



MIDWEST CITY
MEETING AGENDAS FOR
May 24, 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

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.

May 24, 2016 – 6:00 PM

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for May 24, 2016.



CITY COUNCIL AGENDA



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

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.

May 24, 2016 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Community Services Director Vaughn Sullivan
 - Pledge of Allegiance - Councilmember Byrne
 - Community-related announcements
 - Mayor Dukes to recognize Dennis Newman
- 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 May 10, 2016, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$2,554; expenses/Street (09) \$2,554. Street & Alley Fund, expenses/Street (09) \$87,187. (Finance - J. Siemens)
 3. Discussion and consideration of accepting the City Manager's Report for the month of April 2016. (Finance - J. Siemens)
 4. Discussion and consideration of renewing an agreement with Everbridge in the amount of \$14,500 for a mass notification system for fiscal year 2016-17. (Emergency Management - M. Bower)
 5. Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Rose State College to provide dispatching services for the Rose State Security Office from July 1, 2016 through June 30, 2017 for \$27,250.00 per year. (Emergency Management - M. Bower)
 6. Discussion and consideration of renewing the agreement with Mid-Del Group Home for FY 16/17 to provide cleaning at various City parks at the rates of \$35.00 per pavilion for each weekend requested and \$35.00 per hour for special projects and events. (Community Services - V. Sullivan)

7. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055160160 from the State Department of Environmental Quality for the Commercial Retail Development Onsite and Easement Water Line Extension Project for the Sooner Rose Development at SE 15th Street and South Sooner Road, Midwest City, Oklahoma. (Community Development - P. Menefee)
 8. Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255B(405)CS, State Job Number 32589(07), with the Oklahoma Department of Transportation in the total amount of \$323,914 to reconstruct and signalize the railroad crossing located on Westminster Road between NE 10th Street and NE 23rd Street, with Midwest City contributing \$25,237. (Community Development - P. Menefee)
 9. Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255N(410)CS, State Job Number 32589(23), with the Oklahoma Department of Transportation in the total amount of \$465,415 to reconstruct and signalize the railroad crossing located on Douglas Boulevard, between NE 10th Street and NE 23rd Street, with Midwest City contributing \$31,027. (Community Development - P. Menefee)
 10. Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255B(411)CS, State Job Number 32589(24), with the Oklahoma Department of Transportation in the total amount of \$423,640 to reconstruct and signalize the railroad crossing located on Midwest Boulevard between NE 10th Street and NE 23rd Street, with Midwest City contributing \$30,923. (Community Development - P. Menefee)
 11. Discussion and consideration of reappointing Jess Huskey to the Board of Adjustment for an additional three-year term. (Community Development - B. Harless)
 12. Discussion and consideration of appointing the following Midwest City citizens to serve on the Charter Review Committee: Dr. Charles McDade, Lisa Stark, Glenn Goldschlager, and Espaniola Bowen. (City Manager - G. Henson)
- D. DISCUSSION ITEMS.
1. (PC-1869) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to C-4, General Commercial District, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as Lots 10-13 of Block 3 in the Kanaly's Second NE 23rd Street Addition. (Community Development - B. Harless)
 2. (PC-1870) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-MH-2, Manufactured Home Park District to R-2F, Two Family Attached Residential, and a resolution to amend the Comprehensive Plan from MH, Manufactured Home to Medium Density Residential for the property described as a part of the SW/4 of Section 8, T-11-N, R-1-W, located at 11004 SE 28th Street. (Community Development - B. Harless)

3. Discussion and consideration of appointing 1) a City councilmember to fill the vacancy on the Trails Advisory Committee created when Rick Rice concluded his City Council term; 2) a Park Board member to fill the vacancy on the Trails Advisory Committee created when Hazel Craddock concluded her Park Board term; and 3) a Sidewalk Committee member to fill the vacancy on the Trails Advisory Committee created when Turner Mann concluded his Sidewalk Committee term. (Community Development - B. Harless)
 4. Discussion and consideration of approving and adopting a resolution directing apportionment and disbursement of the increment generated as of April 30, 2016 from Tax Increment District Number One, City of Midwest City. (City Attorney - K. Bolles)
 5. Discussion and consideration of approving and passing an ordinance amending Chapter 12, Community Center, of the Midwest City Code; establishing an effective date; and providing for repealer and severability. (This item was under Further Information on the May 10, 2016 agenda.) (Community Services - V. Sullivan)
 6. Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46(a) and (b), Golf course rates; establishing an effective date; and providing for repealer and severability. (This item was under Further Information on the May 10, 2016 agenda). (Community Services - V. Sullivan)
 7. Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water Rates and Charges, Section 43-63 (a)(1) through (4), Water rates inside city; providing for repealer and severability. (City Clerk - S. Hancock)
 8. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees, and Section 18-28, Business and commercial service fees; and providing for repealer and severability. (Sanitation - P. Streets)
- E. NEW BUSINESS/PUBLIC DISCUSSION.
- F. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; 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)
- G. FURTHER INFORMATION.
1. 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. (Fire - B. Norton)

2. Minutes of the May 3, 2016 Planning Commission meeting. (Community Development - B. Harless)

H. 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

May 10, 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, Rick Dawkins, Sean Reed, **Christine Allen, and *Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:00 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for May 10, 2016. City Manager Guy Henson and Community Services Director Vaughn Sullivan 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 Moore arrived at 6:01 p.m. **Councilmember Allen arrived at 6:02 p.m., left the meeting at 6:04 p.m. and returned at 6:05 p.m.

The meeting recessed at 6:31 p.m. and reconvened at 6:33 p.m. for additional discussion of certain agenda items. The mayor closed the meeting at 6:41 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

May 10, 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, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none. Mayor Dukes called the meeting to order at 7:00 p.m.

Opening Business. The meeting opened with the invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember McClure. Councilmember McClure thanked Robert Toney for his accessibility suggestions for the Council meetings. City Manager Guy Henson and Mayor Dukes made community-related announcements Mayor Dukes then read a "Public Works Appreciation Week" proclamation and awarded plaques to Carl Albert Middle School students Jacob Larson and Kynzington Hacker who won the "Paint-A-Plow" art contest. He also read a "Kids to Parks Day" proclamation.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of April 26, 2016, as submitted.
2. Discussion and consideration of accepting the Annual Financial Report of the City of Midwest City and the Single Audit Report for the federal programs as of and for the year ended June 30, 2015.
3. Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2016 Youth Excel program.
4. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 for fiscal year 2016-2017 with Crutchco Public School to establish the terms and conditions under which Crutchco Public School will provide a school bus and driver for NIA Youth Summer Camp.
5. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055160161 from the State Department of Environmental Quality for the Commercial Retail Development Onsite and Easement Sewer Line Extension Project (near SE 15th Street and South Sooner Road) for the Sooner Rose Commercial Development, Midwest City, Oklahoma.

6. Discussion and consideration of 1) approval of the proposed 2016 Action Plan, a part of the 2015–2019 Consolidated Plan and Strategy, for the use of 2016 Community Development Block Grant (CDBG) funds, 2) authorization of the Mayor to submit the approved and/or modified certifications to the U.S. Department of Housing and Urban Development, and 3) authorization of the Mayor and City Manager to enter into the necessary or appropriate contracts to implement said program.
7. Discussion and consideration of approving and entering into five-year lease and maintenance agreements effective July 12, 2016 for fiscal year 2016-17 with Oklahoma Copier Solutions at a monthly lease rate of \$97.00 for one (1) Sharp MX-3050 photocopier and a rate of \$0.009 per black and white copy and \$0.0525 per color copy.
8. Discussion and consideration of ratifying and approving a Statement of Work – Confinement with the United States Armed Forces, executed by the city manager on May 5, 2016 on behalf of the City of Midwest City, which establishes additional terms and conditions under which federal prisoners can be housed in the City’s jail.
9. Discussion and consideration of renewing the Memorandum of Understanding in an amount not to exceed \$25,000 with the Oklahoma Department of Mental Health and Substance Abuse Services which establishes the terms and conditions under which the City participates in this program to identify eligible municipal offenders in Midwest City who are in need of behavioral health treatment services and fund supplies necessary to operate the screening program such as a computer or drug testing supplies in the amount of \$1,000.
10. 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.

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

Discussion Items.

1. **Discussion and consideration of appointing a replacement to fill Jim Ray’s seat on the Residential Parking Review Committee as his term on the Council has ended.** Motion was made by McClure, seconded by Reed, to appoint Pat Byrne to replace Jim Ray on the Residential Parking Review Committee. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of appointing four Midwest City citizens to serve on the Charter Review Committee.** Shane Bernard, 9320 Pear, and Charles Thompson, 10400 N.E. 4th, addressed the Council. No action was taken on this item.

New Business/Public Discussion.

Glenn Goldschlager, 1409 Evergreen Circle, and Charles Thompson, 10400 N.E. 4th, addressed the Council.

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 Mayor Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:25 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

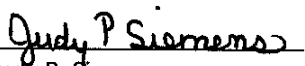
TO: Honorable Mayor and Council

FROM: Judy P. Siemens, Treasurer/Finance Director

DATE: May 24, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$2,554; expenses/Street (09) \$2,554. Street & Alley Fund, expenses/Street (09) \$87,187.

The first supplement is needed to budget revenue from sale of surplus property for Street Department to be used to outfit two new pickup trucks. The second supplement is needed to budget three railroad crossings: Douglas Blvd., Midwest Blvd. and Post Rd.


Judy P. Siemens
Treasurer / Finance Director

SUPPLEMENTS

May 24, 2016

Fund GEN GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Miscellaneous	2,554			
09	Street			2,554	
		2,554	0	2,554	0
Explanation: Budget surplus property proceeds for Street Department to be used to outfit two new pickup trucks.					

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			87,187	
		0	0	87,187	0
Explanation: Budget cost of three railroad crossings: Douglas Blvd, Midwest Blvd and Post Rd. Funding to come from fund balance.					



**THE CITY OF
MIDWEST CITY**
Finance Department

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Judy P. Siemens, Finance Director
DATE: May 24, 2016
SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of April, 2016.

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

April had 3 pay periods causing a decline in the following funds:

General (10)	<\$180,638>
Police (20)	<\$252,283>
Fire (40)	<\$213,785>

Sanitation (190) decreased and **Utilities Capital Outlay (189)** increased due to the budgeted transfer of \$286,654 for Transfer Station fees collected year-to-date.

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

Central OK Master Conservancy	<\$221,973>
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G.O. Debt Services (350) decreased due to the following activities:

Interest payment-Street Bonds	<\$38,513>
Principal payment-Street Bonds	<\$325,000>

MWC Hospital Authority (425) activities for April:

Compounded Principal:

(9010)-unrealized gain on investment	\$290,755
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Discretionary:

(9050)-unrealized gain on investment	\$52,052
(9050)-payment for SE 15 th /Sooner development	<\$142,697>

This item is at Council's discretion.

Judy P Siemens

Judy P Siemens
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2016
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,944,236	-	2,053,701	436,372	(545,837)	(109,465)	1,944,236
10	GENERAL	4,683,790	(131,831)	4,222,650	31,479,453	(31,150,144)	329,309	4,551,959
11	CAPITAL OUTLAY RESERVE	890,581	-	873,787	16,794	-	16,794	890,581
13	STREET AND ALLEY FUND	1,854,711	-	1,729,956	488,298	(363,543)	124,755	1,854,711
14	TECHNOLOGY FUND	491,304	-	481,257	364,694	(354,647)	10,048	491,304
16	REIMBURSED PROJECTS	979,476	(184,127)	675,743	507,819	(388,214)	119,605	795,349
17	29TH & DOUGLAS PROPERTY	5,500,000	(289,774)	5,210,226	114,839	(114,839)	-	5,210,226
20	MWC POLICE DEPARTMENT	1,274,043	(7,222)	1,518,741	10,534,745	(10,786,664)	(251,920)	1,266,821
21	POLICE CAPITALIZATION	885,052	-	676,458	448,006	(239,413)	208,594	885,052
25	JUVENILE FUND	59,208	-	104,185	95,060	(140,037)	(44,977)	59,208
30	POLICE STATE SEIZURES	48,455	-	38,409	16,563	(6,517)	10,046	48,455
31	SPECIAL POLICE PROJECTS	48,152	-	50,212	5,986	(8,046)	(2,060)	48,152
33	POLICE FEDERAL PROJECTS	88,624	-	92,441	1,220	(5,036)	(3,816)	88,624
34	POLICE LAB FEE FUND	18,738	-	21,465	9,415	(12,143)	(2,728)	18,738
35	EMPLOYEE ACTIVITY FUND	16,754	-	15,875	9,864	(8,985)	879	16,754
36	JAIL	156,414	-	185,400	90,986	(119,973)	(28,986)	156,414
37	POLICE IMPOUND FEE	172,173	-	111,976	61,962	(1,766)	60,196	172,173
40	MWC FIRE DEPARTMENT	1,106,713	(4)	888,234	8,442,244	(8,223,768)	218,475	1,106,709
41	FIRE CAPITALIZATION	527,873	-	592,836	309,914	(374,876)	(64,962)	527,873
45	MWC WELCOME CENTER	341,042	(119)	325,488	173,918	(158,484)	15,434	340,922
46	CONV / VISITORS BUREAU	175,072	-	140,024	277,668	(242,621)	35,048	175,072
50	DRAINAGE TAX FUND	179,403	-	253,942	184,901	(259,440)	(74,539)	179,403
60	CAPITAL DRAINAGE IMP	398,786	-	334,872	378,755	(314,841)	63,914	398,786
61	STORM WATER QUALITY	910,322	-	884,423	631,472	(605,574)	25,899	910,322
65	STREET TAX FUND	1,285,725	-	1,080,011	381,931	(176,217)	205,714	1,285,725
70	EMERGENCY OPER FUND	733,165	-	740,750	342,722	(350,307)	(7,585)	733,165
75	PUBLIC WORKS ADMIN	260,465	-	216,227	765,657	(721,419)	44,238	260,465
80	INTERSERVICE FUND	93,199	-	146,291	1,801,408	(1,854,501)	(53,093)	93,199
81	SURPLUS PROPERTY	306,742	(241,237)	57,402	42,572	(34,468)	8,104	65,506
115	ACTIVITY FUND	242,689	-	304,088	152,218	(213,616)	(61,398)	242,689
123	PARK & RECREATION	541,123	-	378,386	465,186	(302,449)	162,737	541,123
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	368,408	(368,408)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	230,241	(5,568)	261,039	54,232	(90,598)	(36,366)	224,673
143	GRANT FUNDS	86,379	(26,379)	58,318	303,643	(301,961)	1,682	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending April, 2016
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,902,300	(5,832)	2,530,406	780,012	(413,951)	366,062	2,896,468
172	CAP. WATER IMP-WALKER	522,663	(13,850)	864,897	388,577	(744,660)	(356,084)	508,813
178	CONST LOAN PAYMENT REV	2,028,872	(12,218)	1,694,117	603,302	(280,766)	322,537	2,016,654
184	SEWER BACKUP FUND	80,756	-	80,681	1,542	(1,466)	76	80,756
186	SEWER CONSTRUCTION	6,167,472	(2,772,556)	4,652,015	1,296,169	(2,553,267)	(1,257,099)	3,394,916
187	UTILITY SERVICES	421,630	(924)	384,521	938,710	(902,526)	36,185	420,706
188	CAP. SEWER IMP.-STROTH	200,139	(8,439)	166,194	347,971	(322,465)	25,506	191,700
189	UTILITIES CAPITAL OUTLAY	1,279,101	(130,980)	(129,021)	1,837,174	(560,031)	1,277,142	1,148,121
190	MWC SANITATION DEPARTMENT	2,270,875	-	2,166,341	4,804,735	(4,700,200)	104,535	2,270,875
191	MWC WATER DEPARTMENT	316,956	-	730,063	4,703,989	(5,117,096)	(413,107)	316,956
192	MWC SEWER DEPARTMENT	1,076,545	-	971,908	4,519,775	(4,415,138)	104,636	1,076,545
193	MWC UTILITIES AUTHORITY	1,203,299	-	1,107,612	105,122	(9,434)	95,688	1,203,299
194	DOWNTOWN REDEVELOPMENT	3,555,578	(72)	3,165,630	1,141,133	(751,257)	389,876	3,555,506
195	HOTEL/CONFERENCE CENTER	642,760	(1,264,892)	(314,204)	4,591,575	(4,899,503)	(307,928)	(622,132)
196	HOTEL 4% FF&E	1,213,571	-	1,266,980	183,663	(237,072)	(53,409)	1,213,571
197	JOHN CONRAD REGIONAL GOLF	133,863	(4,576)	86,403	883,989	(841,106)	42,884	129,287
201	URBAN RENEWAL AUTHORITY	62,871	-	3,804	65,468	(6,400)	59,067	62,871
202	RISK MANAGEMENT	3,057,154	(37)	3,812,390	1,682,151	(2,437,423)	(755,272)	3,057,117
220	ANIMALS BEST FRIEND	71,613	-	69,763	21,127	(19,277)	1,850	71,613
225	HOTEL MOTEL FUND	-	-	-	490,045	(490,045)	-	-
230	CUSTOMER DEPOSITS	1,405,305	(1,405,305)	-	26,316	(26,316)	-	-
235	MUNICIPAL COURT	97,664	(97,664)	-	1,854	(1,854)	-	-
240	L & H BENEFITS	1,783,952	(134,722)	1,943,651	5,765,635	(6,060,056)	(294,421)	1,649,230
250	CAPITAL IMP REV BOND	2,775,135	(61,433,123)	(61,635,836)	12,355,639	(9,377,791)	2,977,849	(58,657,988)
269	2002 G.O. STREET BOND	3,132,115	-	3,341,434	200,343	(409,663)	(209,320)	3,132,115
310	DISASTER RELIEF	1,492,711	(184,669)	1,407,848	150,042	(249,848)	(99,806)	1,308,042
340	REVENUE BOND SINKING FUND	-	-	-	4,651,851	(4,651,851)	-	-
350	G. O. DEBT SERVICES	1,337,738	-	1,431,347	1,524,784	(1,618,393)	(93,609)	1,337,738
351	TAX INCREMENT FINANCING	-	(1,223,148)	(1,181,139)	-	(42,009)	(42,009)	(1,223,148)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	73,566,882	(9,792,328)	66,270,390	(619,956)	(1,875,879)	(2,495,835)	63,774,555
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,847,465	(347,465)	2,500,000	45,893	(45,893)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	9,121,241	(10,680)	9,223,576	1,422,248	(1,535,263)	(113,016)	9,110,561
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	4,109,075	(154,711)	3,157,879	2,846,655	(2,050,169)	796,486	3,954,365
	TOTAL	155,423,107	(79,884,452)	74,509,619	117,516,457	(116,487,419)	1,029,038	75,538,657



Emergency Management
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1386

To: Honorable Mayor and Council
From: Mike Bower, Emergency Manager
Date: May 24, 2016
Subject: Discussion and consideration of renewing an agreement with Everbridge in the amount of \$14,500 for a mass notification system for fiscal year 2016-17.

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

Staff recommends approval.

Mike Bower

Mike Bower
Emergency Manager

Attachment



500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00022606

Confidential

1 of 2

Prepared for: Matthew Schratweiser
Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110
(405) 869-8684
mschratweiser@midwestcityok.org

Quotation Date: April 15, 2016
Quote Expiration Date: June 30, 2016
Rep: Jamie DiCesare
jamie.dicesare@everbridge.com

Contract Summary Information

Contract Period: 1 Year
Contract Start Date: July 1, 2016
Contract End Date: June 30, 2017
MN Contacts up to: 56,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$14,500.00	\$14,500.00

Pricing Summary:

Year One Fees*:	\$14,500.00
One-time Implementation and Set Up Fees:	\$0.00
Total Year One Fees:	\$14,500.00

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

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

Supplemental Notes:



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: May 24, 2016

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Rose State College to provide dispatching services for the Rose State Security Office from July 1, 2016 through June 30, 2017 for \$27,250.00 per year.

This agreement provides that the City of Midwest City's Emergency Management 9-1-1 Center will serve as primary answering point and dispatch center for the Rose State College Security Office. This agreement may be renewed with mutual consent of all parties for successive one year periods. The term of this agreement shall be from July 1, 2016 through June 30, 2017. Based on the annual number of calls for service Rose State shall pay the City \$27,250.00 for fiscal year 2016-17.

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

Mike Bower
Emergency Manager

PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between Alliance Health Midwest Medical Center, LLC, hereinafter referred to as Hospital, and the City of Midwest City, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the Alliance Health Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

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

Whereas, the Hospital and the City desire to enter into an agreement wherein the PSAP shall serve as the primary answering point and dispatch center for the Ambulance Service;

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

1. Term of Agreement. This agreement shall commence on July 1, 2016 and shall expire on June 30, 2017, unless sooner terminated as provided herein.

2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven days a week. The City shall provide all personnel and equipment required to staff and manage the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.

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

4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e., the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each such scheduled evaluation.

5. Consideration. The Hospital agrees, in addition to the provision of ambulance service within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal monthly payments, which shall be due and payable to the City on or before the 15th day of the month

following the receipt of the preceding month's PSAP service. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.

