr.			
A. <u>FC-AE357S2</u> Brand/ Description	\$ <u>255.10</u> /M	\$ <u>255.10</u> /M	\$ <u>255.10</u> /M
B. <u>CCI-54234</u> Brand/ Description	\$ <u>401.66</u> /M	\$ <u>401.66</u> /M	\$ <u>401.66</u> /M

**PRICE SCHEDULE SHEET
AMMUNITION**

DESCRIPTION	ESTIMATED QUANTITIES PRICED PER THOUSAND		
	<u>Less than 5,000</u>	<u>10,000 Rounds</u>	<u>15,000 Rounds</u>
6. 45 Caliber 200 gr. / 220 gr.			
A. <u>CCI-53655</u> Brand/ Description	\$ <u>322.44</u> /M	\$ <u>322.44</u> /M	\$ <u>322.44</u> /M
B. <u>CCI-53969</u> Brand/ Description	\$ <u>428.40</u> /M	\$ <u>428.40</u> /M	\$ <u>428.40</u> /M
7. .223 Caliber 55 gr.			
A. <u>FC-AE223</u> Brand/ Description	\$ <u>312.42</u> /M	\$ <u>312.42</u> /M	\$ <u>312.42</u> /M
B. <u>CCI-24446</u> Brand/ Description	\$ <u>575.45</u> /M	\$ <u>575.45</u> /M	\$ <u>575.45</u> /M
8. .308 Caliber 168 gr.			
A. <u>FC-GM308M</u> Brand/ Description	\$ <u>1,052.31</u> /M	\$ <u>1,052.31</u> /M	\$ <u>1,052.31</u> /M
9. 12ga Buckshot 00 9 Pellet			
A. <u>FC-LE13200</u> Brand/ Description	\$ <u>484.70</u> /M	\$ <u>484.70</u> /M	\$ <u>484.70</u> /M
10. 12 ga One (1) oz. Rifle Slug			
A. <u>FC-LE127DPRS</u> Brand/ Description	\$ <u>663.25</u> /M	\$ <u>663.25</u> /M	\$ <u>663.25</u> /M
	Less than 100	Less than 200	Less Than 300
11. 12ga Shotgun Less Lethal Bean Bag Duty			
A. <u>NO BID</u> Brand/ Description	\$ _____ /M	\$ _____ /M	\$ _____ /M
B. <u>NO BID</u> Brand/ Description	\$ _____ /M	\$ _____ /M	\$ _____ /M

THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

I have examined the specifications and agree, provided I am awarded a contract within thirty (30) days from the date fixed for opening bids, to provide the above described items for the sum shown, in accordance with the terms set out in "Agreement by Bidder."

DELIVERY WILL BE MADE IN 180 DAYS OR LESS FROM DATE OF ORDER.
DATED THIS 17th DAY OF JUNE, 2016.

FIRM GT DISTRIBUTORS, INC BY DAVID CURTIS
2545 BROCKTON DRIVE
SUITE 100,
ADDRESS AUSTIN, TX 78758 TITLE JR ADMINISTRATOR OF CONTRACTS

Accepted by the City Council this _____ day of _____, 20____

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

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

KATHERINE BOLLES, City Attorney

NONCOLLUSION AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

The City of Midwest City
Midwest City, Oklahoma

I,

DAVID CURTIS

Owner, Partner, Officer of Firm

GT DISTRIBUTORS INC , AUSTIN, TX

Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on:

Police Firearm Ammunition

for the City of Midwest City Police Department.

Bids will be opened on Tuesday, June 21, 2016 at 2:00 p.m.



JR ADMINISTRATOR OF CONTRACTS

Firm Name, Signature and Title

Subscribed and sworn to before me this 17th day of JUNE, 2016.

Carol A Stafford

Notary Public, Commission No. 1219532-8

My Commission Expires:

12-18-11



AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID.
ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. The City of Midwest City reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
3. No bidder may withdraw his bid within a period of thirty (30) days after the date and hour set for the opening of bids. A bidder may withdraw his bid at any time prior to the time fixed for the opening of bids.
4. All bids must be accompanied by bidder's bond or cashier's check in the amount shown on the Invitation for Sealed Bids form when required by the City. This amount may be retained by the City of Midwest City as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of his bid. The City Clerk will return the deposits to the unsuccessful bidders after the contract has been awarded.
5. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to City of Midwest City location shall be without additional charges unless otherwise stated in the specifications.
6. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications submitted by the successful bidder shall be considered as part of his contract with the City of Midwest City.
7. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
8. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
9. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
10. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the City of Midwest City is exempt from Federal Excise Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax. The City of Midwest City will execute exemption certificates upon presentation by the bidder at the time of purchase.
11. Information to bidders and specifications are on file in the office of the City Clerk and copies may be obtained from the Municipal Building, Midwest City, Oklahoma.
12. Bids must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Bidder must keep Purchase Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the City of Midwest City to purchase bid items elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
13. Bidder agrees to defend and save the City of Midwest City harmless from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
14. Bidder may bid on one or all items but bids may not be tied together unless specifically stated in the specifications.
15. The specifications are complete as written. No oral representation made by any agent or employee of the City, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
16. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City within three (3) business days after the award of the contract by the governing body. All other provisions of the specifications shall also apply.
17. Each bidder when affixing his signature to the "Invitation for Sealed Bids" states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.

No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

GT Distributors, Inc.

Bid Tab 6/21/16- Police Firearm Ammunition

GT Distributors, Inc.

AMMO TYPE	Less than 5,000	10,000 Rounds	15,000 Rounds
* 380 caliber 95 gr /90 gr A. CCI-53606	\$260.20	\$260.20	\$260.20
* 38 caliber 125 gr A. CCI-53720	\$362.46	\$362.46	\$362.46
* 9mm 124 gr/135 gr A. CCI-53651	\$187.08	\$187.08	\$187.08
* B.CCI-53618	\$362.46	\$362.46	\$362.46
* 40 caliber 165 gr/175 gr. A. CCI-53955	\$226.76	\$226.76	\$226.76
* B. CCI-53970	\$390.15	\$390.15	\$390.15
* 357 Sig 125 gr. /135 gr. A. American Eagle AE-357S2	\$255.10	\$255.10	\$255.10
* B.CCI-54234	\$401.66	\$401.66	\$401.66
* 45 caliber 200 gr. /220 gr. A. CCI-53655	\$322.44	\$322.44	\$322.44
* B. CCI-53969	\$428.40	\$428.40	\$428.40
* .223 caliber 55 gr A. American Eagle AE223	\$312.42	\$312.42	\$312.42
* B.CCI-24446	\$575.45	\$575.45	\$575.45
* .308 168 gr. FC-GM308M	\$1,052.31	\$1,052.31	\$1,052.31
* 12 ga Buckshot 00 9 pellet FC-LE13200	\$484.70	\$484.70	\$484.70
* 12 ga One (1) oz Rifle Slug FC-LEB127DPRS	\$663.25	\$663.25	\$663.25
12ga Shotgun Less Lethal Bean Bag Duty A. NO Bid			
B. NO Bid			

Bid Tab 6/21/16- Police Firearm Ammunition			
Cops Products			
AMMO TYPE	Less than 5,000	10,000 Rounds	15,000 Rounds
380 caliber 95 gr /90 gr			
A. No Bid	No Bid	No Bid	No Bid
38 caliber 125 gr			
A. No Bid	No Bid	No Bid	No Bid
9mm 124 gr/135 gr			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid
40 caliber 165 gr/175 gr.			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid
357 Sig 125 gr. /135 gr.			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid
45 caliber 200 gr. /220 gr.			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid
223 caliber 55 gr			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid
308 168 gr.			
No Bid	No Bid	No Bid	No Bid
12 ga Buckshot 00 9 pellet			
No Bid	No Bid	No Bid	No Bid
12 ga One (1) oz Rifle Slug			
No Bid	No Bid	No Bid	No Bid
12ga Shotgun Less Lethal Bean Bag Duty	Note: priced individually sold in boxes of 5		
A. CTS #2581**quantity of 1000 rnds \$5.50ea	\$5.88 ea	\$5.77 ea	\$5.66 ea
B.	No Bid	No Bid	No Bid

Bid Tab 6/21/16- Police Firearm Ammunition			
H & H Shooting Sports Complex			
AMMO TYPE	Less than 5,000	10,000 Rounds	15,000 Rounds
380 caliber 95 gr /90 gr			
A. Rem-29413	\$275.00	\$275.00	\$275.00
38 caliber 125 gr			
A. Rem-29431	\$306.00	\$306.00	\$306.00
9mm 124 gr/135 gr			
A. Rem-23718	\$236.00	\$236.00	\$236.00
B. Rem-29351	\$385.00	\$385.00	\$385.00
40 caliber 165 gr/175 gr.			
A. Rem.-23746	\$260.00	\$260.00	\$260.00
B. Rem.-29366	\$384.00	\$384.00	\$384.00
357 Sig 125 gr. /135 gr.			
A. Rem.-23734	\$278.00	\$278.00	\$278.00
B. Rem.-29408	\$362.00	\$362.00	\$362.00
45 caliber 200 gr. /220 gr.			
A. Rem.-23726 (230 gr)	\$282.00	\$282.00	\$282.00
B. Rem.-29416 (230gr)	\$439.00	\$439.00	\$439.00
.223 caliber 55 gr			
A. Rem.-23711	\$368.00	\$368.00	\$368.00
B. No Bid	No Bid	No Bid	No Bid
.308 168 gr.			
No Bid	No Bid	No Bid	No Bid
12 ga Buckshot 00 9 pellet			
No Bid	No Bid	No Bid	No Bid
12 ga One (1) oz Rifle Slug			
No Bid	No Bid	No Bid	No Bid
12ga Shotgun Less Lethal Bean Bag Duty			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid

Bid Tab 6/21/16- Police Firearm Ammunition			
Kiesler Police Supply			
AMMO TYPE	Less than 5,000	10,000 Rounds	15,000 Rounds
380 caliber 95 gr /90 gr			
A. Speer 5606	\$488.01	\$488.01	\$488.01
38 caliber 125 gr			
A. Speer 53722	\$426.87	\$426.87	\$426.87
9mm 124 gr/135 gr			
A. Federal AE9AP	\$232.64	\$232.64	\$232.64
B. Speer 53618	\$426.87	\$426.87	\$426.87
40 caliber 165 gr/175 gr.			
A. Federal AE40R3	\$315.85	\$315.85	\$315.85
B. Speer53970	\$459.32	\$459.32	\$459.32
357 Sig 125 gr. /135 gr.			
A. Federal AE357S2	\$379.20	\$379.20	\$379.20
B. Speer 54234	\$473.00	\$473.00	\$473.00
45 caliber 200 gr. /220 gr.			
A. Speer53655	\$379.20	\$379.20	\$379.20
B. Speer 53969	\$503.24	\$503.24	\$503.24
ABOVE AMMO PRICED PER CASE (1000 RD CASE)			
.223 caliber 55 gr			
A. FederalAE223J(500 Rds/case)	\$344.88	\$344.88	\$344.88
B. Speer 24446 (500 Rds/case)	\$621.88	\$621.88	\$621.88
.308 168 gr.			
FederalGM308M (200rds/case)	\$899.45	\$899.45	\$899.45
12 ga Buckshot 00 9 pellet			
Federal LEI3200 (250 Rds/case)	\$573.88	\$573.88	\$573.88
12 ga One (1) oz Rifle Slug			
Federal LEB1270PRS (250 rds/case)	\$805.64	\$805.64	\$805.64
PRICING ABOVE QUOTED PER 1,000 RDS AS REQUESTED** MUST ORDER PER CASE QUANTITY THOUGH**			
12ga Shotgun Less Lethal Bean Bag Duty			
A. No Bid	No Bid	No Bid	No Bid
B. No Bid	No Bid	No Bid	No Bid

TECHNICAL SPECIFICATIONS
CITY OF MIDWEST CITY POLICE DEPARTMENT

Bids will be taken on the following types of ammunition:

1. Fully loaded Cartridges - 380 caliber (Duty ammo only)
2. Fully loaded Cartridges - 38 caliber (Duty ammo only)
3. Fully loaded Cartridges - 9mm
4. Fully loaded Cartridges - 40 S&W
5. Fully loaded Cartridges - 357 Sig
6. Fully loaded Cartridges - 45 Caliber
7. Fully loaded Cartridges - .223 Caliber
8. Fully loaded Cartridges - .308 Caliber
9. Fully loaded Cartridges - 12ga Buckshot
10. Fully loaded Cartridges - 12ga Shotgun Rifle Slug
11. Fully loaded Cartridges - 12ga Shotgun Less Lethal Bean Bag

AMMUNITION CAN BE PACKAGED IN ANY CONFIGURATION, BUT ALL BIDS SHOULD BE PRICE IN INCREMENTS OF 1,000.

WHAT IS YOUR ESTIMATED DATE FOR COMPLETED DELIVERY OF THE AMMUNITION? _____

1. FULLY LOADED CARTRIDGES - 380 caliber

- A. New, commercially loaded cartridges specifically:
Remington 95 gr. BJHP Golden Saber
Speer 90 gr. GDHP

2. FULLY LOADED CARTRIDGES - 38 caliber

- A. New, commercially loaded cartridges specifically:
Remington Golden Saber Bonded 125 gr.+P BJHP.
Hornady 125 gr. GR. FP.
Speer GDHP 125 gr.
No aluminum cases.

3. FULLY LOADED CARTRIDGES - 9MM

- A. New, commercially loaded cartridges specifically:
Remington UMC 124 grain FMJ or TMJ.
Hornady 135 gr. FMJ.
Lawman or American Eagle TMJFN 124 gr.
No aluminum cases.
- B. New, commercially loaded cartridges specifically:
Remington Golden Saber Bonded 124 gr.+P BJHP.
Hornady 135 gr. Luger + P. Critical Duty.
Speer GDHP 124 gr.
Speer GD G2 147 gr.
No aluminum cases.

4. FULLY LOADED CARTRIDGES - 40 S&W

- A. New, commercially loaded cartridges specifically:
Remington UMC 165 grain FMJ or TMJ bullet.
Hornady 175 gr. FMJ
Lawman or American Eagle TMJFN 165 gr.
No aluminum cases.
- B. New, commercially loaded cartridges specifically:
Remington Golden Saber Bonded 165 grain BJHP.
Hornady 175 gr. Critical Duty.
Speer GDHP 165 gr.
No aluminum cases.

5. FULLY LOADED CARTRIDGES -- 357 SIG

- A. New, commercially loaded cartridges specifically:
Remington UMC 125 grain FMJ or TMJ bullet.
Hornady 135 gr. FMJ.
Lawman or American Eagle 125 gr. TMJFN.
No aluminum cases.
- B. New, commercially loaded cartridges specifically:
Remington Golden Saber Bonded 125 grain BJHP.
Hornady 135 gr. Critical Duty.
Speer GDHP 125 gr.
No aluminum cases.

6. FULLY LOADED CARTRIDGES -- 45 Caliber

- A. New, commercially loaded cartridges specifically:
Remington UMC 200 grain FMJ or TMJ bullet.
Hornady Auto 220 gr. FMJ.
Lawman or American Eagle 200 gr. TMJFN.
No aluminum cases.
- B. New, commercially loaded cartridges specifically:
Remington Golden Saber Bonded 200 grain BJHP.
Hornady Auto + P 220 gr. Critical Duty.
Speer 200 gr. GDHP.
No aluminum cases.

7. FULLY LOADED CARTRIDGES -- .223 Caliber

- A. New commercially loaded cartridges, specifically:
Black Hills 55 grain FMJ.
Remington 55 grain FMJ.
Hornady 55 gr. Tap FMJ-BT.
Match King, BTHP or Soft Point.
Lawman or American Eagle 55 gr. RHT.
No aluminum cases.
- B. New or remanufactured, commercially loaded cartridges, specifically:
Black Hills 55 grain BTHP.
Remington 55 grain BTHP.
Hornady 55gr. Tap Urban.
Speer GDSP 55 gr.
No aluminum cases.

8. FULLY LOADED CARTRIDGES -- .308 Caliber

- A. New, commercially loaded cartridges, specifically:
Federal Gold Medal Match 168 gr. BTHP.
Hornady 168 gr. A -- MAX Tap Precision.

9. FULLY LOADED CARTRIDGES -- 12ga Buckshot

- A. New commercially loaded 2 ¾ inch cartridges, 00 Tactical Buckshot 9 Pellet, specifically, Federal.

10. FULLY LOADED CARTRIDGES -- 12ga Shotgun Rifle Slug

- A. New commercially loaded 2 ¾ inch cartridges, Tactical TruBall one (1) oz. slug, specifically, Federal.

11. FULLY LOADED CARTRIDGES -- 12ga Shotgun Less Lethal Bean Bag

- A. New commercially loaded 2 ¾ inch cartridges, 40 oz. Bean Bag with stabilization Less Lethal round. (Duty Round).
- B. New commercially or Recycled loaded 2 ¾ inch cartridges, 40 oz. Bean Bag with stabilization Less Lethal round. (Practice Round).

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 12, 2016

Subject: Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with GeoSafe in the amount of \$10,000, less a \$5,000 contribution from Alliance Health Care, for software service and integration with the Tyler Computer-Aided Dispatch System to the iPads in fire and EMS vehicles; and with Emergency Reporting Fire/EMS Records Management in the amount of \$10,232 for software service and integration with CAD for records management.

Staff respectfully requests that the Council renew the contracts with GeoSafe and Emergency Reporting since all contracts expire at the end of each fiscal year. GeoSafe is the software that integrates with Tyler CAD to graphically display call information to the fire units through both iPads and the desktop. The GeoSafe contract this fiscal year is \$10,000 and, with GeoSafe's permission, Alliance Health Care's Ambulance division reimburses the City for \$5,000 of the cost to have the ability to share the software. Emergency Reporting is the records management system used and is cloud based and accessible through any device that can access the internet. Emergency Reporting also integrates with Tyler CAD to assist with call incident information. The cost of Emergency Reporting this fiscal year is \$10,232.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments (2)



EMERGENCY REPORTING™

FIRE / EMS RECORDS MANAGEMENT

851 Coho Way Ste 307
Bellingham, WA 98225-2066

INVOICE

Invoice Date	Invoice #
6/1/2016	2016_2976

Bill To:

Midwest City Fire Department
8201 E Reno Ave
Midwest City, OK 73110

PLEASE PAY

THIS AMOUNT

\$10,232.00

Make checks payable to: **REPORTING SYSTEMS, INC.**

Please check box if address is incorrect or has changed, and indicate change(s) above.

Please check box if you would like to receive invoices electronically.

Email: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT



EMERGENCY REPORTING™

FIRE / EMS RECORDS MANAGEMENT

851 Coho Way Ste 307
Bellingham, WA 98225-2066

P.O. No.	Terms	Invoice #	Due Date	Account #
	Net 30	2016_2976	7/1/2016	2152

# Stns/Qty	Description	Rate	Amount
5	Yearly invoice for FIRE package for July 2016- June 2017	1,788.00	8,940.00
1	Yearly invoice for VISION PLUS UPGRADE for July 2016- June 2017	792.00	792.00
1	Yearly invoice for CAD Preferred Maintenance for July 2016- June 2017	500.00	500.00
	NOW OFFERING E-BILLING ***** Receive your Emergency Reporting invoices electronically! With e-billing you can pay online with ACH/credit card, or simply send in a check. To sign up, send your e-mail address and department name to billing@emergencyreporting.com . ***** Thank You!		
	Total sales tax calculated by AvaTax	0.00%	0.00

Thank you for your business!

Subtotal	\$10,232.00
Sales Tax	\$0.00
Total	\$10,232.00
Payments/Credits	\$0.00
Balance Due	\$10,232.00

INTEREST WILL BE ASSESSED ON ALL UNPAID BALANCES AFTER 90 DAYS

FOR BILLING QUESTIONS or PAYMENTS:

(866) 773-7678, ext. 113

billing@emergencyreporting.com



GeoSafe
1313 Newbury Drive
Norman, OK 73071
geosafe.com

Invoice

MWC-5

July 1, 2016

Ryan Rushing
City of Midwest City
100 North Midwest Boulevard
Midwest City, OK 73110

GeoSafe Mobile Service <i>July 1, 2016 — June 30, 2017</i>	\$10,000
--	----------

Total	\$10,000
--------------	-----------------

Please mail payment to:

GeoSafe LLC
1313 Newbury Drive
Norman, OK 73071



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: July 12, 2016

SUBJECT: Discussion and consideration of selecting Casey Hurt, a freeholder and qualified elector residing in Oklahoma County, to represent the City of Midwest City on the board of directors of the Central Oklahoma Master Conservancy District for a four-year term and submitting his name to the Cleveland County district judge who shall appoint Mr. Hurt to membership on the board of directors.

The current Central Oklahoma Master Conservancy District Board Members for Midwest City are:

Kevin Anders - originally appointed on 08-11-09 - current term expires on 08-11-2018

William Janacek - appointed on 03-26-13 - term expires on 08-11-2018

Jim Bennett - originally appointed on 06-08-04 - current term expires on 8-11-2016

Mr. Hurt has indicated that he is willing to serve. Staff recommends approval.

J. GUY HENSON, AICP
City Manager

JGH:jd

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 12, 2016

Subject: Discussion and consideration of declaring four and a half metal storage lockers surplus and authorizing their disposal by public auction.

Staff respectfully requests that the Council declare as surplus fire station metal storage lockers. These lockers no longer have any operational value to the Fire Department. These lockers were recently replaced with “open-air” type from a grant from the Hospital Authority. There are 4 and a half units with shelves available for surplus. These lockers were part of the original Fire Station 5 build which was completed in 1982-1983.

Staff recommends approval.



Bert Norton
Fire Chief











DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning 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: July 12, 2016

Subject: (PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road. (This item was tabled at the June 28, 2016 Council meeting.)

Dates of Hearing: Planning Commission – June 7, 2016
City Council – June 28, 2016, July 12, 2016

Owner: Quinn & Cara Alsup

Applicant: Kathryn Peacock

Proposed Use: Transition house for women recently released from prison

Size:

The area of request has a frontage along N Post Road of approximately 75 ft and a depth of approximately 410 ft, containing an area of approximately 30,750 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Single Family Detached Residential
North, South, East & West – R-6, Single Family Detached Residential

Zoning Districts:

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

Land Use:

Area of Request – Single family residence
North, South, East & West – Single family residence

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categorized, 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:

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

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

7.6 Special Use Permit

7.6.1 General Description and Authorization

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

A. Consideration for compatibility

With consideration given to setting, physical features, compatibility with surrounding land uses, traffic and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

B. Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein and recommended either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

C. Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified districted plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

B. Specific conditions

The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. This area was zoned R-1-D, Single Family Residential, with the adoption of the 1985 Zoning Ordinance and Map.
2. June 7, 2016 – Planning Commission recommended approval of PC-1871.

Staff Comments:

Engineering Comments:

Note: This application is a request to grant a SUP for a property that meets 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 Post Road 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 any new building applications.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement located along the west 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 any new building applications.

Streets and Sidewalks

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

Post Road does not meet current code requirements for a secondary arterial and does not have existing sidewalk along the frontage of the area of request. The adjacent properties are in the same, unimproved state. Current code allows the waiving of improvement requirements when the adjacent properties are in a substandard condition and the application is not for commercial purposes. This special use permit application does meet the conditions to eliminate improvement requirements.

Street improvements are not required with this application.

Sidewalk is 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 40109C0330H, dated December 12, 2009.

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

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

Fire Marshal's Comments:

The fire department has reviewed this requested Special Use Permit. Any future construction or remodeling will be subject to the codes listed under Chapter 15 of the Midwest City Code of Ordinances.

Plan Comments:

The area of request contains an existing 1100 square foot single family residence. The applicant is proposing to use the residence as a transition house for women recently released from prison. The transition house would be one part of a faith based re-entry program that supports women with spiritual, emotional and relationship support in addition to other needs during their re-entry process. There would be no more than 4 women housed at the residence at any one time, including 1 "house mom". The women chosen to live in this residence will have participated in the Women in Transition program while in prison, and demonstrated a commitment to change their life while working directly with, and selected by the applicant. Once selected to live in the residence they will be required to have a job, attend church and work with a life coach. Once the women are stable enough they will be encouraged to obtain a residence of their own. The average length of a stay will be one year.

As of this writing, staff has not received any calls or letter of protest regarding this rezoning request.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The proposed use would not expand beyond the traditional use of a single family residence. Therefore staff believes this request to be in harmony with the general purpose of the Comprehensive Plan.
2. The proposed use is in harmony with the general purposes of the R-6 zoning district regulations as it would continue to use the single family residence as it is currently.
3. The proposed use is not likely to adversely affect the neighboring properties. The residents will be participants of a larger re-entry program.
4. The proposed use would not generate additional pedestrian or vehicular traffic.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of a group residential at 1205 N. Post Road.

Action Required: Approve or reject a resolution for a Special Use Permit to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential district for the property noted in this report and subject to staff's comments as found in the July 12, 2016, agenda packet, and as noted in PC-1871 file.

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

Billy Harless, AICP
Community Development Director
CA



STAND IN THE GAP 2015 HOPE REPORT

Connecting People In Need With People Who Care



INTRODUCTION

Momentum

I am a big believer in momentum: the dynamic of continuously pushing forward, achieving incremental progress and increasing forward motion so that you are almost carried along. And, after a sensational 2015, I'm privileged to report that Stand in the Gap has momentum!

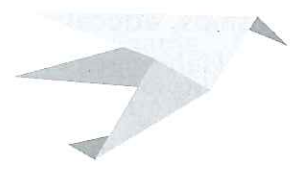
In 2015 we completely revamped our Life Launch volunteer training to more effectively prepare volunteers for relationship with at-risk youth. Over 1,100 women participated in our Women in Transition courses. The University of Oklahoma surveyed a subset of those participants in order to measure the impact of our course. The results were so positive that OU plans to write a scholarly report about the success of Women in Transition. Through a series of statewide special events, we connected with and supported over 1,000 widows. Finally, we ended the year by hosting our most well attended and well-received annual celebration events to date. The "icing on the cake" was being featured in the December issue of *TulsaPeople* magazine.

A few years ago we recognized that, to better steward the ministry, strengthen our foundation, and facilitate growth, we needed greater donor diversification as well as increased funding. Our efforts have resulted in significantly growing our donor base from 100 donors in 2012 to over 400 donors in 2015.

In short, 2015 was a remarkable year! We are grateful to all of our stakeholders. Thank you for your role in bringing hope to orphans, prisoners and widows in Oklahoma.

With hope,
Francois Cardinal
Francois Cardinal, Stand in the Gap Executive Director

Thank you for your role in bringing hope to orphans, prisoners and widows in Oklahoma.



Standard of Conduct

1. We are to be courteous to others.
2. You are responsible for keeping your area clean after use in the common areas, as well as keeping your beds made.
3. Television, music, and conversations are to be kept at a reasonable volume.
 - If your roommate is in bed, be courteous with noise, lights, etc.
4. Modesty is required inside and outside the home.
 - No excessive cleavage
 - Skirts must be no more than 3 inches above the knee and shorts must be no shorter than the fingertip length
 - Undergarments are required
 - No tight-fitted clothing
5. Cell phone Privileges
 - Excessive use of cell phones is discouraged. Residents are encouraged to remain present in social situations instead of constant engaging on social media, texting, and phone calls. Cell phones are to be used as tools and not sources of escapism.
 - Phones will be available for use from 7:00am – 10:30 pm.
6. No meddling in other residents' business or belongings.
7. No stealing.
 - Honesty is expected. Lying/withholding information will be sanctioned.
8. No violent threats or physical attacks will be tolerated.
9. No loud outbursts.
10. No borrowing or asking other residents, church members, etc. for money, cigarettes, vaping, etc.
11. TV shows and music will be held to a standard of morality.
12. Going in to debt for anything while in the program must be discussed with the Director.
13. Minor problems are to be handled with the Director, Kathryn Peacock.

MISSION / VISION / STRATEGY

The Heart of Stand in the Gap

Our Mission.

Stand in the Gap Ministries (SITGM) is a prayer-based, small-group empowered movement that fills the gaps in the social service system, in the ministry of the local church, and in the lives of Oklahomans in need.

*Stand in the Gap
volunteers serve
orphans, prisoners
and widows.*

Our Vision.

At Stand in the Gap, we do not offer handouts. No money is exchanged. Instead, through healthy relationships, education and prayer, Oklahomans in need are empowered to break unhealthy patterns in their lives and achieve self-reliance.





Our Strategy.

The idea is simple. At Stand in the Gap, we connect people in need with people who care.

In the course of our 18-year history, we've realized our passion for three specific populations: orphans, prisoners, and widows. For each of these "need categories," we offer specific support programs, but the overall methodology is the same. We surround our "Neighbors" experiencing a major life transition with trained, committed, volunteers who care. These volunteers commit to be present in our client's life (for a minimum of one year) in a mentorship capacity.

WOMEN IN TRANSITION

“Most people who go to prison, everyone has given up on them. My Stand in the Gap family truly put hope in my heart where there was nothing but doubt.” -Jennifer

It is no secret that Oklahoma has the highest female incarceration rate in the United States. These women are the mothers of thousands of Oklahoma children. Because most women leave prison without a healthy support group, they often return to the “scene of the crime” and repeat the same behavior patterns.

By breaking these patterns, educating and empowering women to live healthy, whole lives and return to their children, Stand in the Gap is a solution.

Women in Transition (WIT) begins with curriculum taught inside seven Oklahoma prisons and jails. Formerly incarcerated women facilitate the course and teach skills necessary to live healthy, whole lives post-incarceration.

SITGM provides the most comprehensive WIT post-release support to women who actively demonstrate their desire to change. Qualifying WIT graduates are matched with trained Stand in the Gap small groups who share wise counsel, brainstorm solutions and encourage new approaches to problem solving.



New Courses

We were invited to offer our Women in Transition course at two new facilities, Mabel Bassett Correctional Center and Rogers County Jail. As a result, hundreds more women participated in the WIT course in 2015.



Hope Survey

Our Hope survey tool was developed by The University of Oklahoma’s Center of Applied Research for Non-Profits. OU staff compile the surveys (gathered before and after the course). The results were so positive that OU plans to publish a scholarly report about the success of the Women in Transition course.