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

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

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

9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold the Hospital harmless for any errors, omissions, mistakes or negligence committed by the City which result in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts or omissions of the City, the City agrees to indemnify the Hospital for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.

10. Effective Date. This agreement shall become effective the 1st day of July 2016. Services required shall commence on the effective date hereof.

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City the ____ day of _____, 2016 and by Alliance Health Midwest Medical Center, LLC, on the ____ day of _____, 2016.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

KATHERINE BOLLES, City Attorney

Alliance Health Midwest Medical Center,
LLC dba MIDWEST REGIONAL
MEDICAL CENTER

DAMON BROWN, Chief Executive Officer

ATTEST:

Secretary

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

Hospital Legal Counsel



The City of
MIDWEST CITY
PARKS AND RECREATION
Vaughn Sullivan,
Community Services Director

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan,
Community Services Director

DATE: May 24, 2016

SUBJECT: Discussion and consideration of renewing the agreement with Mid-Del Group Home for FY 16/17 to provide cleaning at various City parks at the rates of \$35.00 per pavilion for each weekend requested and \$35.00 per hour for special projects and events.

Since July 2003 Mid-Del Group Home has provided cleaning of pavilions at various City parks and provided cleaning assistance with other special projects and events. The current agreement allows renewal through June 30, 2017. The City pays \$35.00 per pavilion for each weekend requested and \$35.00 per hour for special projects and events.

Staff projects to pay Mid-Del Group Home \$10,000.00 for pavilion cleaning in FY 16/17.

Staff recommends renewal of the agreement.

Vaughn Sullivan
Community Services Director

Attachments: Renewal form Agreement

AGREEMENT

The City of Midwest City desires to enter into an agreement with the Mid-Del Group Home for the period of July 1, 2016 through June 30, 2017. The purpose of this agreement is to provide cleaning of pavilions at various City parks and provide assistance with other special projects and events as specified below. Following is a list of tasks for each entity:

City of Midwest City will be responsible for:

1. Providing trash can liners, toilet tissue, brooms, disinfectant, cleaning tools, and buckets.
2. Paying \$35.00 per pavilion for each weekend requested.
3. Paying \$35.00 per hour for any work requested by the city performed on any special project or events by Group Home residents.

Mid-Del Group Home will responsible for:

1. Sweeping, emptying trash at Kiwanis South (Kiwanis Park), Rotary Pavilion (Regional Park), Joe B. Barnes Pavilion (Regional Park), Garden Pavilion (Regional Park), Lions Pavilion and Lions Spray Pad (Lions Park) by 8:00 a.m.. on Saturdays and Sundays.
2. Providing manpower to wash down the same pavilions and restrooms on Saturdays and Sundays by 8:00 a.m.
3. Providing proof of liability insurance (i.e., workers compensation) for personnel.
4. Contacting the Park and Recreation office on a weekly basis to get the schedule of pavilions needed to be cleaned.
5. Provide the city with an invoice weekly with date(s) and name(s) of pavilions cleaned.
6. Contact the city if unable to provide needed service for a weekend.

Renewal Clause

7. This Agreement may be renewable annually at the option of both parties. However, this Agreement may otherwise be terminated by either party upon thirty (30) days written notice of intent to terminate.

CITY OF MIDWEST CITY

MID-DEL GROUP HOME

Matthew D. Dukes. II, Mayor

BY:

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

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

CITY ATTORNEY



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: May 24th, 2016

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055160160 from the State Department of Environmental Quality for the Commercial Retail Development Onsite and Easement Water Line Extension Project for the Sooner Rose Development at SE 15th Street and South Sooner Road, Midwest City, Oklahoma.

Permit No. WL000055160160 is for the construction of 2125 L.F. of eight inch (8") water line and 105 L.F. of six inch (6") water line to serve the Sooner Rose Commercial Development, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

April 20, 2016

Patrick Menefee, City Engineer
City of Midwest City
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No.: WL000055160160
Rose Addition Commercial Retail Development
Water Line Extension Project
(Vicinity of Sooner Road & SE 15th Street)
PWSID No.: 1020806

Dear Mr. Menefee:

Enclosed is Permit No.: WL000055160160 for the construction of approximately 105 L. F. of six (6) inch and 2,125 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Rose Addition Commercial Retail Development Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 20, 2016. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/vp

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
Terence Haynes, P. E., SMC Consulting Engineers, P. C.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055160160

WATER LINES

FACILITY NO.: 1020806

PERMIT TO CONSTRUCT

April 20, 2016

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 105 L. F. of six (6) inch and 2,125 L. F. of eight (8) inch water lines and appurtenances. to serve the City of Midwest City Rose Addition Commercial Retail Development Water Line Extension Project (Vicinity of Sooner Road & SE 15th Street), located in part of SW-1/4, Section 4, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on April 20, 2016.

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

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

- 1) Based on review of the submitted limited hydraulic information, this water line design is deemed adequate to provide the 2009 International Fire Code minimum reduced fire flow of 2,000-gpm for the proposed facility's commercial retail buildings to be equipped with automatic sprinkler systems installed in accordance with IFC standards.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055160160

WATER LINES

FACILITY NO.: 1020806

PERMIT TO CONSTRUCT

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

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

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

Page 2 of 2





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: May 24th, 2016

Subject: Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255B(405)CS, State Job Number 32589(07), with the Oklahoma Department of Transportation in the total amount of \$323,914 to reconstruct and signalize the railroad crossing located on Westminster Road between NE 10th Street and NE 23rd Street, with Midwest City contributing \$25,237.

The funds are needed in connection with the proposed reconstruction and signalization of the Westminster Road railroad crossing. The preliminary estimate for the total project cost is \$323,914. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is split between the local entity in the agreement and the rail road company. The City provides 10% of the signal's installation cost while the railroad provides 10% of the railroad crossing's installation cost. Midwest City will be required to contribute \$25,237 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road will provide the 10% funding for the crossing's installation.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

**PROJECT AGREEMENT FOR
FEDERAL-AID RAILROAD PROJECT**

RRCS-255B(405)CS, J/P # 32589(07)

**AT THE AT-GRADE CROSSING OF
ARKANSAS OKLAHOMA RAILROAD
AT WESTMINSTER ROAD IN MIDWEST CITY,
OKLAHOMA COUNTY- DOT No. 596925H**

**BY AND BETWEEN THE CITY OF MIDWEST CITY, OKLAHOMA
COUNTY**

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This **AGREEMENT**, entered into in triplicate the day and year last written below, by and between the City of Midwest City, Oklahoma, hereinafter referred to as the **CITY**, and the Oklahoma Department of Transportation, hereinafter referred to as **the DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions:

WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of April 04, 2016 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Midwest, designated as Federal-aid Project RRCS-255B(405)CS, J/P No. 32589(07) consisting of improvements to railroad crossing as follows:

Installation of pedestal mounted flashing light signals with gate arms and a 32' Concrete crossing surface at Westminster Road (AARDOT #596925H) in Midwest City, Oklahoma County, Oklahoma.

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. Total cost of this project is estimated at **THREE HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$323,914.00)**. It is agreed that this project will be financed as follows:
 - 5% Federal-aid Railroad Highway Grade Crossing funds at **SIXTEEN THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$16,197.00)**,
 - 85% State Railroad Highway Grade Crossing funds at **TWO HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$275,325.00)**,
 - 10% matching City funds at **TWENTY-FIVE THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS (\$25,237.00)** for the signal installation costs,

- 10% matching Railroad funds at **SEVEN THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$7,155.00)** for the surface installation costs,

The estimated time for commencement of construction for this project is 12 months from the date of issuance of the Oklahoma Department of Transportation work order.

3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project RRCS-255B(405)CS, J/P No. 32589(07).
5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials and attach a copy of such resolution to this AGREEMENT, or shall execute this AGREEMENT in such other manner as may be prescribed by law, charter, or ordinance to effect and establish a legal and enforceable contract between the CITY and the DEPARTMENT.

IN WITNESS WHEREOF, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20_____.

**CITY OF MIDWEST CITY, OKLAHOMA
COUNTY, OKLAHOMA**

Mayor Date

ATTEST

APPROVED AS TO FORM AND LEGALITY

City Clerk Date
(Seal)

City Attorney Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

**REVIEWED AND APPROVED AS TO
FORM AND LEGALITY**

Rail Programs Division Date

ODOT General Counsel Date

APPROVED

Director of Capital Programs Date

Deputy Director Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
 Comptroller Division
 200 N.E. 21st Street
 Oklahoma City, OK 73105-3204

To: Matt Dukes, Mayor

Location: Westminster Road

City of Midwest City

AARDOT No. 596925H

100 N Midwest Boulevard

Division Name: Rail Programs

Midwest City, OK 54371

Date: 4/15/16

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(07), 10% city match for railroad signal improvements at Westminster Road.	1	\$25,237.00	\$25,237.00
Accounting Use Only		Invoice Total	\$25,237.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: May 24th, 2016

Subject: Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255N(410)CS, State Job Number 32589(23), with the Oklahoma Department of Transportation in the total amount of \$465,415 to reconstruct and signalize the railroad crossing located on Douglas Boulevard, between NE 10th Street and NE 23rd Street, with Midwest City contributing \$31,027.

The funds are needed in connection with the proposed reconstruction and signalization of the Douglas Boulevard railroad crossing. The preliminary estimate for the total project cost is \$465,415. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is split between the local entity in the agreement and the rail road company. The City provides 10% of the signal's installation cost while the railroad provides 10% of the railroad crossing's installation cost. Midwest City will be required to contribute \$31,027 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road will provide the 10% funding for the crossing's installation.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

PROJECT AGREEMENT FOR

FEDERAL-AID RAILROAD PROJECT

RRCS-255N(410)CS, J/P # 32589(23)

AT THE AT-GRADE CROSSING OF

ARKANSAS-OKLAHOMA RAILROAD

**AT DOUGLAS BOULEVARD IN MIDWEST CITY,
OKLAHOMA COUNTY- DOT No. 596929K**

BY AND BETWEEN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Midwest City, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of May 2, 2016 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Midwest City, designated as Federal-aid Project RRCS-255N(410)CS, J/P No. 32589(23) consisting of improvements to railroad crossing as follows:

Installation of pedestal flashing signals with gates, realignment of the southern approach of an existing sidewalk 2' south, 80' of concrete crossing surface and Advanced Warning signs and pavement markings.

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. Total cost of this project is estimated at **FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$465,415.00)**. It is agreed that this project will be financed as follows:
 - 5% Federal-aid Railroad Highway Grade Crossing funds at **TWENTY-THREE THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND NO CENTS (\$23,272.00)**,
 - 85% State Railroad Highway Grade Crossing funds at **THREE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED ONE DOLLARS AND NO CENTS (\$395,601.00)**,
 - 10% matching City funds at **THIRTY-ONE THOUSAND TWENTY-SEVEN DOLLARS AND NO CENTS (\$31,027.00)** for the signal installation costs,

- 10% matching Railroad funds at **FIFTEEN THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$15,515.00)** for the surface installation costs,

The estimated time for commencement of construction for this project is 12 months from the date of issuance of the Oklahoma Department of Transportation work order.

3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project RRCS-255N(410)CS, J/P No. 32589(23).
5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.

IN WITNESS WHEREOF, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20_____.

CITY OF MIDWEST CITY, OK COUNTY, OK

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk Date
(Seal)

City Attorney Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

**REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:**

Rail Programs Division Date

General Counsel Date

APPROVED

Director of Capital Program Date

Deputy Director Date

RESOLUTION NO. _____

**BE IT RESOLVED BY THE CITY COUNSEL OF
THE CITY OF MIDWEST CITY, OKLAHOMA:**

WHEREAS, the City of Midwest City has agreed to participate in Federal-aid Project RRCS-255N(410)CS, J/P No. 32589(23) for construction with Federal participation described as follows:

Installation of pedestal flashing signals with gates, realignment of the southern approach of an existing sidewalk 2' south, 80' of concrete crossing surface and Advanced Warning signs and pavement markings.

PASSED AND APPROVED this _____ day of _____, 20_____.

CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OK

BY: _____
Mayor

ATTEST:

City Clerk (Seal)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
 Comptroller Division
 200 N.E. 21st Street
 Oklahoma City, OK 73105-3204

To: Matt Dukes, Mayor

Location: Douglas Boulevard

City of Midwest City

AARDOT No. 596929K

100 N. Midwest Boulevard

Division Name: Rail Programs

Midwest City, Oklahoma 73110

Date: _____

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(23), 10% city match for railroad signal improvements at Douglas Boulevard	1	\$31,027.00	\$31,027.00
Accounting Use Only		Invoice Total	\$31,027.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: May 24th, 2016

Subject: Discussion and consideration of authorizing and entering into a Project Agreement for Federal-aid Railroad Project Number RRCS-255B(411)CS, State Job Number 32589(24), with the Oklahoma Department of Transportation in the total amount of \$423,640 to reconstruct and signalize the railroad crossing located on Midwest Boulevard between NE 10th Street and NE 23rd Street, with Midwest City contributing \$30,923.

The funds are needed in connection with the proposed reconstruction and signalization of the Midwest Boulevard railroad crossing. The preliminary estimate for the total project cost is \$423,640. This project will be funded by 85% state funds and 5% federal funds. The remaining 10% of the cost is split between the local entity in the agreement and the rail road company. The City provides 10% of the signal's installation cost while the railroad provides 10% of the railroad crossing's installation cost. Midwest City will be required to contribute \$30,923 to ODOT to cover construction costs as required with the 10% local match provision for the signal installation. AOK Rail Road will provide the 10% funding for the crossing's installation.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

PROJECT AGREEMENT FOR

FEDERAL-AID RAILROAD PROJECT

RRCS-255B(411)CS, J/P # 32589(24)

AT THE AT-GRADE CROSSING OF

ARKANSAS-OKLAHOMA RAILROAD

**AT MIDWEST BOULEVARD IN MIDWEST CITY,
OKLAHOMA COUNTY- DOT No. 596931L**

BY AND BETWEEN THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Midwest City, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of May 2, 2016 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Midwest City, designated as Federal-aid Project RRCS-255B(411)CS, J/P No. 32589(24) consisting of improvements to railroad crossing as follows:

The installation of pedestal flashing signals with gates, one new cantilevered signal on the southern approach, update the existing cantilevered signal on the northern approach with LED lenses, a new controller box, 70' of 24" CGMP on the north approach to the crossing, 48' of concrete crossing surface and Advanced Warning signs and pavement markings.

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. Total cost of this project is estimated at **FOUR HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED FORTY DOLLARS AND NO CENTS (\$423,640.00)**. It is agreed that this project will be financed as follows:
 - 5% Federal-aid Railroad Highway Grade Crossing funds at **TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS AND NO CENTS (\$21,183.00)**,
 - 85% State Railroad Highway Grade Crossing funds at **THREE HUNDRED SIXTY THOUSAND NINETY-THREE DOLLARS AND NO CENTS (\$360,093.00)**,

- 10% matching City funds at **THIRTY THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$30,923.00)** for the signal installation costs,
- 10% matching Railroad funds at **ELEVEN THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$11,441.00)** for the surface installation costs,

The estimated time for commencement of construction for this project is 12 months from the date of issuance of the Oklahoma Department of Transportation work order.

3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project RRCS-255B(411)CS, J/P No. 32589(24).
5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.

IN WITNESS WHEREOF, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The **CITY** on this _____ day of _____, 20____, and the **DEPARTMENT** on this _____ day of _____, 20_____.

CITY OF MIDWEST CITY, OK COUNTY, OK

ATTEST:

APPROVED AS TO FORM AND LEGALITY

City Clerk Date
(Seal)

City Attorney Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:

**REVIEWED AND APPROVED AS TO
FORM AND LEGALITY:**

Rail Programs Division Date

General Counsel Date

APPROVED

Director of Capital Program Date

Deputy Director Date

RESOLUTION NO. _____

**BE IT RESOLVED BY THE CITY COUNSEL OF
THE CITY OF MIDWEST CITY, OKLAHOMA:**

WHEREAS, the City of Midwest City has agreed to participate in Federal-aid Project RRCS-255B(411)CS, J/P No. 32589(24) for construction with Federal participation described as follows:

The installation of pedestal flashing signals with gates, one new cantilevered signal on the southern approach, update the existing cantilevered signal on the northern approach with LED lenses, a new controller box, 70' of 24" CGMP on the north approach to the crossing, 48' of concrete crossing surface and Advanced Warning signs and pavement markings.

PASSED AND APPROVED this _____ day of _____, 20_____.

CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OK

BY: _____
Mayor

ATTEST:

City Clerk (Seal)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

INVOICE

Make Check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
 Comptroller Division
 200 N.E. 21st Street
 Oklahoma City, OK 73105-3204

To: Matt Dukes, Mayor

Location: Midwest Boulevard

City of Midwest City

AARDOT No. 596931L

100 N. Midwest Boulevard

Division Name: Rail Programs

Midwest City, Oklahoma 73110

Date: _____

Description - Explanation of Charge	Quantity	Price Each	Total
JP#: 32589(24), 10% city match for railroad signal improvements at Midwest Boulevard	1	\$30,923.00	\$30,923.00
Accounting Use Only		Invoice Total	\$30,923.00



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : May 24, 2016

SUBJECT : Discussion and consideration of reappointing Jess Huskey to the Board of Adjustment for an additional three-year term.

Jess Huskey's term on Board of Adjustment ended on 5-14-16. He wishes to be considered for reappointment.

In accordance with Sec. 6.2.2. of the Municipal Code, the board of adjustment shall be composed of five (5) members, citizens of the City of Midwest City, each appointed by the mayor with the approval of the city council for a term of three (3) years. Two members of the board may be appointed from the planning commission.

The Board of Adjustment meets on call.

Current members are as follows:

Joe Lenochan - Term ends 12-14-16
Eric Sizemore - Term ends 12-14-16
Tammy Cook - Term ends 5-14-17
Cy Valanejad - Term ends 11-27-18
Jess Huskey - Term ended 5-14-16

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb



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

To: Honorable Mayor and Councilmembers
From: J. Guy Henson, City Manager
Date: May 24, 2016
Subject: Discussion and consideration of appointing the following Midwest City citizens to serve on the Charter Review Committee: Dr. Charles McDade, Lisa Stark, Glenn Goldschlager, and Espaniola Bowen.

At the April 26, 2016 Council meeting, the Charter Review Committee was established with a membership of three councilmembers and four Midwest City citizens. At that same meeting, Councilmembers Christine Allen, Sean Reed, and Pat Byrne were appointed to serve on that committee. This item is on the agenda for the Council to appoint four citizens to the committee.

The following Midwest City citizens volunteered or were recommended for this committee:

- Gerald Beabout
- Sherry Beard
- Espaniola Bowen
- Adam Bush
- Craig Dawkins
- Glenn Goldschlager
- Hollis Lloyd
- Dr. Charles McDade
- Richard Rice
- Judy Siemens
- Russell Smith
- Lisa Stark
- Robert Toney

J. GUY HENSON
City Manager



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: May 24, 2016

Subject: (PC – 1869) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to C-4, General Commercial District, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as Lots 10-13 of Block 3 in the Kanaly's Second NE 23rd Street Addition.

Dates of Hearing: Planning Commission – May 3, 2016
City Council – May 24, 2016

Owner / Applicant: Akbar Ghoreyan

Existing and Proposed Use: Accessory Parking for abutting used car lot

Size:

The area of request has a frontage along Randolph Ave. of approximately 300 feet and a depth of approximately 320 feet containing an area of approximately 96,000 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
South, East and West – LDR, Low Density Residential
North – Comm, Commercial

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
South, East and West – R-6, Single Family Detached Residential
North – C-4, General Commercial

Land Use:

Area of Request – vacant
North – Used car dealership owned by the applicant
South and East – single family residences
West – vacant

Comprehensive Plan Citation:

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops and pawn shops. Commercial uses often locate along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for the outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

Municipal Code Citation:

2.21. C-4, General Commercial

2.21.1 General Description

This commercial district is designed for the conduct of personal and business services and the general retail trade of the community and surrounding area.

Because the permitted uses may serve and employ large numbers of people, the activities conducted and traffic generated make this district very incompatible with residential development.

Therefore, this district should be utilized at points of direct access from freeways, expressways and arterial intersections, or in areas identified for heavy commercial activity that will be well separated from nearby residential areas. Outdoor storage and display is permitted.

History:

1. This area has been zoned single family residential since the adoption of the 1985 zoning map.
2. The Planning Commission recommended approval of this request May 3, 2016.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the west side of Randolph Avenue 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 all existing and new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in an existing dedicated public utility easement located along both the north and the east side of the area of request.

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

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

Streets and Sidewalks

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

Randolph Avenue, being uncurbed and having a bar ditches along the frontage of the area of request, does not meet code requirements for local roads. Half street and sidewalk improvement plans are not required with this application, however, the street and sidewalk improvement plans are a requirement of any submitted permit.

The improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The public improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Drainage and detention improvements are not required with this application, however, drainage and detention improvement plans will be a requirement of any building permit submitted for the area of request.

The improvement plans for the detention and drainage improvements, including the improvement to the secondary drainage channel, must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

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

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

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

Easements and Right-of-Way

All easements necessary to cover all of the required public improvements will be dedicated to the city at the time of the building permit. The easements must be dedicated to and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

Fire Marshal's Comments:

The fire department has reviewed the application for PC-1869. Any future development of this site must meet the requirements of Chapter 15 of the Municipal Code.

Plan Comments:


The applicant met with staff on March 16, 2016 to discuss converting these vacant lots into an accessory parking area for his used car lot which abuts the area of request on the north. Staff advised the applicant that the current zoning of the area of request does not allow accessory parking or a used car dealership. The applicant stated that he has purchased the properties with the intent of using them to park cars for his used car dealership.

The applicant does not plan on building any structures on the area of request. If any structures are proposed in the future, they must meet the exterior requirements of 80% masonry materials. If approved, the parking area must be a sealed concrete or asphalt surface. The Zoning Ordinance also requires landscaping of 2 trees and 2 shrubs for every 10 parking spaces installed. Screening will be required where the area of request abuts residential to the south and east.

The applicant has applied for and received a permit to erect a fence around the area of request. The applicant is aware that he may not park vehicles in the area of request until this item is heard by the Planning Commission and approved by the City Council.

Staff recommends approval of this request.

Action Required: Approve or reject the ordinance to re-district to C-4, General Commercial and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property as noted herein, subject to the staff comments and recommendations as found in the May 24, 2016, agenda packet, and as noted in PC – 1869 file.

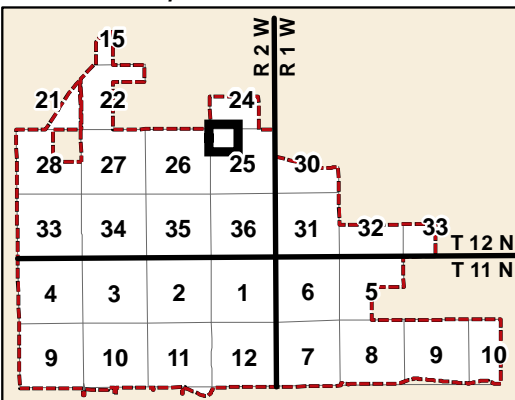


Billy Harless, AICP
Community Development Director

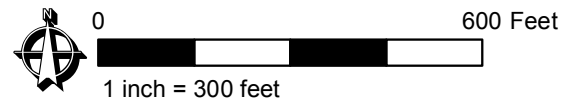
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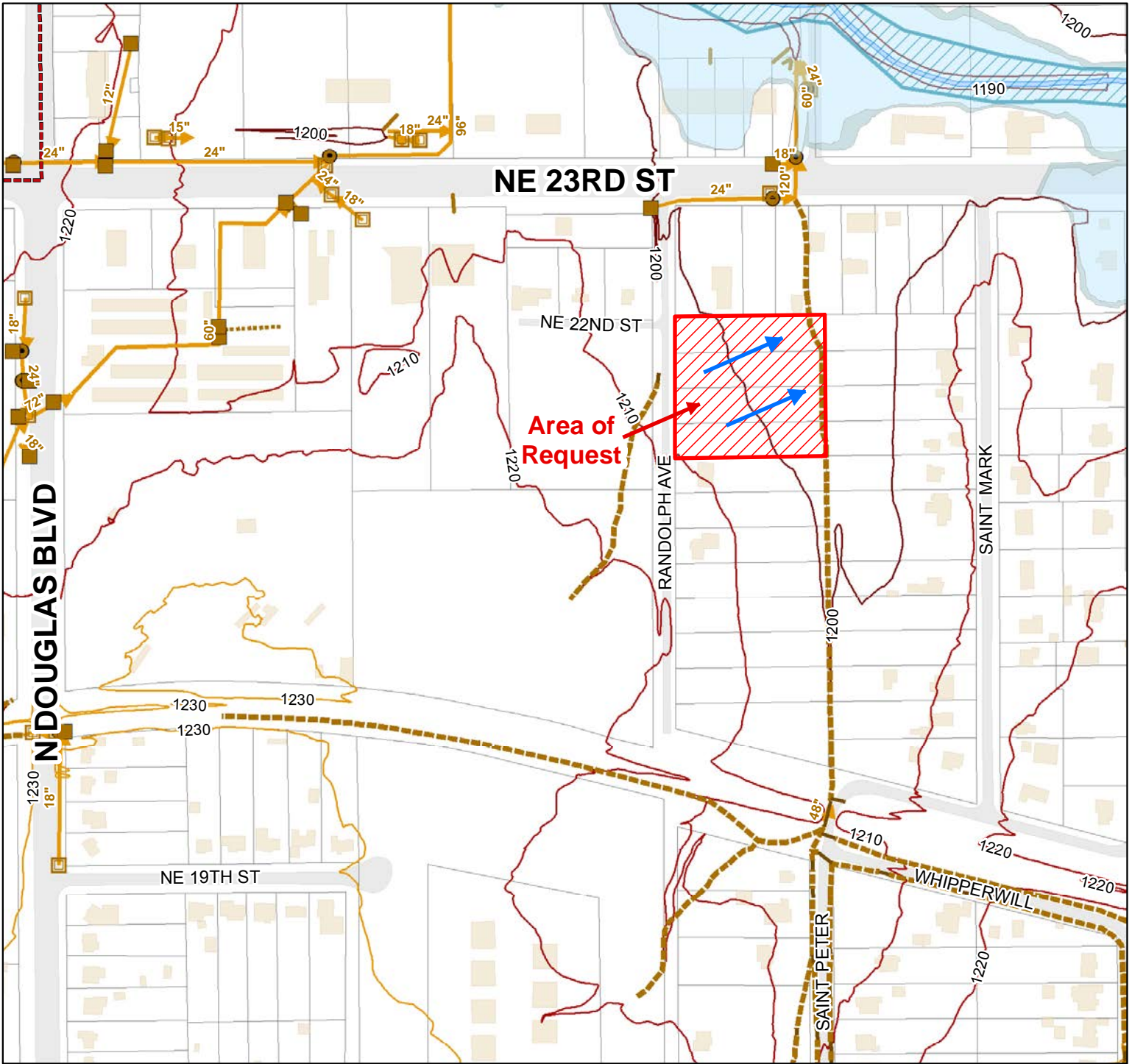
Locator Map



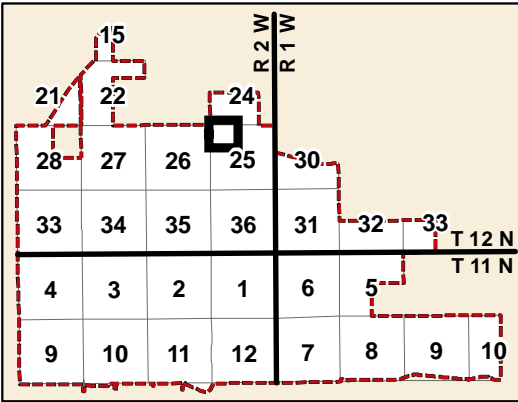
**2013 DOP (AERIAL) VIEW FOR
PC-1869
(NW/4, Sec. 25, T12N, R2W)**



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.



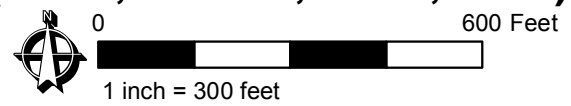
Locator Map



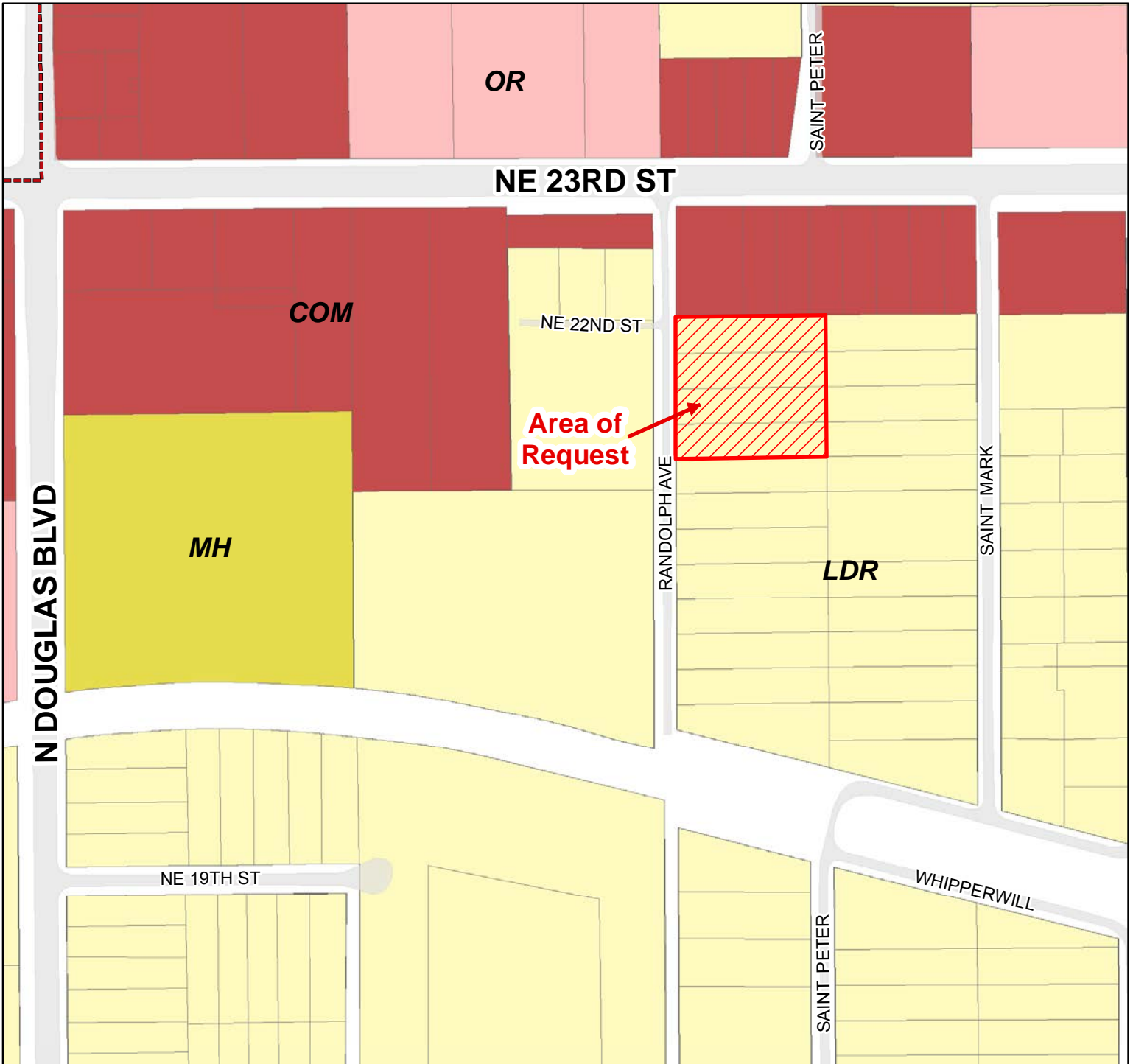
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

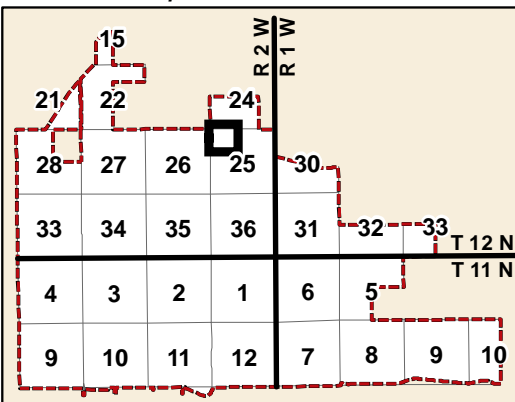
DRAINAGE LOCATION MAP FOR PC-1869 (NW/4, Sec. 25, T12N, R2W)



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.



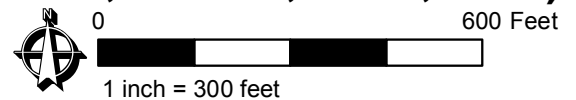
Locator Map



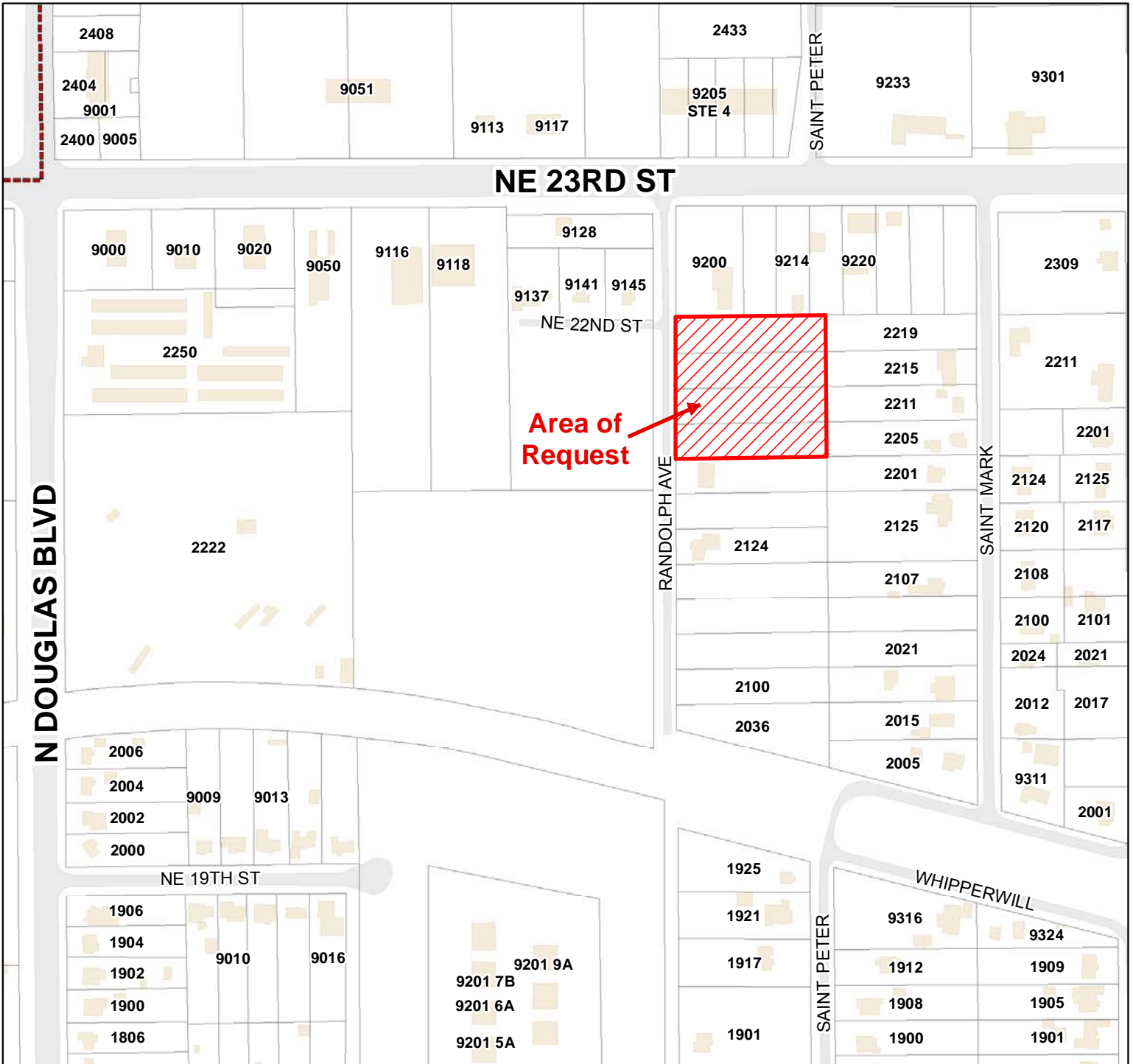
Future Land Use Legend

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

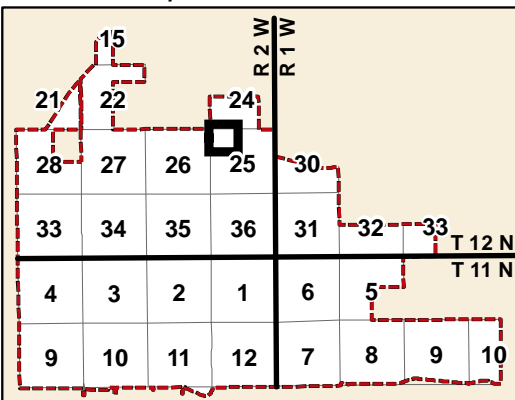
FUTURE LAND USE MAP FOR PC-1869 (NW/4, Sec. 25, T12N, R2W)








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Locator Map



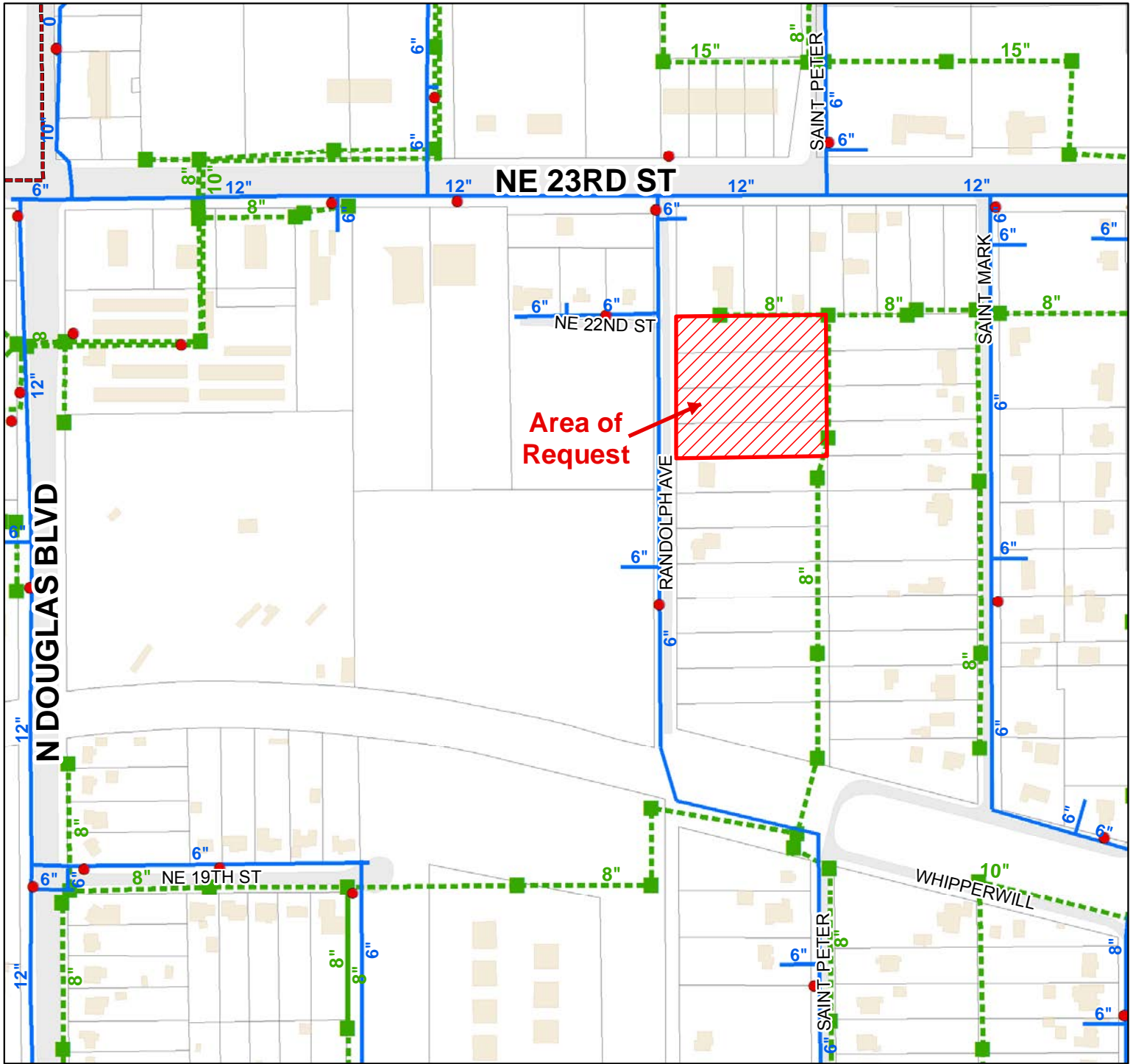
General Map Legend

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

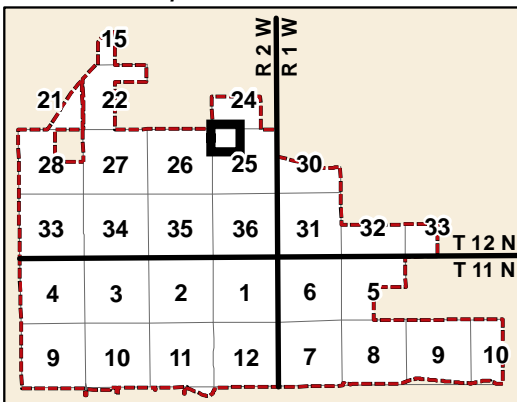
**GENERAL MAP FOR
PC-1869
(NW/4, Sec. 25, T12N, R2W)**