Table of Contents

TOPIC	Page #
About the Author	4
Class 1: Introduction & Course Description	5
Breaking The Cycle	6
Masks	6
Class 2: Learning To Set Boundaries For Yourself – Part I	8
Understanding Victimhood and Its Impact on Boundaries	9
From Victim to Victor – You Can Overcome	10
Class 3: Learning To Set Boundaries For Yourself – Part II	14
Establishing Safe Boundaries When You Date	17
Self-Work: Signs of Codependency Questionnaire	19
Class 4: Co-Dependency	20
Scoring for Signs of Co-Dependency Questionnaire	20
Class 5: Recovery ~ Stress ~ Attitude	24
Recovery	24
Stress	26
Attitude	27
Self-Evaluation: 7 Self-Imposed Traps That Cause Stress	28
Self-Work: Test Your Knowledge About Forgiveness	29
Class 6: Addictions ~ Family Secrets ~ Forgiveness	30
Family Secrets and the Hidden ‘Alcoholic’ Family	30
Forgiveness of Self and Others	32
Answer Key To: Test Your Knowledge About Forgiveness	32
Forgiving Yourself	33
Self-Work: Common Ways to Express Anger	33
Class 7: Understanding Anger	35
Common Ways to Express Anger Checklist Results	37
Class 8: Anger Management ~ Grief	42
Grief	43
Class 9: Managing Feelings: New Coping Strategies	46
My Personal Volcano	48
Class 10: Communication Skills	51
Communicating with the Parole Board	53
What About Communication On The Job?	54
Class 11: Where Will You Live?	54
A Word About Rules	55
Class 12: Getting a Job	56

Class 13: Using Goals To Help You Succeed	61
Class 14: The 16 Steps of Personal Empowerment	64
Healthy Thinking	65
Class 15: Re-entry and Your Children	67
Class 16: Thinking Ahead	70
Ten Items You Must Have	71
Resources	71
Healthy Support Is A Must	72
Shopping Tips	73
Getting To Know The ‘You’ That Will Succeed In Her Transition	75
Reframing Your Self-Talk	77
25 Things I Want To Learn or Do When I’m Free, Really Free	78
Gratitude Journal	79
Additional Resources	79



“I took the Women in Transition course from Rhonda Bear and Kathy Peacock. They were the first people I met that had come out of prison and were doing something amazing with their lives.

They gave me hope.”

Jena (gray sweater) with a few members of her Stand in the Gap small group

STAND IN THE GAP FOR WIDOWS

“We found camaraderie because we understand the sadness and heartache, and are able to encourage each other. We laugh a lot, and cry sometimes, but I always come away refreshed and renewed.” -Kathi



Ongoing Research

Widows throughout Oklahoma participated in our first ever crowd-funding campaign to facilitate additional research (conducted by The University of Oklahoma) into the most common needs widows have and the best methods to address these needs.



Special Events

Stand in the Gap hosted special events in Tulsa and Oklahoma City that featured subject matter experts like Doug Manning and Dr. Teri Cox in order to introduce widows to our program while providing encouragement/education.



Responsive Changes

Based on our experience serving widows in Oklahoma, Stand in the Gap for Widows continues to evolve, now offering more social opportunities, practical support (i.e. home maintenance), and informative events.



There are over 150,000 widows in Oklahoma. In spite of this, there are very few support programs aimed specifically at this population. By empowering the local church to offer emotional, spiritual and practical support to widows, Stand in the Gap is a solution.

SITGM staff asked 300 widows what types of support they needed and were not receiving. Consistently, we found that widows need to socialize with people who understand, sources for practical help, to feel remembered, and to walk through grief in deep relationship with others. Stand in the Gap for Widows was designed to address these needs.

Stand in the Gap for Widows is offered to churches for free. The program includes a tactical plan, research, implementation and marketing tools. The Stand in the Gap small group methodology is central to Stand in the Gap for Widows, however this program also offers the church additional "best-case practices" including a home maintenance manual created by an Oklahoma City architect, estate-planning documents compiled by a Tulsa estate attorney, and a tactical plan for church volunteers to communicate regularly with widows in their congregation.

“We could say to [the other widows in] our small group, ‘When it’s the middle of the night and you are having a hard time, pick up the phone and call. Someone will be at the other end of the line.’”

-Margaret (red sweater) with her Stand in the Gap small group



LIFE LAUNCH

Before I met my Life Launch team I didn't have anything to look forward to. My plan was to join a gang and make easy money so that I would be able to take care of myself.

-Demetryus



We believe the orphans of 2015 are youth aging out of the foster care system. In the next three years, approximately 1,500 Oklahoma youth will age out of care. A Pew study of 2009 states that within two years of leaving foster care, 6 out of 10 youth will be homeless, incarcerated, or dead. By bringing healthy adults into the lives of these youth, Stand in the Gap is a solution.

The Life Launch goal is to interrupt the cycle of poverty and, through loving relationships, invest in the lives of these at-risk youth, so that they develop healthy self-esteem, begin to have hope in their futures and seek to be self sufficient. Potential Life Launch youth first undergo an assessment by a Program Manager. As much as possible, Program Managers determine a youth's stability, commitment to independence, and willingness to be vulnerable in a group setting.

Following training, 2-4 volunteers are matched with a youth. Volunteers are trained to initially focus on developing a relationship and building trust. In phase two of the program, this relational foundation gives volunteers the platform to encourage youth to set attainable goals and support them through personal setbacks and successes.

Volunteers connect youth to community resources, generally meeting education, employment, housing and transportation needs. But primarily, volunteers invite youth into their lives by going out to eat, playing sports, and spending intentional time together.



Volunteer Training

Prospective volunteer orientation is now available by video. This facilitates a more efficient process for our Program Managers and is more user-friendly for prospective volunteers. Additionally, in 2015, we hosted regular "Roundtable" continuing education events for Life Launch volunteers featuring subject matter experts.



Recognition

The non-profit organization, *Empowering Adults - Protecting Children*, recognized our work bringing hope to at-risk youth by presenting us with an award at their annual symposium.



Youth Education

Not all at-risk foster youth are ready for the Life Launch experience. In response, we began facilitating Life Skills classes for youth at the Tulsa Detention Center. We teach budgeting, boundaries, self-care, career readiness and more. In 2015, we reached 56 youth through the Life Skills class.



Why do I Stand in the Gap?

There are five of us in Jena's Stand in the Gap spiritual family/small group. We get together twice a month to talk about needs, wounds, desires and hopes.

As a group, we cried tears of joy when Jena followed the Lord's leading and was baptized. We attended her graduation when she finished her "Step Study" with Celebrate Recovery. We have worshipped and enjoyed church events together. We celebrated her birthday with dinner and laughter. Most recently, we all attended the wedding of one of the ladies in our group. We have become a family!

It is so simple to Stand in the Gap. We show up for Jena and for each other as a team. We seek God's plan, not our own. We love through prayer and a few hours of our time each month. We are investing in the most important commodity there is, people.

It is one of my greatest privileges to be on Jena's team. She is one of my heroes. This experience has changed me and strengthened my faith.

With hope,
Susan Esco
SITGM Board of Directors



2015 HIGHLIGHTS

january

Women in Transition classes began at Mabel Bassett Correctional Center.

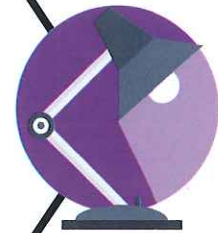


february

A Life Launch youth and volunteer were honored at the State Capitol, February 14th was "Widows Day" in Oklahoma and SITGM began focus groups to gain insights from our volunteers.

march

The University of Oklahoma reported on our first round of Hope Surveys from a Women in Transition course at Eddie Warrior. The results were outstanding!



april

Stand in the Gap hosted events for widows in Tulsa and OKC featuring expert in grief, Doug Manning.

may

Ashley Walker joined the SITGM team as Life Launch Tulsa Program Manager.



june

John Venture and Sister Mary Clare retired. Buddy Stone transitioned to manage Stand in the Gap for Widows. Francois Cardinal was named Executive Director.

july

Life Launch Tulsa hosted the first of four "Roundtables" for volunteers.

august

Produced the Life Launch video orientation for prospective volunteers.

september

Widows completed a crowd-funding campaign to facilitate program research.

october

Dr. Barbara Sorrels presented at a "Roundtable" for Life Launch and Women in Transition volunteers and we published Kathy Taylor's story.

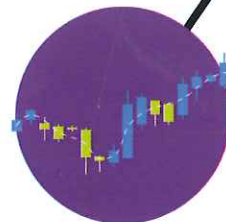


november

Over 600 guests attended the annual SITGM Celebrations featuring best-selling author and movie producer, Jim Stovall.

december

Annual contributions reached an all time high. Stand in the Gap was featured in *TulsaPeople* magazine.



LOOKING AHEAD

2016 Goals

As an organization, volunteers are our greatest asset and stewardship is among our highest priorities. In 2016 we will continue to invest in enhanced training and continuous support of our program volunteers.

Women in Transition

Our Women in Transition course has grown exponentially over the last few years. To continue supporting more women after their release, we aim to proactively recruit and partner with transitional living home operators. We expect these partnerships to result in more women supported through the Stand in the Gap small group methodology.

Life Launch

We believe that developing opportunities for volunteers to support our youth clients without making the one-year mentorship commitment will enhance volunteer participation. The underlying strategy is to attract more volunteers by lowering the initial commitment level, hopefully attracting more mentors in the long run.

We must continue to improve our process of identifying, engaging, and qualifying at-risk youth who are ready and motivated to engage through Life Launch small groups.

Stand in the Gap for Widows

In order to continue to empower the church for ministry to widows, we must cast a broader net to recruit lay and clergy volunteers in Oklahoma churches who would be highly motivated to implement the widow program within their congregation. We plan to accomplish this through promotional activities and programs statewide.



FINANCIAL SUMMARY

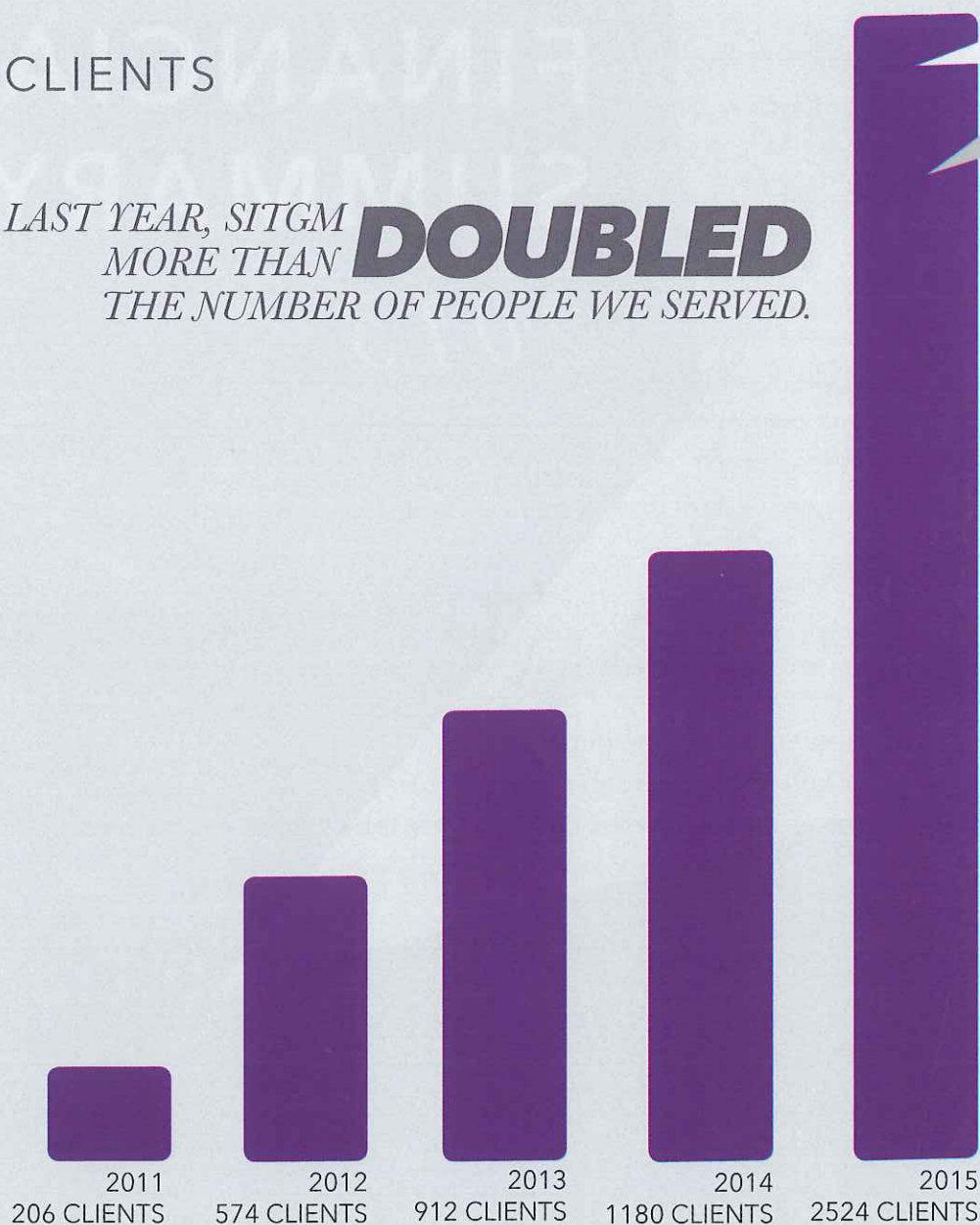
2015

NUMBERS

Population Breakdown

CLIENTS

LAST YEAR, SITGM **DOUBLED**
MORE THAN
THE NUMBER OF PEOPLE WE SERVED.



IN 2015...

40 youth in Life Launch small groups

56 youth in Life Skills classes

190 widows in small groups

1093 widows through other program supports

24 female ex-offenders in small groups

1121 women through Women in Transition courses

VOLUNTEERS

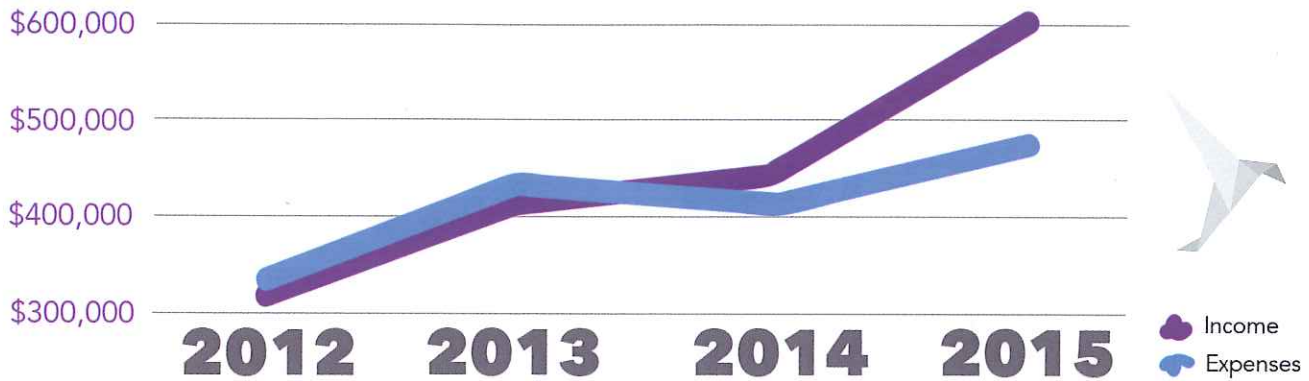
IN 2015, **595** VOLUNTEERS SERVED

13,017 HOURS THROUGH SITGM.

THAT TIME IS VALUED AT **\$295,015.**

NUMBERS

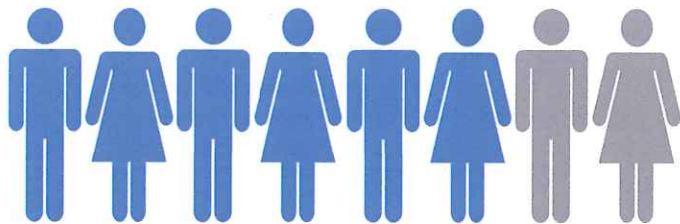
Budget Breakdown



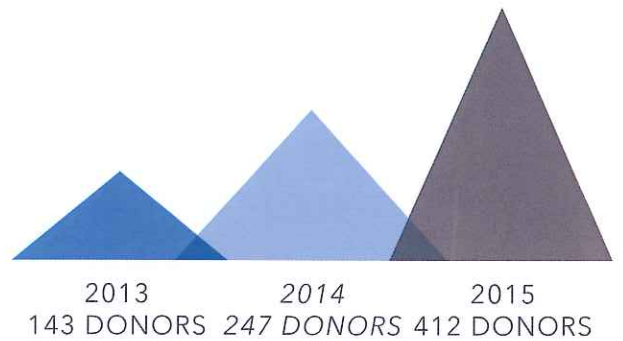
2015 expenses were
\$39,288
 under 2015 budget.

73%

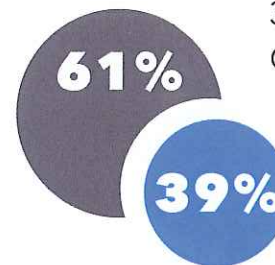
of SITGM's total budget is dedicated to thirteen full- and part-time staff members.



Income Diversity



Stand in the Gap has more than doubled the number of individual donors in the last three years.



39% of Stand in the Gap income comes from foundations.

The remaining 61% is raised through other sources, primarily individuals.



\$153,351 Women in Transition 2016 Budget



\$210,317 Life Launch 2016 Budget



\$157,818 SITG for Widows 2016 Budget

NUMBERS

Financial Report

2015 HIGHLIGHTS

1,000

Women in Transition Manuals

Unit Corporation and QuikTrip printed 1,000 course manuals for our WIT classes, resulting in a savings of \$2,500 for SITGM.

\$25,000

Three-Year Recurring Contribution

The H.A. and Mary K. Chapman Charitable Trust has committed \$25,000 to SITGM's Life Launch program every year through 2017.

14

New Church Partnerships

Church partnerships are SITGM's primary source of volunteer recruitment and central to the work of Stand in the Gap.

The following foundations and corporations made 2015 investments in Stand in the Gap.

- Alliance Resource Partners, LP
- Grace and Franklin Bernsen Foundation
- Mervin Bovaird Foundation
- H.A. and Mary K. Chapman Charitable Trust
- Cox Charities
- Cuesta Foundation
- Cyntergy AEC, LLC
- Founders of Doctors' Hospital
- E.L. and Thelma Gaylord Foundation
- Gelvin Foundation
- Hardesty Family Foundation
- Helmerich & Payne, Inc.
- The Helmerich Trust
- Inasmuch Foundation
- George Kaiser Family Foundation
- Kerr Foundation
- Lou and Connie Miller Foundation
- Sarkeys Foundation
- Charles and Peggy Stephenson Family Foundation
- David E. and Cassie L. Temple Foundation
- Anne and Henry Zarrow Foundation

THE TEAM

Stand in the Gap Staff



Stand in the Gap staff, Board of Directors and Families

Francois Cardinal

Executive Director

Bill Queen

Administration, Finance & Outcomes

Kathy Peacock

*Women in Transition Course Facilitator,
OKC Region*

Danielle Stendahl

Office Administrator

Alisa Andrews

*Life Launch Program Coordinator,
Tulsa Region*

Julie Rains

Marketing & Development

Melissa Phenicie

Widow Project Administrator

Vanessa Crouch

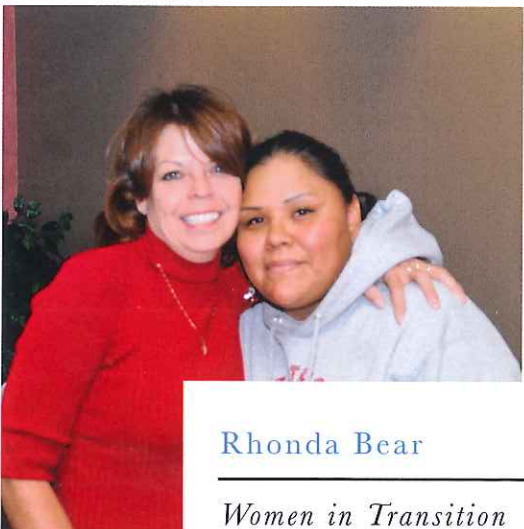
*Women in Transition Program
Administrator*

Chevas Stancliff

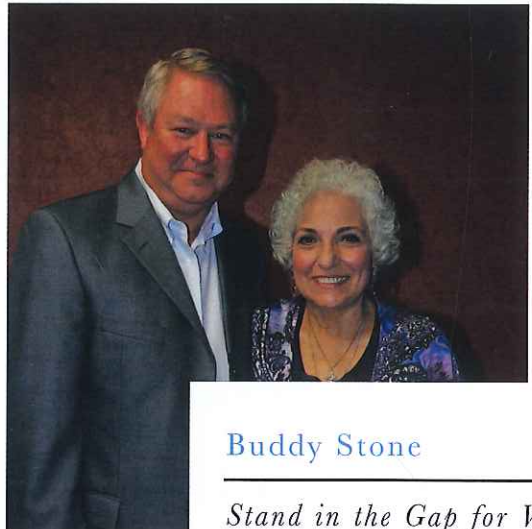
*Life Launch Program Coordinator,
OKC Region*

*Program Managers
bring hope*

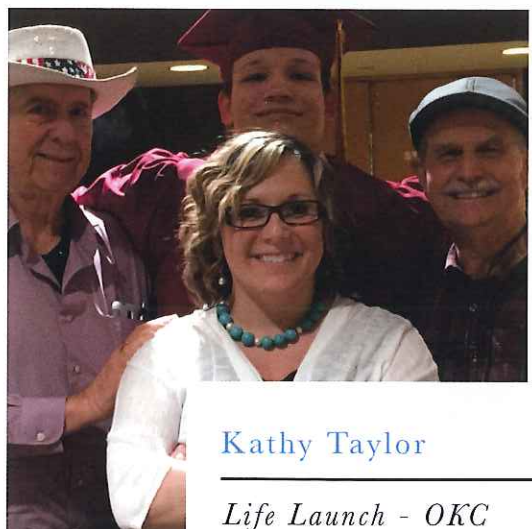
to volunteers and clients. Stand in the Gap Program Managers recruit participants and match Stand in the Gap small groups. They are the faces of Stand in the Gap.



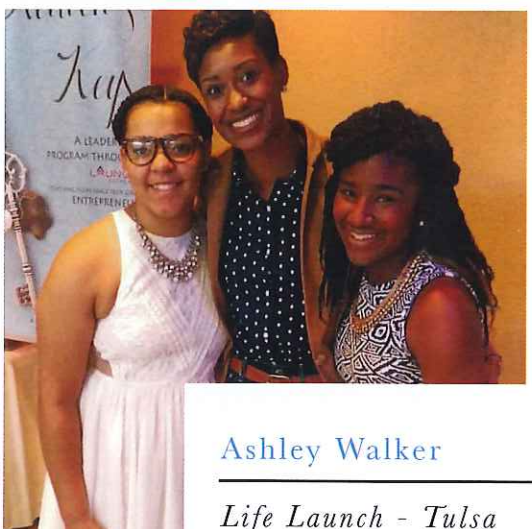
Rhonda Bear
Women in Transition



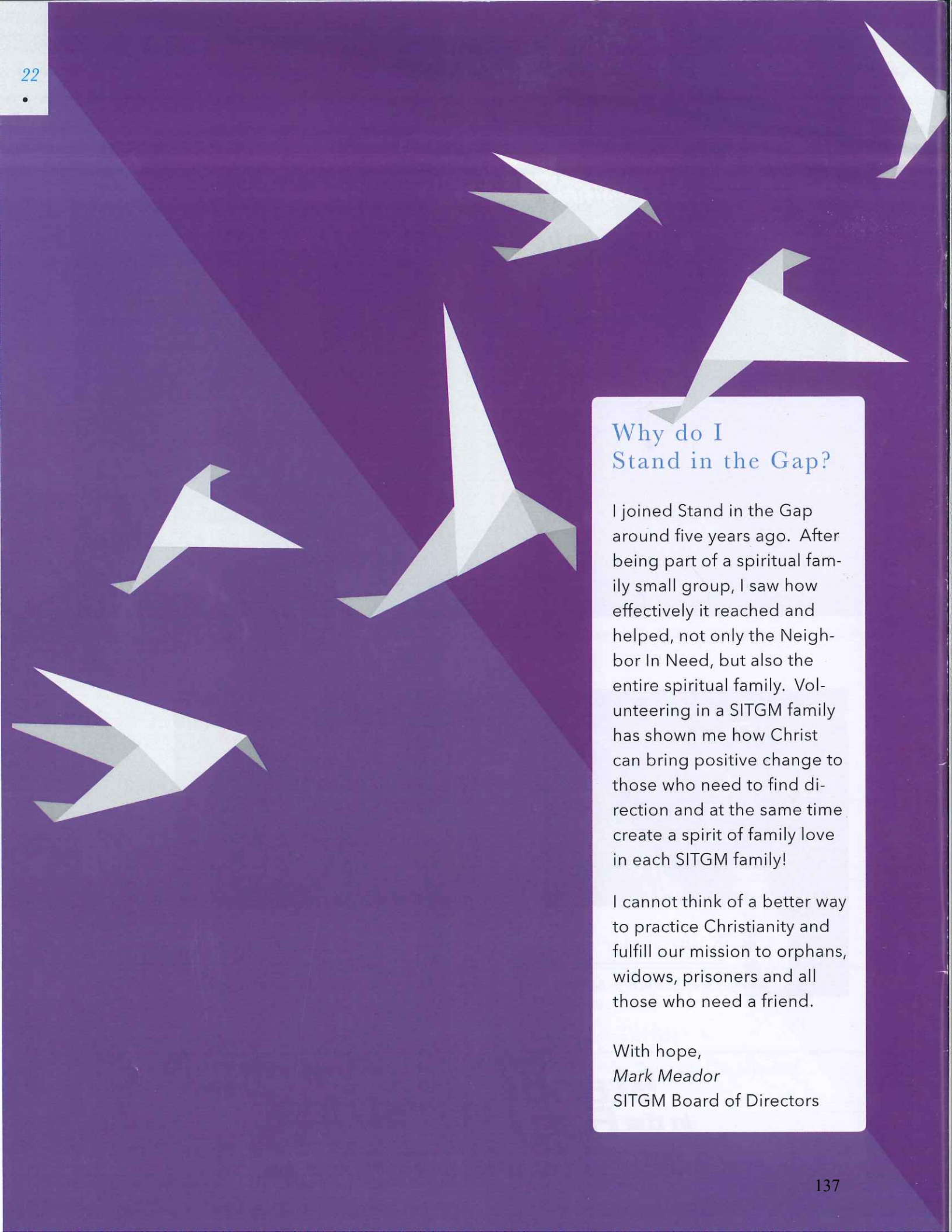
Buddy Stone
Stand in the Gap for Widows



Kathy Taylor
Life Launch - OKC



Ashley Walker
Life Launch - Tulsa



Why do I Stand in the Gap?

I joined Stand in the Gap around five years ago. After being part of a spiritual family small group, I saw how effectively it reached and helped, not only the Neighbor In Need, but also the entire spiritual family. Volunteering in a SITGM family has shown me how Christ can bring positive change to those who need to find direction and at the same time create a spirit of family love in each SITGM family!

I cannot think of a better way to practice Christianity and fulfill our mission to orphans, widows, prisoners and all those who need a friend.

With hope,
Mark Meador
SITGM Board of Directors

THE STORIES

2015 God Sightings



1



2

1 Shaunte was one of Oklahoma's most notoriously difficult female prisoners. Today, she is quick to smile and easy to love. Read her Stand in the Gap story at www.sitgm.org.

2 Need proof that relationships can change a life? Kathy went from foster youth to passionate advocate. Read her Stand in the Gap story at www.sitgm.org.

3 Stand in the Gap was featured in the December 2015 issue of *TulsaPeople* magazine. Get to the heart of Stand in the Gap by reading the article at www.tulsapeople.com.

Kathy's Story

Stand in the Gap Ministries

www.sitgm.org

"It Ends Here"

Kathy Peacock was in her son's home, holding her three-year-old daughter, when police in riot gear came to arrest Kathy and the girl's father. Kathy was incarcerated on a total of five charges and sentenced to 50 years behind bars. She served her time from February 2000 until December 2008.

Today, Kathy facilitates Stand in the Gap's Women in Transition course in two Oklahoma City area facilities, Hillside Correctional Center and Oklahoma County Jail.

In 2012, ten children were reunited with their mothers after the women successfully completed the Women in Transition program. In Tulsa and in Oklahoma City, preparing mothers to be reunited in healthy relationship with their children is a Stand in the Gap, Women in Transition priority.

"I knew I needed help," Kathy says. "My daughter and I were in the living room and I cried out to God, *Lord, deliver me from this mess.*"

Kathy still had tears in her eyes when "the police busted the doors in. It seemed like a dozen policemen in the house with machine guns and shotguns.

"That was my deliverance."

From an early age, Kathy believed that God had called her to serve him. Tearing up, she remembers "knowing I was in a rebellious state, I also knew I had a forgiving Father. I knew he would forgive me when I came back and so I kept making excuses."

Kathy was 15 when she left her parents' home and began experimenting with drugs. "First it was marijuana, then prescription speed, and finally methamphetamine." Kathy describes herself as "rebellious" and feels that leaving home "started my path to prison."

Although she spent much of her adult life as an addict, Kathy was highly functional in her addiction. She had a farm, where hard work and long hours became an excuse for her addiction to meth, which made her feel more alert and energetic. Her son, who was 19-years-old when Kathy was arrested and with whom Kathy has always had a close relationship, was not aware of the extent of his mother's addiction.



Kathy, her son, daughter-in-law, and two of her grandchildren.

Kathy's excuses ended when the handcuffs came off and she heard the door slam behind her at Jefferson County Jail. "God spoke a promise to my heart, that he would deliver me from the situation I was in."

Deliver he did, but the liberation would take nine years.

"Without a doubt, being away from my children was the worst part." While Kathy was behind bars, her daughter was in short-term foster care until she was placed with her paternal grandmother. Kathy's daughter pulled out her own hair and began cutting herself. Occasionally she came to visit her mother in prison, but the visits were few and far between.

Kathy's son introduced his mother to his future wife during a visitation at the county jail. Kathy missed her son's wedding and the birth of her first grandchild.

Kathy's mother passed away eleven months after she was incarcerated. "He doesn't cry very often," Kathy says about her son, who was crying when he called her following his grandmother's death. Kathy remembers hearing him say, Momma I need you. "And I couldn't be there."

Rhonda Bear is the program manager for Women in Transition. But in 2000, she was with Kathy, behind bars at Central Oklahoma Correctional Facility.

Kathy remembers "Rhonda and I were best friends when she was in prison. We walked the yard together. We prayed together. We were Jonathan and David."

After her release, Rhonda wrote Kathy letters, telling her

friend about Stand in the Gap and the impact it was having on her life.

The Women in Transition course was not yet offered in the facilities where Kathy did her time, but Kathy had access to something that was arguably even better – Rhonda.

She says, "Rhonda took me by the hand and led me to Stand in the Gap."

When Kathy was released after serving nine years on her fifty-year sentence, she gave thanks to God, saying "Jesus is my recovery. To me, Jesus is everything."