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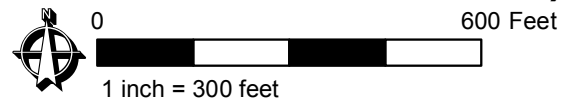
Locator Map



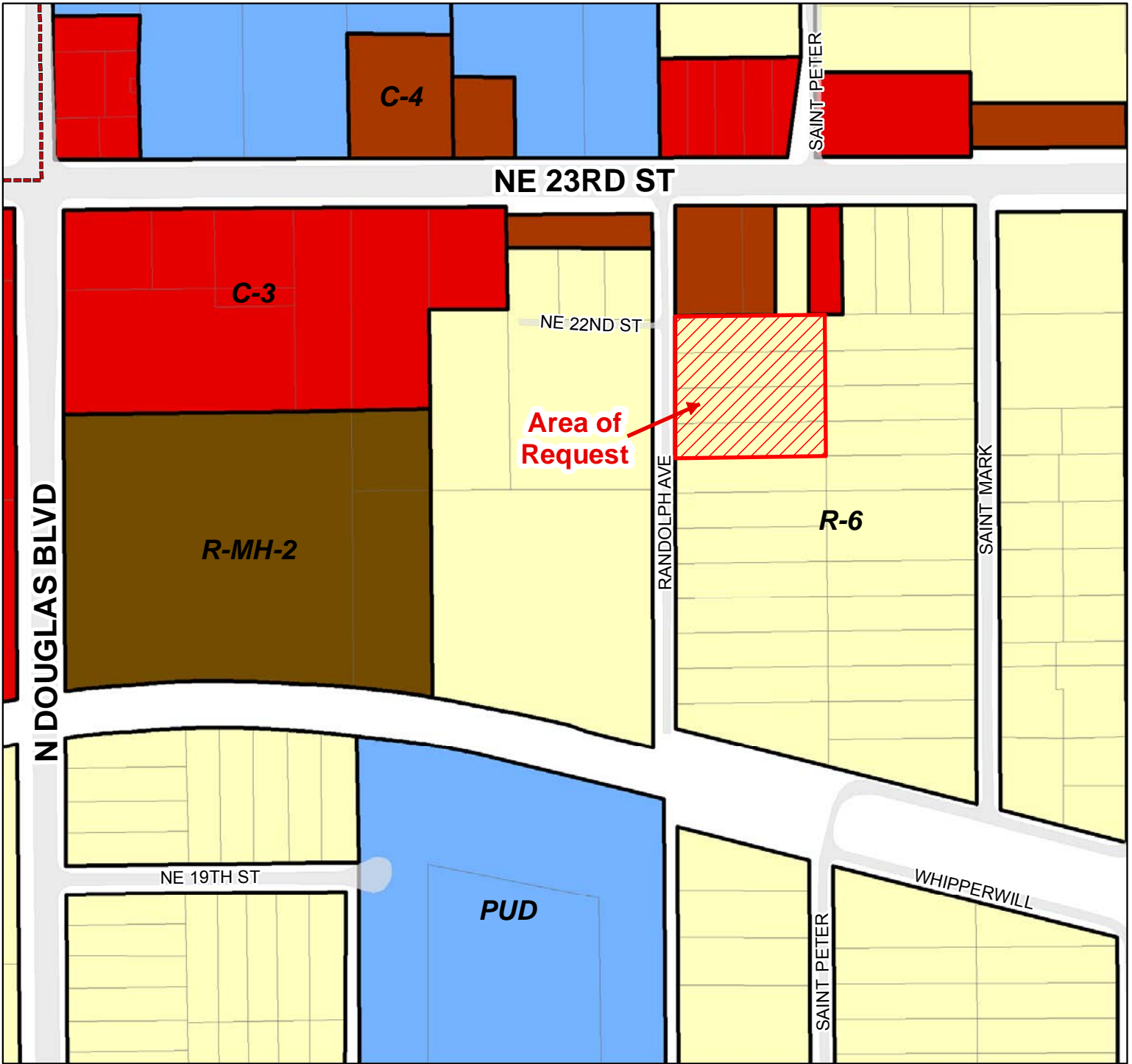
Water/Sewer Legend

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

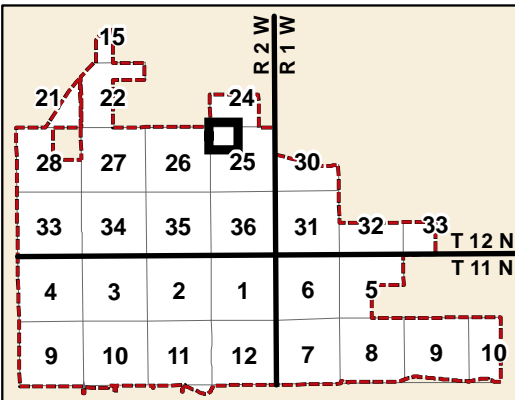
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1869
(NW/4, Sec. 25, T12N, R2W)**



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Locator Map



Current Zoning Legend

A-1	I-3	R-2F
A-1 SUP	O-1	R-MD
C-1	O-1 SUP	R-MD SUP
C-1 SUP	O-2	R-HD
C-2	O-2 SUP	R-HD SUP
C-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-1869
(NW/4, Sec. 25, T12N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Ron Green, Manager
COMPREHENSIVE PLANNING
Anais Starr, 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: May 24, 2016

Subject: (PC – 1870) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-MH-2, Manufactured Home Park District to R-2F, Two Family Attached Residential, and a resolution to amend the Comprehensive Plan from MH, Manufactured Home to Medium Density Residential for the property described as a part of the SW/4 of Section 8, T-11-N, R-1-W, located at 11004 SE 28th Street.

Dates of Hearing: Planning Commission – May 3, 2016
City Council – May 24, 2016

Applicants: Todd Wiley and Adam Alexander

Owner: Lincoln Holdings, LLC

Proposed Use: Duplexes

Size:

The area of request has a frontage along SE 28th Street of 610 ft and a depth of approximately 462 ft, containing an area of approximately 286,841 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – MH, Manufactured Home
North and East – LDR, Low Density Residential
West – COMM, Commercial
South – Oklahoma City

Zoning Districts:

Area of Request – R-MH-2, Manufactured Home Park District
North – PUD and R-6, Single Family Detached Residential
East – R-6, Single Family Detached Residential
West – I-2, Moderate Industrial
South – Oklahoma City

Land Use:

Area of Request –vacant
North – single family residence
South and East– vacant land
West – paving company

Comprehensive Plan Citation:

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

Municipal Code Citation:

2.8. R-2F, Two Family Attached Residential District

2.8.1 General Description

This district allows two family attached dwellings. The principal use of land is for two family attached dwellings with provisions for accommodating the sale of individual attached units.

Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship and arrangement of each element.

History:

1. This area was zoned as noted above with the adoption of the 1985 and the 2010 Zoning Ordinances.
2. The Planning Commission recommended approval of this request May 3, 2016.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

A twenty four (24) inch public water main is located on the west side of Westminster Drive in the street right-of-way adjacent to the west side of the area of request. An eight (8) inch public water main is located on the north side of S.E. 28th Street in the street right-of-way adjacent to the north side of the area of request.

A waterline extension is not required with this application, however, as part of the platting process, the applicant will be required to construct a six (6) inch public water line loop through the site, providing service to all future lots in the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the west side of Westminster Drive in the street right-of-way located approximately two hundred and fifty feet north side of the area of request.

A sewer line extension is not required with this application, however, as part of the platting process, the applicant will be required to construct sewer extensions through the site, providing service to all future lots in the area of request.

The improvement plans for the sewer must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The public improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

The lagoon system that previously serviced the area of request is no longer permitted.

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

Streets and Sidewalks

Access to the area of request is available from Westminster Drive and S.E. 28th Street. Westminster Drive is classified as a secondary arterial road in the 2008 Comprehensive Plan. Westminster Drive 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, Westminster Drive has one hundred (100) feet of right-of-way adjacent to and parallel to the west side of the area of request. S.E. 28th Street is classified as a local road in the 2008 Comprehensive Plan. S.E. 28th Street is a two (2) lane, 24-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, S.E. 28th Street has fifty (50) feet of right-of-way adjacent to and parallel to the north side of the area of request.

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

Street and sidewalk improvements are not required with this application, however, as part of the platting process, the applicant will be required to construct street and sidewalk improvements through the site, providing service to all future lots in the area of request.

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

Drainage and Flood Control, Wetlands, and Sediment Control

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

Although drainage and detention improvements are not required with this application, the applicant will be required to construct them to service to the area of request as a part of any preliminary plat application.

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

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 request for rezoning the property located at 11004 SE 28th Street and has not comments at this time. At the time of platting the development must meet provisions of Chapter 15 of the Midwest City code of ordinances.

Planning Comments:

The area of request is the site previously occupied as the Ponderosa Mobile Home Park. The site has been vacant for many years.

The applicant met with staff on March 9, 2016 regarding rezoning this property in order to build duplexes. If this request to rezone is approved, Mr. Wiley plans to subdivide the property into 23 individual lots. Each proposed lot is intended for one structure containing two dwelling units creating a total of 46 dwelling units. Mr. Wiley is proposing that each structure will be approximately 2800 square feet in size with 1400 square feet for each dwelling unit. All setback and lot size requirements for the R-2F district will be required to comply with section 3.2 of the Zoning Ordinance. These regulations include a lot width of 25' per dwelling unit, lot depth of 100', front setback of 25' from the right-of-way, 7' side setback and 20' rear setback.

The structures must also comply with the exterior construction requirement of a minimum of 85% masonry materials. A minimum of two trees will be required to be planted in the front yard of each lot prior to issuance of a Certificate of Occupancy.

Staff has had a few inquiries about this item but as of this writing, no formal protest has been submitted. There were a few citizens who came to the Planning Commission meeting regarding this item. The developer and applicants assured the citizens that they would be in touch with them regarding the preliminary plat and the configuration of the subdivision.

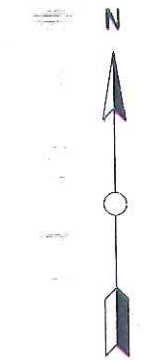
Staff recommends approval of this request.

Action Required: Approve or reject the ordinance to rezone to R2-F, Two Family Residential and approve or reject the resolution to amend the Comprehensive Plan to Medium Density Residential for the property as noted herein, subject to the staff comments and recommendations as found in the May 24, 2016, agenda packet, and as noted in PC – 1870 file.



Billy Harless, AICP
Community Development Director

KG

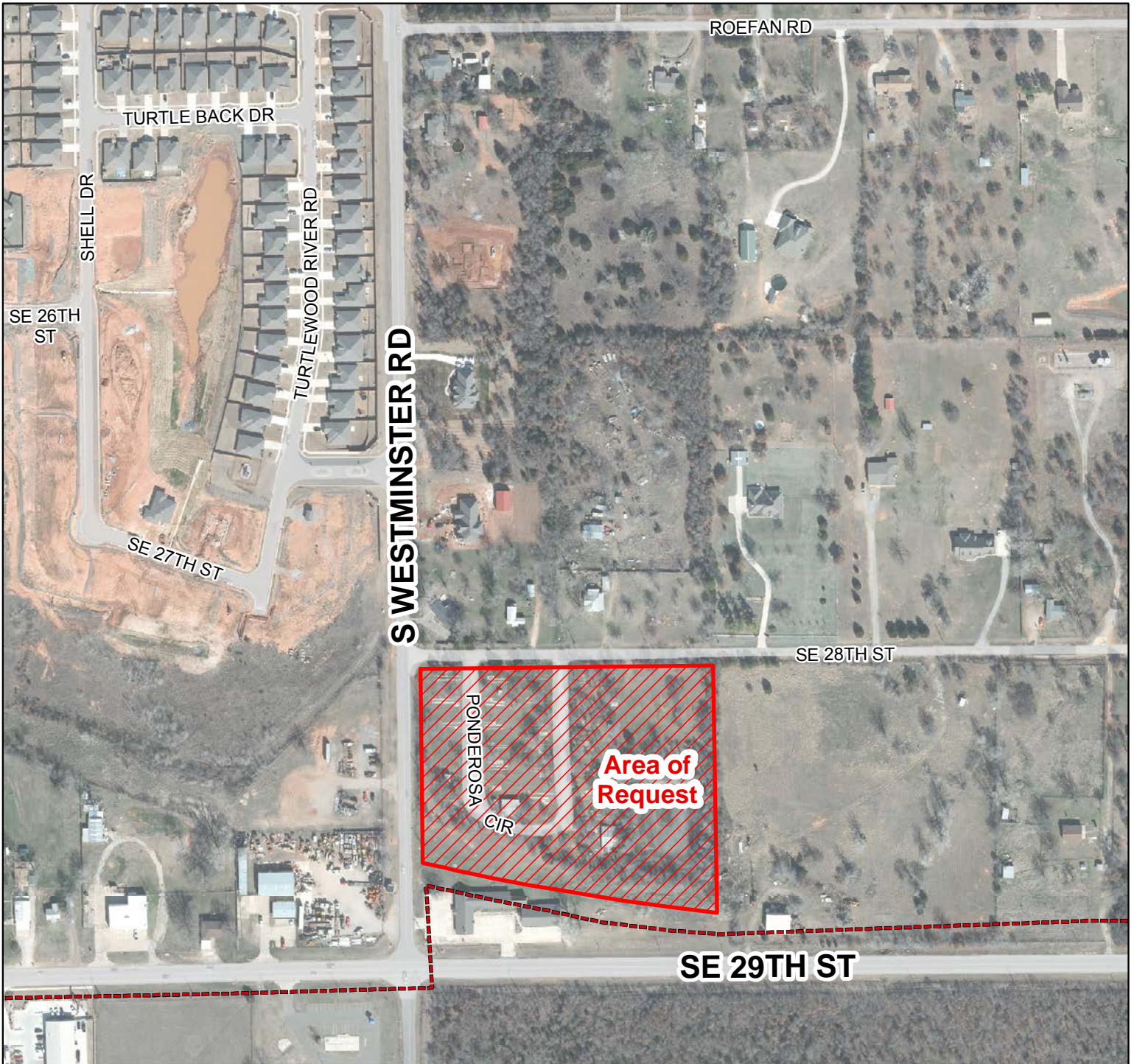


GRAPHIC SCALE
0 30' 100'

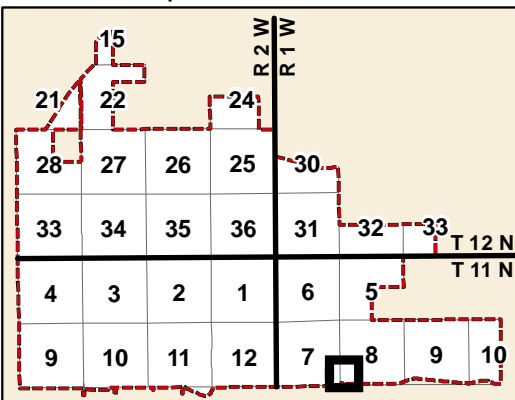
SCALE: 1" = 50'

1=100

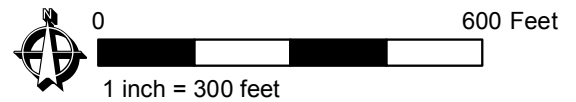
EDH
E.D. HILL, L.L.C.
510 COLCORD DRIVE OKLAHOMA CITY, OK 73102
TELE (405) 232-2208 FAX (405) 232-2229
CERTIFICATE OF AUTHORIZATION 105
EXPIRES JUNE 30, 2015



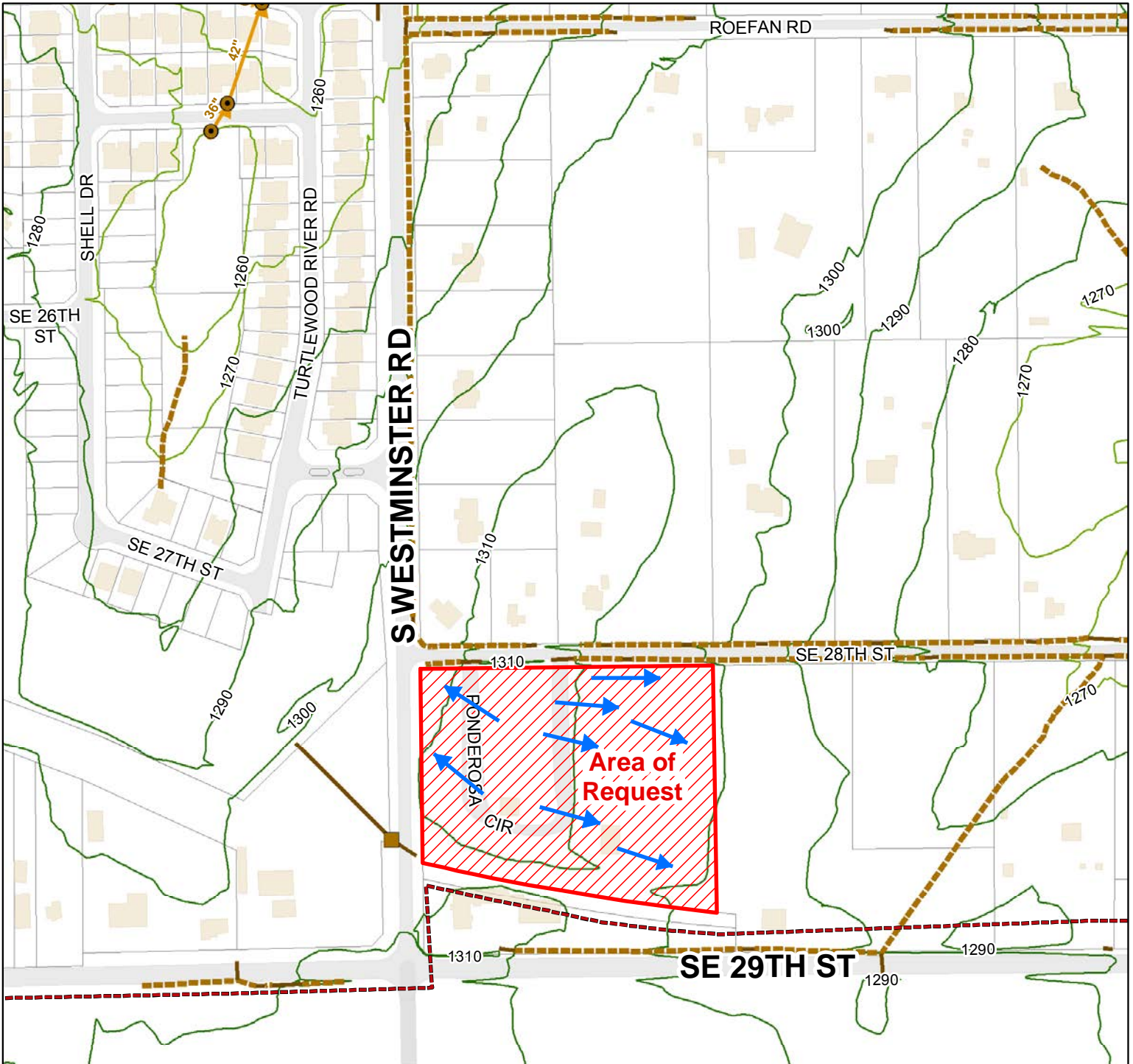
Locator Map



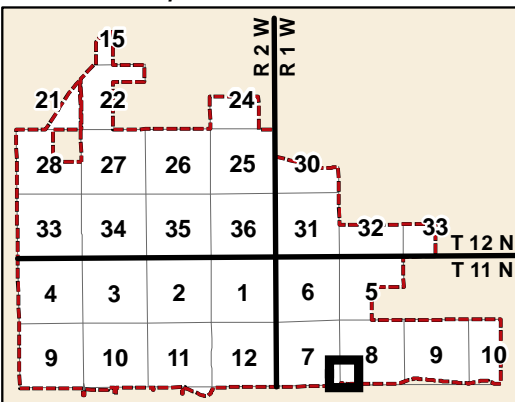
**2013 DOP (AERIAL) VIEW FOR
PC-1870
(SW/4, Sec. 8, T11N, R1W)**



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Locator Map



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

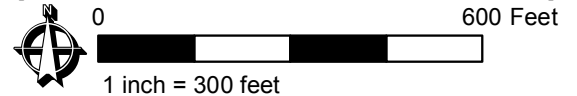
2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain

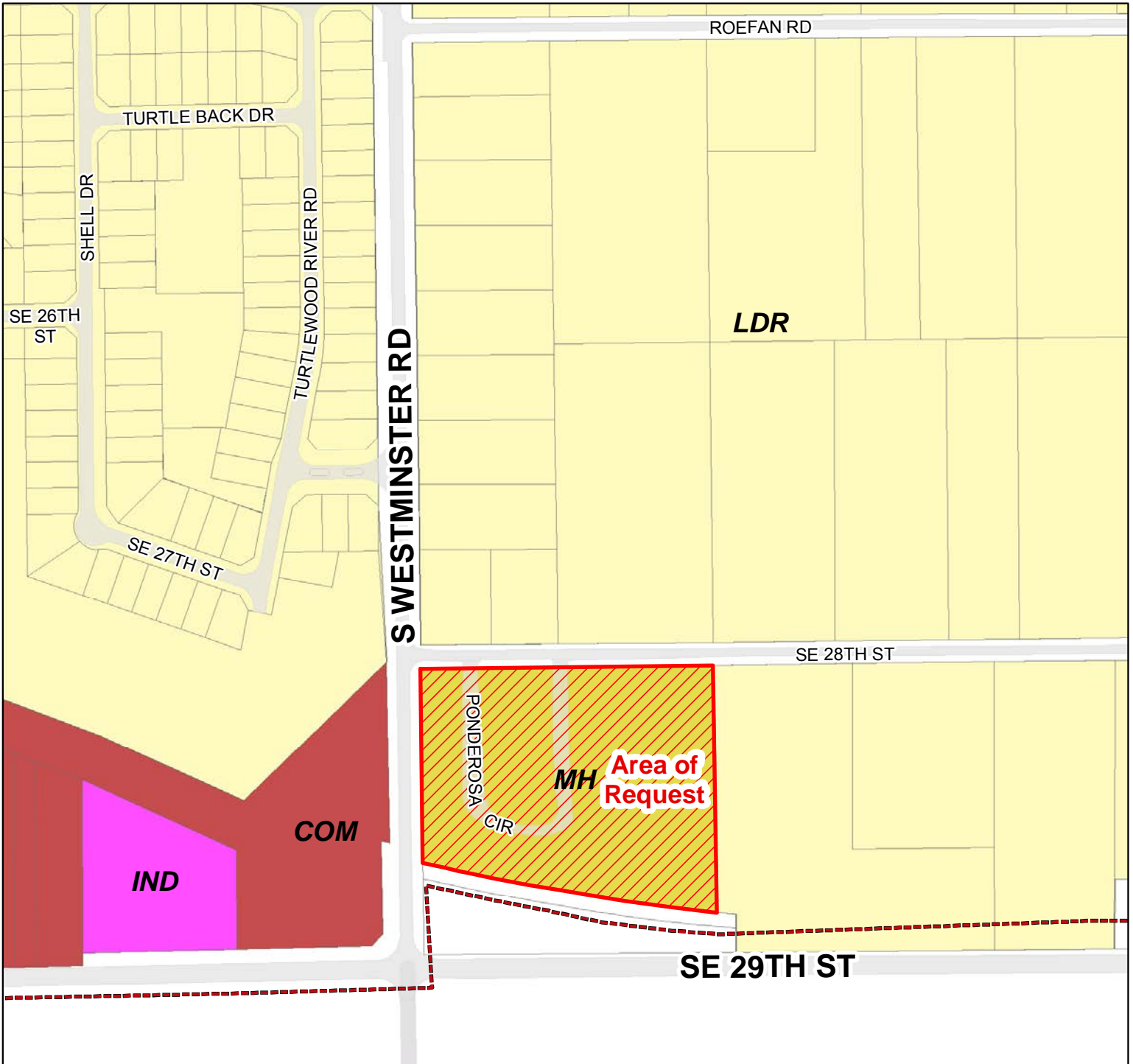
2009 FEMA Floodway

- FLOODWAY

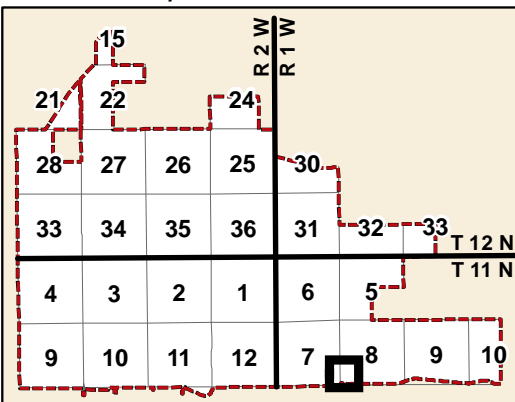
DRAINAGE LOCATION MAP FOR PC-1870 (SW/4, Sec. 8, T11N, R1W)













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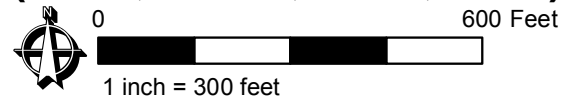
Locator Map



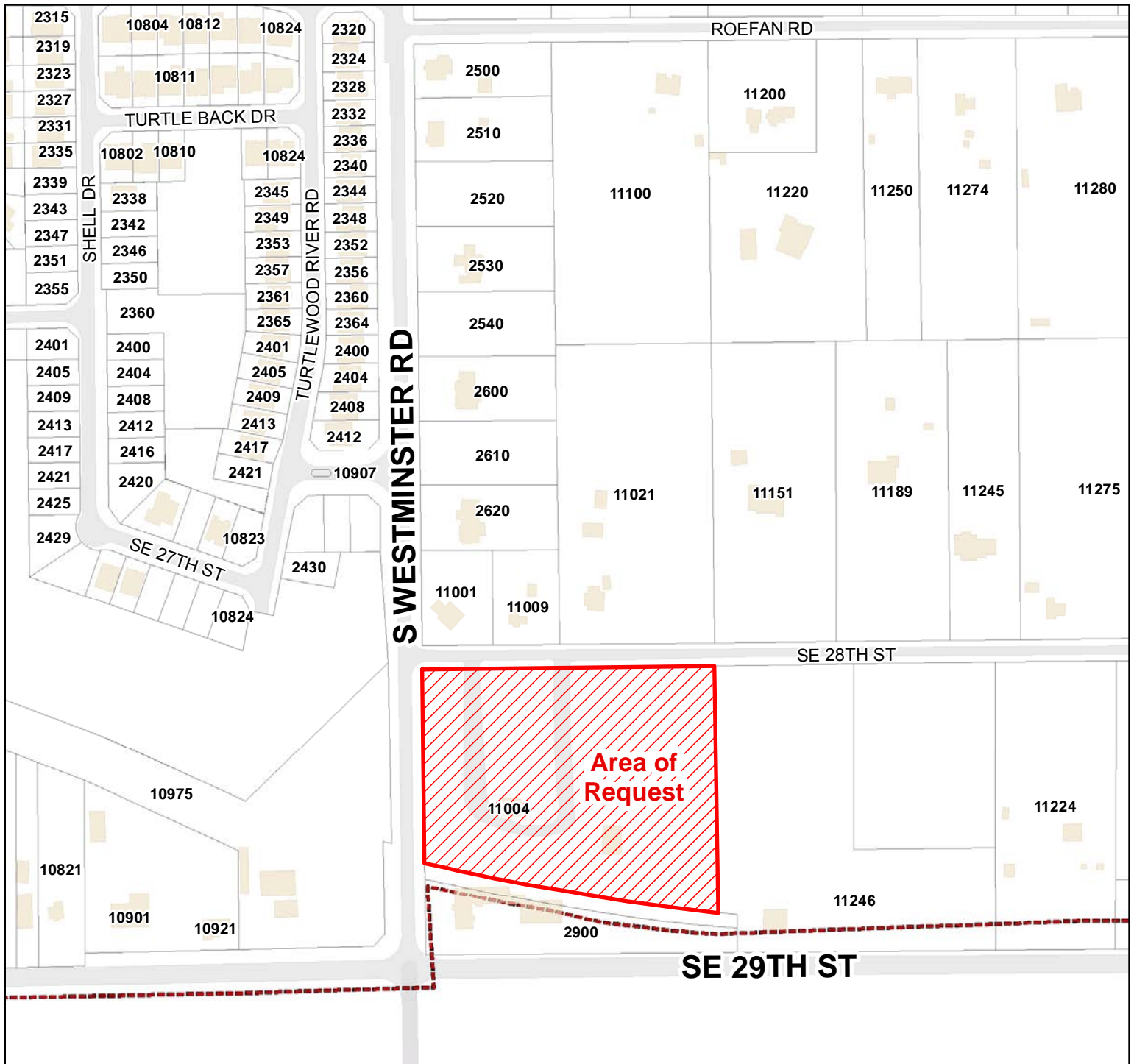
Future Land Use Legend

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

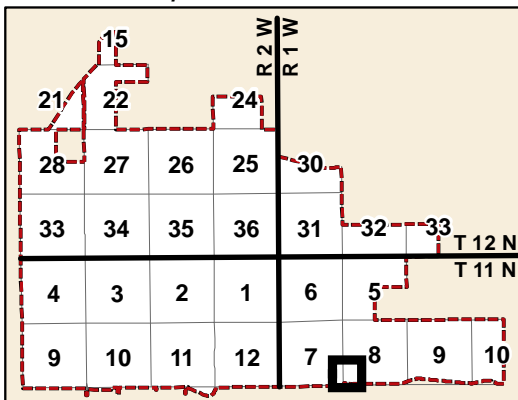
**FUTURE LAND USE
MAP FOR
PC-1870
(SW/4, Sec. 8, T11N, R1W)**








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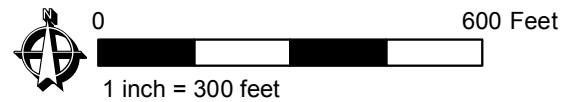
Locator Map



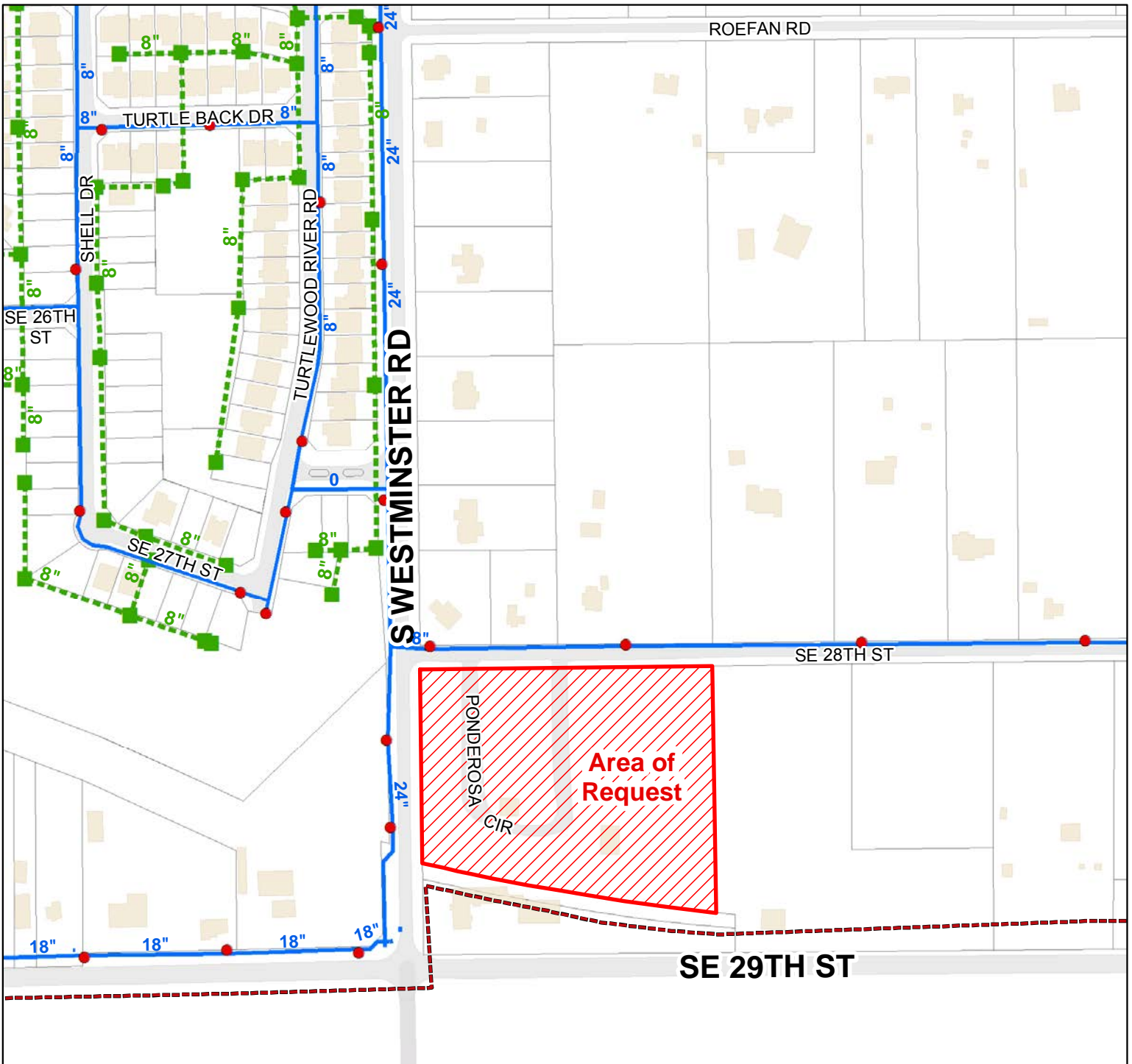
General Map Legend

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

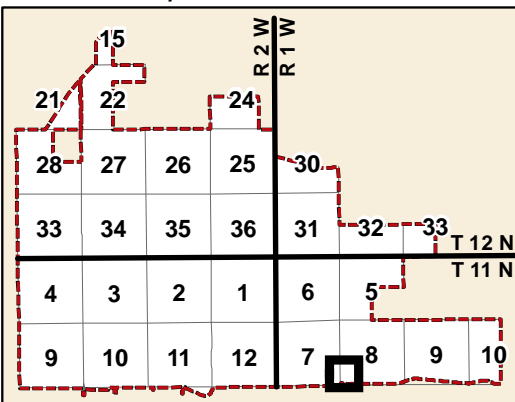
**GENERAL MAP FOR
PC-1870
(SW/4, Sec. 8, T11N, R1W)**



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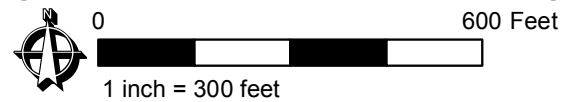
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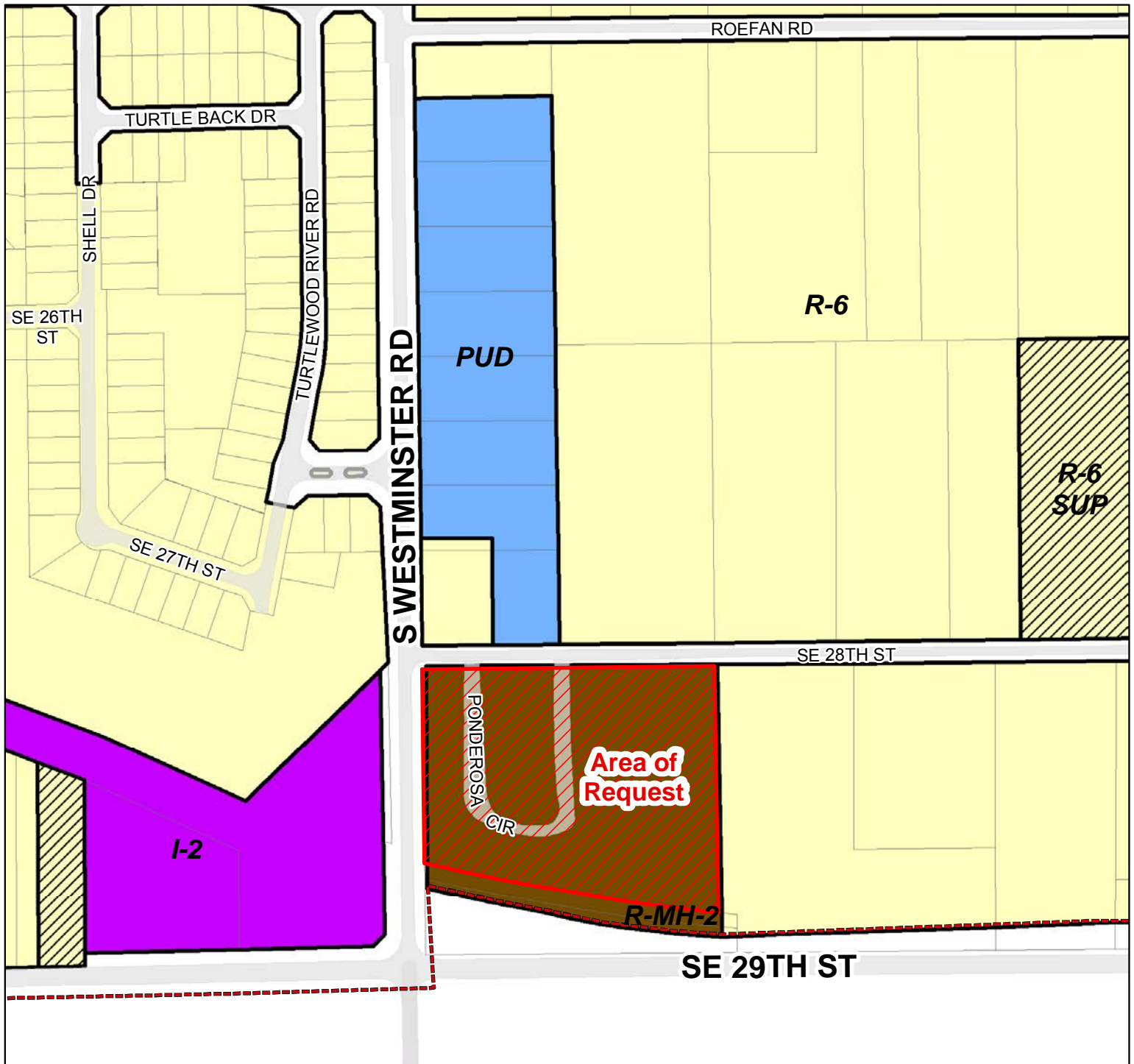
Water/Sewer Legend

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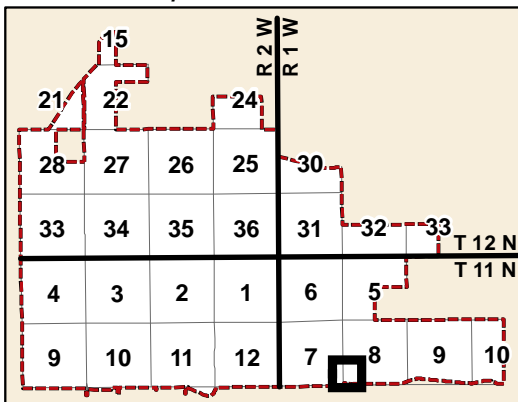
WATER/SEWER LINE LOCATION MAP FOR PC-1870 (SW/4, Sec. 8, T11N, R1W)



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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1870
(SW/4, Sec. 8, T11N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : May 24, 2016

SUBJECT : Discussion and consideration of appointing 1) a City councilmember to fill the vacancy on the Trails Advisory Committee created when Rick Rice concluded his City Council term; 2) a Park Board member to fill the vacancy on the Trails Advisory Committee created when Hazel Craddock concluded her Park Board term; and 3) a Sidewalk Committee member to fill the vacancy on the Trails Advisory Committee created when Turner Mann concluded his Sidewalk Committee term.

The Trails Advisory Committee is made up of four members, comprised of an appointment from the City Council, an appointment from the Planning Commission, an appointment from the Sidewalk Committee, and an appointment from the Park Board.

The following seats are vacant on the Trails Advisory Committee:

- City Council appointment
- Park Board appointment
- Sidewalk Committee appointment

The Trails Advisory Committee meets as needed.

Current members are as follows: Floyd Wicker – Planning Commission appointment

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1203

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Katherine Bolles, City Attorney

DATE: May 24, 2016

RE: Discussion and consideration of approving and adopting a resolution directing apportionment and disbursement of the increment generated as of April 30, 2016 from Tax Increment District Number One, City of Midwest City.

As is the case every year, adoption of this resolution will provide formal authorization to the Oklahoma County treasurer to apportion and distribute the tax increment generated as of April 30. You will recall that the Council established Part A and Part B increments in the TIF. Part A increments are to be paid to the affected local taxing entities (e.g. the school district, the library, Rose State College, etc.) and Part B increments are to be paid to the City to be applied toward payment of the debt associated with the TIF.

Staff recommends approval.

A handwritten signature in black ink that reads "Katherine Bolles". The signature is written in a cursive style with a large, sweeping flourish at the end.

KATHERINE BOLLES
City Attorney

Attachment (1)

RESOLUTION NO. 2016-_____

A RESOLUTION DIRECTING APPORTIONMENT AND DISBURSEMENT OF THE INCREMENT GENERATED AS OF APRIL 30, 2016 FROM TAX INCREMENT DISTRICT NUMBER ONE, CITY OF MIDWEST CITY

WHEREAS, on August 27, 2002, the City of Midwest City (“City”) adopted Ordinance No. 2852, approving the Midwest City Downtown Redevelopment Project Plan and establishing Increment District Number One, City of Midwest City, and amended it by Ordinance No. 2936 on October 12, 2004, and by Ordinance No. 2945 on January 18, 2005 (as amended, “Project Plan”); and

WHEREAS, the Midwest City Memorial Hospital Authority has previously been designated to perform and carry out certain responsibilities with respect to the Project Plan and Increment District Number One; and

WHEREAS, pursuant to the Project Plan, ad valorem tax increments resulting from values within the district greater than Base Assessed Value and less than \$1,458,062 are “Part A” increments which are to be distributed to the affected local taxing entities and ad valorem tax increments of \$1,458,062 and greater are “Part B” increments which are to be distributed to the City as soon as practicable after the County Treasurer’s receipt of a copy of this resolution containing the City’s direction of apportionment; and

WHEREAS, “Part B” increments generated by the project may be used to pay project costs; and

WHEREAS, it is determined to be appropriate, desirable and in the public interest, in accordance with the provisions of the Project Plan, to direct apportionment of the “Part B” increments generated as of April 30, 2016 from Increment District Number One, City of Midwest City, and to direct that those funds be disbursed to the Midwest City Memorial Hospital Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY that apportionment of “Part B” increments from Tax Increment District Number One, City of Midwest City generated as of April 30, 2016 and disbursement of those funds to the Midwest City Memorial Hospital Authority is hereby directed in accordance with Article 10, § 6C of the Oklahoma constitution, the Local Development Act, 62 O.S. § 850, *et seq.*, the Midwest City Downtown Redevelopment Project Plan and Midwest City Ordinance 2852.

PASSED and APPROVED by the City of Midwest City this 24th day of May, 2016.

CITY OF MIDWEST CITY

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 24th day of May, 2016.

KATHERINE BOLLES, City Attorney



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Community Services Director

DATE: May 24, 2016

SUBJECT: Discussion and consideration of approving and passing an ordinance amending Chapter 12, Community Center, of the Midwest City Code; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the May 10, 2016 agenda).

Staff recommends amending Chapter 12, Community Center, of the Midwest City Code to include the Senior Center. The Senior Center's policies closely follow those of the Community Center, but they have never been added to the Code. These changes will be to virtually every section of Chapter 12.

Staff has been studying the cost of the rental fees for the Midwest City Community and Senior Centers. We have determined that both centers are in need of revenue enhancements. We have studied our competitors' rates and have determined that these increases are still competitive with other centers in the surrounding area. We believe that the Community and Senior Centers still offer amenities to our patrons that our competitors do not such as staff personnel on duty, and more availability on rental hours and days.

Estimated increase in revenue is \$18,000.00.

Staff also recommends the deletion of the keyboard, microphone, and stand-alone projection screen at the Community Center. With the addition of the new audio/visual systems, these items are outdated and have not been rented for many years.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachments: Redlined copy of the ordinance
Clean copy of the ordinance

1 Sec. 12-6. - City manager authorized to contract for rental.

2 The city manager is authorized to contract for the rental of the Centercommunity/~~senior center~~ on behalf of the city, subject to the provisions hereof.

4 Sec. 12-7. - Verbal agreements not binding.

5 No verbal agreement for the use of the Centercommunity/~~senior center~~ or any part of
6 itor facility thereof
7 shall be binding upon the city.

8 Sec. 12-8. - Acceptance of permit constitutes contract.

9 The permittee shall accepting the permit issued by the city for ~~any~~ use of the Centercommunity/~~senior~~

10 ~~center~~ or any part of itor facility thereof, and such permit, when so accepted, shall
11 constitute the contract between the city and the permittee, which permit shall be subject to
12 approval of the city, and as to the form thereof shall be approved by the city attorney.

13 Sec. 12-9. - City authorized to cancel contract when in public interest.

14 The city may cancel the contract of any person or organization as to the use of any
15 portion of the Center
16 ~~community/senior center~~ when such person or organization, in the opinion of the city
17 manager or city council, is not acting infor the best public interest.

18 Sec. 12-10. - Assignment of permit prohibited.

19 No permit issued pursuant to this chapter may be assigned.

20 Sec. 12-11. - Permittee to relieve city from liability and to pay for any damages; insurance
21 may be required.

22 By ~~his~~ acceptance of a permit as hereinabove provided, the permittee shall covenant
23 and agree to relieve and discharge the city and the officers and employees of the city from
24 any and all liability for loss, ~~and~~ injury and/or damages to any person or property that may be
25 sustained by reason of the occupancy and use of the Centercommunity/~~senior center~~ and itself
26 ~~the facilities thereof~~, and to save the city and the officers and employees of the city ~~them~~ free
27 and harmless therefrom. Every permittee shall further agree to pay for any and all damages to
28 the Centercommunity/~~senior center~~ and damages to or loss of any of the Center's property
29 and/or equipment of the ~~community/senior center~~ and/or any other city property resulting ei-
30 ther directly or indirectly from such occupancy and use of the Centercommunity/~~senior cen-~~
31 ~~ter~~, by or through the negligence or other acts of the permittee, his agents and employees or
32 any person participating in or attending the permittee's event ~~performance, attraction or affair~~
33 in connection with or during the use and occupancy; provided, however, that the city may,
34 whenever in its opinion the circumstances may warrant ~~same~~, require that asuch permittee
35 shall secure and indemnify the city, and such other persons as the city shall designate, against
any and all ~~such~~ liability, loss, injury and damage by procuring, paying for and keeping in
force a policy of liability or indemnity insurance or a surety bond; for such purpose or pur-
poses, which policy of insurance or bond shall be written and issued by a reputable and sol-
vent insurance or surety company, as the case may be, authorized to do business in the state,
and such policy or bond shall be subject to approval as to form thereof by the city attorney.

32 Sec. 12-12. - City may require permittee to procure workers' compensation insurance.

33 Whenever in the opinion of the city the circumstances may warrant, a permittee shall
34 procure, pay for and keep in force workers' compensation insurance for and on behalf of, and
35 protecting, the agents and employees of the permittee; provided, however, that whenever un-
der the laws of the state the permittee shall be required to cover his agents or employees by

1 workers' compensation insurance, such law shall be complied with, notwithstanding the ex-
2 ercise or failure to exercise such discretion of the city.

3 Sec. 12-13. - Intention to broadcast or telecast event to be stated.

4 In any application for a permit, every ~~applicant~~ ~~permittee~~ shall state whether he in-
5 tends to broadcast or telecast over any radio or television system any event ~~or program or~~
6 ~~speech~~ for which a permit is sought.

7 Sec. 12-14. - Permittee responsible for applicable taxes.

8 The payment of all federal, state, county and city taxes in connection with any even-
9 ta ~~attraction~~
shall always be the liability and responsibility of the permittee.

10 Sec. 12-15. - Rental to be in lieu of individual permits or licenses; inspections and com-
11 pliance with ordinances required.

12 Each rental of the Centere ~~community/senior center~~ or any ~~a~~ part of it ~~or facility thereof~~
13 shall be construed to cover all municipal permits or licenses for the doing of any act within
14 the Centere ~~community/senior~~
15 ~~center~~ and the solicitation of exhibitors to exhibit therein. However, necessary and prop-
16 er inspections to determine and enforce compliance ~~comply~~ with the ordinances of the city
shall be performed by the appropriate city officials ~~applicable~~
17 ~~departments of the city at the request of the city~~, and ~~any and all~~ permittees shall comply
18 with all existing ordinances.

17 Sec. 12-16. - Use of center for municipal purposes permitted; computation of revenue to
18 be deposited with city.

19 Nothing herein shall be construed to prevent the use of the Centere ~~community/senior~~
20 ~~center~~ or any part of it
21 ~~or facility thereof~~ for municipal purposes, subject to the approval of the city; except,
22 however, that when an admission fee is charged or revenues from such municipal usage or
23 other privileges of any character operated by or under the authority of representatives of the
24 city, the city shall collect out of the gross receipts or any other revenues therefrom and pay
25 over and deposit with the treasurer of the city not less than an amount equal to the actual op-
26 erating and gross overhead expense incidental to such usage as computed by the city, nor
27 more than the maximum rental rates and other charges as prescribed by this chapter.

28 Sec. 12-17. - Services furnished by city; permittee required to hire and pay employees.

29 The rental of the Centere ~~community/senior center~~ at the rates herein provided shall not
30 entitle the permittee to use any city personnel ~~service~~ in connection with the staging of the
31 event ~~or attraction~~ for which the permit is issued; provided, however, that the city may, at its
32 discretion, furnish at no extra cost to the permittee the services of those employees of the city
33 who are regularly employed as a part of the Centere ~~community/senior center~~ staff, but such
34 services shall not include extra services as set forth in the schedule of rentals. The permittee
35 shall hire and pay the salaries of all other employees required in connection with the event ~~or~~
~~attraction~~, including, as examples, the salaries of all-stage employees, front lamp operators,
projectionists, ticket sellers, ticket takers, ushers, cashiers, doormen and guards.

32 Sec. 12-18. - Compliance ~~with~~ the rules required; expulsion and forfeiture of rents and fees
33 for noncompliance.

34 All ~~lessees, permittees, licensees, concessionaires,~~ and their agents, ~~and employees~~
35 and invitees shall at all times abide by and conform to all rules and regulations in effect for
the use and occupancy of, and operations in,
the Centere ~~community/senior center~~ as adopted, issued and ~~ordained from time to time~~
by the city

1 council or the city. Any violation of ~~any of such the rules and regulations by any of~~
2 ~~the foregoing persons~~
3 ~~mentioned in this section~~ shall, at the discretion of the city, subject such violator to
4 immediate expulsion from the Center community/senior center and the forfeiture of all rents,
5 percentages or other fees ~~thereof~~ paid, and without releasing in any manner any obliga-
6 tions for the payment of the rents, percentages or other fees required to be paid under such
7 permit for the full term thereof.

8 Sec. 12-19. - Compliance with laws and ordinances required.

9 Each permittee and his agents, employees and invitees shall at all times strictly com-
10 ply with and abide by all federal, state ~~and~~ municipal laws, rules and regulations and ordi-
11 nances pertaining to or affecting the use or occupancy of the Center
12 community/senior center.

13 Sec. 12-20. - Reserved.

14 Sec. 12-21. - Preference for use ~~of center~~.

15 Preference for the use of the Center community/senior center shall ~~be determined~~ exist on
16 a first-come, first served basis. ~~At the senior center, senior events for adults over the age of~~
17 ~~55 will have scheduling priority.~~ ~~No youth events are will~~
18 ~~be allowed at the senior center.~~

19 Sec. 12-22. - Rehearsals.

20 The rental paid entitles a permittee time for one full rehearsal, practice or drill of not
21 more than two (2) consecutive hours during the hours of 6:00 p.m. and 8:00 p.m., without
22 additional cost, the date and hours of which must be approved by the city and shall be subject
23 to cancellation by the city upon twenty-four (24) hours notice. Subject to the same approval
24 requirement as to date and hours, and subject to the same right of cancellation, additional re-
25 hearsals (whether dress rehearsals or otherwise) may be permitted upon the payment of such
26 charges as may be fixed by the city.

27 Sec. 12-23. - ~~Security~~ Police protection to be furnished.

28 Every permittee shall furnish such ~~security~~ police protection as may be required by the
29 city during his occupancy and, if any permittee fails or refuses to furnish ~~security~~ police pro-
30 ~~tection~~ satisfactory to the city, the city may furnish the same and charge the cost thereof to
31 the permittee; or cancel the permittee's event ~~show~~.

32 Sec. 12-24. - Copyrighted compositions not to be used unless appropriate fees paid.

33 (a) No copyrighted musical compositions of the members of the American Socie-
34 ty of Composers, Authors and Publishers or any other copyright owners shall be played or
35 sung in connection with any use of the Center community/senior center or any part of it ~~or fa-~~
36 ~~ility thereof~~, either amplified, televised or otherwise, and either in form of a mechanical re-
37 cording or personal rendition, unless the permittee sponsor of the program shall have first
38 paid any license fee or other fee required by any said society or other copyright owner. The
39 permittee shall furnish satisfactory evidence of such payment to the city prior to such
40 event ~~program~~.

41 (b) By the acceptance of his permit ~~for use of the Center as hereinabove provided,~~
42 the permittee shall covenant and agree to indemnify the city and the officers and employees
43 of the city, and to save them free and harmless from any and all liability or responsibility
44 whatsoever for infringement or other violation of the rights of ~~said society or any other~~ copy-
45 right owner under the copyright law.

46 Sec. 12-25. - Hanging items on wall.

1 The hanging of pictures, banners or any other items on the walls must be approved by
2 the city.

3 Sec. 12-26. - Sale of alcoholic beverages and/or beer.

4 Caterers having proper licenses may sell alcoholic beverages and/or beer during an event
5 function for which they were hired by the permittee. The ~~W~~ written application submitted for
6 utilization of the ~~Center~~community/senior center must indicate whether alcoholic beverages
and/or beer will be served.

7 Sec. 12-27. - Parking.

8 The city reserves the right to maintain and control parking on city-owned property on
9 and about the ~~Center~~community/senior center site, either by direct supervision of the city or
10 through a contract for private operation thereof. At all times parking for ~~community/senior~~
~~center~~ events at the ~~Center~~ shall have preference over parking for any other purpose.

11 Sec. 12-28. - City representatives authorized to enter center during occupancy.

12 The duly authorized representatives of the city shall have the right to enter all por-
13 tions of the ~~Center~~the auditorium
14 and all parts thereof at all times during any ~~event~~community/senior center occupan-
cies.

15 Secs. 12-29—12-39. - Reserved.

16 ARTICLE II. - RENTAL RATES AND CHARGES

17 Sec. 12-40. - Classification and time of usage for community center.

18 The classification of usage indicated in the schedule of rates hereinafter set forth shall
19 determine the amount of all community center rentals. Except as otherwise provided herein,
20 the words "morning," "afternoon," and "evening," shall be deemed to apply, respectively, to
periods of occupancy between the following hours:

21 Morning	8:00 a.m. to 12:00 p.m.
22 Afternoon	12:00 p.m. to 5:00 p.m.
23 Sun., Tues., Thurs. Evening	6:00 p.m. to 12:00 a.m.
24 Fri., Sat., Evening	6:00 p.m. to 2:00 a.m.

25 The ~~Center~~building shall not be available for rental to the public on Monday evenings,
26 Wednesday evenings, New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiv-
ing, Friday after Thanksgiving, Christmas Eve, Christmas Day.

27 Sec. 12-41. - Rental fees.

28 (a) Rental fees for the ~~C~~community ~~C~~center shall be as follows:

29 Room	Morning	Afternoon	Evening (12 a.m.; 1 a.m.; 2 a.m.)	All Day
30 Midwest	\$76.00 95.00	\$105.00 131.00	\$210.00; 245.00; 280.00 263.00; 306.00; 350.00	10 percent off session total
31 Bomber	64.00 80.00	80.00 100.00	144.00; 168.00; 192.00 180.00; 210.00; 240.00	10 percent off session total
32 Titan	56.00 70.00	75.00 94.00	126.00; 147.00; 168.00 158.00; 184.00; 210.00	10 percent off session total
33 Entire building	144.00 180.00	250.00 313.00	480.00; 560.00; 640.00 600.00; 700.00; 800.00	10 percent off session total

Cleaning deposits:	
Room/equipment	Cost
Midwest	\$300.00
Bomber/Titan	\$150.00
Entire building	\$600.00
Audio/visual equipment	\$100.00

Additional Charges:	
Item	Cost
Table set-up, per table	\$2.00
Chair set-up, per chair	\$1.00
Microphone Delete	\$10.00
Podium with microphone	\$20.00
Keyboard Delete	\$20.00
Projection Screen Delete	\$15.00
Stage Section 4' X 8', per section	\$15.00
Podium without microphone	N/C
Audio/visual equipment	\$100.00

(b) Rental fees for the senior center shall be as follows:

			Sessions		
Grand Room	Maximum Occupants		Fri	Sat	Sun
	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
48x76	156	250	\$300.00	\$450.00	\$300.00
			\$375.00	\$563.00	\$375.00

			Sessions		
Willow Room	Maximum Occupants		Fri	Sat	Sun
	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
36x36	60	86	\$200.00	\$300.00	\$200.00
			\$240.00	\$375.00	\$240.00

			Sessions		
Mistletoe Room	Maximum Occupants		Fri	Sat	Sun
	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
31x25	35	50	\$150.00	\$250.00	\$150.00
			\$188.00	\$313.00	\$188.00

			Sessions		
Midwest Room	Maximum Occupants		Fri	Sat	Sun
	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
24x16	24	24	\$100.00	\$150.00	\$100.00
			\$125.00	\$188.00	\$125.00

			Sessions		
Redbud Room	Maximum Occupants		Fri	Sat	Sun
	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
17x28	20	35	\$100.00	\$150.00	\$100.00
			\$125.00	\$188.00	\$125.00

Sec. 12-42. - Rental schedule.

Any person using the ~~Center~~community/senior center or any part of its facility there-
of shall pay the appropriate amount for such use ~~the appropriate amount~~ under the schedule

1 of rental fees as adopted by the city council and as may be amended from time to time. The
2 schedule shall be available for inspection during normal business hours at the Centercommunity/senior center
3 and in the office of the city clerk.

4 Sec. 12-43. - Rental basis for recognized conventions.

5 The city may grant permission to use the Centercommunity/senior center to any cor-
6 poration, association, club or society during an international, national, state or regional con-
7 vention session thereof which is a convention of record as recorded by or in the files of the
8 International Association of Convention Bureaus, or the Midwest City Chamber of Com-
9 merce, at such rental as the city may, at its discretion, determine for use of the Centercommunity/senior center
10 consistent with the rental schedule.

11 Sec. 12-44. - City to determine classification of use of center.

12 The classification of any use of the Centercommunity/senior center or any part of it
13 facility thereof for the purpose of determining the rental therefor shall be made by the city,
14 and its decision with regard to that classification ~~thereto~~ shall be final for all purposes.

15 Sec. 12-45. - What rent includes.

16 The rental fees imposed by the city ~~this article~~ shall include normal heat, light, water
17 and air conditioning; and normal building cleaning and maintenance.

18 Sec. 12-46. - Holding reservations.

19 The Centercommunity/senior center or any part of it ~~facility thereof~~ can be reserved
20 for forty-eight (48) hours prior to entering into a contract ~~for an event for forty-eight (48)~~
21 ~~hours~~ without payment of a fee or deposit. Payment of at least one-half of the rental fee and
22 extra charges, per this chapter, is required at the time the contract is signed and the remainder
23 of the fees and charges under the contract is due no less than sixty (60) days prior to the
24 scheduled event. Groups that book the same event more than two (2) times each month will
25 not be required to pay the fifty (50%) percent deposit but will be required to pay the full
26 amount due no later than one (1) week prior to the first event of each month.

27 Sec. 12-47. - Refund of deposits.

28 (a) The permittee shall receive a seventy-five (75%) percent refund of his/her de-
29 posit when s/he gives written notice of cancellation to the city more than ninety (90) days
30 prior to the scheduled dates reserved.

31 (b) The permittee shall receive a refund of twenty-five (25%) percent of his/her
32 deposit when s/he gives written notice of cancellation to the city at least ninety (90) but more
33 than sixty (60) days prior to the scheduled dates reserved.

34 (c) The permittee shall receive no refund of his/her deposit when s/he gives writ-
35 ten notice of cancellation to the city sixty (60) days or less prior to the scheduled dates re-
served.

(d) The permittee shall receive a full refund of his/her deposit if the scheduled
event is canceled by the city due to no fault of the permittee or the scheduled event is other-
wise canceled at the request of the city and with the consent of the permittee.

(e) The right to a refund is not assignable except by operation of law; and such
right shall be barred, and the money to which any permittee shall be entitled shall be and be-
come the sole property of the city upon the expiration of one (1) year following the date the
right to such refund accrued.

Sec. 12-48. - Reserved.

1 Sec. 12-49. - Charges for special facilities and extra services.

2 (a) The rental charges set out in ~~this chapter~~~~section 12-42~~ shall cover only the use
3 of the ~~auditorium,~~
4 ~~convention and committee rooms,~~ and are not in lieu of charges for special facilities
5 and extra services ~~hereinafter provided for or mentioned in this section.~~ Regardless of the
6 classification of use, ~~when~~~~where~~ such special facilities or extra services are used or rendered
7 an additional charge ~~shall be~~
8 ~~be~~ determined by the city ~~shall be made.~~ These charges shall be based upon a sched-
9 ule of extra charges which shall be kept on file ~~by~~~~with~~ the city. The list of charges will be
10 kept current by the city and subject to the approval of the city council.

11 (b) The following are the special facilities or extra services for which an addition-
12 al charge shall be made:

- 13 (1) Public address system and/or outside amplification as part of any reg-
14 ular interior usage;
- 15 (2) Additional equipment necessary to play any recordings over the Center's ~~community/senior center~~
16 amplification system; or for supervising any installation required for the pur-
17 pose of broadcasting any ~~community/senior center event~~ program over
18 any radio or television station or for tuning in on any radio or televi-
19 sion program, which it is desired to broadcast over the Center's ~~community/senior center~~
20 amplification system;
- 21 (3) Special seating arrangements;
- 22 (4) Change in seating arrangements;
- 23 (5) Special mechanical or electrical connection and equipment;
- 24 (6) Janitor work beyond the usual hours;
- 25 (7) Erection of platform and stands other than those usually furnished;
- 26 (8) Decorating and installation or removal of fixtures; and
- 27 (9) Other miscellaneous services or equipment.