Her main concern was and remains to right her relationships with her children. Kathy's daughter-in-law had come to visit her often, bringing her young grandson to form a relationship with his grandmother, but visiting Kathy in prison had been difficult for her son.

Many months after her release, Kathy studied the Women in Transition curriculum with Rhonda's help. What she learned about communication through Women in Transition helped her to address her son's disappointment and hurt over her arrest. "He asked how I could put myself in the position to be away from my family for nearly ten years. And he said that if someone told him he could have all this money, but there was a chance he might be separated from his family for years, there's no way he would do it.

"There were a lot of tears. All I could do was ask him for forgiveness."

Kathy's daughter still lives with her grandmother, but over the last few years, she has stopped cutting, started seeing a counselor, and slowly, steadily built a relationship with her mother. She calls Kathy to have the conversations teenage girls have with their mothers. She's on the cheerleading squad and softball team. Her mother knows that even though "everything looks good on the outside, there's still a lot of hurt on the inside."

Kathy knows she cannot make up for nine years of

absence and does not intend to force her daughter to move in with her, taking a teenager away from the only home she's ever known. But Kathy is present now and she has one priority: "to demonstrate my love to my daughter."



Kathy and her daughter.

Kathy says the Women in Transition curriculum "gives women the opportunity to make a choice to do something different, and shows them resources like transitional housing, sober living, support groups, and spiritual families." But for Kathy, teaching the Women in Transition course is hitting even closer to home. "I hope my teaching this class shows my kids and grandkids that you can make a choice to change. For me, the only way I could make that choice is Jesus Christ. That's what I want to show them.

"Everything had changed in the time I was gone. When I got out everything was on the computer. Having family support, whether that's your natural family, a transitional living family, or a spiritual family makes a world of difference. Anyone making the transition back into the world after prison needs a support group."

Today, Kathy has a Stand in the Gap family. She loves teaching Women in Transition and "getting to know the women, finding out their struggles, and helping them learn to recover or cope."

She has compiled an extensive list of transitional living facilities and resources for women as they come out of prison all across Oklahoma, which she and Rhonda share with their Women in Transition students.

Kathy was at the hospital when her two youngest grandchildren were born. She calls her daughter-in-law "exceptional" and spends most of her days taking care of her grandchildren. Her son and daughter know that their mother is back and that she is a new creation.

"Thank you Father that the curse has stopped with me" Kathy says with a smile. "It ends here."



Kathy with her children and grandchildren.

"A Ripple Effect"

When I started doing drugs, they never had me as a parent again.

Brandy was 15-years-old and playing basketball in her cousin's driveway when she saw Rusty for the first time. When she graduated from high school, she moved to McAlester to be near him. Eighteen and in love, she followed Rusty into his world, trying to make him get clean.

For years, according to Brandy, between drugs and guns "it was a battle to stay alive, literally, every day you were with Rusty." But Brandy, the 21-year-old mother of his two children, wanted desperately to be a family of four, clean and sober, in a home of their own.

Instead, their son was three-days-old when Rusty was arrested. Three months after Rusty went to prison, Brandy turned to drugs and her one-year-old daughter and three-month old son went to live with her sister and her mother. From that point on, Brandy was an addict and "more like a big sister" to her children. She visited them on weekends and sometimes drove them to prison to visit their father. "When I started doing drugs," Brandy says, slowly and quietly, "they never had me as a parent again."

Brandy tells her story alternating between tears and laughter. There are entire years that are painful to remember and experiences that still draw tears; picking Rusty up from prison and taking him to buy drugs, watching "Little" Rustee, the couple's daughter, suffer in the house of Brandy's sister who was also an addict, Christmases and birthdays separated from her children by distance and addiction, and perhaps most of all, the repeatedly dashed hope that Rusty would return to Brandy and their family.

Looking back, she says, "I couldn't make him sober. Having kids didn't make him sober. His parents were a police officer and a teacher." They didn't make him sober. But in 2011 Rusty went on a Kairos weekend in prison. Afterwards, he wrote Brandy a letter. "He'd been in prison for 13 years and I'd heard all the stories," Brandy says. In the letter, "he said God changed his life. I thought, *Really? You're going to go with this now? I got kind of mad.*"

Brandy threw the letter aside, but she didn't throw it away. Months later, she read it again. This time, she wasn't mad, she was hopeful. Thirty minutes later, Rusty called her. He asked her to come visit him at the

Exodus House, a transitional living facility for men.

Brandy arrived close to midnight. "It was pitch black out," Brandy says. "And, I mean, he's human, so there's no way he could have, but he glowed like a flashlight all the way to the truck. I could tell instantly by the turn of his voice and the words he said that he was different. He said it was God."

That's where I really, truly changed.

Rusty told Brandy that if she wanted to be in a relationship with him, she had to be sober. He recommended that she call Rhonda Bear and ask for a spot in her transitional living program, His House Ministries, in Claremore.

"Initially, that's why I came to His House Ministries, to do what I had to do to be with Rusty. But God had bigger plans," says Brandy.

Brandy moved into His House Ministries' group home on the Fourth of July in 2012. By September of that year, Brandy attended the Walk to Emmaus through His House Ministries and she says, "That's where I really, truly changed for myself." In November, she was matched with a Stand in the Gap family.

Right then, God prompted me.

Pam and Alger Flood and Jane and Joy Dearman had already been a Stand in the Gap family around a woman coming out of prison. Pam says, "We loved [Brandy] from the very beginning." When she tears up, Alger jumps in, "It was exciting. Who can say no to someone who really wants to change?"

At their first small group gathering, Brandy told the group about the daughter named Rustee that she and Rusty had together. Rustee was 14-years-old at the time, and living with Brandy's sister in McAlester. She called Brandy every day saying that no one was making her go to school and pleading to come to Claremore. That week, one of her 14-year-old friends had



Brandy and Rhonda

Brandy's Story

announced her pregnancy.

But Brandy was still living in Rhonda's group home and couldn't have Rustee in the house. She asked her Stand in the Gap team to pray that Rustee's situation would improve.

"Right then," remembers Jane Dearman, "God prompted me." She cleared out dresser drawers and prepared the guest room in her house. Two weeks later, at the Stand in the Gap team's second meeting, Jane said, "Let's go get Rustee."

"When she got here to live with Jane and Joy," Brandy says, "I was able to actually have a relationship with her." Rustee lived with the Dearmans for almost six months until Brandy moved into His House Ministries' family home and Rustee moved in with her mother for the first time in 13 years. When Rusty moved to Claremore, got a job and an apartment, he and Brandy's then 13-year-old son Dakota moved in with him. Before that, "If we went to prison to visit, that's the kind of relationship Dakota had with Rusty," says Brandy, "—none at all. We had to learn how to be around each other and be normal, not be addicts with kids."

Rusty had his own Stand in the Gap family while he lived in Tulsa at the Exodus House, but when he moved the 30 miles northeast to Claremore, he joined Brandy's Stand in the Gap family.

Brandy remembers the family's first Christmas in Claremore. "That was the first Christmas [my children] had with me in probably their whole lives. We spent the day with my Stand in the Gap family. Rustee and Dakota had love from everybody. People they didn't even know gave them gifts."

Throughout her time in Claremore, Brandy has regularly attended church and Celebrate Recovery. Today, she and Rusty both lead Celebrate Recovery 12-step groups.

"There was a lot of growing and learning and evolving," says Pam. "But now, everyone living at His House looks to Brandy as a leader."

God... has changed my life

On November 9, 2013, Brandy and Rusty were married for the first time. Their children and Rusty's two children from a previous relationship served as the bridal party. Their Stand in the Gap family decorated and shopped for dresses and helped plan the celebration. Alger says, "These two people coming together caused a ripple effect in all these lives. Everyone there was celebrating."

At the beginning of the ceremony, Rusty prayed over

his family. For Brandy, the rest of the day was a blur of joy made possible only by God and family.

The family of four moved in to the His House Ministries family home, which underwent a major renovation, spearheaded by Brandy's Stand in the Gap family. "It was like that show Extreme Home Makeover," says Pam. "That's what we wanted it to be."

With the exception of her time at the Dearman's house, Rustee had never had her own room. When she saw her bedroom in the home she would share with her parents and brother, decorated and furnished especially for her, she laid down on the bed and sobbed. "So of course we all sobbed too," laughs Jane.



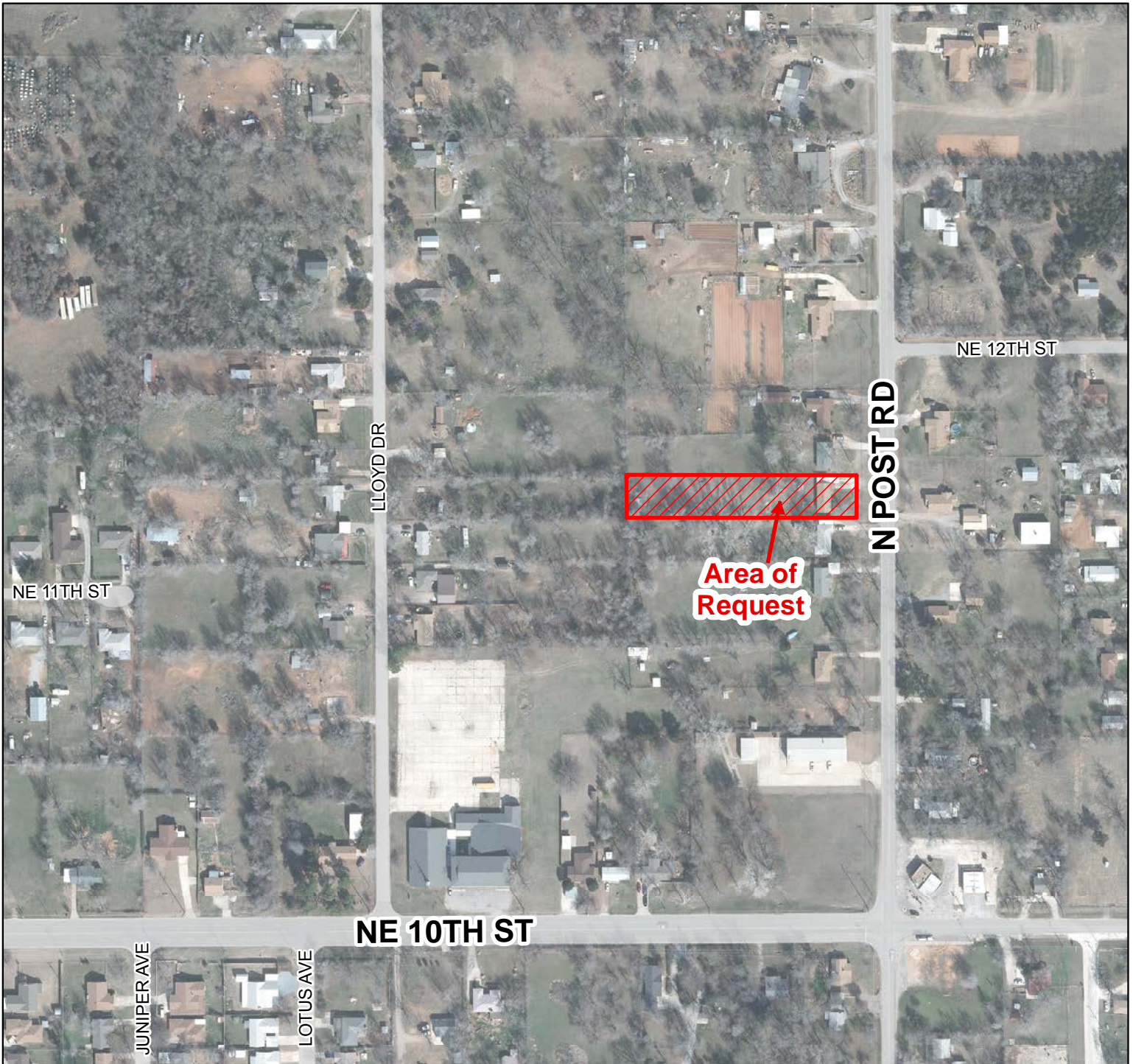
Brandy and Rusty were married November 9, 2013.

Today, Brandy has the life she's dreamed of since she first saw Rusty as a 15-year-old girl. She calls her Stand in the Gap family "lifers" and knows that they will be part of her life, her husband's life and her children's lives forever. The group continues to meet often, but their gatherings are less formal. Sitting around a table, they all jump in and out of each other's stories when laughter or tears make it difficult to continue.

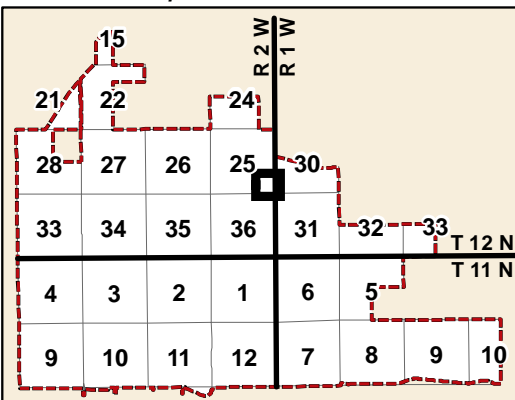
"We've just done life together," recalls Pam. "We would gather together and pray." Alger adds, "God's orchestrated every bit of it." According to Jane, "We watched it develop and it's a fresh work of God. If you want to see a fresh work of God, get in Stand in the Gap."

Thanks to this group of volunteers, Brandy is ready to give back. She and Rusty are forming a new Stand in the Gap family around a woman who lives in the His House group home.

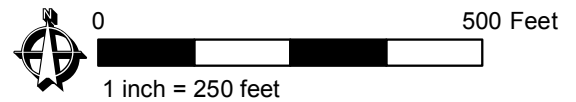
"God, through Stand in the Gap and His House Ministries, has changed my life, and my kids' lives, and Rusty's life," says Brandy. "If it wasn't for that, I wouldn't know Jesus at all."



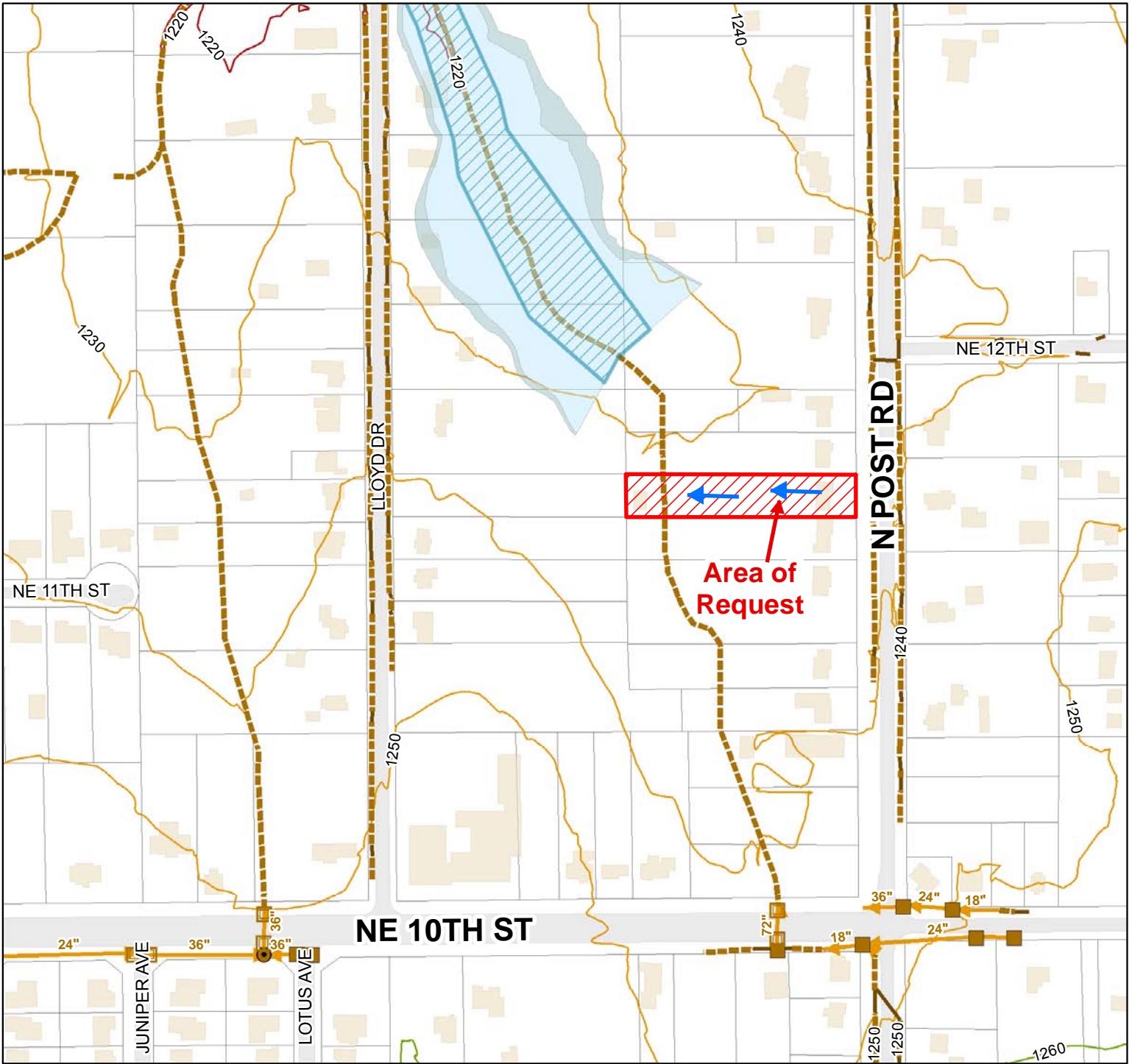
Locator Map



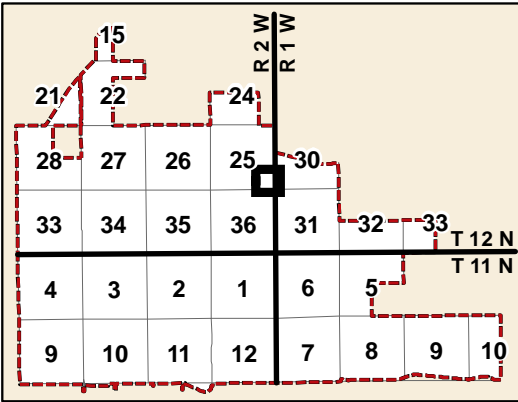
**2013 DOP (AERIAL) VIEW FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**





















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



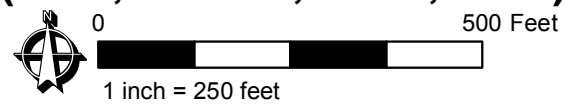
Locator Map



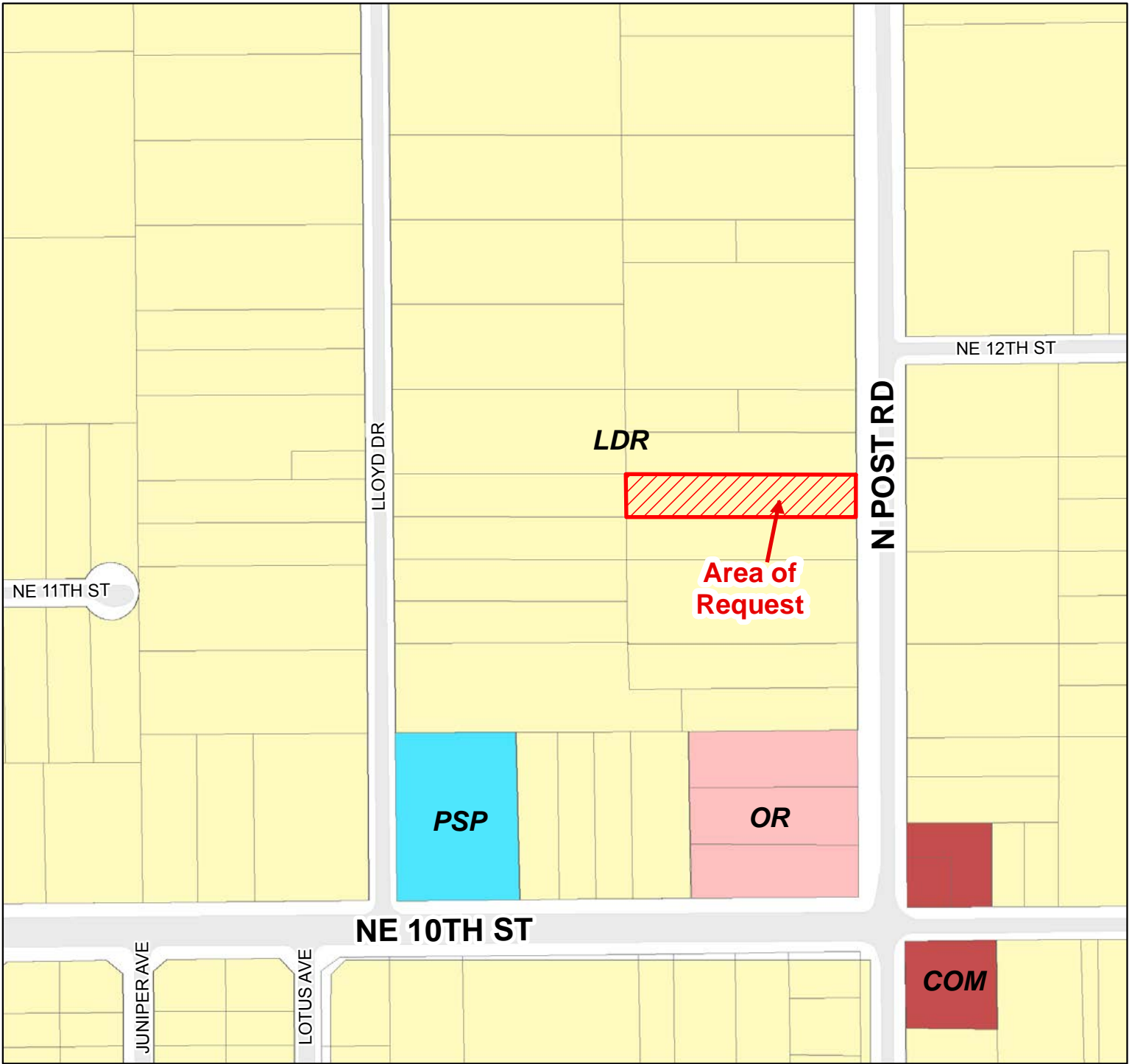
- Drainage Legend**
-  Curb Inlets
 -  Inlets
 -  Junction Box
 -  Culverts
 -  Flumes
 -  Developed Channels
 -  Trickle Channels
 -  Undeveloped Channels
 -  Storm Lines
 -  Creeks
- ELEVATION**
-  1166-1204 ft
 -  1204-1228 ft
 -  1228-1250 ft
 -  1250-1278 ft
 -  1278-1324 ft

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

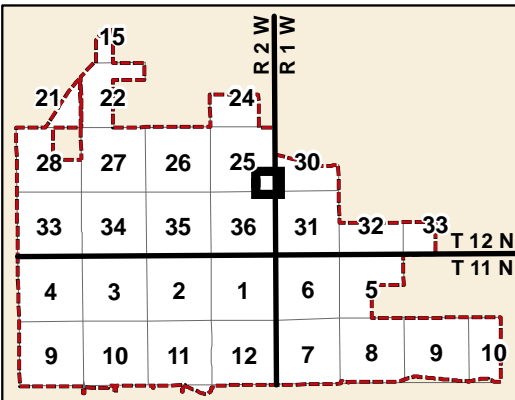
DRAINAGE LOCATION MAP FOR PC-1871 (SE/4, Sec. 25, T12N, R2W)



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



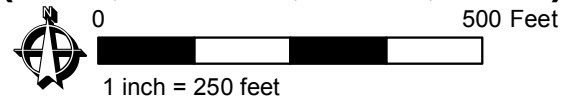
Locator Map



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

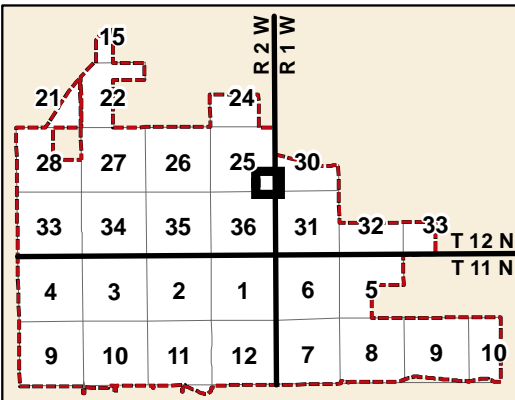
**FUTURE LAND USE
MAP FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**








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



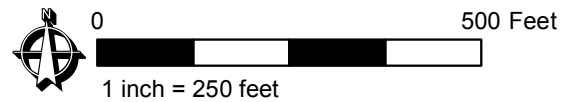
Locator Map



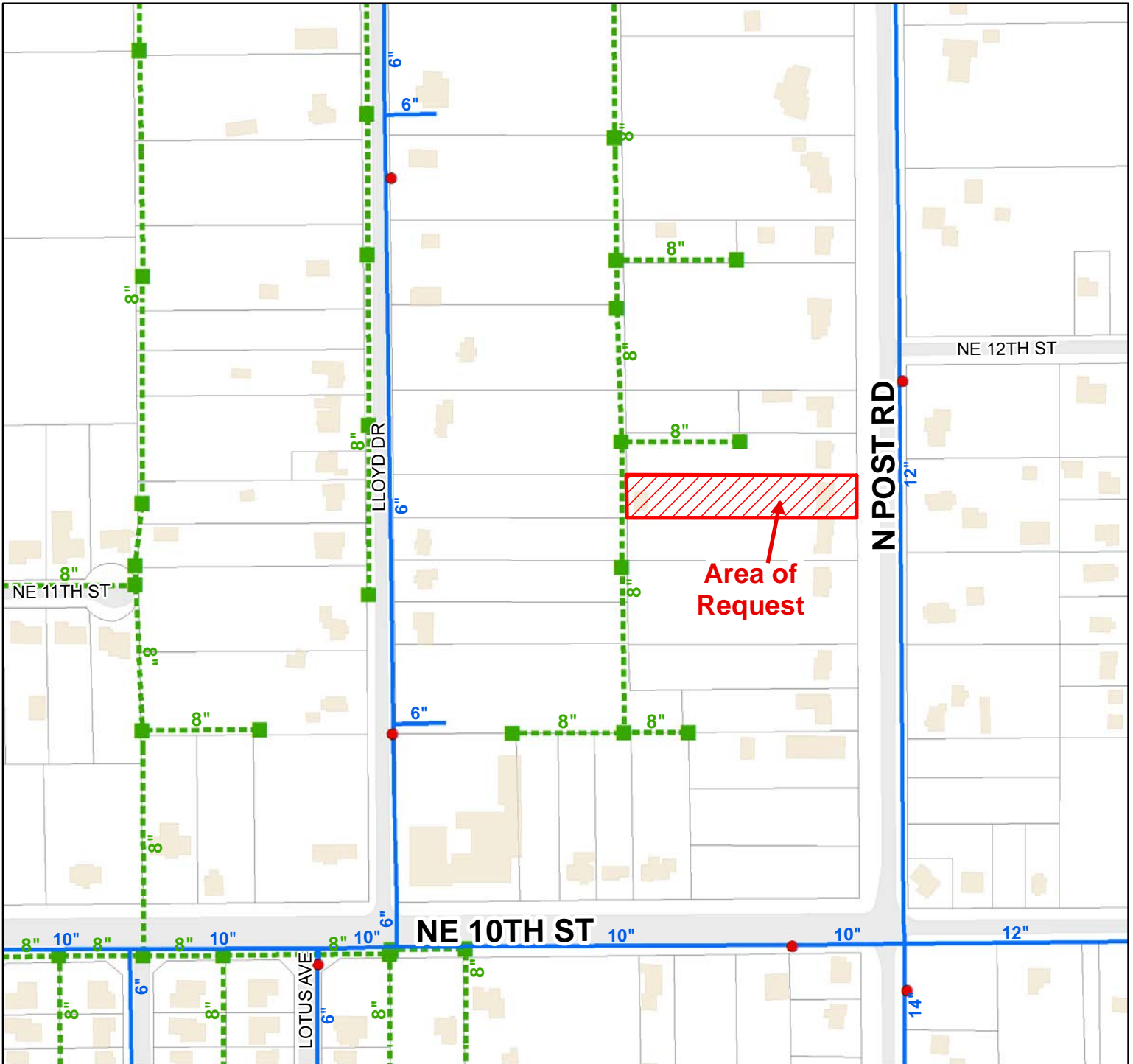
General Map Legend

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

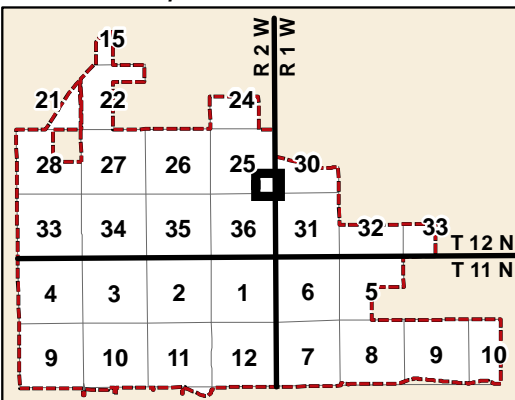
**GENERAL MAP FOR
PC-1871
(SE/4, Sec. 25, T12N, R2W)**



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



Locator Map

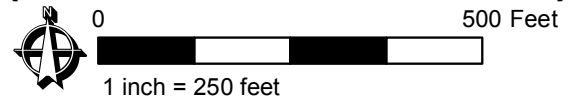


Water/Sewer Legend

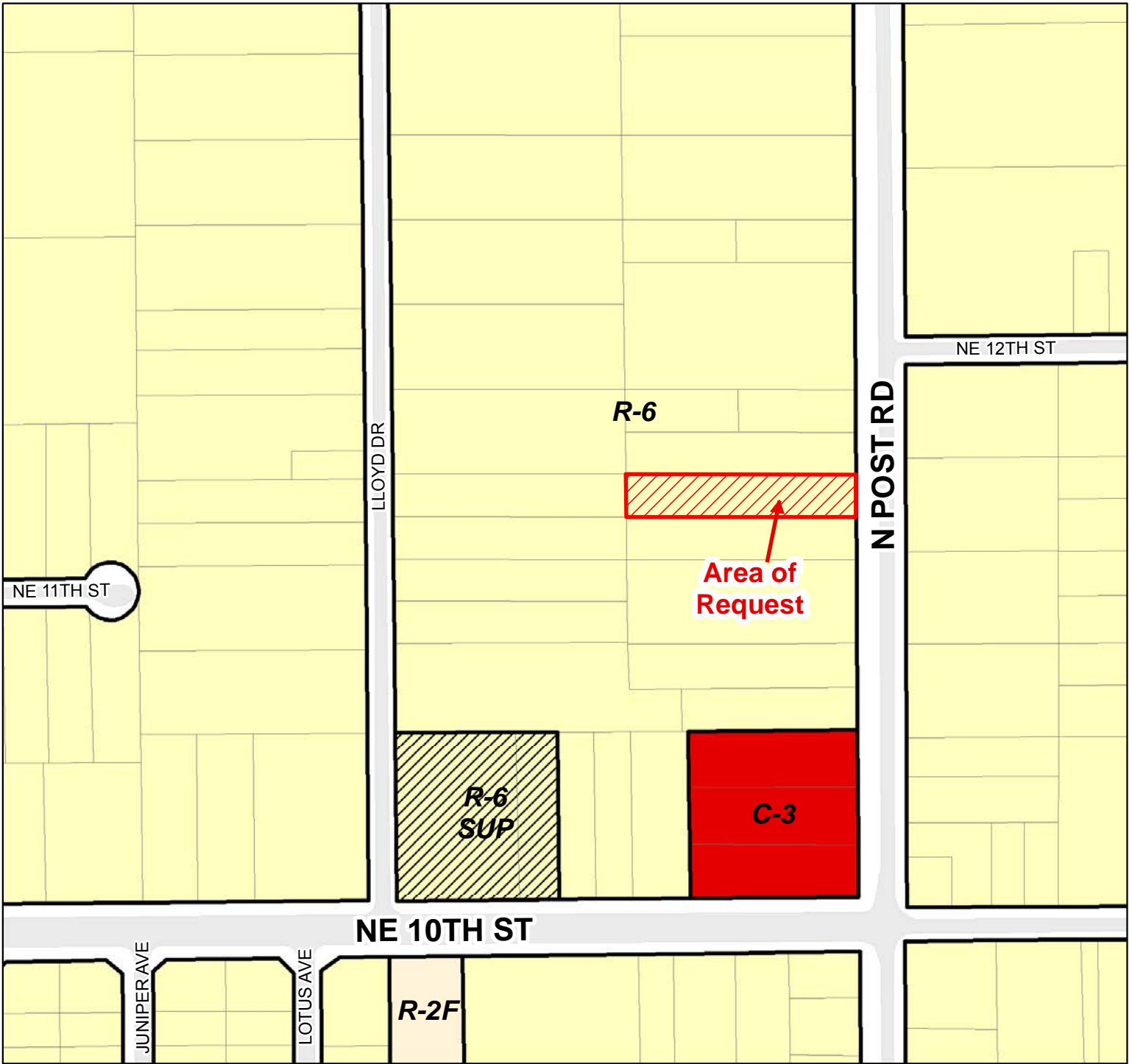
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

WATER/SEWER LINE LOCATION MAP FOR PC-1871

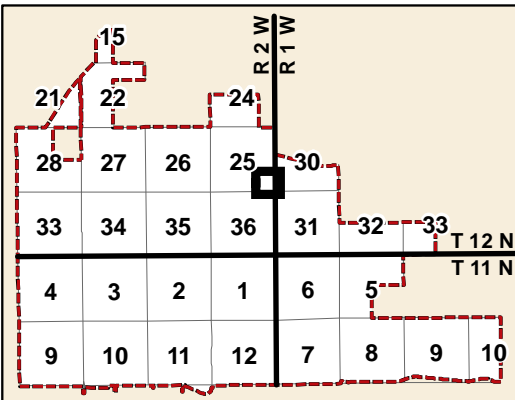
(SE/4, Sec. 25, T12N, R2W)



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



Locator Map



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-1871
(SE/4, Sec. 25, T12N, R2W)**



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



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: July 12, 2016

Subject: (MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Drive. (This item was tabled at the June 28, 2016 Council meeting.)

Dates of Hearing: Planning Commission – June 7, 2016
City Council – June 28, 2016

Owners: Harold Fontenot & Todd Hall

Proposed Use: Three (3) lots for single family residential development

Size:

The area of request is located between the streets of N. White Oak and Cedar Drive and has approximately 600 ft of frontage on both streets, containing an area of 4.27 acres, more or less.

Zoning Districts:

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

Proposed Parcel 1 – Frontage of approximately 112.80 ft. along Cedar Dr. and a depth of approximately 147.64 ft. containing an area of approximately .3823 acres.

Proposed Parcel 2 – Frontage of approximately 140 ft. along White Oak and a depth of approximately 162.36 ft. containing an area of approximately .5218 acres.

Proposed Parcel 3 – Frontage of approximately 487.2 ft. along Cedar Dr. and frontage of approximately 460 ft. along White Oak and a depth of approximately 310 ft. containing an area of approximately 3.3658 acres.

Municipal Code Citation:

Appendix A, Zoning Regulations

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

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

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 was platted into residential lots in April of 1950.
2. This area was annexed into Midwest City limits in Sept. of 1959.
3. This area has been zoned single family residential since the adoption of the 1985 zoning code.
4. PC-1793 – The Caliber Estates Preliminary Plat heard by the Planning Commission and City Council several times in late 2013 and once in January 2014. A final plat application for the Caliber Estates Preliminary Plat has never been submitted.
5. June 7, 2016 – Planning Commission recommended approval of MP-9.

Engineer's Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the east side of North Cedar Drive in the street right-of-way adjacent to the east side of the area of request.

An eight (8) inch public water main is located on the east side of North White Oak Street in the street right-of-way adjacent to the west side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the west side of North Cedar Drive in the street right-of-way adjacent to the east side of the area of request.

An eight (8) inch public sewer main is located on the west side of North White Oak Street in the street right-of-way adjacent to the west 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 any new building applications.

Streets and Sidewalks

Access to the area of request is available from North White Oak Street and North Cedar Drive. North White Oak Street is classified as a collector road in the 2008 Comprehensive Plan. North White Oak Street is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with bar ditches. Current code requires a half street right-of-way width of thirty (30) feet for a collector street and presently, North White Oak Street has twenty-five (25) feet of right-of-way adjacent to and parallel to the west side of the area of request. North Cedar Drive is classified as a local street in the 2008 Comprehensive Plan. North Cedar Drive is a two (2) lane, 20-foot wide, uncurbed, asphalt concrete roadway with bar ditches. Current code requires a half street right-of-way width of twenty-five (25) feet for a local street and presently, North Cedar Drive has twenty (20) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Five feet of right of way must be dedicated to the city along the full frontage of the area of request along both North White Oak Street and North Cedar Drive. These right of way dedications are reflected on the Minor Plat.

Neither North White Oak Street nor North Cedar Drive meets current design standards for a local street.

Under Section 38-59 of the Subdivision Regulations, the applicant can and has requested a subdivision waiver to the street improvements and sidewalk requirements. Due to the location of the area of request, the lack of any adjacent improved roadways or existing sidewalks, and the lack any near term or future proposed road improvement projects to the area of request, staff recommends to approval of the waiver.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

Page 4
MP-9

July 12, 2016

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

Five feet of right of way must be dedicated to the city along the full frontage of the area of request along both North White Oak Street and North Cedar Drive. These right of way dedications are reflected on the Minor Plat. 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:

The fire department has reviewed the application for MP-9 located at 1001 N. Cedar Drive. Future development must meet the provisions of Chapter 15 of the Municipal Code.

Staff Comments:

The applicant is making this request in order to create 3 separate parcels. The applicant intends to keep the lots residential and sell them for residential development. There is currently one single family residence on proposed parcel 1. That residence is intended to remain on the parcel.

As noted in the history section of this report, a preliminary plat in the same area of request was heard by the Planning Commission and City Council several times in late 2013 and once in early 2014. The Caliber Estates Preliminary Plat proposed 14 single family residential lots. The application requested waivers to the half street and sidewalk improvements. Neighbors in the area of request protested the number of lots due to the traffic the development would bring to the already narrow streets. The neighbors did not support the waivers to the half street improvements due to the number of lots proposed. The City Council voted to approve the preliminary plat but denied the waivers to the street and sidewalk required improvements. A final plat application was never applied for or subsequently heard by the Planning Commission and City Council.

The applicant is requesting a waiver to the street improvements required under the 2012 Midwest City Subdivision Regulations. Staff is agreeable to this request as both North White Oak and Cedar Drive are both unimproved from NE 10th Street to the south beyond the border of the area of request. As both streets are unimproved both to the north and south of the area of request, staff agrees with this request. The applicant is also requesting a waiver to the sidewalk requirements of the 2012 Subdivision Regulations. Staff is also agreeable to this request as there is not a sidewalk to the north or south of the proposed development on neither North White Oak or Cedar Drive.

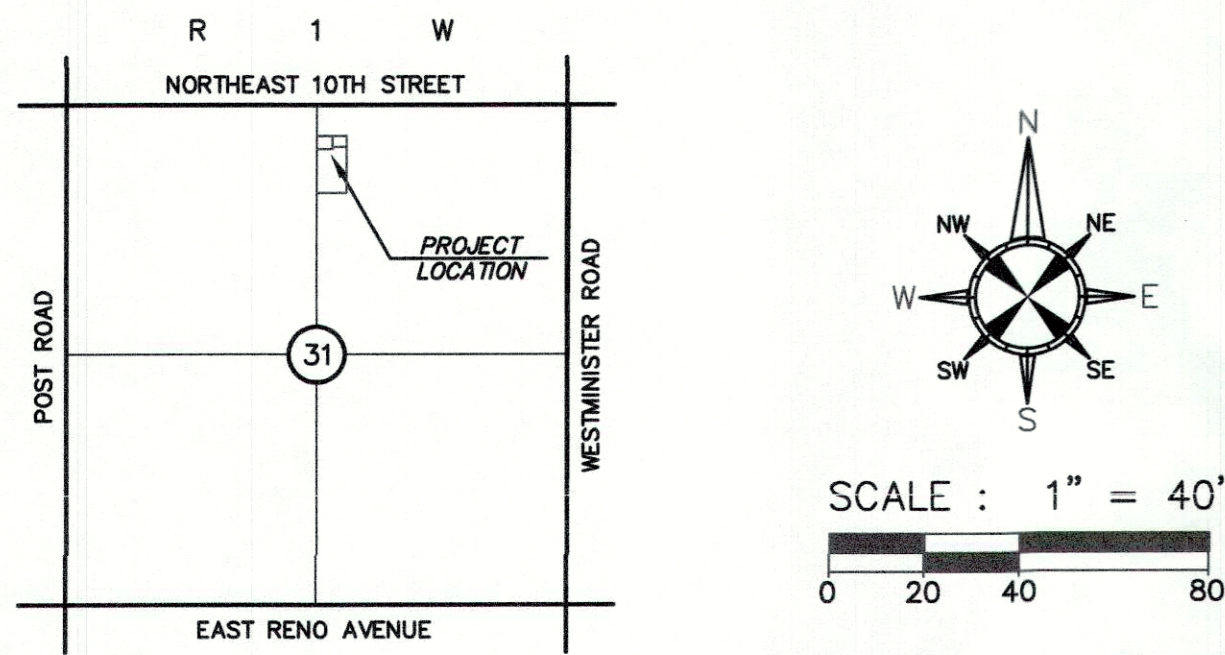
As this request conforms to the standards set forth in the 2012 Subdivision Regulations, the 2010 Zoning Ordinance and is in harmony with the 2008 Comprehensive Plan, staff recommends approval subject to the comments within MP-9 file.

Action Required: Approve or reject the Fontenot-Hall Minor Plat along with the requested waivers to the requirements for street improvements and sidewalk requirements for the property located as noted herein, subject to the staff comments and found in the June 28, 2016 agenda packet and made a part of MP-9 file.



Billy Harless, AICP
Community Development Director

KG



MINOR PLAT OF FONTENOT-HALL SUBDIVISION A PART OF THE NE/4, SECTION 31, T12N-R1W, I.M. MIDWEST CITY OKLAHOMA COUNTY, OKLAHOMA

PROPERTY DESCRIPTION

(BEING ALL OF PARCELS 1, 2, & 3)

A TRACT OF LAND IN THE WEST (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 12 NORTH, RANGE 1 WEST OF THE INDIAN MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 330 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF SAID SECTION; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 310 FEET TO A POINT; THENCE SOUTH 600 FEET TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 310 FEET TO A POINT; THENCE NORTH 600 FEET TO THE POINT OR PLACE OF BEGINNING. (DEED BOOK 10127, PAGE 1170)

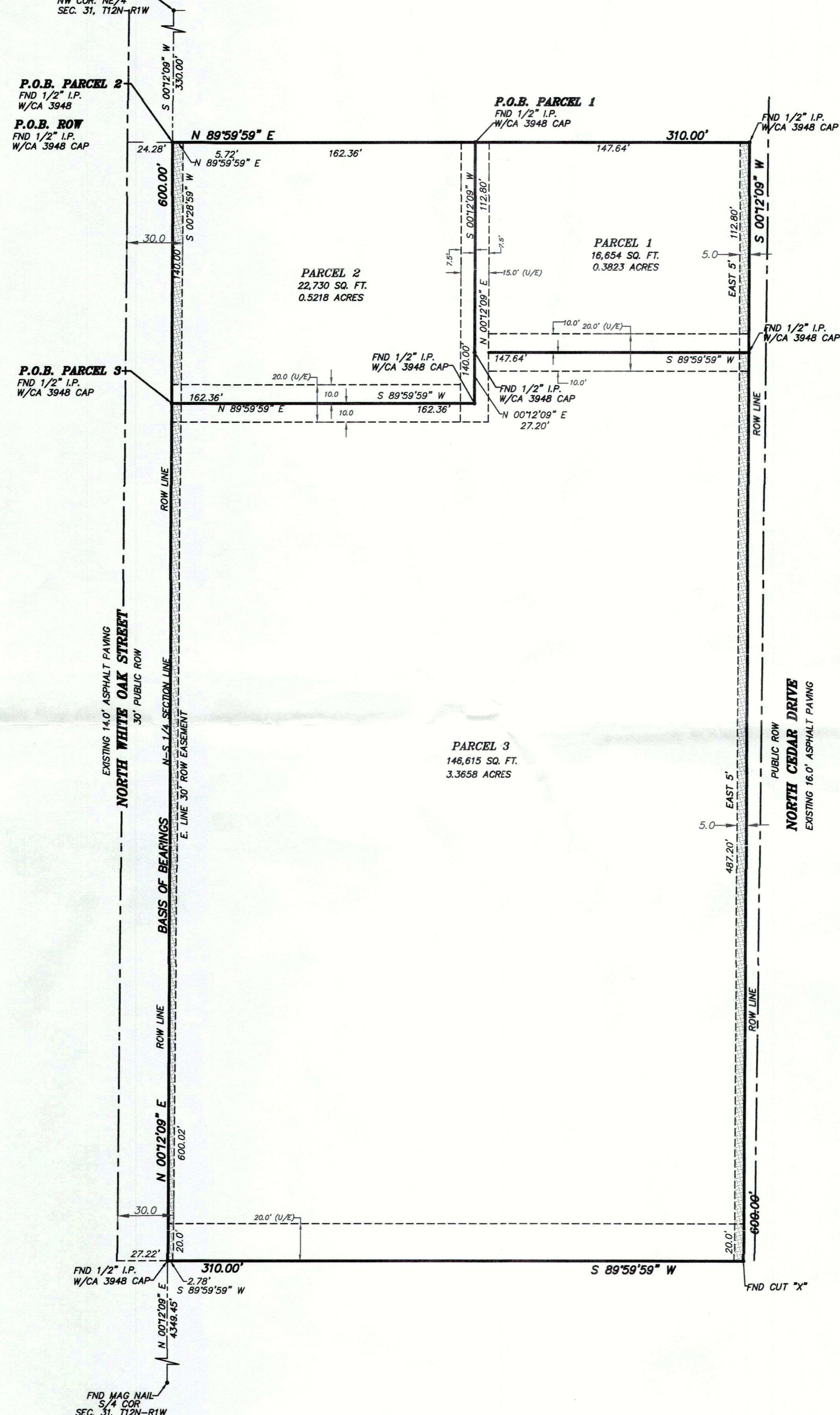
P.O.C. ALL DESCRIPTIONS

FND. MAG. NAIL
NW COR. NE/4
SEC. 31, T12N-R1W

P.O.B. PARCEL 2
FND 1/2" I.P.
W/CA 3948

P.O.B. ROW
FND 1/2" I.P.
W/CA 3948 CAP

P.O.B. PARCEL 3
FND 1/2" I.P.
W/CA 3948 CAP



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL BY THESE PRESENTS: That we the undersigned FONTENOT SUBDIVISION do hereby certify that we are the owners of and the only person or persons corporation or corporations having the right title or interest in the land shown on the annexed of Parcels 1, 2, & 3 FONTENOT SUBDIVISION to the Oklahoma County, Oklahoma. That they have caused the same to be surveyed and platted into Parcels and easements as shown on the annexed plat. I further certify that it dedicates all streets, easements and rights of way as shown on said plat for the uses shown, for successors and assigns forever and has caused the same to be released from encumbrances so that the title is clear, except as shown in the bonded abstractors certificate hereon.

ATTEST: _____
TODD M. HALL

ATTEST: _____
HAROLD M. FONTENOT

OWNERS NOTARY

Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared _____ to me known to be the identical person who signed the name of the maker to this instrument and acknowledged by me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.
My Commission #: _____ My Commission Expires _____

Notary Public

Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared _____ to me known to be the identical person who signed the name of the maker to this instrument and acknowledged by me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.
My Commission #: _____ My Commission Expires _____

Notary Public

BONDED ABSTRACTORS CERTIFICATE

The undersigned duly qualified abstractor in and for said County and State hereby certifies that according to the records of said County, title to the land shown on the annexed plat of FONTENOT-HALL SUBDIVISION a part of the NE/4 of Section 31, T12N-R1W of the I.M. Midwest City, Oklahoma County, Oklahoma appears to be vested in _____ on this _____ day of _____ 2015 unincumbered by pending actions, judgments, liens, taxes and other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____ 2015
TITLE COMPANY

CERTIFICATE OF APPROVAL

I _____ chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of FONTENOT-HALL SUBDIVISION, Midwest City, Oklahoma, this _____ day of _____ 2015

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of FONTENOT-HALL SUBDIVISION, Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____ 2015

ATTEST:

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I _____ City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or structured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of FONTENOT-HALL SUBDIVISION OF MIDWEST CITY, OKLAHOMA

Signed by the City Clerk on this _____ day of _____ 2015

CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I _____ hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year _____, and all prior years on the land shown on the annexed plat of FONTENOT-HALL SUBDIVISION, an addition to the City of Midwest City, Oklahoma County, Oklahoma. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this _____ day of _____ 2015

COUNTY TREASURER

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me the undersigned, a Notary Public and for the County and State on the _____ day of _____ 2015, personally appeared James M. Powers PLS, RPLS CFedS to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

NOTARY PUBLIC

I James M. Powers do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of FONTENOT-HALL SUBDIVISION, an addition to the City of Midwest City, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 27th day of August 2010, and that monuments shown thereon actually exist and their positions are correctly shown, that this survey meets the Oklahoma Minimum Standards for practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title II Section 41-108 of the Oklahoma State Statutes.

James M. Powers PLS, RPLS, CFedS
Registration No.: 1484
In the State of Oklahoma
Date of Survey: 8/27/2010

NOTES:

- (1) The bearing of N 00°12'09" E, as shown on the west line of the Northeast Quarter of Section 31, was used as the basis of bearing for the purpose of this survey.
- (2) (C) Indicates Monuments Set
- (3) U/E & D/E Indicates Utility Easements and Drainage Easements (Created by this Plat)
- (4) The units of measurement shown for all dimensions on the Final Plat is " FEET "

MONUMENT LEGEND

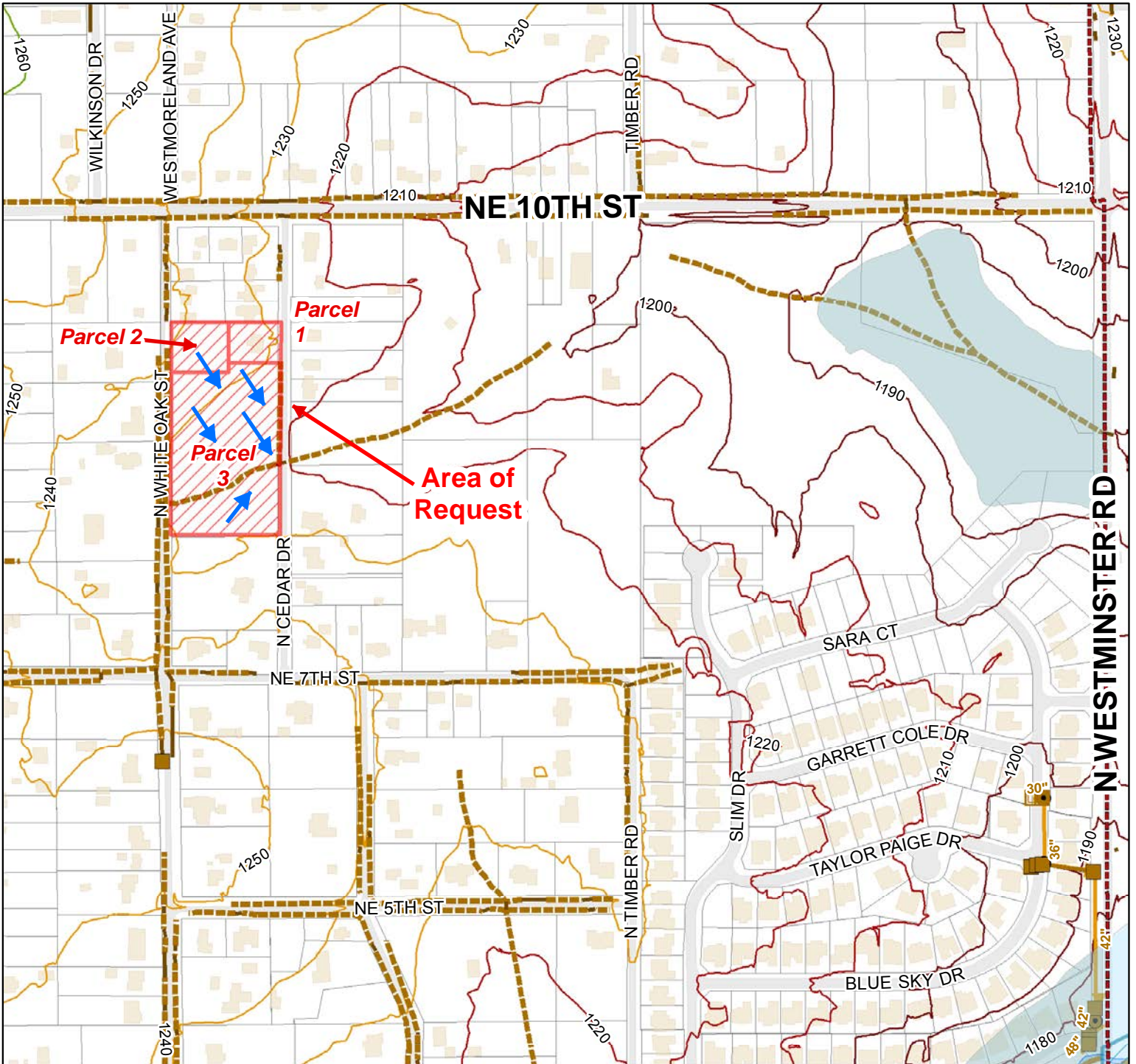
- - 1/2" IRON PIN SET W/CA 3948
- - MONUMENT FOUND AS DESCRIBED

SYMBOL LEGEND		LIST OF ABBREVIATIONS	
▲ A.C. PAD	☀ GROUND LIGHT	— ROP HEADWALL	FND - FOUND
⊙ AIR VALVE	⊙ GROUND ROD	— ROAD SIGN	IP - IRON PIN
⊙ AUTO-SPRINKLER	⊙ GUARD POST	— SANITARY	B/L - BUILDING LINE
⊙ BENCHMARK	⊙ QUAD ANCHOR	— STORM	SETBACK
⊙ BORE HOLE	⊙ HANDICAPPED PARKING	⊙ SEWER MH	BLDG. - BUILDING
⊙ BUSH	⊙ IRON GRATE	⊙ UNDERGROUND TANK ACCESS	BLVD. - BUILDING
⊙ CLEAN OUT	⊙ MAIL BOX	⊙ TELE. MH	BRNG. - BEARING
⊙ ELEC. METER	⊙ ELEC. METER	⊙ TELE. PED.	D/L - CENTER LINE
⊙ ELEC. PED.	⊙ ELEC. TRANS.	⊙ TRAFFIC SIGNAL LIGHT	CONC. - CONCRETE
⊙ ELEC. TRANS.	⊙ FIRE HYDRANT	⊙ TRAFFIC CONTROL BOX	DIA. - DIAMETER
⊙ FIRE RISER	⊙ FLAG POLE	⊙ TREE	DIST. - DISTANCE
⊙ GAS METER	⊙ GAS VALVE	⊙ UNDER. TELE. MARKER	ESMT. - EASEMENT
⊙ GAS VALVE	⊙ GATE	⊙ MON. SET	F.F. - FINISHED FLOOR
⊙ GENERATOR	⊙ BARBED WIRE FENCE	⊙ AS DESCRIBED	FCE - FENCE
⊙ ROAD CENTERLINE	⊙ OVERHEAD ELECTRIC LINE	⊙ MON. SET AS DESCRIBED	FL - FLOW LINE
⊙ STOCKADE FENCE	⊙ SUBJECT BOUNDARY LINE	⊙ MON. SET AS DESCRIBED	GEN - GENERATOR
⊙ UNDERGROUND COMMUNICATIONS	⊙ UNDERGROUND ELECTRIC	⊙ MON. SET AS DESCRIBED	G/R - GAS REGULATOR
⊙ UNDERGROUND SANITARY SEWER	⊙ UNDERGROUND OIL PIPE LINE	⊙ MON. SET AS DESCRIBED	HC - HANDICAPPED
	⊙ UNDER. WATER	⊙ MON. SET AS DESCRIBED	M - MEASURED
		⊙ MON. SET AS DESCRIBED	ND - NORTH
		⊙ MON. SET AS DESCRIBED	PL - PLANTER
		⊙ MON. SET AS DESCRIBED	R - RECORD DIMENSION
		⊙ MON. SET AS DESCRIBED	R.O.W. - RIGHT-OF-WAY
		⊙ MON. SET AS DESCRIBED	RD - ROOF DRAIN
		⊙ MON. SET AS DESCRIBED	RET. - RETAINING
		⊙ MON. SET AS DESCRIBED	SN - SANITARY
		⊙ MON. SET AS DESCRIBED	STAT. - STATUTORY
		⊙ MON. SET AS DESCRIBED	TR - TOP OF RM
		⊙ MON. SET AS DESCRIBED	TRANS - TRANSFORMER
		⊙ MON. SET AS DESCRIBED	TYP. - TYPICAL
		⊙ MON. SET AS DESCRIBED	U/C - UNDERGROUND
		⊙ MON. SET AS DESCRIBED	W/SS - WITH UNDERGROUND SERVICE

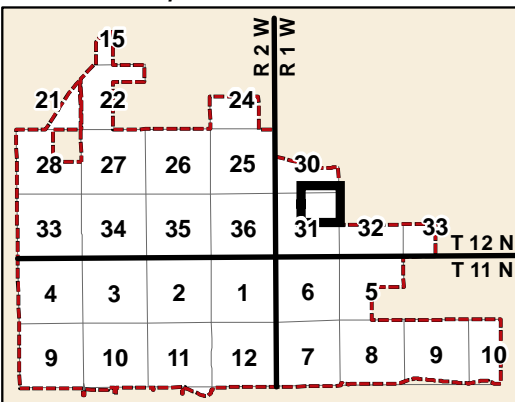
Prepared for:
FONTENOT-HALL SUBDIVISION
North Cedar Drive
Oklahoma City, OK
















RED PLAINS SURVEYING COMPANY
Survey Prepared by:
Red Plains Surveying Company
1917 S. Harvard Avenue
Oklahoma City, OK 73128
Phone: 405.603.7842 - Fax: 405.603.7852
Email: comments@rpsurveying.com
OKLAHOMA CA. NO. 3948 EXPIRES 6/30/17

Project No.: 15-459-01P
Draw: FC
Check: ERH
Scale: 1"=40'
Date: 10/23/2015
Sheet No.: 1 of 11

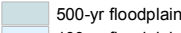
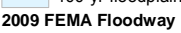
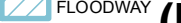



Locator Map

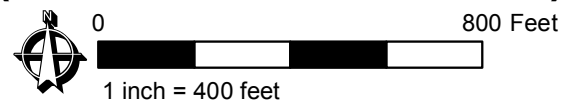


- Drainage Legend**
-  Curb Inlets
 -  Inlets
 -  Junction Box
 -  Culverts
 -  Flumes
 -  Developed Channels
 -  Trickle Channels
 -  Undeveloped Channels
 -  Storm Lines
 -  Creeks
- ELEVATION**
-  1166-1204 ft
 -  1204-1228 ft
 -  1228-1250 ft
 -  1250-1278 ft
 -  1278-1324 ft