28 All special charges and services must be included in the contract.

29 Sec. 12-50. - When charges for special services or equipment due.

30 ~~If~~~~where~~ the permittee ~~would like~~ requires any special service and/or equipment, the
31 permittee must pay the special service and/or equipment charges established in accordance
32 with this chapter. In the event the contract is amended to include special services and/or
33 equipment, the deposit for those special services and/or equipment shall be paid immediately.

34 Sec. 12-51. - Extraordinary charges to be determined by ~~city~~~~auditorium~~ manager.

35 Any extraordinary charge not specifically stated in this ~~Code article,~~ other ordinances
or on file in the ~~city clerk's office~~~~auditorium~~ shall be determined by the ~~city~~~~auditorium~~ man-
ager. Additional charges will be for riser, chair and table setup, special seat setup, additional
stage setup, special electrical and utility services and special additions or arrangements of the
public address system.

 Sec. 12-52. - City may negotiate special rates.

1 The city may at its discretion negotiate for special rates when in the best interest of
2 the
3 ~~community/senior center and the city.~~

4 Sec. 12-53. - Application required for special rates.

5 In all cases where an applicant seeks rates other than the full ~~commercial~~-rental
6 charge as set forth ~~in this Code herein~~, the ~~applicant must~~ city shall require ~~file the filing of~~ a
7 written application in such form as the city may prescribe prior to the issuance of a permit.
8 The applicant shall include all information necessary to the ~~justification~~ of the special rate
9 sought.

10 Secs. 12-54—12-58. - Reserved.

11 Sec. 12-59. - Move-in, move-out time; rates.

12 (a) By previous arrangement with the approval of the city manager, events of two
13 (2) or more consecutive days may be allowed up to one (1) day without charge (last half of
14 the day prior to and the first half of the day after the scheduled event) for combined move-in
15 and move-out.

16 (b) All move-in and move-out times shall be based on the availability of the facil-
17 ity.

18 Sec. 12-60. - Overtime use—Fees; approval by city required.

19 The approved hourly charge shall be paid for each hour or portion of an hour an event
20 continues beyond that specified by the contract. Such overtime use can occur only with the
21 approval of the city.

22 Sec. 12-61. - Monies to be deposited with city treasurer.

23 All moneys received as rental for the ~~Center~~ ~~community/senior center~~ shall be depos-
24 ited with the city treasurer.

25 Sec. 12-62. - Advance bookings.

26 (a) For the ~~C~~community ~~C~~center, no ~~one~~ ~~group~~ shall be allowed to book more
27 than five (5) years in advance. Any advance booking greater than one (1) year shall be sub-
28 ject to the current rate charged as of the date the event is conducted. The city shall give each
29 permittee with advance bookings of greater than one (1) year written notice of the fee in-
30 creases upon adoption by the city council.

31 (b) For the senior center, no one shall be allowed to book more than one (1) year
32 in advance.

33 SECTION 2. EFFECTIVE DATE. This ordinance shall be effective on and after July 1, 2016.

34 SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
35 repealed.

36 SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
37 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
38 tions of the ordinance.

39 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
40 on the _____ day of May, 2016.

41 THE CITY OF MIDWEST CITY, OKLAHOMA

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MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

CITY ATTORNEY

1 Sec. 12-7. - Verbal agreements not binding.

2 No verbal agreement for the use of the Center or any part of it shall be binding upon
3 the city.

4 Sec. 12-8. - Acceptance of permit constitutes contract.

5 The permittee accepting the permit issued by the city for use of the Center or any part
6 of it shall constitute the contract between the city and the permittee, which permit shall be
7 subject to approval of the city, and as to the form thereof shall be approved by the city attor-
8 ney.

9 Sec. 12-9. - City authorized to cancel contract when in public interest.

10 The city may cancel the contract of any person or organization as to the use of any
11 portion of the Center when such person or organization, in the opinion of the city manager or
12 city council, is not acting in the best public interest.

13 Sec. 12-10. - Assignment of permit prohibited.

14 No permit issued pursuant to this chapter may be assigned.

15 Sec. 12-11. - Permittee to relieve city from liability and to pay for any damages; insurance
16 may be required.

17 By acceptance of a permit as hereinabove provided, the permittee shall covenant and
18 agree to relieve and discharge the city and the officers and employees of the city from any
19 and all liability for loss, injury and/or damages to any person or property that may be sus-
20 tained by reason of the occupancy and use of the Center and its facilities, and to save the city
21 and the officers and employees of the city free and harmless therefrom. Every permittee shall
22 further agree to pay for any and all damages to the Center and damages to or loss of any of
23 the Center's property and/or equipment and/or any other city property resulting either directly
24 or indirectly from such occupancy and use of the Center by or through the negligence or oth-
25 er acts of the permittee, his agents and employees or any person participating in or attending
26 the permittee's event in connection with or during the use and occupancy; provided, howev-
27 er, that the city may, whenever in its opinion the circumstances may warrant, require that a
28 permittee secure and indemnify the city and such other persons as the city shall designate
29 against any and all liability, loss, injury and damage by procuring, paying for and keeping in
30 force a policy of liability or indemnity insurance or a surety bond for such purpose or purpos-
31 es, which policy of insurance or bond shall be written and issued by a reputable and solvent
32 insurance or surety company, as the case may be, authorized to do business in the state, and
33 such policy or bond shall be subject to approval as to form thereof by the city attorney.

34 Sec. 12-12. - City may require permittee to procure workers' compensation insurance.

35 Whenever in the opinion of the city the circumstances may warrant, a permittee shall
procure, pay for and keep in force workers' compensation insurance for and on behalf of, and
protecting, the agents and employees of the permittee; provided, however, that whenever un-
der the laws of the state the permittee shall be required to cover his agents or employees by
workers' compensation insurance, such law shall be complied with, notwithstanding the ex-
ercise or failure to exercise such discretion of the city.

 Sec. 12-13. - Intention to broadcast or telecast event to be stated.

 In any application for a permit, every applicant shall state whether he intends to
broadcast or telecast over any radio or television system any event for which a permit is
sought.

1 Sec. 12-14. - Permittee responsible for applicable taxes.

2 The payment of all federal, state, county and city taxes in connection with any event
3 shall always be the liability and responsibility of the permittee.

4 Sec. 12-15. - Rental to be in lieu of individual permits or licenses; inspections and compli-
5 ance with ordinances required.

6 Each rental of the Center or any part of it shall be construed to cover all municipal per-
7 mits or licenses for the doing of any act within the Center and the solicitation of exhibitors to
8 exhibit therein. However, necessary and proper inspections to determine and enforce compli-
9 ance with the ordinances of the city shall be performed by the appropriate city officials, and
10 all permittees shall comply with all existing ordinances.

11 Sec. 12-16. - Use of center for municipal purposes permitted; computation of revenue to be
12 deposited with city.

13 Nothing herein shall be construed to prevent the use of the Center or any part of it for
14 municipal purposes, subject to the approval of the city; except, however, that when an admis-
15 sion fee is charged or revenues from such municipal usage or other privileges of any charac-
16 ter operated by or under the authority of representatives of the city, the city shall collect out
17 of the gross receipts or any other revenues therefrom and pay over and deposit with the treas-
18 urer of the city not less than an amount equal to the actual operating and gross overhead
19 epense incidental to such usage as computed by the city, nor more than the maximum rental
20 rates and other charges as prescribed by this chapter.

21 Sec. 12-17. - Services furnished by city; permittee required to hire and pay employees.

22 The rental of the Center at the rates herein provided shall not entitle the permittee to use
23 any city personnel in connection with the staging of the event for which the permit is issued;
24 provided, however, that the city may, at its discretion, furnish at no extra cost to the permittee
25 the services of those employees of the city who are regularly employed as a part of the Center
26 staff, but such services shall not include extra services as set forth in the schedule of rentals.
27 The permittee shall hire and pay the salaries of all other employees required in connection
28 with the event including, as examples, the salaries of stage employees, front lamp operators,
29 projectionists, ticket sellers, ticket takers, ushers, cashiers, doormen and guards.

30 Sec. 12-18. - Compliance with rules required; expulsion and forfeiture of rents and fees for
31 noncompliance.

32 All permittees, and their agents, employees and invitees shall at all times abide by and
33 conform to all rules and regulations in effect for the use and occupancy of, and operations in
34 the Center. Any violation of any of the rules or regulations shall, at the discretion of the city,
35 subject such violator to immediate expulsion from the Center and forfeiture of all rents, per-
centages or other fees paid, and without releasing in any manner any obligations for the pay-
ment of the rents, percentages or other fees required to be paid under such permit for the full
term thereof.

36 Sec. 12-19. - Compliance with laws and ordinances required.

37 Each permittee and his agents, employees and invitees shall at all times strictly com-
38 ply with and abide by all federal, state and municipal laws, rules and regulations pertaining to
39 or affecting the use or occupancy of the Center.

40 Sec. 12-20. - Reserved.

1 Sec. 12-21. - Preference for use.

2 Preference for the use of the Center shall be determined on a first come, first served ba-
3 sis. At the senior center, events for adults over the age of 55 will have scheduling priority. No
4 youth events are allowed at the senior center.

5 Sec. 12-22. - Rehearsals.

6 The rental paid entitles a permittee time for one full rehearsal, practice or drill of not
7 more than two (2) consecutive hours during the hours of 6:00 p.m. and 8:00 p.m., without
8 additional cost, the date and hours of which must be approved by the city and shall be subject
9 to cancellation by the city upon twenty-four (24) hours notice. Subject to the same approval
10 requirement as to date and hours, and subject to the same right of cancellation, additional re-
11 hearsals (whether dress rehearsals or otherwise) may be permitted upon the payment of such
12 charges as may be fixed by the city.

13 Sec. 12-23. - Security to be furnished.

14 Every permittee shall furnish such security as may be required by the city during his
15 occupancy and, if any permittee fails or refuses to furnish security satisfactory to the city, the
16 city may furnish the same and charge the cost thereof to the permittee or cancel the permit-
17 tee's event.

18 Sec. 12-24. - Copyrighted compositions not to be used unless appropriate fees paid.

19 (a) No copyrighted musical compositions of the members of the American Socie-
20 ty of Composers, Authors and Publishers or any other copyright owners shall be played or
21 sung in connection with any use of the Center or any part of it, either amplified, televised or
22 otherwise, and either in form of a mechanical recording or personal rendition, unless the
23 permittee shall have first paid any license fee or other fee required by any copyright owner.
24 The permittee shall furnish satisfactory evidence of such payment to the city prior to such
25 event.

26 (b) By the acceptance of his permit for use of the Center, the permittee shall cov-
27 enant and agree to indemnify the city and the officers and employees of the city, and to save
28 them free and harmless from any and all liability or responsibility whatsoever for infringe-
29 ment or other violation of the rights of any copyright owner under the copyright law.

30 Sec. 12-25. - Hanging items on wall.

31 The hanging of pictures, banners or any other items on the walls must be approved by
32 the city.

33 Sec. 12-26. - Sale of alcoholic beverages and/or beer.

34 Caterers having proper licenses may sell alcoholic beverages and/or beer during an event
35 for which they were hired by the permittee. The written application submitted for utilization
of the Center must indicate whether alcoholic beverages and/or beer will be served.

Sec. 12-27. - Parking.

The city reserves the right to maintain and control parking on city-owned property on
and about the Center site, either by direct supervision of the city or through a contract for
private operation thereof. At all times parking for events at the Center shall have preference
over parking for any other purpose.

Sec. 12-28. - City representatives authorized to enter center during occupancy.

The duly authorized representatives of the city shall have the right to enter all por-
tions of the Center at all times during any event.

Secs. 12-29—12-39. - Reserved.

ARTICLE II. - RENTAL RATES AND CHARGES

Sec. 12-40. - Classification and time of usage for community center.

The classification of usage indicated in the schedule of rates hereinafter set forth shall determine the amount of all community center rentals. Except as otherwise provided herein, the words "morning," "afternoon," and "evening" shall be deemed to apply, respectively, to periods of occupancy between the following hours:

Morning	8:00 a.m. to 12:00 p.m.
Afternoon	12:00 p.m. to 5:00 p.m.
Sun., Tues., Thurs. Evening	6:00 p.m. to 12:00 a.m.
Fri., Sat., Evening	6:00 p.m. to 2:00 a.m.

The Center shall not be available for rental to the public on Monday evenings, Wednesday evenings, New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day.

Sec. 12-41. - Rental fees.

(a) Rental fees for the community center shall be as follows:

Room	Morning	Afternoon	Evening (12 a.m.; 1 a.m.; 2 a.m.)	All Day
Midwest	\$76.00 95.00	\$105.00 131.00	\$210.00; 245.00; 280.00 263.00; 306.00; 350.00	10 percent off session total
Bomber	64.00 80.00	80.00 100.00	144.00; 168.00; 192.00 180.00; 210.00; 240.00	10 percent off session total
Titan	56.00 70.00	75.00 94.00	126.00; 147.00; 168.00 158.00; 184.00; 210.00	10 percent off session total
Entire building	144.00 180.00	250.00 313.00	480.00; 560.00; 640.00 600.00; 700.00; 800.00	10 percent off session total

Cleaning deposits:	
Room/equipment	Cost
Midwest	\$300.00
Bomber/Titan	\$150.00
Entire building	\$600.00
Audio/visual equipment	\$100.00

Additional Charges:	
Item	Cost
Table set-up, per table	\$2.00
Chair set-up, per chair	\$1.00
Microphone Delete	\$10.00
Podium with microphone	\$20.00
Keyboard Delete	\$20.00
Projection Screen Delete	\$15.00

1	Stage Section 4' X 8', per section	\$15.00
2	Podium without microphone	N/C
3	Audio/visual equipment	\$100.00

4 (b) Rental fees for the senior center shall be as follows:

5				Sessions		
6	Grand	Maximum Occupants		Fri	Sat	Sun
7	Room	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
	48x76	156	250	\$300.00	\$450.00	\$300.00
				\$375.00	\$563.00	\$375.00

8	Willow	Maximum Occupants		Fri	Sat	Sun
9	Room	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
10	36x36	60	86	\$200.00	\$300.00	\$200.00
				\$240.00	\$375.00	\$240.00

11		Maximum Occupants				
12	Mistletoe	Banquet	Theater	Fri	Sat	Sun
13	Room			5pm-12	12pm-12am	12pm-6pm
	31x25	35	50	\$150.00	\$250.00	\$150.00
				\$188.00	\$313.00	\$188.00

14	Midwest	Maximum Occupants		Fri	Sat	Sun
15	Room	Banquet	Theater	5pm-12	12pm-12am	12pm-6pm
16	24x16	24	24	\$100.00	\$150.00	\$100.00
				\$125.00	\$188.00	\$125.00

17		Maximum Occupants				
18	Redbud	Banquet	Theater	Fri	Sat	Sun
19	Room			5pm-12	12pm-12am	12pm-6pm
20	17x28	20	35	\$100.00	\$150.00	\$100.00
				\$125.00	\$188.00	\$125.00

21 Sec. 12-42. - Rental schedule.

22 Any person using the Center or any part of it shall pay the appropriate amount for
 23 such use under the schedule of rental fees as adopted by the city council and as may be
 24 amended from time to time. The schedule shall be available for inspection during normal
 25 business hours at the Center and in the office of the city clerk.

26 Sec. 12-43. - Rental basis for recognized conventions.

27 The city may grant permission to use the Center to any corporation, association, club
 28 or society during an international, national, state or regional convention session thereof
 29 which is a convention of record as recorded by or in the files of the International Association
 30 of Convention Bureaus, or the Midwest City Chamber of Commerce, at such rental as the
 31 city may, at its discretion, determine for use of the Center consistent with the rental schedule.

32 Sec. 12-44. - City to determine classification of use of center.

33 The classification of any use of the Center or any part of it for the purpose of deter-
 34 mining the rental therefor shall be made by the city, and its decision with regard to that clas-
 35 sification shall be final for all purposes.

36 Sec. 12-45. - What rent includes.

37 The rental fees imposed by the city shall include normal heat, light, water and air
 38 conditioning; and normal building cleaning and maintenance.

1 Sec. 12-46. - Holding reservations.

2 The Center or any part of it can be reserved for forty-eight (48) hours prior to entering
3 into a contract without payment of a fee or deposit. Payment of at least one-half of the rental
4 fee and extra charges, per this chapter, is required at the time the contract is signed and the
5 remainder of the fees and charges under the contract is due no less than sixty (60) days prior
6 to the scheduled event. Groups that book the same event more than two (2) times each month
will not be required to pay the fifty (50%) percent deposit but will be required to pay the full
amount due no later than one (1) week prior to the first event of each month.

7 Sec. 12-47. - Refund of deposits.

8 (a) The permittee shall receive a seventy-five (75%) percent refund of his/her de-
9 posit when s/he gives written notice of cancellation to the city more than ninety (90) days
prior to the scheduled dates reserved.

10 (b) The permittee shall receive a refund of twenty-five (25%) percent of his/her
11 deposit when s/he gives written notice of cancellation to the city at least ninety (90) but more
12 than sixty (60) days prior to the scheduled dates reserved.

13 (c) The permittee shall receive no refund of his/her deposit when s/he gives writ-
14 ten notice of cancellation to the city sixty (60) days or less prior to the scheduled dates re-
served.

15 (d) The permittee shall receive a full refund of his/her deposit if the scheduled
16 event is canceled by the city due to no fault of the permittee or the scheduled event is other-
wise canceled at the request of the city and with the consent of the permittee.

17 (e) The right to a refund is not assignable except by operation of law and such
18 right shall be barred, and the money to which any permittee shall be entitled shall be and be-
19 come the sole property of the city upon the expiration of one (1) year following the date the
right to such refund accrued.

20 Sec. 12-48. - Reserved.

21 Sec. 12-49. - Charges for special facilities and extra services.

22 (a) The rental charges set out in this chapter shall cover only the use of the rooms,
23 and are not in lieu of charges for special facilities and extra services. Regardless of the classi-
24 fication of use, when such special facilities or extra services are used or rendered an addi-
25 tional charge shall be determined by the city. These charges shall be based upon a schedule
of extra charges which shall be kept on file by the city. The list of charges will be kept cur-
26 rent by the city and subject to the approval of the city council.

27 (b) The following are the special facilities or extra services for which an addition-
28 al charge shall be made:

- 29 (1) Public address system and/or outside amplification as part of any reg-
ular interior usage;
- 30 (2) Additional equipment necessary to play any recordings over the Cen-
31 ter's amplification system or for supervising any installation required
32 for the purpose of broadcasting any event over any radio or television
33 station or for tuning in on any radio or television program, which it is
desired to broadcast over the Center's amplification system;
- 34 (3) Special seating arrangements;
- 35 (4) Change in seating arrangements;

- (5) Special mechanical or electrical connection and equipment;
- (6) Janitor work beyond the usual hours;
- (7) Erection of platform and stands other than those usually furnished;
- (8) Decorating and installation or removal of fixtures; and
- (9) Other miscellaneous services or equipment.

All special charges and services must be included in the contract.

Sec. 12-50. - When charges for special services or equipment due.

If the permittee would like any special service and/or equipment, the permittee must pay the special service and/or equipment charges established in accordance with this chapter. In the event the contract is amended to include special services and/or equipment, the deposit for those special services and/or equipment shall be paid immediately.

Sec. 12-51. - Extraordinary charges to be determined by city manager.

Any extraordinary charge not specifically stated in this Code or on file in the city clerk's office shall be determined by the city manager. Additional charges will be for riser, chair and table setup, special seat setup, additional stage setup, special electrical and utility services and special additions or arrangements of the public address system.

Sec. 12-52. - City may negotiate special rates.

The city may at its discretion negotiate for special rates when in the best interest of the city.

Sec. 12-53. - Application required for special rates.

In all cases where an applicant seeks rates other than the full rental charge as set forth in this Code, the applicant must file a written application in such form as the city may prescribe prior to the issuance of a permit. The applicant shall include all information necessary to justify the special rate sought.

Secs. 12-54—12-58. - Reserved.

Sec. 12-59. - Move-in, move-out time; rates.

(a) By previous arrangement with the approval of the city manager, events of two (2) or more consecutive days may be allowed up to one (1) day without charge (last half of the day prior to and the first half of the day after the scheduled event) for combined move-in and move-out.

(b) All move-in and move-out times shall be based on the availability of the facility.

Sec. 12-60. - Overtime use—Fees; approval by city required.

The approved hourly charge shall be paid for each hour or portion of an hour an event continues beyond that specified by the contract. Such overtime use can occur only with the approval of the city.

Sec. 12-61. - Monies to be deposited with city treasurer.

All moneys received as rental for the Center shall be deposited with the city treasurer.

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Sec. 12-62. - Advance bookings.

(a) For the community center, no one shall be allowed to book more than five (5) years in advance. Any advance booking greater than one (1) year shall be subject to the current rate charged as of the date the event is conducted. The city shall give each permittee with advance bookings of greater than one (1) year written notice of the fee increases upon adoption by the city council.

(b) For the senior center, no one shall be allowed to book more than one (1) year in advance.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of May, 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 May, 2016.

CITY ATTORNEY



Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: May 24, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46(a) and (b), Golf course rates; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the May 10, 2016 agenda).

Staff is recommending a one dollar (\$1.00) increase per player in the regular green fee rate and an increase to all annual memberships at John Conrad Golf Course. In addition staff is proposing an increase to junior green fees at Hidden Creek Family Golf Course. The proposed rates will be effective July 1, 2016. This rate increase keeps our pricing below our competitors in each category.