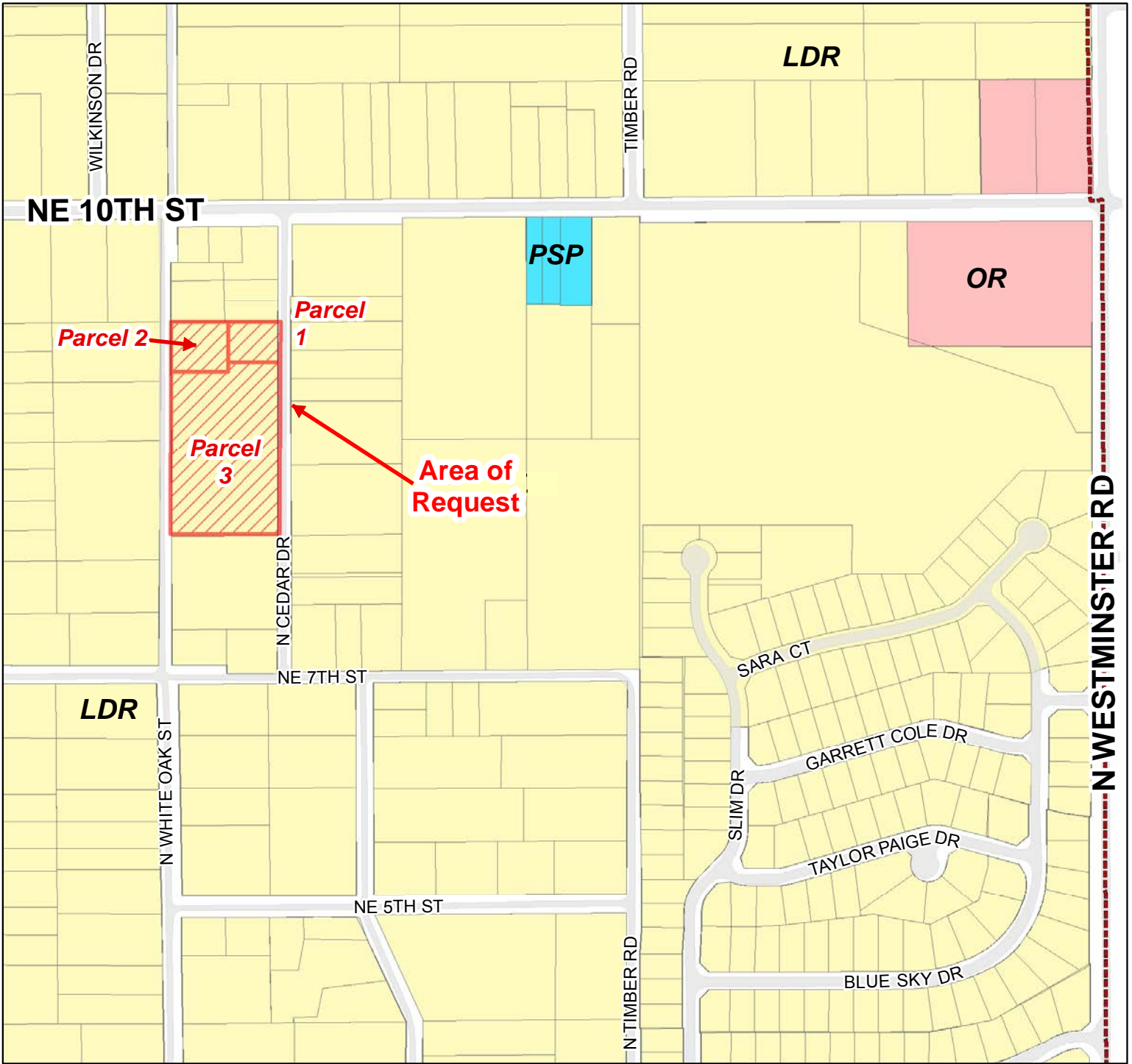
2009 FEMA Floodplains

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

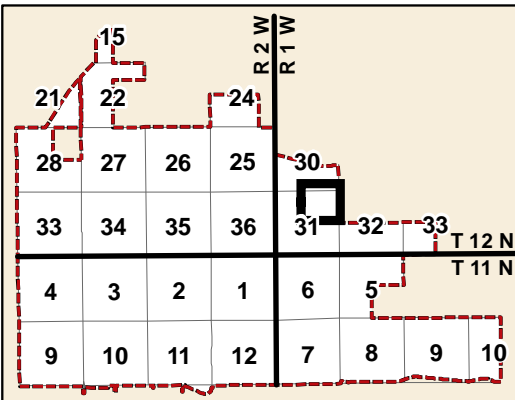
DRAINAGE LOCATION MAP FOR MP-9 (NE/4, Sec. 31, T12N, R1W)













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



Locator Map

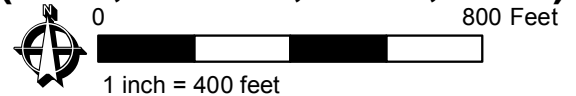


Future Land Use Legend

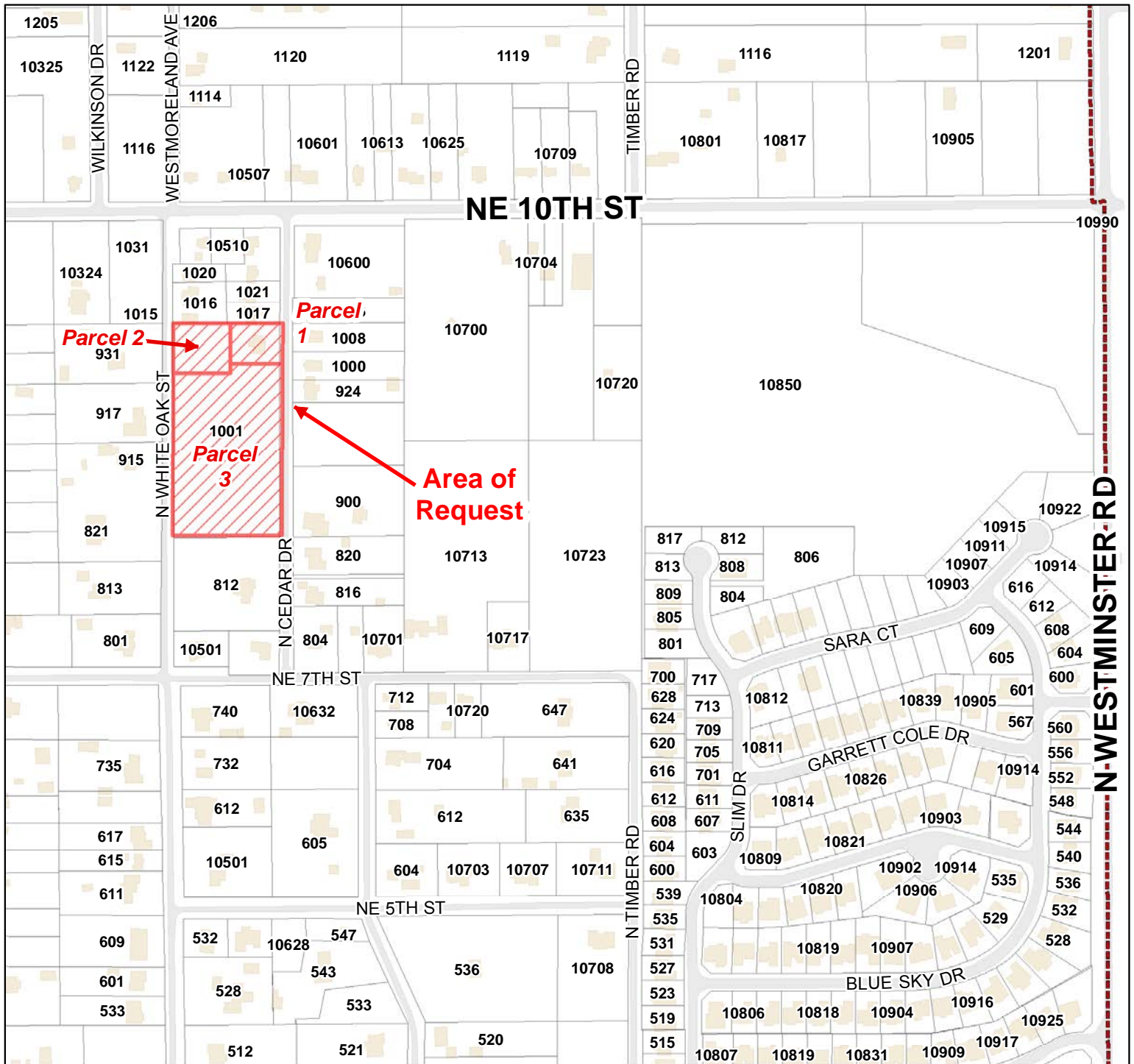
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
MP-9**

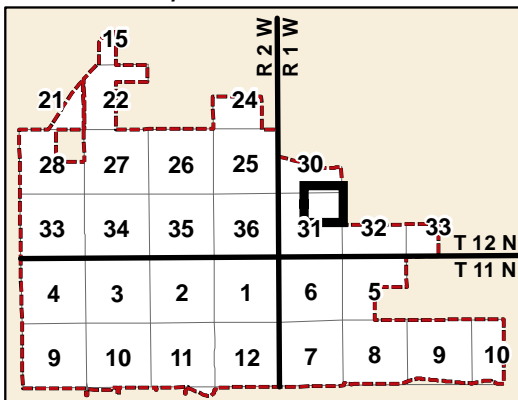
(NE/4, Sec. 31, T12N, R1W)








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



Locator Map



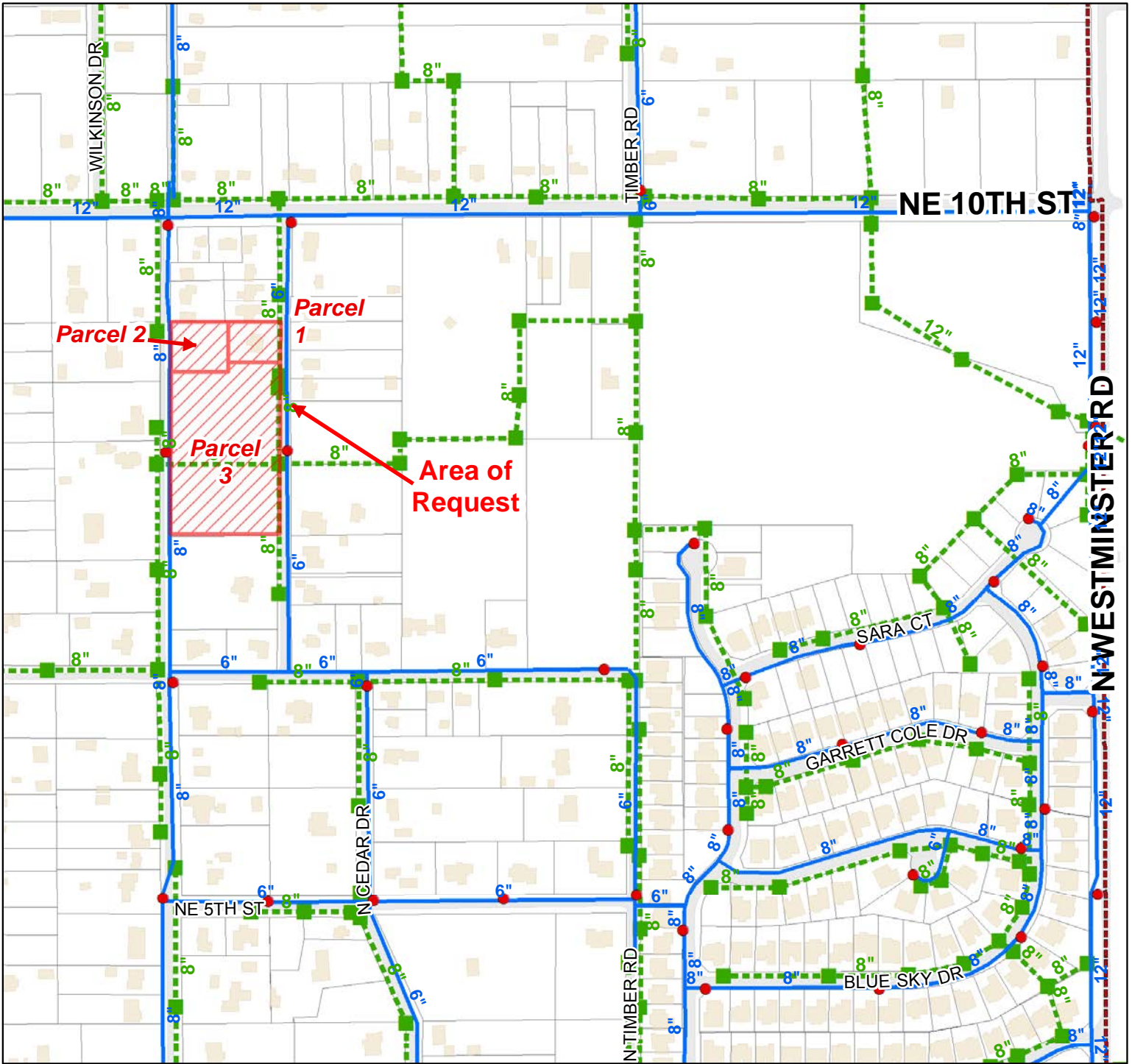
General Map Legend

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

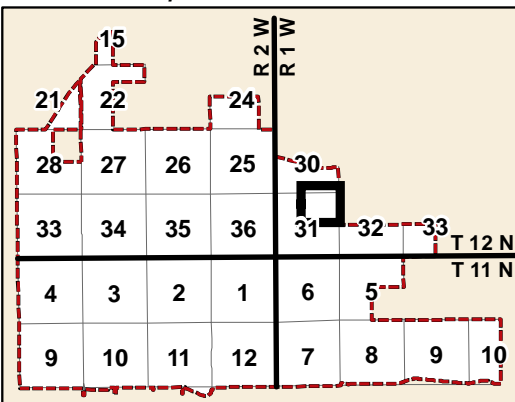
GENERAL MAP FOR MP-9 (NE/4, Sec. 31, T12N, R1W)



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



Locator Map

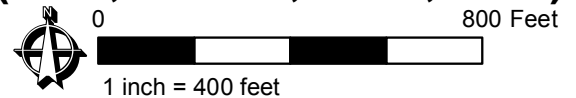


Water/Sewer Legend

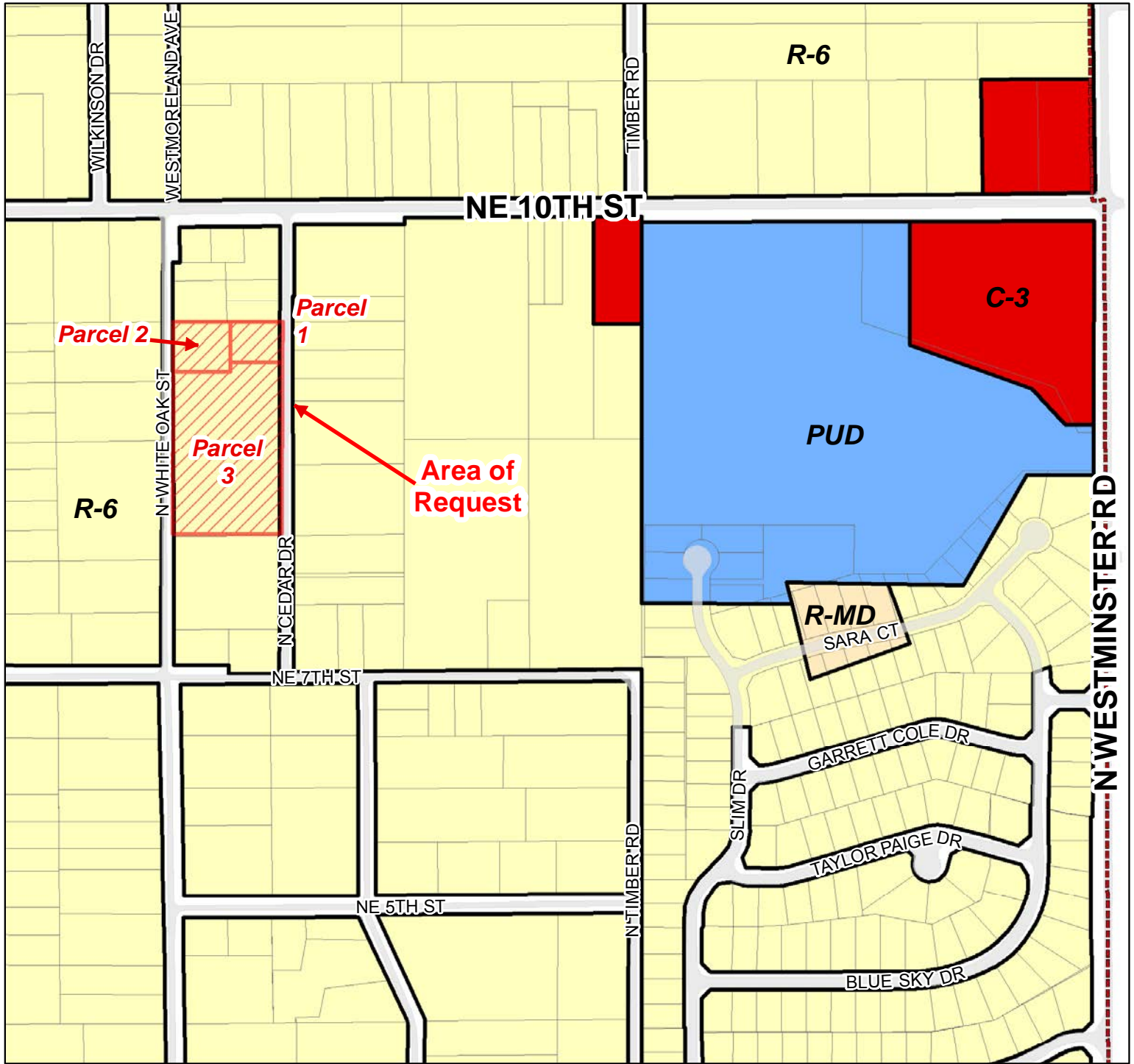
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
MP-9**

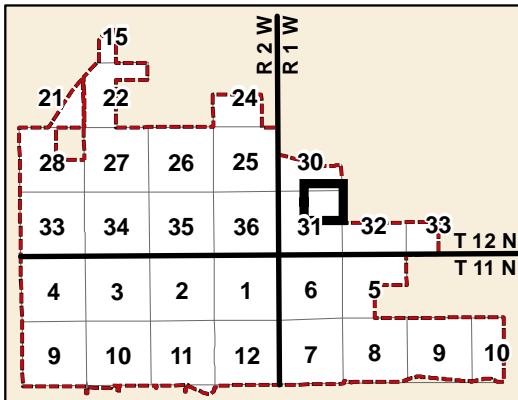
(NE/4, Sec. 31, T12N, R1W)



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



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-9 (NE/4, Sec. 31, T12N, R1W)



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

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 12, 2016

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, by amending Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, Section 15-15, Fire lanes, Section 15-15, Blocking fire hydrants and fire department connections, Section 15-22, Location of fire hydrants, Section 15-24, Smoke detectors, and Section 15-26, Access and operational standards for controlled access gates and gated subdivisions; by amending Article II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required; by amending Article II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; recovery of costs; by amending Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56, Amendments; by amending Article III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-61, Adopted; by amending Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-72, Alarm and detection systems plan review; fee, and Section 15-73, Sprinkler systems; by amending Article IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, and Section 15-101, Permit required; fees, and by amending Article IV, Open Burning, by repealing Section 15-104, Burn pit defined; inspection; revocation of permit; establishing an effective date; and providing for repealer and severability. (This item was published under the Further Information portion of the May 24, 2016 Council agenda.)

Staff respectfully requests that the Council accept and approve the amendments and clarifications made to Midwest City Code of Ordinances Chapter 15 Fire Protection and Prevention. The edits and clarifications have no financial impact, but are necessary to provide better definition. There are however, financial changes being recommended to the following: *Article IV. – Open Burning Sec. 15-104 Burn pit defined; inspection; revocation of permit* will be removed entirely. This section allows for residents to construct a burn pit for the purposes of burning trees, branches, and shrubs if built to certain specifications. This section provided for a 5 year permit (if built and passed fire code official inspection, and payment of \$10 was submitted). Less than 10 permits have been issued over the last several years and staff feels this causes confusion with

commercially available burn pits from retailers. *Article III.- Fire Prevention Codes and Standards Division 4.-Fire Suppression and Detection Systems Sec. 15-72(d) Alarm and detection systems plan review; fee.* Staff recommends increasing the permit fee from \$50 to \$54.00 to reflect the mandated State of Oklahoma fee of \$4.00 and increasing the per square foot fee from one cent (\$0.01) to two cents (\$0.02) when reviewing fire alarm plans. And to add a provision where by the fire code official reserves the right to charge a \$50 fire alarm site re-inspection fee at his/her discretion. *Article III.- Fire Prevention Codes and Standards Division 4.-Fire Suppression and Detection Systems Sec. 15-73(h) Sprinkler systems.* Staff recommends increasing the permit fee from \$50 to \$54.00 to reflect the mandated State of Oklahoma fee of \$4.00 and increasing the price per square foot fee from one cent (\$0.01) to two cents (\$0.02) when reviewing fire sprinkler plans. And to add a provision where by the fire code official reserves the right to charge a \$50 fire sprinkler site re-inspection fee at his/her discretion. These price per square foot increases are still less than the State of Oklahoma Fire Marshal office charges for similar services.

As requested by the Mayor, he met with Chief Norton, the City Attorney and the Fire Marshal to discuss the changes. The Mayor and staff are in agreement with the ordinance as presented.

Staff recommends approval.



Bert Norton, Fire Chief

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION, BY AMENDING ARTICLE II, IN GENERAL, DIVISION 1, GENERALLY, SECTION 15-13, COMPLIANCE WITH ORDERS, SECTION 15-15, FIRE LANES, SECTION 15-15, BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS, SECTION 15-22, LOCATION OF FIRE HYDRANTS, SECTION 15-24, SMOKE DETECTORS, AND SECTION 15-26, ACCESS AND OPERATIONAL STANDARDS FOR CONTROLLED ACCESS GATES AND GATED SUBDIVISIONS; BY AMENDING ARTICLE II, IN GENERAL, DIVISION 2, FIREWORKS, SECTION 15-33, PERMITS; INSURANCE REQUIRED; BY AMENDING ARTICLE II, IN GENERAL, DIVISION 3, HAZARDOUS MATERIALS, SECTION 15-41, HAZARDOUS MATERIALS CLEANUP; RECOVERY OF COSTS; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 2, FIRE PREVENTION CODES, SECTION 15-56, AMENDMENTS; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 3, NFPA NATIONAL FIRE CODES, SECTION 15-61, ADOPTED; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 4, FIRE SUPPRESSION AND DETECTION SYSTEMS, SECTION 15-72, ALARM AND DETECTION SYSTEMS PLAN REVIEW; FEE, AND SECTION 15-73, SPRINKLER SYSTEMS; BY AMENDING ARTICLE IV, OPEN BURNING, SECTION 15-100, OPEN BURNING PROHIBITED; EXCEPTIONS, AND SECTION 15-101, PERMIT REQUIRED; FEES, AND BY AMENDING ARTICLE IV, OPEN BURNING, BY REPEALING SECTION 15-104, BURN PIT DEFINED; INSPECTION; REVOCATION OF PERMIT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, is hereby amended to read as follows:

It shall be unlawful for Any person to shall not willfully fail or refuse to comply with any lawful order or direction given by the fire official of the fire chief in charge at the scene of a fire or other emergency involving the protection of life and property or to interfere with the compliance attempts of another individual.

SECTION 2. The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-15, Fire lanes, is hereby amended to read as follows:

(a) It shall be unlawful for any person to park a vehicle, whether attended or unattended, in a fire lane or otherwise obstruct fire lanes in the city.

(b) ~~For the purposes of this section, a~~ A fire lane shall mean any thoroughfare ~~eighteen (18) twenty (20)~~ eighteen (18) twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided, the entire width of a fire lane on the same site may be used to determine horizontal separation between two (2) or more structures.

(c) Fire lanes shall be designed, adequately marked and maintained by the property owner or its occupant to ensure proper utility and drainage at all times. Fire lanes shall be kept clear at all times of vehicles or obstructions and marked with signs, measuring at least twelve inches by eighteen inches (12" x 18"), reading "FIRE LANE—DO NOT BLOCK" or "FIRE LANE—NO PARKING." The signs shall have a reflective background and shall contain red lettering at least two (2) inches in height. The signs shall be spaced at intervals not to exceed sixty (60) feet in distance. Where authorized by the appropriate fire official, in lieu of the required signs, curbs may be painted red with the words "FIRE LANE—DO NOT BLOCK" or "FIRE LANE—NO PARKING" lettered in white four (4) inch letters and spaced at intervals over a total distance not to exceed sixty (60) feet.

1
2 **SECTION 3.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-15, Blocking fire hydrants and fire department connections, is hereby amended to read as follows:
3

4 (a) It shall be unlawful to obscure from view, damage, deface, obstruct or restrict
5 the access to any fire hydrant or any fire department connection for the pressurization of fire
6 suppression systems, including fire hydrants and fire department connections, located on
7 public or private streets and access lanes or on private property. Examples of such prohibited
8 obscuration include, but are not limited to, the following: shrubs, hedges, flowers, fences,
9 rubbish, building material or other obscuration of any character that is placed within a radius
10 of five (5) feet from any fire hydrant and/or fire department connection.

11 (b) If, after notice of violation is provided, all obscurations are not removed, the
12 city shall proceed to remove them. All costs incurred in the performance of work necessary
13 for the removal shall be charged to the owner or occupant of the property on which the viola-
14 tion is occurring.

15 (c) All hydrants on public property within the city shall be painted ~~chrome yellow~~
16 red. Private hydrants located on or near a public street shall be painted ~~red~~ yellow. All hy-
17 drants installed for the sole purpose of serving as a "blow-off" for the utilities department
18 shall be painted ~~dark blue~~ the same color as public hydrants.

19 (d) Any person violating this section shall be punished, upon conviction, by a fine
20 of not more than one hundred dollars (\$100.00), plus costs, or by imprisonment for not more
21 than fifteen (15) days or by both such fine and imprisonment.

22 **SECTION 4.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-22, Location of fire hydrants, is hereby amended to read as follows:
23

24 (a) The placement of all new fire hydrants shall be made only with the ap-
25 proval of the appropriate fire official.

26 (ba) Fire hydrants shall be located and so spaced that no hose lay from a fire appa-
27 ratus exceeds five hundred (500) feet within areas containing one- and two-family detached
28 dwellings. Such dwellings located in areas not served by city water may qualify for the fol-
29 lowing exceptions:

30 (1) Those having installed an approved residential sprinkler system per
31 NFPA 13D;

32 (2) Those having installed an approved fire detection and alarm system
33 per NFPA 72 that is continuously monitored by a central station.

34 (bc) In all areas except those containing only one- and two-family detached dwell-
35 ings, fire hydrants shall be located in such a manner that no hose line will exceed four hun-
dred (400) feet in length to reach any accessible portion of the exterior of any building and is
dependent on the ability to place an apparatus in such a manner necessary to utilize said hy-
drant. Distance shall be measured by the lay of the hose, not by line of sight.

(de) Within all other areas, including but not limited to, mercantile, business, edu-
cational, assembly, detention and correctional, health care, storage, industrial and multi-
family dwellings, the maximum spacing shall be no more than four hundred (400) feet.
Buildings of noncombustible or limited combustible construction, protected by a complete
automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be
protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Dis-
tance shall be measured by the lay of the hose, not by line of sight.

1 (ed) In areas of commercial development, fire hydrants shall be located in a suffi-
2 cient number and manner to supply the required flow, per the adopted edition of International
3 Fire Code requirements, for a structure and its exposures or supply adequate water for the fire
sprinkler system.

4 (ef) Structures that exceed the fire department's minimum ~~minimum~~ fire flow capa-
5 bility shall be protected throughout by an automatic fire sprinkler system.

6 (gf) A fire hydrant shall be located within fifty (50) feet of all fire department
7 standpipe or sprinkler connections.

8 (hg) No more than one (1) fire hydrant may be located on any dead-end water main
9 (except when serving only as a utility blow-off). A fire hydrant located on a dead-end water
10 main may not be positioned further than three hundred (300) feet from a looped water supply
11 source. However, up to two (2) additional hydrants may be added to a dead-end main if the
main size is eight (8) inches or greater, and the arrangement is approved by the appropriate
fire official and the additional hydrants are proven to be hydraulically acceptable for fire de-
partment use.

12 **SECTION 5.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
13 cle II, In General, Division 1, Generally, Section 15-24, Smoke detectors, is hereby amended to read
14 as follows:

15 (a) The owner of each single-family dwelling, including mobile homes, shall in-
16 stall and the occupant shall maintain a smoke detector or detectors in accordance with the na-
tionally recognized codes, standards or practices adopted by the city to safeguard life and
property from the hazards of smoke and fire.

17 (b) Any entity owning a building or structure used as a one-or two-family dwell-
18 ing, hospital, church, theater, hotel, motel, rooming house, dormitory, rest home or nursing
19 home, day care center, day nursery, convalescent auditorium or child care institution, existing
20 or constructed in the city, including "manufactured home" as that term is defined in ~~Section~~
~~1102 of Title 47 of the Oklahoma Statutes~~, shall install and maintain in such building or
21 structure or individual units therein a smoke detector or heat detectors in accordance with the
22 nationally recognized codes, standards or practices adopted by the city to safeguard life and
property from the hazards of smoke and fire.

23 (c) Any entity that leases or rents any residential property shall explain to the les-
24 see or tenant the method of testing the smoke detector to ensure that it is working properly.
Thereafter, the responsibility for checking a smoke detector to determine whether such detec-
25 tor is working properly is the occupant ~~tenants or lessees~~.

26 (d) For the purpose of this section, the term "smoke detector" means a device that
is:

- 27 (1) Designed to detect visible or invisible products of combustion; and
28 (2) Designed to sound an alarm audible to the room or area it serves; and
29 (3) Powered by either battery, alternating current or other power source;
30 and
31 (4) Tested and listed for use as a smoke detector by a recognized testing
32 laboratory such as Underwriters Laboratories, Factory Mutual Re-
search Corporation or United States Testing Co., Inc.

33 (e) It shall be unlawful for an occupant of a dwelling or building to intentionally
34 or negligently interfere with or damage a smoke detector or its proper functioning.

35 (f) The provisions of this section shall supersede any less restrictive provisions of
the city's building code.

1
2 (g) ~~In~~Where a dwelling ~~that is not occupied by its owner and~~ is occupied by an individual who is deaf or hearing impaired the owner shall, upon written request by or on behalf of such individual, provide and install a smoke detector with a light signal sufficient to warn the deaf or hearing-impaired individual of the danger of fire.

3
4
5 (h) ~~All~~Any newly constructed residential properties shall have a smoke detector that is continuously powered by the property's electrical service with battery back-up.

6
7 (i) Any person who violates any provision of this section, including any person who tampers with, removes, destroys, disconnects or removes power from any installed smoke detector, except in the course of inspection, maintenance or replacement of the detector, upon conviction, is guilty of a misdemeanor and may be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00), plus costs.

8
9
10 **SECTION 6.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-26, Access and operational standards for controlled access gates and gated subdivisions, is hereby amended to read as follows:

11
12 (a) Definitions.

13 (1) Gated communities shall be defined as all housing developments, apartment complexes, townhouse complexes and other areas where one (1) or more controlled access devices affects the health, safety and welfare of the ~~community's residents~~ public and their property. A single-family residence with a gated driveway shall not be subject to the standards and regulations pertaining to gated communities.

14
15
16 (2) Emergency rapid access devices shall be defined as rapid access key boxes, keyed switches and keyed padlocks and other UL listed devices approved by the appropriate fire official designed to gain access to a gated community in an emergency.

17
18 (3) Controlled access device shall be defined as a UL listed and approved device that restricts access to a gated community.

19
20
21 (b) All new and existing gated communities shall install and maintain emergency rapid ~~access~~entry devices.

22
23 (c) All newly gated communities shall install an emergency rapid access device prior to the operation of any controlled access device. Such emergency rapid access device and location thereof must be approved by the appropriate fire official prior to installation or use.

24
25 (d) No public street shall be obstructed. Use of a controlled access device will only be allowed for private streets and private parking lots.

26
27 (e) The controlled access device shall be located a sufficient distance from a public street to allow three (3) cars to line up at the controlled access device without interfering with vehicles utilizing the public street; however, in no case shall the controlled access device be located closer than fifty (50) feet from the curb or edge of pavement of a public street.

28
29 (f) A turnaround lane, a minimum of fourteen (14) feet in clear width, shall be provided for vehicles unable to enter the gated area.

30
31 (g) Road spikes, barbs or other tire damaging devices shall not be allowed.

32
33 (h) All circulation plans for this type of development shall be subject to approval by the city council which may require multiple entrances if circumstances dictate.

1
2 (i) Standards adopted by the city for streets, sidewalks, fire lanes, fire hydrants
3 and other engineering and development requirements shall apply to all gated communities.
4 Any required hydrant(s) for any gated community shall be installed inside the controlled ac-
5 cess device unless otherwise directed by the appropriate fire official.

6 (j) A homeowners association shall be established for all gated communities. The
7 homeowners association shall be responsible for:

8 (1) Providing the names, addresses and emergency contact numbers of all
9 homeowners association officers to the city's emergency operations
10 center (911 Center). If no homeowners association is established or it
11 refuses to act, the gated community shall be the responsibility of the
12 developer;

13 (2) Maintenance and repairs of the private streets and/or fire lanes in a
14 manner that is acceptable to the city;

15 (3) Maintenance, testing and repairs of all functions of the controlled ac-
16 cess device;

17 (4) Establishing the access code to the controlled access device and en-
18 suring that the city's emergency operations center has the proper code
19 number. The code shall not be changed without prior notification to
20 the city's emergency operations center;

21 (5) Accompanying an appropriate fire official during annual inspection
22 and any testing of the operating systems; and

23 (6) Ensuring year round maintenance of the controlled access device.

24 (k) An emergency release hitch pin shall be installed on the control arm. This
25 hitch pin, when removed, will detach the control arm from the controlled access device and
26 allow the controlled access device to swing open freely manually.

27 (l) A battery backup system shall be provided for each controlled access device.
28 The batteries shall be trickle charged to maintain electrical energy and, in the event of loss of
29 normal electrical current, cause the controlled access device to open and stay open until reset.

30 (m) The location of all entrance pedestals, key pads, hitch pins, operation of gate
31 signage, opening design, swinging or sliding operation of the controlled access device, relat-
32 ed equipment or other design specifications shall be constructed and installed in accordance
33 with the plans approved by the city.

34 (n) Should any problem occur in the operation of the controlled access device or
35 any violation of this section occur, the controlled access device shall remain open until the
problem or violation is resolved and/or the controlled access device is repaired and tested by
the appropriate fire official.

(o) When a covered entry is requested, the minimum height shall be no less the
sixteen (16) feet.

(p) The contractor's name, current address, twenty-four-hour telephone numbers,
and the developer, homeowner's representative, or responsible property owners' name, ad-
dress and emergency telephone numbers shall be kept on file at the city's emergency opera-
tions center. The appropriate fire official shall conduct an annual inspection.

(q) The minimum clear width of all gates subject to this section shall be 15 feet.

1 (r) All new commercial construction and gated communities and business in the
2 city shall provide an approved emergency rapid access device or key box.

3 **SECTION 7.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
4 cle II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required, is hereby
5 amended to read as follows:

6 (a) The appropriate fire official may adopt reasonable rules and regulations for
7 the granting of permits for supervised public displays of fireworks by associations, amuse-
8 ment parks and other organizations or group of individuals. Such permits may be granted up-
9 on application to the appropriate fire official and ~~the filing of a bond by the applicant as pro-~~
10 ~~vided herein.~~ proof of general liability insurance in the amount of at least \$1,000,000. Every
11 such display shall be accomplished by a competent operator approved by the appropriate fire
12 official and shall be of such composition and character, and so located, discharged or fired, in
13 the opinion of the appropriate fire official, after proper inspection, that it shall not be unduly
14 hazardous to property or endanger any person.

15 (b) Applications for permits must be made in writing at least thirty (30) days prior
16 to the display. After such permit has been granted, sale, possession, use and distribution of
17 fireworks for such display shall be lawful for that purpose only. No permit granted hereunder
18 shall be transferable.

19 (c) ~~The permittee, as a condition of the permit, shall post a bond in the sum of not~~
20 ~~less than one hundred thousand dollars (\$100,000.00) conditioned on compliance with the~~
21 ~~provisions of this section and other applicable codes.~~

22 **SECTION 8.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
23 cle II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; re-
24 covery of costs, is hereby amended to read as follows:

25 (a) The fire chief is authorized to clean up or abate the affects of any hazardous
26 substance unlawfully, accidentally or negligently released, discharged or deposited upon or
27 into any property or facilities within the city. The following described persons shall be jointly
28 and severally liable to the city for the payment of all costs incurred by the city as a result of
29 such cleanup or abatement activity:

- 30 (1) The entity whose accidental, negligent or willful act or omission
31 proximately caused such release, discharge or deposit;
- 32 (2) The entity that owned or had custody or control of the hazardous sub-
33 stance at the time of such release, discharge or deposit without regard
34 to fault or proximate cause; and
- 35 (3) The entity that owned or had custody or control of the container that
held such hazardous substance at the time of or immediately prior to
such release, discharge or deposit without regard to fault or proximate
cause.

36 (b) In the event that any entity undertakes, either voluntarily or upon order of the
37 fire chief or other city official, to clean up or abate the effects of any hazardous substance
38 negligently, unlawfully or accidentally released, discharged or deposited upon or into any
39 property or facilities within the city, the fire chief may take such action as is necessary to su-
40 pervise or verify the adequacy of the cleanup or abatement. The entities described in subsec-
41 tion (a) of this section shall be liable to the city for all costs incurred.

42 (c) "Hazardous substance" means any substance that, because of its quantity, con-
43 centration or physical or chemical characteristics, poses a significant present or potential
44 hazard, according to federal, state and/or local standards and regulations, to human health
45 and safety or to the environment if released into ~~the workplace or the environment.~~

1 (d) Costs incurred by the city to clean up or abate the effects of any hazardous
2 substance shall include, but not necessarily be limited to, the following: Actual labor costs of
3 city personnel, including benefits and administrative overhead; cost of equipment operation;
4 cost of any contract labor and materials.

5 (e) The cost of recovery provided by this section shall be in addition to any other
6 remedies provided by law.

7 (f) The authority to recover costs under this section shall not include actual fire
8 suppression services that are normally or usually provided by the fire department.

9 **SECTION 9.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56, Amendments, is hereby amended to read as follows:

10 The 2009 International Fire Code is hereby amended by repealing:

11 Section 105.6 "Required operational permits", except for the following provisions
12 which are adopted by and made part of this code:

13 (a) ~~Section 105.6.306.32~~, "Open Burning";

14 (b) ~~Section 105.6.326.34~~, "Open Flames and Candles";

15 (c) ~~Section 105.6.366.38~~, "Pyrotechnic Special Effects Material";

16 (d) ~~Section 105.6.436.45~~, "Temporary Membrane Structures, Tents and Canopies";

17 (e) Section 105.6.5, "Carnivals and Fairs"; and

18 (f) Section 105.6.15, "Explosives."

19 **SECTION 10.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-61, Adopted, is hereby amended to read as follows:

20 The editions of the NFPA National Fire Codes referenced by the 2015 International Fire Code~~most current editions of the NFPA National Fire Codes~~ are hereby adopted as if set out at length in this Code, save and except any portions which may hereinafter be deleted, modified or amended.

21 **SECTION 11.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-72, Alarm and detection systems plan review; fee, is hereby amended to read as follows:

22 (a) This section shall apply to all new multifamily and commercial construction and existing multifamily and commercial structures where the use group changes, the hazard level increases or an outdated or noncompliant alarm and/or detection system exists. Only licensed contractors may install alarm and/or detection systems in the city.

23 (b) Any contractor who intends to install an alarm and/or detection system must first obtain a permit from the city. To obtain such a permit, the contractor must submit two (2) sets of plans to the city that meet the requirements of Sections 907.1.1 and 907.1.2 of the International Fire Code prior to the installation of any component of the proposed system. The city shall issue a permit to the contractor upon the city's approval of the plans.

24 (c) Final testing of the system shall be witnessed by the fire code official. The contractor who installs the system shall post the fire code official's acceptance documentation and the operating instructions at the alarm panel. The owner, manager, tenant or other re-

1 responsible party shall be responsible for ensuring that the ~~fire chiefs~~ fire code official's acceptance documentation and the operating instructions remain at the alarm panel at all times.

2
3 (d) A permit fee of fifty dollars (\$50.00) plus four dollar (\$4.00) state fee plus two cents (\$0.02)~~one cent (\$0.01)~~ per square foot of the structure shall be charged for all new construction and for existing structures where more than fifty (50) percent of the alarm and/or detection system is being modified. The permit fee for modification of less than fifty (50) percent of an existing system shall be only the fifty dollars (\$50.00) and the four dollar (\$4.00) state fee.

7 (e) A document box shall be provided for all new fire alarm systems.

8 (f) Re-inspection fees may be accessed in the event the 50% and acceptance test require additional inspections. This fee shall be in the amount of \$50.00.

10 **SECTION 12.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-73, Sprinkler systems, is hereby amended to read as follows:

12 (a) The purpose of this section is to provide a consistent, reasonable degree of protection for the life and property from fire through standardization of design, installation and testing requirements for sprinkler systems based upon sound engineering principles, test data and field experience. This section shall be applicable to all new installations, modifications and/or relocations of more than seven (7) sprinkler heads in any structure. All equipment and materials shall be listed as defined in NFPA 13, Chapter 3 (National Fire Protection Association Code for Sprinkler Systems Installation) and acceptable to the appropriate fire official. All services or labor shall be performed only by companies and their employees who are licensed by the Occupational Licensing Division of the Oklahoma State Department of Health.

19 (b) Engineered plans and hydraulic calculations shall be provided to the appropriate fire official prior to any work being performed as specified in subsection (a) of this section.

21 (c) The Midwest City Emergency Operations Center and the appropriate fire official's office must be notified prior to each yearly maintenance of any service being performed on any sprinkler system. The licensed company or contractor shall fully explain the nature of the work to be performed, estimated time of work and whether any portion(s) of any fire protection system will be inoperable during that time.

25 (d) A minimum safety factor of five (5) psi will be required on all new sprinkler system installations. This will be demonstrated in the required hydraulic calculations. Under extreme conditions, the appropriate fire official may increase the safety factor as needed in remote locations or high hazard occupancies.

28 (e) A pressure relief valve shall be installed on all gridded sprinkler systems and so displayed on the submitted engineering plans.

30 (f) All remodel construction projects that involve moving, relocating and/or adding sprinkler heads as specified in subsection (a) of this section shall demonstrate on the submitted plans all existing pipes (by dashed lines), existing outlets, existing heads to remain, heads to be relocated from existing outlets, new heads and plugged outlets.

32 (g) All sprinkler plans submitted shall clearly display fire rated walls and sleeves shall be shown where sprinkler piping penetrates through walls. All rooms shall be labeled accordingly. All construction/sprinkler submittals will be required to display existing city main(s) and size; point of connection into existing city water supplies; flow test information consisting of static pressure, residual pressure, flow in gallons per minute, flow location, day and time; water hydrant(s); underground piping with size(s), length, locations and type of material used in pipe manufacturing.

1
2 (h) A permit fee of fifty dollars (\$50.00) plus the four dollar (\$4.00) state fee
3 shall be charged for all newly installed sprinkler systems, ~~plus one cent (\$0.01) two cents~~
4 (\$0.02) per square foot of new building construction area. If the project is an interior remodel
5 only and no additional square footage is being added to the structure, only the fifty dollar
6 (\$50.00) permit fee and the four dollar (\$4.00) state fee will be applicable. All construction
7 documents and fees shall be submitted to the appropriate fire official prior to the inception of
8 any work on-site.

9 (i) Any new or existing structure that, as an option or part of the building re-
10 quirements, contains a sprinkler system shall not be occupied by customers or employees,
11 stocked or furnished until the sprinkler system has been fully tested, inspected, tagged and a
12 copy of the acceptance test has been received by the appropriate fire official.

13 (j) Any sprinkler system installed as specified in this section shall be monitored
14 off-site, twenty-four (24) hours a day by a monitoring company so designed to receive such
15 signals.

16 (k) A document box shall be provided for all new automatic fire sprinkler sys-
17 tems.

18 (l) All newly constructed building or modifications to existing buildings where
19 an automatic fire sprinkler system is required shall have an exterior access to the control or
20 riser room. ~~(l) All newly constructed building or modifications to existing buildings where~~
21 ~~an automatic fire sprinkler system is required shall have an exterior access to the control or~~
22 ~~riser room.~~

23 (m) Re-inspection fees may be assessed in the event the 50% and acceptance test
24 require additional inspections. This fee shall be in the amount of fifty dollars (\$50.00). ~~(m)~~
25 ~~Re-inspection fees may be assessed in the event where the 50% and acceptance test require~~
26 ~~additional inspections. This fee shall be in the amount of not more than \$50.00 and charged~~
27 ~~at the discretion of the fire code official.~~

28 **SECTION 13.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
29 ticle IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, is hereby amended to
30 read as follows:

31 (a) No person shall cause or allow ~~for an for~~ open burning in any public or pri-
32 vate place outside any building except:

33 (1) The burning of trees, brush, grass and other vegetable matter for the
34 purpose of clearing land, and agricultural crop burning when:

35 a. The burning is not within one hundred (100) one hundred fifty
~~(150) one hundred (100)~~ feet of an occupied residence or
structure other than those located on property where the burn-
ing is conducted.

b. Care is used to minimize the amount of dirt on the material
being burned.

c. Oils, rubber and other similar materials that produce unrea-
sonable amounts of air contaminants and smoke are not
burned.

d. The burning occurs between 8:00 a.m. sunrise and sunset.

e. No traffic hazard is created.

- (2) Fires purposely set for the instruction and training of firefighting personnel when authorized by the fire chief.
 - (3) Fires set for the elimination of fire hazards or hazardous material where there is no other practical or lawful method of disposal and such burning is authorized by the fire chief.
 - (4) Campfires and other fires used solely for recreational or ceremonial purposes, or for outdoor noncommercial preparation of food.
 - (5) Fires purposely set for the management of forest or game in accordance with practices recommended by the Oklahoma Department of Agriculture or the United States Forest Service and that are authorized by the fire chief.
 - (6) The burning of combustible material in an open pit incinerator that is designed and operated for the control of smoke and particulate matter.
 - (7) The burning of hydrocarbons by atmospheric flares when no other means of disposal is practical.
- (b) Neither petroleum-based products nor flammable liquids can be used to start the fire.
- (c) The area in which the burn will be conducted must be inspected by the city prior to a permit being issued.

SECTION 14. The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article IV, Open Burning, Section 15-101, Permit required; fees, is hereby amended to read as follows:

- (a) A permit shall be obtained from the city prior to any person causing or permitting an open burning in any public or private place outside any building. Application for such permit shall only be presented by and the permit issued only to the owner of the land upon which the fire is to be kindled or his designee.
- (b) Open burning shall only be permitted with prior approval from the city, provided that all conditions specified in the permit are followed.
- (c) Open burning that will be offensive or objectionable because of smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. The fire chief is authorized to order the extinguishment by the permit holder or the fire department of open burning that creates or adds to a hazardous or objectionable situation.
- (d) The location for open burning, which shall not include burning in an approved container, shall not be less than fifty (50) feet from any structure other than a neighbor's residence, overhanging wires or trees upon the premises and not less than one hundred (100) feet from a neighbor's residence. and provisions Precautions shall be made to prevent the fire from spreading to within fifty (50) feet of any structure, overhanging wires or trees. If unless the fire is in an approved container, in which case it may be conducted not less than fifteen (15) feet from any structure.
- (e) A bonfire shall not be conducted less than fifty (50) feet from any structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread to within fifty (50) feet of a structure shall be eliminated prior to ignition.
- (f) Recreational fires shall not be conducted within twenty-five (25) feet of a structure or combustible material. Conditions that could cause a fire to spread to within twenty

1 ty-five (25) feet of a structure shall be eliminated prior to ignition. Recreational fires are to
2 be small fires not greater than three (3) feet square by two (2) feet in height.

3 (g6) Upon issuance of a permit, the permit holder must still obtain clearance on the
4 day the permitted burn is to occur prior to ignition to confirm proper weather conditions.
5 Clearance may be obtained any day of the week only between the hours of 8:00 a.m. and 4:00
6 p.m. by contacting (405) 739-1340, Monday through Friday, and (405) 739-13889-739-1388
7 on weekends and holidays.

8 (h7) Fees for a burn permit shall be:

Special use—One day only	no charge
90-day permit	\$25.00
One-year permit	\$75.00
Five-year burn pit permit	\$10.00

11 (i8) Once clearance is obtained, burning shall occur no earlier than 8:00 a.m. and
12 all burning activity shall be fully extinguished prior to ~~thirty (30) minutes prior to~~ sundown
13 that day.

14 **SECTION 15.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
15 ticle IV, Open Burning, Section 15-104, Burn pit defined; inspection; revocation of permit, is hereby
16 repealed and that section shall be placed into reserve for future use.

17 ~~(a) — A burn pit shall be allowed on a property in a location upon property no closer~~
18 ~~than fifty (50) feet from any structure, and shall be used in the same manner and under the~~
19 ~~same requirements in force and effect with regard to any other burning permit and its re-~~
20 ~~quirements.~~

21 ~~(b) — The area where the burn pit is to be constructed must be inspected and ap-~~
22 ~~proved by the fire inspector or his designee prior to a permit being issued and prior to any au-~~
23 ~~thorized use.~~

24 ~~(c) — The burn pit shall be no greater than ten (10) feet in diameter and no greater~~
25 ~~than thirty-two (32) square feet. A contiguous wall shall be erected around the burn pit of a~~
26 ~~height of no less than two (2) feet and no greater than three (3) feet, and shall be constructed~~
27 ~~of block, stone, brick and mortar, or of an uninterrupted metal ring that will not become de-~~
28 ~~formed or consumed by the intensity of the fire contained therein.~~

29 ~~(d) — Approved combustible materials burned within a burn pit shall not exceed~~
30 ~~four (4) feet in height prior to or during the burning of such materials.~~

31 ~~(e) — The burn pit permit shall be effective for a period of five (5) years from the~~
32 ~~date of issue. Any permitted burn pit shall be subject to reinspection by a fire official at any~~
33 ~~time there is any reasonable cause to conduct a reinspection. Upon termination or expiration~~
34 ~~of the burn pit permit, the burn pit must be reinspected and brought into compliance prior to~~
35 ~~the issuance of any new permit. The burn pit may not be operated without a current burn pit~~
36 ~~permit even if a permit had been issued during a prior period of time.~~

37 ~~(f) — A burn pit permit may be revoked by a fire official upon a determination that~~
38 ~~the burn pit is being operated in violation of this section, that such burn pit is no longer com-~~
39 ~~pliant with the requirements under this section, or subsequent to any conviction for any of-~~
40 ~~fense under this section.~~

41 ~~(g) — Burn pit permits shall be nonassignable and nontransferable. Upon the change~~
42 ~~of ownership of a property where a burn pit exists, all existing permits shall be immediately~~
43 ~~revoked and any new owner or occupant of such property shall be required to obtain a new~~
44 ~~burn pit permit subject to a new inspection of the existing burn pit by a fire inspector.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

SECTION 16. EFFECTIVE DATE. This ordinance shall be in force and effect on and after August 1, 2016.

SECTION 17. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 18. 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 June, 2016.

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 June, 2016.

KATHERINE BOLLES, City Attorney

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION, BY AMENDING ARTICLE II, IN GENERAL, DIVISION 1, GENERALLY, SECTION 15-13, COMPLIANCE WITH ORDERS, SECTION 15-15, FIRE LANES, SECTION 15-15, BLOCKING FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS, SECTION 15-22, LOCATION OF FIRE HYDRANTS, SECTION 15-24, SMOKE DETECTORS, AND SECTION 15-26, ACCESS AND OPERATIONAL STANDARDS FOR CONTROLLED ACCESS GATES AND GATED SUBDIVISIONS; BY AMENDING ARTICLE II, IN GENERAL, DIVISION 2, FIREWORKS, SECTION 15-33, PERMITS; INSURANCE REQUIRED; BY AMENDING ARTICLE II, IN GENERAL, DIVISION 3, HAZARDOUS MATERIALS, SECTION 15-41, HAZARDOUS MATERIALS CLEANUP; RECOVERY OF COSTS; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 2, FIRE PREVENTION CODES, SECTION 15-56, AMENDMENTS; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 3, NFPA NATIONAL FIRE CODES, SECTION 15-61, ADOPTED; BY AMENDING ARTICLE III, FIRE PREVENTION CODES AND STANDARDS, DIVISION 4, FIRE SUPPRESSION AND DETECTION SYSTEMS, SECTION 15-72, ALARM AND DETECTION SYSTEMS PLAN REVIEW; FEE, AND SECTION 15-73, SPRINKLER SYSTEMS; BY AMENDING ARTICLE IV, OPEN BURNING, SECTION 15-100, OPEN BURNING PROHIBITED; EXCEPTIONS, AND SECTION 15-101, PERMIT REQUIRED; FEES, AND BY AMENDING ARTICLE IV, OPEN BURNING, BY REPEALING SECTION 15-104, BURN PIT DEFINED; INSPECTION; REVOCATION OF PERMIT; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, is hereby amended to read as follows:

It shall be unlawful for any person to willfully fail or refuse to comply with any lawful order or direction given by the fire official in charge at the scene of a fire or other emergency involving the protection of life and property or to interfere with the compliance attempts of another individual.

SECTION 2. The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-15, Fire lanes, is hereby amended to read as follows:

(a) It shall be unlawful for any person to park a vehicle, whether attended or unattended, in a fire lane or otherwise obstruct fire lanes in the city.

(b) A fire lane shall mean any thoroughfare twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided, the entire width of a fire lane on the same site may be used to determine horizontal separation between two (2) or more structures.

(c) Fire lanes shall be designed, adequately marked and maintained by the property owner or its occupant to ensure proper utility and drainage at all times. Fire lanes shall be kept clear at all times of vehicles or obstructions and marked with signs, measuring at least twelve inches by eighteen inches (12" × 18"), reading "FIRE LANE—DO NOT BLOCK" or "FIRE LANE—NO PARKING." The signs shall have a reflective background and shall contain red lettering at least two (2) inches in height. The signs shall be spaced at intervals not to exceed sixty (60) feet in distance. Where authorized by the appropriate fire official, in lieu of the required signs, curbs may be painted red with the words "FIRE LANE—DO NOT

1 BLOCK" or "FIRE LANE—NO PARKING" lettered in white four (4) inch letters and spaced
2 at intervals not to exceed sixty (60) feet.

3 **SECTION 3.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
4 cle II, In General, Division 1, Generally, Section 15-15, Blocking fire hydrants and fire department
5 connections, is hereby amended to read as follows:

6 (a) It shall be unlawful to obscure from view, damage, deface, obstruct or restrict
7 the access to any fire hydrant or any fire department connection for the pressurization of fire
8 suppression systems, including fire hydrants and fire department connections, located on
9 public or private streets and access lanes or on private property. Examples of such prohibited
10 obscuration include, but are not limited to, the following: shrubs, hedges, flowers, fences,
11 rubbish, building material or other obscuration of any character that is placed within a radius
12 of five (5) feet from any fire hydrant and/or fire department connection.

13 (b) If, after notice of violation is provided, all obscurations are not removed, the
14 city shall proceed to remove them. All costs incurred in the performance of work necessary
15 for the removal shall be charged to the owner or occupant of the property on which the viola-
16 tion is occurring.

17 (c) All hydrants on public property within the city shall be painted red. Private
18 hydrants located on or near a public street shall be painted yellow. All hydrants installed for
19 the sole purpose of serving as a "blow-off" for the utilities department shall be painted the
20 same color as public hydrants.

21 (d) Any person violating this section shall be punished, upon conviction, by a fine
22 of not more than one hundred dollars (\$100.00), plus costs, or by imprisonment for not more
23 than fifteen (15) days or by both such fine and imprisonment.

24 **SECTION 4.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
25 cle II, In General, Division 1, Generally, Section 15-22, Location of fire hydrants, is hereby amended
26 to read as follows:

27 (a) The placement of all new fire hydrants shall be made only with the ap-
28 proval of the appropriate fire official.

29 (b) Fire hydrants shall be located and so spaced that no hose lay from a fire appa-
30 ratus exceeds five hundred (500) feet within areas containing one- and two-family detached
31 dwellings. Such dwellings located in areas not served by city water may qualify for the fol-
32 lowing exceptions:

33 (1) Those having installed an approved residential sprinkler system per
34 NFPA 13D;

35 (2) Those having installed an approved fire detection and alarm system
per NFPA 72 that is continuously monitored by a central station.

(c) In all areas except those containing only one- and two-family detached dwell-
ings, fire hydrants shall be located in such a manner that no hose line will exceed four hun-
dred (400) feet in length to reach any accessible portion of the exterior of any building and is
dependent on the ability to place an apparatus in such a manner necessary to utilize said hy-
drant. Distance shall be measured by the lay of the hose, not by line of sight.

(d) Within all other areas, including but not limited to, mercantile, business, edu-
cational, assembly, detention and correctional, health care, storage, industrial and multi-
family dwellings, the maximum spacing shall be no more than four hundred (400) feet.
Buildings of noncombustible or limited combustible construction, protected by a complete
automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be
protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Dis-
tance shall be measured by the lay of the hose, not by line of sight.

1
2 (e) In areas of commercial development, fire hydrants shall be located in a suffi-
3 cient number and manner to supply the required flow, per the adopted edition of International
4 Fire Code requirements, for a structure and its exposures or supply adequate water for the fire
5 sprinkler system.

6 (f) Structures that exceed the fire department's minimum fire flow capability shall
7 be protected throughout by an automatic fire sprinkler system.

8 (g) A fire hydrant shall be located within fifty (50) feet of all fire department
9 standpipe or sprinkler connections.

10 (h) No more than one (1) fire hydrant may be located on any dead-end water main
11 (except when serving only as a utility blow-off). A fire hydrant located on a dead-end water
12 main may not be positioned further than three hundred (300) feet from a looped water supply
13 source. However, up to two (2) additional hydrants may be added to a dead-end main if the
14 main size is eight (8) inches or greater, and the arrangement is approved by the appropriate
15 fire official and the additional hydrants are proven to be hydraulically acceptable for fire de-
16 partment use.

17 **SECTION 5.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
18 cle II, In General, Division 1, Generally, Section 15-24, Smoke detectors, is hereby amended to read
19 as follows:

20 (a) The owner of each single-family dwelling, including mobile homes, shall in-
21 stall and the occupant shall maintain a smoke detector or detectors in accordance with the na-
22 tionally recognized codes, standards or practices adopted by the city to safeguard life and
23 property from the hazards of smoke and fire.

24 (b) Any entity owning a building or structure used as a one-or two-family dwell-
25 ing, hospital, church, theater, hotel, motel, rooming house, dormitory, rest home or nursing
26 home, day care center, day nursery, convalescent auditorium or child care institution, existing
27 or constructed in the city, including "manufactured home" as that term is defined in the Ok-
28 lahoma Statutes, shall install and maintain in such building or structure or individual units
29 therein a smoke detector or heat detectors in accordance with the nationally recognized
30 codes, standards or practices adopted by the city to safeguard life and property from the haz-
31 ards of smoke and fire.

32 (c) Any entity that leases or rents any residential property shall explain to the les-
33 see or tenant the method of testing the smoke detector to ensure that it is working properly.
34 Thereafter, the responsibility for checking a smoke detector to determine whether such detec-
35 tor is working properly is the occupant's.

(d) For the purpose of this section, the term "smoke detector" means a device that
is:

- 36 (1) Designed to detect visible or invisible products of combustion; and
- 37 (2) Designed to sound an alarm audible to the room or area it serves; and
- 38 (3) Powered by either battery, alternating current or other power source;
39 and
- 40 (4) Tested and listed for use as a smoke detector by a recognized testing
41 laboratory such as Underwriters Laboratories, Factory Mutual Re-
42 search Corporation or United States Testing Co., Inc.

43 (e) It shall be unlawful for an occupant of a dwelling or building to intentionally
44 or negligently interfere with or damage a smoke detector or its proper functioning.
45

1 (f) The provisions of this section shall supersede any less restrictive provisions of
2 the city's building code.

3 (g) In a dwelling that is occupied by an individual who is deaf or hearing im-
4 paired the owner shall, upon written request by or on behalf of such individual, provide and
5 install a smoke detector with a light signal sufficient to warn the deaf or hearing-impaired in-
6 dividual of the danger of fire.

7 (h) All newly constructed residential properties shall have a smoke detector that is
8 continuously powered by the property's electrical service with battery back-up.

9 (i) Any person who violates any provision of this section, including any person
10 who tampers with, removes, destroys, disconnects or removes power from any installed
11 smoke detector, except in the course of inspection, maintenance or replacement of the detec-
12 tor, upon conviction, is guilty of a misdemeanor and may be fined not less than fifty dollars
13 (\$50.00) nor more than one hundred dollars (\$100.00), plus costs.

14 **SECTION 6.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
15 cle II, In General, Division 1, Generally, Section 15-26, Access and operational standards for con-
16 trolled access gates and gated subdivisions, is hereby amended to read as follows:

17 (a) Definitions.

18 (1) Gated communities shall be defined as all housing developments,
19 apartment complexes, townhouse complexes and other areas where
20 one (1) or more controlled access devices affects the health, safety
21 and welfare of the community's residents and their property. A sin-
22 gle-family residence with a gated driveway shall not be subject to the
23 standards and regulations pertaining to gated communities.

24 (2) Emergency rapid access devices shall be defined as rapid access key
25 boxes, keyed switches and keyed padlocks and other UL listed devic-
26 es approved by the appropriate fire official designed to gain access to
27 a gated community in an emergency.

28 (3) Controlled access device shall be defined as a UL listed and approved
29 device that restricts access to a gated community.

30 (b) All new and existing gated communities shall install and maintain emergency
31 rapid access devices.

32 (c) All newly gated communities shall install an emergency rapid access device
33 prior to the operation of any controlled access device. Such emergency rapid access device
34 and location thereof must be approved by the appropriate fire official prior to installation or
35 use.

(d) No public street shall be obstructed. Use of a controlled access device will on-
ly be allowed for private streets and private parking lots.

(e) The controlled access device shall be located a sufficient distance from a pub-
lic street to allow three (3) cars to line up at the controlled access device without interfering
with vehicles utilizing the public street; however, in no case shall the controlled access de-
vice be located closer than fifty (50) feet from the curb or edge of pavement of a public
street.

(f) A turnaround lane, a minimum of fourteen (14) feet in clear width, shall be
provided for vehicles unable to enter the gated area.

(g) Road spikes, barbs or other tire damaging devices shall not be allowed.

1 (h) All circulation plans for this type of development shall be subject to approval
2 by the city council which may require multiple entrances if circumstances dictate.

3 (i) Standards adopted by the city for streets, sidewalks, fire lanes, fire hydrants
4 and other engineering and development requirements shall apply to all gated communities.
5 Any required hydrant(s) for any gated community shall be installed inside the controlled ac-
6 cess device unless otherwise directed by the appropriate fire official.

7 (j) A homeowners association shall be established for all gated communities. The
8 homeowners association shall be responsible for:

9 (1) Providing the names, addresses and emergency contact numbers of all
10 homeowners association officers to the city's emergency operations
11 center (911 Center). If no homeowners association is established or it
12 refuses to act, the gated community shall be the responsibility of the
13 developer;

14 (2) Maintenance and repairs of the private streets and/or fire lanes in a
15 manner that is acceptable to the city;

16 (3) Maintenance, testing and repairs of all functions of the controlled ac-
17 cess device;

18 (4) Establishing the access code to the controlled access device and en-
19 suring that the city's emergency operations center has the proper code
20 number. The code shall not be changed without prior notification to
21 the city's emergency operations center;

22 (5) Accompanying an appropriate fire official during annual inspection
23 and any testing of the operating systems; and

24 (6) Ensuring year round maintenance of the controlled access device.

25 (k) An emergency release hitch pin shall be installed on the control arm. This
26 hitch pin, when removed, will detach the control arm from the controlled access device and
27 allow the controlled access device to swing open freely manually.

28 (l) A battery backup system shall be provided for each controlled access device.
29 The batteries shall be trickle charged to maintain electrical energy and, in the event of loss of
30 normal electrical current, cause the controlled access device to open and stay open until reset.

31 (m) The location of all entrance pedestals, key pads, hitch pins, operation of gate
32 signage, opening design, swinging or sliding operation of the controlled access device, relat-
33 ed equipment or other design specifications shall be constructed and installed in accordance
34 with the plans approved by the city.

35 (n) Should any problem occur in the operation of the controlled access device or
any violation of this section occur, the controlled access device shall remain open until the
problem or violation is resolved and/or the controlled access device is repaired and tested by
the appropriate fire official.

(o) When a covered entry is requested, the minimum height shall be no less the
sixteen (16) feet.

(p) The contractor's name, current address, twenty-four-hour telephone numbers,
and the developer, homeowner's representative, or responsible property owners' name, ad-
dress and emergency telephone numbers shall be kept on file at the city's emergency opera-
tions center. The appropriate fire official shall conduct an annual inspection.

(q) The minimum clear width of all gates subject to this section shall be 15 feet.

1
2 (r) All new commercial construction and gated communities and business in the
3 city shall provide an approved emergency rapid access device or key box.

4 **SECTION 7.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
5 cle II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required, is hereby
6 amended to read as follows:

7 (a) The appropriate fire official may adopt reasonable rules and regulations for
8 the granting of permits for supervised public displays of fireworks by associations, amuse-
9 ment parks and other organizations or group of individuals. Such permits may be granted up-
10 on application to the appropriate fire official and proof of general liability insurance in the
11 amount of at least \$1,000,000. Every such display shall be accomplished by a competent op-
12 erator approved by the appropriate fire official and shall be of such composition and charac-
13 ter, and so located, discharged or fired, in the opinion of the appropriate fire official, after
14 proper inspection, that it shall not be unduly hazardous to property or endanger any person.

15 (b) Applications for permits must be made in writing at least thirty (30) days prior
16 to the display. After such permit has been granted, sale, possession, use and distribution of
17 fireworks for such display shall be lawful for that purpose only. No permit granted hereunder
18 shall be transferable.

19 **SECTION 8.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
20 cle II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; re-
21 covery of costs, is hereby amended to read as follows:

22 (a) The fire chief is authorized to clean up or abate the affects of any hazardous
23 substance unlawfully, accidentally or negligently released, discharged or deposited upon or
24 into any property or facilities within the city. The following described persons shall be jointly
25 and severally liable to the city for the payment of all costs incurred by the city as a result of
26 such cleanup or abatement activity:

- 27 (1) The entity whose accidental, negligent or willful act or omission
28 proximately caused such release, discharge or deposit;
- 29 (2) The entity that owned or had custody or control of the hazardous sub-
30 stance at the time of such release, discharge or deposit without regard
31 to fault or proximate cause; and
- 32 (3) The entity that owned or had custody or control of the container that
33 held such hazardous substance at the time of or immediately prior to
34 such release, discharge or deposit without regard to fault or proximate
35 cause.

36 (b) In the event that any entity undertakes, either voluntarily or upon order of the
37 fire chief or other city official, to clean up or abate the effects of any hazardous substance
38 negligently, unlawfully or accidentally released, discharged or deposited upon or into any
39 property or facilities within the city, the fire chief may take such action as is necessary to su-
40 pervise or verify the adequacy of the cleanup or abatement. The entities described in subsec-
41 tion (a) of this section shall be liable to the city for all costs incurred.

42 (c) "Hazardous substance" means any substance that, because of its quantity, con-
43 centration or physical or chemical characteristics, poses a significant present or potential
44 hazard, according to federal, state and/or local standards and regulations, to human health
45 and safety or to the environment if released into the environment.

46 (d) Costs incurred by the city to clean up or abate the effects of any hazardous
47 substance shall include, but not necessarily be limited to, the following: Actual labor costs of
48 city personnel, including benefits and administrative overhead; cost of equipment operation;
49 cost of any contract labor and materials.

1
2 (e) The cost of recovery provided by this section shall be in addition to any other
remedies provided by law.

3
4 (f) The authority to recover costs under this section shall not include actual fire
suppression services that are normally or usually provided by the fire department.

5 **SECTION 9.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
6 cle III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56,
Amendments, is hereby amended to read as follows:

7
8 The 2009 International Fire Code is hereby amended by repealing:

9 Section 105.6 "Required operational permits", except for the following provisions
which are adopted by and made part of this code:

- 10 (a) Section 105.6.32, "Open Burning";
11 (b) Section 105.6.34, "Open Flames and Candles";
12 (c) Section 105.6.38, "Pyrotechnic Special Effects Material";
13 (d) Section 105.6.45, "Temporary Membrane Structures, Tents and Canopies";
14 (e) Section 105.6.5, "Carnivals and Fairs"; and
15 (f) Section 105.6.15, "Explosives."

16
17 **SECTION 10.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
18 ticle III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-
19 61, Adopted, is hereby amended to read as follows:

20 The editions of the NFPA National Fire Codes referenced by the 2015 Interna-
21 tional Fire Code are hereby adopted as if set out at length in this Code, save and except
any portions which may hereinafter be deleted, modified or amended.

22 **SECTION 11.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
23 ticle III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems,
24 Section 15-72, Alarm and detection systems plan review; fee, is hereby amended to read as follows:

25 (a) This section shall apply to all new multifamily and commercial construction
26 and existing multifamily and commercial structures where the use group changes, the hazard
level increases or an outdated or noncompliant alarm and/or detection system exists. Only li-
censed contractors may install alarm and/or detections systems in the city.

27 (b) Any contractor who intends to install an alarm and/or detection system must
28 first obtain a permit from the city. To obtain such a permit, the contractor must submit two
29 (2) sets of plans to the city that meet the requirements of Sections 907.1.1 and 907.1.2 of the
International Fire Code prior to the installation of any component of the proposed system.
30 The city shall issue a permit to the contractor upon the city's approval of the plans.

31 (c) Final testing of the system shall be witnessed by the fire code official. The
32 contractor who installs the system shall post the fire code official's acceptance documentation
and the operating instructions at the alarm panel. The owner, manager, tenant or other re-
33 sponsible party shall be responsible for ensuring that the fire code official's acceptance doc-
umentation and the operating instructions remain at the alarm panel at all times.

34 (d) A permit fee of fifty dollars (\$50.00) plus four dollar (\$4.00) state fee plus
35 two cents (\$0.02) per square foot of the structure shall be charged for all new construction
and for existing structures where more than fifty (50) percent of the alarm and/or detection

1 system is being modified. The permit fee for modification of less than fifty (50) percent of an
2 existing system shall be only the fifty dollars (\$50.00) and the four dollar (\$4.00) state fee.

3 (e) A document box shall be provided for all new fire alarm systems.

4 (f) Re-inspection fees may be assessed in the event the 50% and acceptance test
5 require additional inspections. This fee shall be in the amount of \$50.00.

6 **SECTION 12.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
7 ticle III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems,
8 Section 15-73, Sprinkler systems, is hereby amended to read as follows:

9 (a) The purpose of this section is to provide a consistent, reasonable degree of
10 protection for the life and property from fire through standardization of design, installation
11 and testing requirements for sprinkler systems based upon sound engineering principles, test
12 data and field experience. This section shall be applicable to all new installations, modifica-
13 tions and/or relocations of more than seven (7) sprinkler heads in any structure. All equip-
14 ment and materials shall be listed as defined in NFPA 13, Chapter 3 (National Fire Protection
15 Association Code for Sprinkler Systems Installation) and acceptable to the appropriate fire
16 official. All services or labor shall be performed only by companies and their employees who
17 are licensed by the Occupational Licensing Division of the Oklahoma State Department of
18 Health.

19 (b) Engineered plans and hydraulic calculations shall be provided to the appropri-
20 ate fire official prior to any work being performed as specified in subsection (a) of this sec-
21 tion.

22 (c) The Midwest City Emergency Operations Center and the appropriate fire offi-
23 cial's office must be notified prior to each yearly maintenance of any service being performed
24 on any sprinkler system. The licensed company or contractor shall fully explain the nature of
25 the work to be performed, estimated time of work and whether any portion(s) of any fire pro-
26 tection system will be inoperable during that time.

27 (d) A minimum safety factor of five (5) psi will be required on all new sprinkler
28 system installations. This will be demonstrated in the required hydraulic calculations. Under
29 extreme conditions, the appropriate fire official may increase the safety factor as needed in
30 remote locations or high hazard occupancies.

31 (e) A pressure relief valve shall be installed on all gridded sprinkler systems and
32 so displayed on the submitted engineering plans.

33 (f) All remodel construction projects that involve moving, relocating and/or add-
34 ing sprinkler heads as specified in subsection (a) of this section shall demonstrate on the
35 submitted plans all existing pipes (by dashed lines), existing outlets, existing heads to re-
main, heads to be relocated from existing outlets, new heads and plugged outlets.

(g) All sprinkler plans submitted shall clearly display fire rated walls and sleeves
shall be shown where sprinkler piping penetrates through walls. All rooms shall be labeled
accordingly. All construction/sprinkler submittals will be required to display existing city
main(s) and size; point of connection into existing city water supplies; flow test information
consisting of static pressure, residual pressure, flow in gallons per minute, flow location, day
and time; water hydrant(s); underground piping with size(s), length, locations and type of
material used in pipe manufacturing.

(h) A permit fee of fifty dollars (\$50.00) plus the four dollar (\$4.00) state fee
shall be charged for all newly installed sprinkler systems, plus two cents (\$0.02) per square
foot of new building construction area. If the project is an interior remodel only and no addi-
tional square footage is being added to the structure, only the fifty dollar (\$50.00) permit fee
and the four dollar (\$4.00) state fee will be applicable. All construction documents and fees
shall be submitted to the appropriate fire official prior to the inception of any work on-site.

1
2 (i) Any new or existing structure that, as an option or part of the building re-
3 quirements, contains a sprinkler system shall not be occupied by customers or employees,
4 stocked or furnished until the sprinkler system has been fully tested, inspected, tagged and a
5 copy of the acceptance test has been received by the appropriate fire official.

6 (j) Any sprinkler system installed as specified in this section shall be monitored
7 off-site, twenty-four (24) hours a day by a monitoring company so designed to receive such
8 signals.

9 (k) A document box shall be provided for all new automatic fire sprinkler sys-
10 tems.

11 (l) All newly constructed building or modifications to existing buildings where
12 an automatic fire sprinkler system is required shall have an exterior access to the control or
13 riser room.

14 (m) Re-inspection fees may be assessed in the event the 50% and acceptance test
15 require additional inspections. This fee shall be in the amount of fifty dollars (\$50.00).

16 **SECTION 13.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
17 ticle IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, is hereby amended to
18 read as follows:

19 (a) No person shall cause or allow for open burning in any public or private
20 place outside any building except:

21 (1) The burning of trees, brush, grass and other vegetable matter for the
22 purpose of clearing land, and agricultural crop burning when:

23 a. The burning is not within one hundred (100) feet of an occu-
24 pied residence or structure other than those located on proper-
25 ty where the burning is conducted.

26 b. Care is used to minimize the amount of dirt on the material
27 being burned.

28 c. Oils, rubber and other similar materials that produce unrea-
29 sonable amounts of air contaminants and smoke are not
30 burned.

31 d. The burning occurs between 8:00 a.m. and sunset.

32 e. No traffic hazard is created.

33 (2) Fires purposely set for the instruction and training of firefighting per-
34 sonnel when authorized by the fire chief.

35 (3) Fires set for the elimination of fire hazards or hazardous material
where there is no other practical or lawful method of disposal and
such burning is authorized by the fire chief.

(4) Campfires and other fires used solely for recreational or ceremonial
purposes, or for outdoor noncommercial preparation of food.

(5) Fires purposely set for the management of forest or game in accord-
ance with practices recommended by the Oklahoma Department of
Agriculture or the United States Forest Service and that are author-
ized by the fire chief.

1 (6) The burning of combustible material in an open pit incinerator that is
2 designed and operated for the control of smoke and particulate matter.

3 (7) The burning of hydrocarbons by atmospheric flares when no other
4 means of disposal is practical.

5 (b) Neither petroleum-based products nor flammable liquids can be used to start
6 the fire.

7 (c) The area in which the burn will be conducted must be inspected by the city
8 prior to a permit being issued.

9 **SECTION 14.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
10 ticle IV, Open Burning, Section 15-101, Permit required; fees, is hereby amended to read as follows:

11 (a) A permit shall be obtained from the city prior to any person causing or
12 permitting an open burning in any public or private place outside any building. Applica-
13 tion for such permit shall only be presented by and the permit issued only to the owner of
14 the land upon which the fire is to be kindled or his designee.

15 (b) Open burning shall only be permitted with prior approval from the city, pro-
16 vided that all conditions specified in the permit are followed.

17 (c) Open burning that will be offensive or objectionable because of smoke or
18 odor emissions when atmospheric conditions or local circumstances make such fires hazard-
19 ous shall be prohibited. The fire chief is authorized to order the extinguishment by the permit
20 holder or the fire department of open burning that creates or adds to a hazardous or objec-
21 tionable situation.

22 (d) The location for open burning, which shall not include burning in an approved
23 container, shall not be less than fifty (50) feet from any structure other than a neighbor's resi-
24 dence, overhanging wires or trees and not less than one hundred (100) feet from a neighbor's
25 residence. Precautions shall be made to prevent the fire from spreading to within fifty (50)
26 feet of any structure, overhanging wires or trees. If the fire is in an approved container, it may
27 be conducted not less than fifteen (15) feet from any structure.

28 (e) A bonfire shall not be conducted less than fifty (50) feet from any structure or
29 combustible material. Conditions that could cause a fire to spread to within fifty (50) feet of a
30 structure shall be eliminated prior to ignition.

31 (f) Recreational fires shall not be conducted within twenty-five (25) feet of a
32 structure or combustible material. Conditions that could cause a fire to spread to within twen-
33 ty-five (25) feet of a structure shall be eliminated prior to ignition. Recreational fires are to
34 be small fires not greater than three (3) feet square by two (2) feet in height.

35 (g) Upon issuance of a permit, the permit holder must still obtain clearance on the
day the permitted burn is to occur prior to ignition to confirm proper weather conditions.
Clearance may be obtained any day of the week only between the hours of 8:00 a.m. and 4:00
p.m. by contacting (405) 739-1340, Monday through Friday, and (405) 739-1388 on week-
ends and holidays.

(h) Fees for a burn permit shall be:

Special use—One day only	no charge
90-day permit	\$25.00
One-year permit	\$75.00

1 (i) Once clearance is obtained, burning shall occur no earlier than 8:00 a.m. and
2 all burning activity shall be fully extinguished prior to sundown that day.

3 **SECTION 15.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Ar-
4 ticle IV, Open Burning, Section 15-104, Burn pit defined; inspection; revocation of permit, is hereby
5 repealed and that section shall be placed into reserve for future use.

6 **SECTION 16. EFFECTIVE DATE.** This ordinance shall be in force and effect on and after August
7 1, 2016.

8 **SECTION 17. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
9 repealed.

10 **SECTION 18. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for
11 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
12 the ordinance.

13 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on
14 the _____ day of June, 2016.

15 THE CITY OF MIDWEST CITY, OKLAHOMA

16 _____
17 MATTHEW D. DUKES, II, Mayor

18 ATTEST:

19 _____
20 SARA HANCOCK, City Clerk

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

22 _____
23 KATHERINE BOLLES, City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: July 12, 2016

SUBJECT: Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, by amending Article II, Offenses Against Morals, Section 28-20, Disorderly house; and providing for repealer and severability. (This item appeared as a Discussion Item on the March 8, 2016 Council agenda.)

Councilmember McClure has requested that this ordinance be placed back on the agenda for your consideration and passage. Action is at the discretion of the Council.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE II, OFFENSES AGAINST MORALS, SECTION 28-20, DISORDERLY HOUSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 28, Offenses -- Miscellaneous, Article II, Offenses Against Morals, Section 28-20, Disorderly house, is hereby amended to read as follows:

(a) It shall be unlawful for any person to keep, maintain or reside in any ~~disorderly house~~ Disorderly House or to aid or assist another in keeping, maintaining or residing in such house. It shall also be unlawful for any person to continue to lease or let any property to anyone convicted for the purpose of keeping, maintaining or residing in a disorderly house ~~house~~ Disorderly House.

(b) As used herein the term "~~disorderly house~~ Disorderly House" shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to ~~unlawfully engage in drinking intoxicating liquors, non-intoxicating liquors, smoking opium or taking or using opium or other narcotic drugs, or any other house or place usually included within the meaning of the term "disorderly house."~~ unlawfully:

- (1) engage in drinking intoxicating liquors or non-intoxicating beverages;
- (2) inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under sections 28-130 or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes.

"Disorderly house" shall also include any property on which three or more Nuisance Violations have occurred within a floating 90-day period which shall begin on the date of a violation. "Nuisance Violation" shall be any felony or a violation of:

- (3) Sec. 28-1. - Aiding in offense.
- (4) Sec. 28-2. - Attempt to commit offense.
- (5) Sec. 28-21. - Gambling.
- (6) Sec. 28-22. - Indecent exposure.
- (7) Sec. 28-25. - Public intoxication.
- (8) Sec. 28-26. - Soliciting for illegal purpose.
- (9) Sec. 28-27. - Procurers and pimps.
- (10) Sec. 28-28. - Urination in public.
- (11) Sec. 28-29. - Solicitation of drinks.
- (12) Sec. 28-30. - Obscene material and displaying material harmful to minors.
- (13) Sec. 28-40. - Assault.
- (14) Sec. 28-41. - Assault and battery.
- (15) Sec. 28-42. - Throwing objects at persons prohibited.

- (16) Sec. 28-43. - Obscene, threatening or harassing telephone calls; penalty.
- (17) Sec. 28-54. - Trespass.
- (18) Sec. 28-55. - Squatting on public or private property.
- (19) Sec. 28-56. - Parking on private property without consent.
- (20) Sec. 28-58. - Malicious injury or destruction of property.
- (21) Sec. 28-59. - Altering, removing or tampering with utility property prohibited.
- (22) Sec. 28-60. - Injuring or molesting automobiles prohibited.
- (23) Sec. 28-61. - Damaging buildings.
- (24) Sec. 28-62. - Damaging letter boxes and posts prohibited.
- (25) Sec. 28-64. - Molesting meter boxes; using meter box key.
-
- (26) Sec. 28-65. - Damaging hydrants or water pipes prohibited.
-
- (27) Sec. 28-66. - Damaging public lamps, poles, signs, etc., prohibited.
-
- (28) Sec. 28-67. - Interfering with water pipes.
- (29) Sec. 28-70. - Concealing lost property.
- (30) Sec. 28-71. - Bringing stolen property into city.
- (31) Sec. 28-74. - Throwing objects at vehicles prohibited.
- (32) Sec. 28-75. - Receiving and/or concealing stolen property.
- (33) Sec. 28-76. - Sleeping in certain places.
- (34) Sec. 28-86. - Resisting or interfering with an officer.
- (35) Sec. 28-86.1. - Eluding a police officer.
- (36) Sec. 28-87. - Impersonating officers.
- (37) Sec. 28-88. - False police calls; tampering with alarm boxes.
- (38) Sec. 28-88.1. - False 911 calls prohibited.
- (39) Sec. 28-90. - Threatening or assaulting officers.
- (40) Sec. 28-90.1. - Disorderly conduct.
- (41) Sec. 28-91. - Obstruction of streets or sidewalks.
- (42) Sec. 28-92. - Fighting.
- (43) Sec. 28-106. - Display of firearms prohibited.
- (44) Sec. 28-107. - Discharge of bows and arrows prohibited; exception.
- (45) Sec. 28-108. - Pointing or discharging firearms, etc.
- (46) Sec. 28-122. - Allowing or encouraging a minor to commit offenses; penalty.
- (47) Sec. 28-123. - Parental responsibility; failure to control; penalty.
- (48) Sec. 28-124. - Commission of a crime in the presence of minors; penalty.
- (49) Sec. 28-125. - Permitting crimes or disorderliness on premises; penalty.
- (50) Sec. 28-127. - Furnishing tobacco products to minors; minors in possession of tobacco products; penalty.
- (51) Sec. 28-128. - Permitting or allowing gatherings where minors are consuming alcohol containing beverages.
- (52) Sec. 28-130. - Possession of dangerous drugs.
- (53) Sec. 28-131. - Possession and sale of certain toxins and other drugs prohibited.
- (54) Sec. 28-132. - Possession or sale of drug related paraphernalia.
- (55) Sec. 28-132.1. - Maintaining a drug house prohibited.
- (56) Sec. 26-3. – Prohibited generally [noise].

SECTION 3.(c) PROTECTION OF VICTIMS. It shall not be considered a ~~n~~Nuisance ~~v~~Violation to report unlawful conduct.

SECTION 4.(d) INTENT FOR PROPERTY OWNERS. For the application of the nuisance ordinance on property owners not in possession of their property, an A proper-

ty owner not in possession of his/her property is only in violation of this section if s/hetthey intentionally continues to lease his/hera property in their ownership to anyone violating the provisions of this section-nuisance violator.

For the purpose of this ordinance intent means knowledge of nthe Nuisance vViola-tions occurring on the property.

~~SECTION 5.(e) PROPERTY IMPROVEMENT PLAN.~~ Any property owner charged with violating the provisions of this section mayviolator of the nuisance ordinance shall have the right to submit a property improvement plan toappear before the municipal judge compliance with which may serve as a condition of a deferred sentenceand submit a property improvement plan. The judge shall have the discretion in the enforcement of the to determine whether such property improvement plan will likely preclude the commission of further Nuisance Violations on the subject propertynuisance violation to adequately address the intent of this ordinance.

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, Okla-homa, this _____ day of _____, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

KATHERINE BOLLES, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE II, OFFENSES AGAINST MORALS, SECTION 28-20, DISORDERLY HOUSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 28, Offenses -- Miscellaneous, Article II, Offenses Against Morals, Section 28-20, Disorderly house, is hereby amended to read as follows:

(a) It shall be unlawful for any person to keep, maintain or reside in any Disorderly House or to aid or assist another in keeping, maintaining or residing in such house. It shall also be unlawful for any person to continue to lease or let any property to anyone convicted of keeping, maintaining or residing in a Disorderly House.

(b) As used herein the term "Disorderly House" shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to unlawfully:

- (1) engage in drinking intoxicating or non-intoxicating beverages;
- (2) inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under sections 28-130 or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes.

“Disorderly house” shall also include any property on which three or more Nuisance Violations have occurred within a floating 90-day period which shall begin on the date of a violation. “Nuisance Violation” shall be any felony or a violation of:

- (3) Sec. 28-1. - Aiding in offense.
- (4) Sec. 28-2. - Attempt to commit offense.
- (5) Sec. 28-21. - Gambling.
- (6) Sec. 28-22. - Indecent exposure.
- (7) Sec. 28-25. - Public intoxication.
- (8) Sec. 28-26. - Soliciting for illegal purpose.
- (9) Sec. 28-27. - Procurers and pimps.
- (10) Sec. 28-28. - Urination in public.
- (11) Sec. 28-29. - Solicitation of drinks.
- (12) Sec. 28-30. - Obscene material and displaying material harmful to minors.
- (13) Sec. 28-40. - Assault.
- (14) Sec. 28-41. - Assault and battery.
- (15) Sec. 28-42. - Throwing objects at persons prohibited.
- (16) Sec. 28-43. - Obscene, threatening or harassing telephone calls; penalty.
- (17) Sec. 28-54. - Trespass.
- (18) Sec. 28-55. - Squatting on public or private property.
- (19) Sec. 28-56. - Parking on private property without consent.
- (20) Sec. 28-58. - Malicious injury or destruction of property.

- (21) Sec. 28-59. - Altering, removing or tampering with utility property prohibited.
- (22) Sec. 28-60. - Injuring or molesting automobiles prohibited.
- (23) Sec. 28-61. - Damaging buildings.
- (24) Sec. 28-62. - Damaging letter boxes and posts prohibited.
- (25) Sec. 28-64. - Molesting meter boxes; using meter box key.
- (26) Sec. 28-65. - Damaging hydrants or water pipes prohibited.
- (27) Sec. 28-66. - Damaging public lamps, poles, signs, etc., prohibited.
- (28) Sec. 28-67. - Interfering with water pipes.
- (29) Sec. 28-70. - Concealing lost property.
- (30) Sec. 28-71. - Bringing stolen property into city.
- (31) Sec. 28-74. - Throwing objects at vehicles prohibited.
- (32) Sec. 28-75. - Receiving and/or concealing stolen property.
- (33) Sec. 28-76. - Sleeping in certain places.
- (34) Sec. 28-86. - Resisting or interfering with an officer.
- (35) Sec. 28-86.1. - Eluding a police officer.
- (36) Sec. 28-87. - Impersonating officers.
- (37) Sec. 28-88. - False police calls; tampering with alarm boxes.
- (38) Sec. 28-88.1. - False 911 calls prohibited.
- (39) Sec. 28-90. - Threatening or assaulting officers.
- (40) Sec. 28-90.1. - Disorderly conduct.
- (41) Sec. 28-91. - Obstruction of streets or sidewalks.
- (42) Sec. 28-92. - Fighting.
- (43) Sec. 28-106. - Display of firearms prohibited.
- (44) Sec. 28-107. - Discharge of bows and arrows prohibited; exception.
- (45) Sec. 28-108. - Pointing or discharging firearms, etc.
- (46) Sec. 28-122. - Allowing or encouraging a minor to commit offenses; penalty.
- (47) Sec. 28-123. - Parental responsibility; failure to control; penalty.
- (48) Sec. 28-124. - Commission of a crime in the presence of minors; penalty.
- (49) Sec. 28-125. - Permitting crimes or disorderliness on premises; penalty.
- (50) Sec. 28-127. - Furnishing tobacco products to minors; minors in possession of tobacco products; penalty.
- (51) Sec. 28-128. - Permitting or allowing gatherings where minors are consuming alcohol containing beverages.
- (52) Sec. 28-130. - Possession of dangerous drugs.
- (53) Sec. 28-131. - Possession and sale of certain toxins and other drugs prohibited.
- (54) Sec. 28-132. - Possession or sale of drug related paraphernalia.
- (55) Sec. 28-132.1. - Maintaining a drug house prohibited.
- (56) Sec. 26-3. - Prohibited generally [noise].

(c) It shall not be considered a Nuisance Violation to report unlawful conduct.

(d) A property owner not in possession of his/her property is only in violation of this section if s/he intentionally continues to lease his/her property to anyone violating the provisions of this section. For the purpose of this ordinance intent means knowledge of the Nuisance Violations occurring on the property.

(e) Any property owner charged with violating the provisions of this section may submit a property improvement plan to the municipal judge compliance with which may serve as a condition of a deferred sentence. The judge shall have the discretion to determine whether such property improvement plan will likely preclude the commission of further Nuisance Violations on the subject property.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

KATHERINE BOLLES, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE II, OFFENSES AGAINST MORALS, SECTION 28-20, DISORDERLY HOUSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 28, Offenses -- Miscellaneous, Article II, Offenses Against Morals, Section 28-20, Disorderly house, is hereby amended to read as follows:

(a) It shall be unlawful for any person to keep, maintain ~~or~~, reside, or otherwise make available in any Disorderly House or to aid or assist another in keeping, maintaining or residing in such house. ~~It shall also be unlawful for any person to continue to lease or let any property to anyone convicted of keeping, maintaining or residing in a Disorderly House.~~

(b) As used herein the term "Disorderly House" shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to unlawfully:

- (1) engage in drinking intoxicating or non-intoxicating beverages;
- (2) inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under sections 28-130 or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes.

“Disorderly house” shall also include any property on which three or more Nuisance Violations have occurred within a floating 90-day period which shall begin on the date of a violation. “Nuisance Violation” shall be any felony or a violation of:

- (3) Sec. 28-1. - Aiding in offense.
- (4) Sec. 28-2. - Attempt to commit offense.
- (5) Sec. 28-21. - Gambling.
- (6) Sec. 28-22. - Indecent exposure.
- (7) Sec. 28-25. - Public intoxication.
- (8) Sec. 28-26. - Soliciting for illegal purpose.
- (9) Sec. 28-27. - Procurers and pimps.
- (10) Sec. 28-28. - Urination in public.
- (11) Sec. 28-29. - Solicitation of drinks.
- (12) Sec. 28-30. - Obscene material and displaying material harmful to minors.
- (13) Sec. 28-40. - Assault.
- (14) Sec. 28-41. - Assault and battery.
- (15) Sec. 28-42. - Throwing objects at persons prohibited.
- (16) Sec. 28-43. - Obscene, threatening or harassing telephone calls; penalty.
- (17) Sec. 28-54. - Trespass.
- (18) Sec. 28-55. - Squatting on public or private property.

- (19) Sec. 28-56. - Parking on private property without consent.
- (20) Sec. 28-58. - Malicious injury or destruction of property.
- (21) Sec. 28-59. - Altering, removing or tampering with utility property prohibited.
- (22) Sec. 28-60. - Injuring or molesting automobiles prohibited.
- (23) Sec. 28-61. - Damaging buildings.
- (24) Sec. 28-62. - Damaging letter boxes and posts prohibited.
- (25) Sec. 28-64. - Molesting meter boxes; using meter box key.
- (26) Sec. 28-65. - Damaging hydrants or water pipes prohibited.
- (27) Sec. 28-66. - Damaging public lamps, poles, signs, etc., prohibited.
- (28) Sec. 28-67. - Interfering with water pipes.
- (29) Sec. 28-70. - Concealing lost property.
- (30) Sec. 28-71. - Bringing stolen property into city.
- (31) Sec. 28-74. - Throwing objects at vehicles prohibited.
- (32) Sec. 28-75. - Receiving and/or concealing stolen property.
- (33) Sec. 28-76. - Sleeping in certain places.
- (34) Sec. 28-86. - Resisting or interfering with an officer.
- (35) Sec. 28-86.1. - Eluding a police officer.
- (36) Sec. 28-87. - Impersonating officers.
- (37) Sec. 28-88. - False police calls; tampering with alarm boxes.
- (38) Sec. 28-88.1. - False 911 calls prohibited.
- (39) Sec. 28-90. - Threatening or assaulting officers.
- (40) Sec. 28-90.1. - Disorderly conduct.
- (41) Sec. 28-91. - Obstruction of streets or sidewalks.
- (42) Sec. 28-92. - Fighting.
- (43) Sec. 28-106. - Display of firearms prohibited.
- (44) Sec. 28-107. - Discharge of bows and arrows prohibited; exception.
- (45) Sec. 28-108. - Pointing or discharging firearms, etc.
- (46) Sec. 28-122. - Allowing or encouraging a minor to commit offenses; penalty.
- (47) Sec. 28-123. - Parental responsibility; failure to control; penalty.
- (48) Sec. 28-124. - Commission of a crime in the presence of minors; penalty.
- (49) Sec. 28-125. - Permitting crimes or disorderliness on premises; penalty.
- (50) Sec. 28-127. - Furnishing tobacco products to minors; minors in possession of tobacco products; penalty.
- (51) Sec. 28-128. - Permitting or allowing gatherings where minors are consuming alcohol containing beverages.
- (52) Sec. 28-130. - Possession of dangerous drugs.
- (53) Sec. 28-131. - Possession and sale of certain toxins and other drugs prohibited.
- (54) Sec. 28-132. - Possession or sale of drug related paraphernalia.
- (55) Sec. 28-132.1. - Maintaining a drug house prohibited.
- (56) Sec. 26-3. – Prohibited generally [noise].

(c) It shall not be considered a Nuisance Violation to report unlawful conduct.

(d) A property owner not in possession of his/her property is only in violation of this section if s/he intentionally continues to ~~lease~~ make available his/her property to anyone violating the provisions of this section. For the purpose of this ordinance intent means knowledge of the Nuisance Violations occurring on the property.

(e) Any property owner charged with violating the provisions of this section may submit a property improvement plan to the municipal judge compliance with which may serve as a condition of a deferred sentence. The judge shall have the discretion to determine whether such property improvement plan will likely preclude the commission of further Nuisance Violations on the subject property.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

KATHERINE BOLLES, City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council
FROM: J. Guy Henson, City Manager
DATE: July 12, 2016
SUBJECT: Discussion and consideration of replacing Daniel McClure Jr. as vice mayor.

This item is on the agenda at the request of Mayor Dukes. Action is at the discretion of the Council.

A handwritten signature in black ink, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP
City Manager



NEW BUSINESS/
PUBLIC DISCUSSION



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

July 12, 2016 - 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. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of purchasing from Professional Turf Products, L.P. two (2) new Toro Greensmaster 3150-Q greens mowers in the amount of \$29,946.58 each and one (1) used 2012 GM4500 rough mower in the amount of \$31,465.00 for a total of \$91,358.16 for mowing equipment for John Conrad Golf Course under the provisions of the Oklahoma Central Purchasing contract number SW-190. (Community Services - V. Sullivan)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

June 28, 2016 – 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 Daniel McClure Jr., Pat Byrne, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Chairman Dukes called the meeting to order at 7:03 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for June 28, 2016. The Trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:04 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR
MIDWEST CITY MUNICIPAL AUTHORITY MEETING**

June 28, 2016 - 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 Daniel McClure Jr., Pat Byrne, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore. Chairman Dukes called the meeting to order at 8:21 p.m.

Consent Agenda. Motion was made by McClure, 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 June 14, 2016, as submitted.
2. Discussion and consideration of entering into a contract with Smith-Roberts-Baldischwiler, L.L.C ("SRB") in the amount of \$21,000 to perform an ALTA/ACSM survey and prepare a plat of the Sheraton-Reed Center campus and adjacent property.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2016.
4. Discussion and consideration of renewing an agreement with Aimbridge Hospitality, L.P. to provide qualified management services at the Sheraton Midwest City Hotel and Reed Conference Center for fiscal year 2016-2017.
5. Discussion and consideration of renewing a contract, with modifications, for FY2016-2017 Public Works General and Emergency Services with Silver Star Construction Company.
6. Discussion and consideration of awarding a bid to and entering into a contract with Roll-Offs USA, Inc. to purchase new metal Four-Yard Front Load Refuse Containers with Polyethylene Lids for \$567 each and with wheels or casters for \$617 each; Six- Yard Containers for \$718 each and with wheels or casters for \$768 each; and Eight- Yard Containers for \$849 each and with wheels or casters for \$899 each.

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

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

Adjournment. There being no further business, motion was made by Allen, seconded by McClure, to adjourn. Voting aye: McClure, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried. The meeting adjourned at 8:22 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Vaughn Sullivan, Community Services Director

DATE: July 12, 2016

SUBJECT: Discussion and consideration of purchasing from Professional Turf Products, L.P. two (2) new Toro Greensmaster 3150-Q greens mowers in the amount of \$29,946.58 each and one (1) used 2012 GM4500 rough mower in the amount of \$31,465.00 for a total of \$91,358.16 for mowing equipment for John Conrad Golf Course under the provisions of the Oklahoma Central Purchasing contract number SW-190.

John Conrad Golf Course staff has obtained pricing under provisions of the Oklahoma Central Purchasing Act for the purchase of two (2) new Toro Greensmaster 3150-Q greens mowers in the amount of \$29,946.58 each and one (1) used 2012 GM4500 rough mower in the amount of \$31,465.00 for a total of \$91,358.16.

Our due diligence has revealed the pricing on state contract SW-190 to be competitive with other equipment of like kind and quality and staff recommends approval.

Funds were budgeted and are available in the golf capital outlay account.

Vaughn K. Sullivan
Community Services Director

Enc. Oklahoma Central purchasing contract number SW-190
SW-190 Quote From Professional Turf products, L.P.



Professional Turf Products, L.P.
 3621 So. 73rd East Ave, Bldg. 1
 Tulsa, Oklahoma 74145
 Dennis Lindemann
 (888) 776-8873 ext. 5468
 lindemannd@proturf.com



Ship To	John Conrad Regional Park Golf Course	Date	6/22/2016
Bill To	OK State Contract SW-190	Tax Rate	
Contact	Brian Lowrie	Destination	1.50%
Address	711 S. Douglas Blvd.	Trade-In	
City	Midwest City, OK	Finance	
State	OK	Account Type	STD
Postal Code	73130-4213	Comments: OK State Contract SW-190 is for a 20% discount on Toro commercial wholegoods and no discount from market price on used equipment.	
Phone	(405) 732-2209		
Fax			

Proposal

Qty	Model #	Description	Unit	Extended	Toro List Price
2	04358	Greensmaster 3150-Q	\$ 22,775.22	\$ 45,550.44	\$ 55,618.00
6	04654	11 BL. Cutting Unit	\$ 2,077.60	\$ 12,465.60	\$ 15,582.00
6	115-7388	Smooth Roller Asm(DIA 2.5)	\$ 134.99	\$ 809.94	\$ 1,254.00
2	04554	Light Kit - LED	\$ 484.38	\$ 988.76	\$ 1,182.00
2	30064	MVP Filter Kit-GR3150 GR3150-Q	\$ 50.80	\$ 101.60	\$ 124.06
			\$	59,008.04	\$ 73,760.06
SubTotal			\$	59,008.04	
Destination			\$	885.12	
TOTAL			\$	59,893.16	
1	TAG-LOT-4081	GM4500 30857 312/137 refurbished 2012 with 1438 hours and offered with a 30-day Professional Turf Products warranty Used GM4500	\$	31,000.00	\$ 31,000.00
			\$	31,000.00	\$ 31,000.00
SubTotal			\$	31,000.00	
Destination			\$	465.00	
TOTAL			\$	31,465.00	



**State of Oklahoma
Office of Management and Enterprise
Services, Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 02/23/2015

Statewide Contract #: SW-190

Contract Title: Mowers and Hand Held Equipment

Addendum Date: 02/23/2016

Addendum #: 2

This addendum serves to renew the contract for an additional one year period.

Contract Period: 02/23/2016 through 02/22/2017.

**Marvin's Mowers will not be participating in the contract this year.
All other vendors remain on the contract.**

Contact Information

Website:

Company Name	Professional Turf Products
Doing Business as (if applicable)	
Contact Person for Solicitation Response	Karl C. Kaukis
Phone	817-785-1900
Email	sales@proturf.com
Fax	817-785-1901
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are are different than the payment address)	Professional Turf Products 1010 N. Industrial Blvd. Euless, TX 76039
City, State, Zip	
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	Karl C. Kaukis
Phone	817-785-1900
Fax	817-785-1901
Email	sales@proturf.com
Secondary Contact for Contract/Ordering	
Phone	
Fax	
Email	
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	Remit to: PO Box 201349 Dallas, TX 75320-1349
City, State, Zip	
Contact Person/Department for payment	Debi White
Phone	817-785-1900
Fax	817-785-1901
Email	whited@proturf.com
Counties You can provide products/warranty service/repair parts to	<input checked="" type="checkbox"/> All counties in Oklahoma OR just these counties: _____
(include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days) Net 10	Please state any discount applied if paid and within what time frame. 0%
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)

If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products

Copy of Oklahoma Motor Vehicle Commission license if applicable to the products you sell.

Copy of Certificate of Good Standing (if required to be registered with the Secretary of State of Oklahoma)

Attachments

G. OTHER

None

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Mowers and Hand Held equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price changes and a note will be made to the website where your contract will be located.

The Vendor will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: WWW.proturf.com

Log-in required? Yes No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Vendor. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: 0 % After Market Parts: 0 %

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: 0 % "Hard Copy" Repair parts manual: 0 %

Electronic (cd, dvd) Operator Manual: 0 %
Electronic (cd, dvd) Service Manual: 0 %
Extended Warranty offered? Yes No
warranty purchase. Discount offered 0 %

"Hard Copy" Operator's manual: 0 %
'Hard Copy' Service Manual: 0 %
If yes, please attach information for the extended



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

July 12, 2016 - 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 on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustee, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of ratifying the approval of the management representation letter to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013. (City Manager - G. Henson)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)
- F. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

June 28, 2016 – 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 Daniel McClure Jr., Pat Byrne, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Chairman Dukes called the meeting to order at 7:04 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for June 28, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:04 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

June 28, 2016 - 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 Daniel McClure Jr., Pat Byrne, Sean Reed, and Christine Allen,; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Chairman Dukes called the meeting to order at 8:22 p.m.

Consent Agenda. Motion was made by Allen, 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 June 14, 2016, as submitted.
2. Discussion and consideration of renewing the agreement with Capitol Decisions, Inc. in the total amount of \$70,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2016 through December 31, 2016.
3. Discussion and consideration of accepting the Year-End Report of the Trust Board of Grantors for fiscal year 2015-16.

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

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.** No action was needed or taken on this item.

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

Executive Session.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** Motion was made by McClure, seconded by Allen, to go into executive session. Voting aye: McClure, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried. The trustees went into executive session at 8:23 p.m. Chairman Dukes reconvened the meeting in open session at 9:20 p.m. Motion was made by Reed, seconded by Allen, to authorize the general manager/administrator to proceed as discussed in executive session. Voting aye: McClure, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

Adjournment. There being no further business, motion was made by Reed, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried. The meeting adjourned at 9:20 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: GHenson@MidwestCityOK.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes, II
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Price-Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: July 12, 2016

SUBJECT: Discussion and consideration of ratifying the approval of the management representation letter to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.

Attached for your review and approval is the same management representation letter that you approved on June 14, 2016. At that time, you also accepted the audit for calendar years 2012 and 2013 for the entity leasing the property associated with the McAlister's/Office Depot/Dick's Sporting Goods development, half of which is owned by the Hospital Authority and leased to the City.

To establish a "bright line" as to when all of the financial affairs of STC II, LLC for 2012 and 2013 are finalized, the date of your approval/acceptance, the date of the representation letter and the date of the audit should all be the same. The only way for that to occur is for this item to be presented to you once again as Grant Thornton has agreed that it can date the representation letter and audit July 12, 2016 which will then match the date of your approval/acceptance of the attached documents which have not changed, except for their dates, since you saw them last month.

Staff recommends approval.

J. GUY HENSON
General Manager/Administrator

(Entity letterhead)

Date of audit report

Grant Thornton LLP
201 South College Street
Suite 2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the “Entity”), which comprise the balance sheets as of December 31, 2013 and December 31, 2012, and the related statement of operations, changes in members’ deficit, and cash flows for the year ended December 31, 2013 and the period from January 11, 2012 (Inception) to December 31, 2012, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (“US GAAP”) and whether the supplementary information is fairly presented, in all material respects, in relation to the financial statements as a whole.

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of (date of the audit report), the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management

- b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
 3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
 4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
 5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
 6. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*TM (ASC) 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2013, and the period from January 11, 2012 (Inception) to December 31, 2012 as determined in the supplementary schedules of net operating income, debt, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.

9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the Agreement.
10. We believe that the rent expense for participation rent is \$141,648 for the year ended December 31, 2013 and \$0 for the period from January 11, 2012 (Inception) to December 31, 2012.
11. We believe that amounts due for participation rent are \$0 and \$0 as of December 31, 2013 and 2012, respectively.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Matthew D. Dukes, II, Mayor of Midwest City, Oklahoma
and Chairman of the Midwest City Memorial Hospital Authority

Robert Collett, Managing Member

John Cheek, Consultant to Collett & Associates as agent for Sooner Town Center II, LLC

Kemp Woollen, Chief Financial Officer, Collett & Associates as agent for Sooner Town Center II, LLC

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center II, LLC

December 31, 2013 and 2012

Table of contents

Report of Independent Certified Public Accountants	1-2
Financial statements:	
Balance sheets	3
Statements of operations	4
Statements of changes in members' deficit	5
Statements of cash flows	6
Notes to financial statements	7-12
Supplementary information:	
Schedule I – Net operating income	14
Schedule II – Debt service	15
Schedule III – Net cash flow	16
Schedule IV – Subtenant rents	17

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of **Sooner Town Center II, LLC** (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2013 and 2012, and the related statements of operations, changes in members' deficit, and cash flows as of December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the year ended December 31, 2013 and the period from January 11, 2012 (Inception) to December 31, 2012, in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Charlotte, North Carolina


Balance sheets

December 31	2013	2012
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,021,741	6,021,741
Land improvements and signage	1,772,746	1,769,945
Construction in progress	429,616	-
	8,224,103	7,791,686
Less – Accumulated depreciation	(383,706)	(54,292)
Real property, net	7,840,397	7,737,394
Other assets:		
Cash	742,382	-
Restricted cash	70	1,000
Accounts receivable	91,534	128,964
Accounts receivable - other	-	226,768
Deferred charges and other assets, net	636,260	560,676
Total assets	9,310,643	8,654,802
Liabilities and members' deficit		
Liabilities:		
Note payable	9,092,944	8,479,267
Accounts payable and accrued expenses	527,424	183,660
Unearned revenue	63,458	-
Total liabilities	9,683,826	8,662,927
Members' deficit	(373,183)	(8,125)
Total liabilities and members' deficit	9,310,643	8,654,802

The accompanying notes are an integral part of these financial statements.

Statements of operations

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Rental revenues	944,379	128,964
Operating expenses:		
Common area maintenance	67,386	8,979
General and administrative expenses	260,925	13,493
Rent expense	186,648	7,621
Depreciation and amortization	404,244	65,908
Total operating expenses	919,203	96,001
Interest expense	340,234	41,088
Net loss	(315,058)	(8,125)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members'
	Deficit
	\$
Members' deficit, December 31, 2012	(8,125)
Net loss	(315,058)
Distributions	(50,000)
Members' deficit, December 31, 2013	(373,183)

Statements of cash flows

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Cash flows from operating activities:		
Net loss	(315,058)	(8,125)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	329,414	54,292
Amortization	74,830	11,616
Change in operating assets and liabilities:		
Restricted cash	930	(1,000)
Accounts receivable	37,430	(128,964)
Accounts receivable - other	226,768	(226,768)
Deferred charges and other assets	(150,414)	(436,002)
Accounts payable and accrued expenses	343,764	183,660
Unearned revenues	63,458	-
Net cash provided by (used in) operating activities	611,122	(551,291)
Cash flows from investing activities:		
Additions to real property	(432,417)	(7,791,686)
Net cash used in investing activities	(432,417)	(7,791,686)
Cash flows from financing activities:		
Proceeds from issuance of interim note payable	-	2,000,000
Extinguishment of interim note payable	-	(2,000,000)
Proceeds from issuance of long-term note payable	657,703	8,479,267
Payments on long-term note payable	(44,026)	-
Deferred loan fees	-	(136,290)
Member distributions	(50,000)	-
Net cash provided by financing activities	563,677	8,342,977
Net increase in cash	742,382	-
Cash, beginning of period	-	-
Cash, end of year	742,382	-
Supplemental disclosures of cash flow information:		
Cash paid for interest, net of capitalized interest of \$0 and \$29,775	317,118	25,708

The accompanying notes are an integral part of these financial statements.

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company developed and operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

Restricted cash includes \$1,000 for a deposit with a title company for a house demolition.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2013, the Company had two tenants. Accordingly, 100% of rental revenues and accounts receivable were related to these tenants. As of December 31, 2012, the Company had one tenant. Accordingly, 100% of rental revenues and accounts receivable related to this tenant.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$238,409 and \$23,117 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$91,534 and \$23,117 as of December 31, 2013 and 2012, respectively, and are recognized as accounts receivable on the accompanying balance sheets. Interest income is recognized as it is earned. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Rental revenue received in advance from tenants is recognized as unearned rent on the accompanying balance sheets. Unearned rent revenue as of December 31, 2013, was \$63,458. There was no unearned rent revenue as of December 31, 2012.

The Project consists of 69,000 square feet of retail space and was completed in 2012. At December 31, 2013, two tenants occupying 53,600 square feet were operating non-cancelable leases providing for future minimum rents of \$6,083,283, with the latest expiration date of January 31, 2023.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2013, are as follows. The lease has a renewal option, which is not included below.

	Amount
	\$
2014	722,488
2015	722,488
2016	722,488
2017	722,488
2018	641,248
Thereafter	2,552,083
	6,083,283

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2013 and 2012.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Interest costs capitalized for the period from January 11, 2012 (Inception) to December 31, 2012 was \$29,775. The Company ceased capitalization of interest as of October 31, 2012, when construction of the Project was considered to be substantially complete, thus there was no capitalized interest for the year ended December 31, 2013.

Depreciation on real property charged to operations was \$329,414 and \$54,292 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2013, and for the period from January 11, 2012 (Inception) to December 31, 2012.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs, and are stated at cost net of accumulated amortization. At December 31, 2013 and 2012, total deferred charges capitalized were \$696,744 and \$522,556, respectively, with accumulated amortization of \$86,446 and \$11,616, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$52,115 and \$5,937 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$22,715 and \$5,679 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Deferred charges and other assets also includes \$25,962 and \$49,736 of prepaid expenses at December 31, 2013 and 2012, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Debt

The Company entered into an interim note payable agreement with First National Bank for \$2,000,000 on June 14, 2012, with a fixed interest rate of 5% per annum. Interest payments on this note were due monthly. The entire principal balance of this note was refinanced by the note payable referenced in the following paragraph.

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Total amounts drawn on this loan as of December 31, 2013 and 2012, were \$9,092,944 and \$8,479,267, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. From September 18, 2012 to September 10, 2013, the interest rate is variable at a rate equal to 3% per annum in excess of the London Interbank Offered Rate (LIBOR). From September 11, 2013 to September 10, 2018, the interest rate is variable at a rate equal to 3% per annum in excess of the Treasury Rate but not less than 4½%. Interest only payments on the amounts disbursed under the note will be paid monthly until October 10, 2013, at which time principal and interest payments will begin. The entire unpaid balance of principal and accrued unpaid interest owing on the note will be due and payable on September 10, 2018.

Interest incurred related to the above loans totaled \$340,234 and \$70,863 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2014	183,436
2015	193,616
2016	203,036
2017	212,914
2018	8,299,942
	<u>9,092,944</u>

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Rental expense totaled \$45,000 and \$7,621 as of December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Rent expense incurred and unpaid totaled \$0 and \$7,621 as of December 31, 2013 and 2012, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2014	45,000
2015	45,000
2016	45,000
2017	45,000
2018	45,000
Thereafter	3,002,882
	<u>3,227,882</u>

The Company also has a ground lease with the City, an affiliated entity, with participation rent equivalent to 50% of net operating income as defined in excess of debt service measured on a cumulative basis. Rent commenced on October 31, 2012, under this lease which expires on October 31, 2062, with a five year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent will be \$1. Rent expense under this lease is \$141,648 and \$0 for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development, and brokerage services to the Company. The Company paid \$0 and \$81,156 in leasing commissions to Collett for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Additionally, the Company paid Collett \$0 and \$102,000 in development fees in connection with the construction of the Project for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. The Company also paid nominal amounts to Collett for accounting services and paid nominal amounts for various expense reimbursements to Collett for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Property management fees totaling \$38,283 were paid to Collett for the year ended December 31, 2013; no such fees were paid for the period from January 11, 2012 (Inception) to December 31, 2012.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing and development services to the Company. The Company paid \$0 and \$76,156 in leasing commissions to SIR for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Additionally, the Company paid SIR \$0 and \$102,000 in development fees in connection with the construction of the Project for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$27,450 and \$8,150 in fees to Cheek for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. Accrued tax and accounting fees payable to Cheek were \$0 and \$21,000 at December 31, 2013 and 2012, respectively, and are included in accounts payable and accrued expenses on the accompanying balance sheets.

During the period from January 11, 2012 (Inception) to December 31, 2012, STC advanced the Company \$1,000,000 and also paid \$281,000 to various vendors on the Company's behalf. The Company repaid these amounts in full as of December 31, 2012. The Company also subleases land from STC (See Note 3). Nominal amounts of invoices were paid by STC during 2013.

The Company has a \$0 and \$100,000 receivable due from the City as of December 31, 2013 and 2012, respectively, related to a cost sharing agreement for a construction expediting fee. Also, the Company paid \$0 and \$18,046 to the City for permit fees for the year ended December 31, 2013 and for the period from January 11, 2012 (Inception) to December 31, 2012, respectively. The Company also leases land from the City (See Note 3). Utility expenses paid during 2013 from the City totaled \$31,376.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2013, through , the date the financial statements were available to be issued.

Supplementary information

Schedule I – Net operating income

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Rental revenues per audited financial statements	944,379	128,964
Adjustments to cash basis:		
Rent receivable	14,313	(105,847)
Common area maintenance receivable	23,117	(23,117)
Unearned rent	63,458	-
Gross operating revenue (cash basis)	1,045,267	-
Total operating expenses	919,203	96,001
Adjustments for non-cash expenses and expenses funded with loan proceeds		
Depreciation and amortization	(404,244)	(65,908)
Expenses paid with loan proceeds	(369)	(15,340)
Non-cash insurance expense	(3,248)	-
Utility deposits	70	-
Participation rent, accrued or paid	(141,648)	-
Operating expenses	369,764	14,753
Net operating income	675,503	(14,753)

Schedule II – Debt service

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Debt service:		
Interest expense per audited financial statements	340,234	41,088
Interest expense paid with loan proceeds	(22,186)	(25,708)
Loan costs	-	136,290
Loan costs paid with loan proceeds	-	(136,290)
Principal payments	44,026	-
Total debt service	362,074	15,380

Schedule III – Net cash flow

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Net operating income	675,503	(14,753)
Less - Debt service	(362,074)	(15,380)
Net cash flow, current year	313,429	(30,133)
Net cash flow, cumulative	283,296	(30,133)
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	141,648	-

Schedule IV – Subtenant rents

	For the year ended December 31, 2013	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$
Tenant rents	1,045,267	-
Total rents (cash basis)	1,045,267	-



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
Daniel McClure Jr.
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: July 12, 2016

SUBJECT: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
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: J. Guy Henson, General Manager/Administrator

DATE: July 12, 2016

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

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator



ECONOMICAL DEVELOPMENT
COMMISSION AGENDA



MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

July 12, 2016 – 7:04 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 special meeting of June 14, 2016, as submitted. (City Clerk - S. Hancock)
 - 2. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending June 30, 2016. (City Manager - G. Henson)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEMS



Notice of this special meeting of the Midwest City Economic Development Commission was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

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

June 14, 2016 - 6:00 p.m.

This special meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Commissioners Daniel McClure Jr., 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 7:00 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Economic Development Commission agenda for June 14, 2016. The commissioners had no questions about any of the items on the agenda.

Chairman Dukes closed the meeting at 7:00 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special meeting of the Midwest City Economic Development Commission was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

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

June 14, 2016 - 7:03 p.m.

This special meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma with the following members present: Chairman Matt Dukes; Commissioners Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 9:29 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by Reed, to approve the consent agenda items, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of April 12, 2016; and the special meetings of May 5, 2016 and May 23, 2016, as submitted.
2. Discussion and consideration of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2016-17 for \$3,000 per month to implement economic development events in the city of Midwest City.

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

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

Adjournment. There being no further business, motion was made by McClure, seconded by Dawkins, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 9:30 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: July 12, 2016

SUBJECT: Discussion and consideration of accepting the Midwest City Chamber of
Commerce's quarterly report for the period ending June 30, 2016.

Staff recommends acceptance of the report as presented.

A handwritten signature in black ink, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP
City Manager

Midwest City Chamber of Commerce Quarterly Report

June 30, 2016

The following is a quarterly report of the Midwest City Chamber of Commerce staff relating to Tinker and the Primes and Economic Development for the quarter ending June 30, 2016.

Meetings and Events:

Thursday, April 7, 2016: Chamber Director secured advertising for the I-40 Billboard.

Tuesday, April 12, 2016: Staff met with Tinker and the Primes Project Manager and Rose State College staff.

Thursday, April 14, 2016: Staff conducted an Industry and Economic Development Session for the 2016 Leadership Midwest City class with the City of Midwest City Economic Development Director.

Wednesday, April 20, 2016: Chamber Director attended Economic Development Advisory Committee meeting at City Hall.

Friday, April 22, 2016: Staff met with Rose State College and TAP Project Manager to discuss 2016 Tinker and the Primes event details.

Thursday, April 28, 2016: Staff met with TAP Project Manager, Tinker AFB personnel and Rose State College staff.

Tuesday, May 3, 2016: Staff met with TAP Project Manager to discuss 2016 Tinker and the Primes event details.

Wednesday, May 11, 2016: Staff met with TAP Project Manager to discuss 2016 Tinker and the Primes Event details.

Tuesday, May 17, 2016: Staff met with TAP Project Manager and Reed Center staff to discuss Tinker and the Primes event details.

Monday, May 23, 2016: Chamber Director and TAP Project Manager met with Tinker AFB Senior Leadership to discuss 2016 Tinker and the Primes agenda topics.

Wednesday, May 25, 2016: Chamber Director met with TAP Project Manager and Tinker AFB Senior Leadership to discuss 2016 Tinker and the Primes agenda topics.

Wednesday, May 25, 2016: Staff met with TAP Project Manager, Rose State College, Reed Center and contracted vendors to discuss 2016 Tinker and the Primes event and logistics.

Friday, June 10, 2016: Staff met with TAP Project Manager to discuss 2016 Tinker and the Primes event details.

Monday, June 20, 2016: Chamber Director and staff met with TAP Project Manager and Tinker AFB Senior Leadership to discuss 2016 Tinker and the Primes agenda topics.

Wednesday, June 22, 2016: Staff met with graphic designer for 2016 TAP event program.

Friday, June 24, 2016: Staff met with TAP Project Manager and Rose State College Staff to discuss 2016 Tinker and the Primes event details.

Chamber staff continues to meet with prospective participants for the Tinker and the Primes August 22-24, 2016 event and have one available booth remaining inside the ballroom.

Chamber staff continues to provide information and support necessary for the continued efforts of Economic Development and the success of Tinker and the Primes Requirements Symposium.

Respectfully,
Bonnie Cheatwood
Executive Director
Midwest City Chamber of Commerce



NEW BUSINESS/
PUBLIC DISCUSSION





UTILITIES AUTHORITY
AGENDA



MIDWEST CITY UTILITIES AUTHORITY AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

July 12, 2016 – 7:04 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 ITEM.

1. Discussion and consideration of approving the minutes of the special meeting of June 14, 2016, as submitted. (City Clerk - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.



DISCUSSION ITEM



Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE STAFF BRIEFING FOR
MIDWEST CITY UTILITIES AUTHORITY SPECIAL MEETING**

June 14, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., 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 7:01 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Utilities Authority agenda for June 14, 2016. The trustees had no questions about any of the items on the agenda.

Chairman Dukes closed the meeting at 7:01 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY
UTILITIES AUTHORITY SPECIAL MEETING**

June 14, 2016 – 7:05 p.m.

This special meeting of the Midwest City Utilities Authority was held in the Council Chambers, City of Midwest City, County of Oklahoma, State of Oklahoma on June 14, 2016 at 9:31 p.m. with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 9:31 p.m.

Discussion Items.

1. **Public hearing with discussion and consideration of approving and adopting a resolution of the Midwest City Utilities Authority approving and adopting its budget for the 2016-17 fiscal year in the amount of \$50,200.** No one appeared before the trustees during the public hearing. Motion was made by McClure, seconded by Reed, to approve and adopt Resolution 2016-01, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of approving the minutes of the special meetings of July 28, 2015, May 5, 2016, and May 23, 2016, as submitted.** Motion was made by McClure, seconded by Reed, to approve the minutes of the special meetings of July 28, 2015, May 5, 2016, and May 23, 2016, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, motion was made by Reed, seconded by McClure, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

The meeting adjourned at 9:32 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

To: Honorable Chairman and Trustees
Midwest City Utilities Authority

From: J. Guy Henson, City Manager

Date: July 12, 2016

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

Appropriate information will be provided in executive session.

J. Guy Henson
City Manager