John Conrad (after rate increase)

Weekday: \$24.00
Weekend: \$24.00
Twilight: \$16.00 (after 2:00pm)
Super twilight: \$8.00(after 6:00pm)
Senior & Military Fee \$15.50
Junior \$6.00
18 hole cart rental \$28.00
18 hole cart rental \$14.00 (single rider)
9 hole cart rental \$14.00
9 hole cart rental \$7.00 (single rider)
Monday thru Thursday special: \$9.00*
Range \$3.00 (42 balls)

Oklahoma City (current)

Weekday: \$26.00, Lincoln \$28.00
Weekend: \$26.00, Lincoln \$28.00
Twilight: \$21.00 (after 1:00pm)
Super twilight: \$15.75 (after 4:00pm)
Senior Fee \$15.75
Junior \$7.25
18 hole cart rental \$28.00
18 hole cart rental \$14.00 (single rider)
9 hole cart rental \$14.00
9 hole cart rental \$7.00 (single rider)
Monday thru Thursday special: None
Range \$3.25 (30 balls)

*The Monday special is from dawn to 3:00 and the Tuesday through Thursday special is from 1:30 to 3:00.

The rate increase is expected to generate approximately \$17,000.00 annually. In addition, staff will be increasing prices on some concession items, which is estimated to raise an additional \$3,000.00 annually.

Staff recommends approval.

Vaughn K. Sullivan, Community Services Director

Attachments: Redlined copy of the ordinance
Clean copy of the ordinance

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE
MIDWEST CITY CODE, ARTICLE IV, IN GENERAL, BY AMENDING SECTION 30-
46 (a) AND (b), GOLF COURSE RATES; ESTABLISHING AN EFFECTIVE DATE;
AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

SECTION 1. That Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, Section 30-46(a) and (b), Golf course rates, be amended to read as follows:

- (a) The following rates, which do not include tax, will be in effect at the Hidden Creek Family Golf Course for each nine (9) holes played:
- (1) Regular 9 hole green fees shall be eight dollars and seventy five cents (\$8.75) and for all day play shall be fourteen dollars (\$14.00) and Foot-golf 9 hole green fee shall be five dollars (\$5.00);
 - (2) Regular 9 hole green fees for City of Midwest City employees shall be six dollars and twenty five cents (\$6.25) and regular all day green fees for City of Midwest City employees shall be ten dollars (\$10.00).
 - (3) Regular 9 hole green fees for seniors (age sixty (60) or older), and military, for weekdays shall be six dollars and forty three cents (\$6.43) and for all day play shall be ten dollars and thirty cents (\$10.30);
 - (4) Regular 9 hole green fees for juniors shall be ~~two~~ four dollars (~~\$2.00~~ \$4.00) and for all day play shall be ~~three~~ six dollars (~~\$3.00~~ \$6.00);
 - (5) Nine-hole golf car rental shall be six dollars (\$6.00) per player;
 - (6) Daily trail fees shall be four dollars and fifty cents (\$4.50);
 - (7) Annual regular green fee memberships shall be four hundred twenty dollars (\$420.00);
 - (8) Annual junior green fee memberships shall be one hundred ninety-seven dollars and forty cents (\$197.40);
 - (9) Annual regular green fee membership with half golf car shall be one thousand dollars (\$1,000.00);
- (b) The following rates, which do not include tax, will be in effect for all day play at the John Conrad Regional Golf Course:
- (1) Regular green fees shall be twenty ~~three~~ four dollars (~~\$23.00~~ \$24.00);
 - (2) Green fees for City of Midwest City employees shall be ten dollars and fifty cents (\$10.50);

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- (3) Green fees for seniors (age sixty (60) or older) and military for weekdays shall be fifteen dollars and fifty cents (\$15.50). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and federal holidays;
- (4) Green fees for juniors shall be six dollars (\$6.00);
- (5) Registered school golf team green fees shall be four dollars (\$4.00);
- (6) Twilight green fees (after 2:00 pm during daylight savings time and after 1:00 pm during regular time) shall be sixteen dollars (\$16.00);
- (7) Green fees shall be eight dollars (\$8.00) after 6:00 p.m.;
- (8) Golf car rentals shall be twenty eight dollars (\$28.00) for eighteen (18) holes. Single rider car rental shall be fourteen dollars (\$14.00) for (18) holes. Golf car rentals shall be fourteen dollars (\$14.00) for nine (9) holes. Single rider car rental shall be seven dollars (\$7.00) for nine (9) holes.
- (9) Trail fees shall be ten dollars (\$10.00);
- (10) Senior (age sixty (60) or older) trail fees shall be seven dollars (\$7.00);
- (11) Annual locker rental fee shall be thirty dollars (\$30.00);
- (12) Driving range fees shall be three dollars (\$3.00).
- (13) Annual green fee memberships shall be one thousand one hundred eighty dollars (~~\$1,080~~1,180.00);
- (14) Annual green fee membership with half golf car rental shall be ~~one thousand eight hundred~~two thousand dollars (~~\$1,800.00~~2,000.00);
- (15) Annual Monday through Thursday green fee memberships shall be ~~six~~seven hundred dollars (~~\$600.00~~700.00);
- (16) Annual Monday through Thursday green fee memberships with half golf car rental shall be one thousand two hundred dollars (~~\$1,000.00~~1,200.00);
- (17) Annual junior green fee memberships shall be three hundred sixty dollars (\$360);
- (18) Annual trail fee, with annual green fee membership, shall be four hundred dollars (\$400.00). Annual trail fee, with annual Monday through Thursday membership shall be two hundred dollars (\$200.00);
- (19) Regular green fees for each 18 holes played before 3:00 p.m. on Mondays year round and 1:30 to 3:00 Tuesday through Thursday during daylight savings time shall be nine dollars (\$9.00). This fee shall not apply on federal holidays, or for tournaments or league play;

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SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after July 1, 2016.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, 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 May, 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 May, 2016.

KATHERINE BOLLES, City Attorney

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ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE MIDWEST CITY CODE, ARTICLE IV, IN GENERAL, BY AMENDING SECTION 30-46 (a) AND (b), GOLF COURSE RATES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

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 - (2) Regular 9 hole green fees for City of Midwest City employees shall be six dollars and twenty five cents (\$6.25) and regular all day green fees for City of Midwest City employees shall be ten dollars (\$10.00).
 - (3) Regular 9 hole green fees for seniors (age sixty (60) or older), and military, for weekdays shall be six dollars and forty three cents (\$6.43) and for all day play shall be ten dollars and thirty cents (\$10.30);
 - (4) Regular 9 hole green fees for juniors shall be four dollars (\$4.00) and for all day play shall be six dollars (\$6.00);
 - (5) Nine-hole golf car rental shall be six dollars (\$6.00) per player;
 - (6) Daily trail fees shall be four dollars and fifty cents (\$4.50);
 - (7) Annual regular green fee memberships shall be four hundred twenty dollars (\$420.00);
 - (8) Annual junior green fee memberships shall be one hundred ninety-seven dollars and forty cents (\$197.40);
 - (9) Annual regular green fee membership with half golf car shall be one thousand dollars (\$1,000.00);
- (b) The following rates, which do not include tax, will be in effect for all day play at the John Conrad Regional Golf Course:
- (1) Regular green fees shall be twenty four dollars (\$24.00);
 - (2) Green fees for City of Midwest City employees shall be ten dollars and fifty cents (\$10.50);
 - (3) Green fees for seniors (age sixty (60) or older) and military for weekdays shall be fifteen dollars and fifty cents (\$15.50). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and federal holidays;
 - (4) Green fees for juniors shall be six dollars (\$6.00);
 - (5) Registered school golf team green fees shall be four dollars (\$4.00);
 - (6) Twilight green fees (after 2:00 pm during daylight savings time and after 1:00 pm during regular time) shall be sixteen dollars (\$16.00);
 - (7) Green fees shall be eight dollars (\$8.00) after 6:00 p.m.;
 - (8) Golf car rentals shall be twenty eight dollars (\$28.00) for eighteen (18) holes. Single rider car rental shall be fourteen dollars (\$14.00) for (18) holes. Golf car rentals shall be fourteen dollars (\$14.00) for nine (9) holes. Single rider car rental shall be seven dollars (\$7.00) for nine (9) holes.

- (9) Trail fees shall be ten dollars (\$10.00);
- (10) Senior (age sixty (60) or older) trail fees shall be seven dollars (\$7.00);
- (11) Annual locker rental fee shall be thirty dollars (\$30.00);
- (12) Driving range fees shall be three dollars (\$3.00).
- (13) Annual green fee memberships shall be one thousand one hundred eighty dollars (\$1,180.00);
- (14) Annual green fee membership with half golf car rental shall be two thousand dollars (\$2,000.00);
- (15) Annual Monday through Thursday green fee memberships shall be seven hundred dollars (\$700.00);
- (16) Annual Monday through Thursday green fee memberships with half golf car rental shall be one thousand two hundred dollars (\$1,200.00);
- (17) Annual junior green fee memberships shall be three hundred sixty dollars (\$360);
- (18) Annual trail fee, with annual green fee membership, shall be four hundred dollars (\$400.00). Annual trail fee, with annual Monday through Thursday membership shall be two hundred dollars (\$200.00);
- (19) Regular green fees for each 18 holes played before 3:00 p.m. on Mondays year round and 1:30 to 3:00 Tuesday through Thursday during daylight savings time shall be nine dollars (\$9.00). This fee shall not apply on federal holidays, or for tournaments or league play;

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after July 1, 2016.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, 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 May, 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 May, 2016.

KATHERINE BOLLES, City Attorney



City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8613

TO: Honorable Mayor and Council

From: Tim Lyon, Assistant City Manager
Sara Hancock, City Clerk

Date: May 24, 2016

Subject: Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water Rates and Charges, Section 43-63 (a)(1) through (4), Water rates inside city; providing for repealer and severability.

In FY 15-16 the Water Department expenditures exceeded the revenue by -\$591,558. Included in the FY 15-16 budget was a transfer of \$356,622 from fund 230 (Customer Deposits) and 172 (Capital Water Improvements). In addition, two Water Department employee positions were held open all fiscal year. When the FY 16-17 Water Department budget was submitted for review, it was \$1,324,052 of expenditures over revenue. After cutting two positions, deeply trimming capital outlay, and transferring \$380,073 from fund 230 (Customer Deposits) and 172 (Capital Water Improvements) into operating revenue, the Water Department's FY 16-17 budget is still -\$284,881.

The proposed ordinance will increase the rate for minimum usage (0-2,000 gal) by \$1.50 in each category and the rate for each 1,000 gallons of usage above the minimum by \$0.10 in each category for the FY 16-17. Furthermore, it also incrementally increases the rate for minimum usage (0-2,000 gal) by \$0.50 in each category and the rate for each 1,000 gallons of usage above the minimum by \$0.05 in each category for FY 17-18, FY 18-19, FY 19-20 & FY 20-21. The proposed rates will be effective June 23, 2016 and accordingly thereafter.

The rate increase is expected to generate approximately \$493,777 for FY 16-17 and an additional \$186,069.50 annually for each of the next four years.

Action is at the discretion of the Council.

A handwritten signature in cursive script that reads "Sara Hancock".

Sara Hancock, City Clerk

Attachments

1 **ORDINANCE NO.** _____

2 **AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWERS, SEWAGE DISPOSAL**
3 **AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE, BY AMENDING**
4 **ARTICLE II, WATER RATES AND CHARGES, SECTION 43-63 (a)(1) THROUGH (4),**
5 **WATER RATES INSIDE CITY; AND PROVIDING FOR REPEALER AND**
6 **SEVERABILITY.**

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

8 **ORDINANCE**

9 **SECTION 1.** That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II,
10 Water Rates and Charges, Section 43-63, Water rates inside city, (a)(1) through (4), of the Midwest
11 City Code shall be amended to read as follows:

12 (a) The water rates for users of water inside the corporate limits of the city shall
13 be as follows:

14 (1) *Single-Family Residential:*

15 (A) Beginning June 23, 2016, first 2,000 gallons used;
16 (minimum charge based on meter size):

17 5/8 inch..... ~~\$5.25~~ \$6.75
18 1 inch..... ~~\$6.50~~ \$8.00
19 1 ½ inch..... ~~\$8.40~~ \$9.90

20 (B) Beginning May 1, 2017, first 2,000 gallons used (minimum
21 charge based on meter size):

22 5/8 inch..... \$7.25
23 1 inch..... \$8.50
24 1 ½ inch..... \$10.40

25 (C) Beginning May 1, 2018, first 2,000 gallons used (minimum
26 charge based on meter size):

27 5/8 inch..... \$7.75
28 1 inch..... \$9.00
29 1 ½ inch..... \$10.90

30 (D) Beginning May 1, 2019, first 2,000 gallons used (minimum
31 charge based on meter size):

32 5/8 inch..... \$8.25
33 1 —inch..... \$9.50
34 1 ½ inch..... \$11.40

35 (E) Beginning May 1, 2020, first 2,000 gallons used (minimum
36 charge based on meter size):

5/18 inch..... \$8.75
1 inch..... \$10.00
1 ½ inch..... \$11.90

(FB) Beginning June 23, 2016, charge ~~gallons~~ per additional unit
(~~per~~ 1,000 gallons used shall be ~~\$2.94~~ \$3.04).

(G) Beginning May 1, 2017, charge per ~~additional~~ 1,000 gallons
used shall ~~will~~ be \$3.09.

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2 (H) Beginning May 1, 2018, charge per additional 1,000 gallons
3 used shall be \$3.14.

4 (I) Beginning May 1, 2019, charge per additional 1,000 gallons
5 used shall be \$3.19.

6 (J) Beginning May 1, 2020, charge per additional 1,000 gallons
7 used shall be \$3.24.

8 (2) *Multiple-Family Residential (more than three (3) units, including*
9 *apartments):*

10 (A) Beginning June 23, 2016, first 2,000 gallons used (minimum
11 charge)
12 (whether vacant or occupied) shall be \$5.00 \$6.50.

13 (B) Beginning May 1, 2017, first 2,000 gallons used (minimum
14 charge whether vacant or occupied) shall be \$7.00.

15 (C) Beginning May 1, 2018, first 2,000 gallons used (minimum
16 charge whether vacant or occupied) shall be \$7.50.

17 (D) Beginning May 1, 2019, first 2,000 gallons used (minimum
18 charge whether vacant or occupied) shall be \$8.00.

19 (E) Beginning May 1, 2020, first 2,000 gallons used (minimum
20 charge whether vacant or occupied) shall be \$8.50.

21 (BF) Beginning June 23, 2016, charge per additional 1,000 gallons
22 used shall be. \$3.04. Additional gallons per unit (per 1,000
23 gallons) \$2.94

24 (G) Beginning May 1, 2017, charge per additional 1,000 gallons
25 used shall be \$3.09.

26 (H) Beginning May 1, 2018, charge per additional 1,000 gallons
27 used shall be \$3.14.

28 (I) Beginning May 1, 2019, charge per additional 1,000 gallons
29 used shall be \$3.19.

30 (J) Beginning May 1, 2020, charge per additional 1,000 gallons
31 used shall be \$3.24.

32 (3) *Mobile Home Parks:*

33 (A) Beginning June 23, 2016, first 2,000 gallons used First 2,000
34 gallons (minimum charge)
35 (based upon the highest number of pads occupied during the month)
36 \$5.50 \$7.00

(B) Beginning May 1, 2017, first 2,000 gallons used (minimum
charge whether vacant or occupied) shall be \$7.50.

(C) Beginning May 1, 2018, first 2,000 gallons used (minimum
charge whether vacant or occupied) shall be \$8.00.

(D) Beginning May 1, 2019, first 2,000 gallons used (minimum
charge whether vacant or occupied) shall be \$8.50.

1 (E) Beginning May 1, 2020, first 2,000 gallons used (minimum
2 charge whether vacant or occupied) shall be \$9.00.

3 (BF) Beginning June 23, 2016, charge per additional 1,000 gallons
4 used shall be \$3.04.

5 (G) Beginning May 1, 2017, charge per additional 1,000 gallons
6 used shall be \$3.09.

7 (H) Beginning May 1, 2018, charge per additional 1,000 gallons
8 used shall be \$3.14.

9 (I) Beginning May 1, 2019, charge per additional 1,000 gallons
10 used shall be \$3.19.

11 (J) Beginning May 1, 2020, charge per additional 1,000 gallons
12 used shall be \$3.24.

13 (4) *Commercial:*

14 (A) Beginning June 23, 2016, first 2,000 gallons used (minimum
15 charge based on meter size):

16	5/8 inch.....	\$ 5.75	\$7.25
17	1 inch.....	\$ 7.00	\$8.50
18	1 ½ inch.....	\$ 8.90	\$10.40
19	2 inch.....	\$11.90	\$13.40
20	3 inch.....	\$15.90	\$17.40
21	4 inch.....	\$19.90	\$21.40
22	6 inch.....	\$38.90	\$40.40

23 (B) Beginning May 1, 2017, first 2,000 gallons used (minimum
24 charge based on meter size):

25	5/8 inch.....	\$7.75
26	1 inch.....	\$9.00
27	1 ½ inch.....	\$10.90
28	2 inch.....	\$13.90
29	3 inch.....	\$17.90
30	4 inch.....	\$21.90
31	6 inch.....	\$40.90

32 (C) Beginning May 1, 2018, first 2,000 gallons used (minimum
33 charge based on meter size):

34	5/8 inch.....	\$8.25
35	1 inch.....	\$9.50
36	1 ½ inch.....	\$11.40
	2 inch.....	\$14.40
	3 inch.....	\$18.40
	4 inch.....	\$22.40
	6 inch.....	\$41.40

37 (D) Beginning May 1, 2019, first 2,000 gallons used (minimum
38 charge based on meter size):

39	5/8 inch.....	\$8.75
40	1 inch.....	\$10.00
41	1 ½ inch.....	\$11.90
42	2 inch.....	\$14.90
43	3 inch.....	\$18.90

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWERS, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, WATER RATES AND CHARGES, SECTION 43-63 (a)(1) THROUGH (4), WATER RATES INSIDE CITY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II, Water Rates and Charges, Section 43-63, Water rates inside city, (a)(1) through (4), of the Midwest City Code shall be amended to read as follows:

(a) The water rates for users of water inside the corporate limits of the city shall be as follows:

(1) *Single-Family Residential:*

(A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$6.75
1 inch.....	\$8.00
1 ½ inch.....	\$9.90

(B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$7.25
1 inch.....	\$8.50
1 ½ inch.....	\$10.40

(C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$7.75
1 inch.....	\$9.00
1 ½ inch.....	\$10.90

(D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$8.25
1 inch.....	\$9.50
1 ½ inch.....	\$11.40

(E) Beginning May 1, 2020, first 2,000 gallons used (minimum charge based on meter size):

5/18 inch.....	\$8.75
1 inch.....	\$10.00
1 ½ inch.....	\$11.90

(F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be. \$3.04.

(G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.09.

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(H) Beginning May 1, 2018, charge per additional 1,000 gallons used shall be \$3.14.

(I) Beginning May 1, 2019, charge per additional 1,000 gallons used shall be \$3.19.

(J) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(2) *Multiple-Family Residential (more than three (3) units, including apartments):*

(A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$6.50.

(B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$7.00.

(C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$7.50.

(D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$8.00.

(E) Beginning May 1, 2020, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$8.50.

(F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be \$3.04.

(G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.09.

(H) Beginning May 1, 2018, charge per additional 1,000 gallons used shall be \$3.14.

(I) Beginning May 1, 2019, charge per additional 1,000 gallons used shall be \$3.19.

(J) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(3) *Mobile Home Parks:*

(A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge based upon the highest number of pads occupied during the month) \$7.00

(B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$7.50.

(C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$8.00.

(D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$8.50.

(E) Beginning May 1, 2020, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$9.00.

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- (F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be \$3.04.
- (G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.09.
- (H) Beginning May 1, 2018, charge per additional 1,000 gallons used shall be \$3.14.
- (I) Beginning May 1, 2019, charge per additional 1,000 gallons used shall be \$3.19.
- (J) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(4) *Commercial:*

- (A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$7.25
1 inch.....	\$8.50
1 ½ inch.....	\$10.40
2 inch.....	\$13.40
3 inch.....	\$17.40
4 inch.....	\$21.40
6 inch.....	\$40.40

- (B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$7.75
1 inch.....	\$9.00
1 ½ inch.....	\$10.90
2 inch.....	\$13.90
3 inch.....	\$17.90
4 inch.....	\$21.90
6 inch.....	\$40.90

- (C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$8.25
1 inch.....	\$9.50
1 ½ inch.....	\$11.40
2 inch.....	\$14.40
3 inch.....	\$18.40
4 inch.....	\$22.40
6 inch.....	\$41.40

- (D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$8.75
1 inch.....	\$10.00
1 ½ inch.....	\$11.90
2 inch.....	\$14.90
3 inch.....	\$18.90
4 inch.....	\$22.90
6 inch.....	\$41.90

1 (E) Beginning May 1, 2020, first 2,000 gallons used (minimum
2 charge based on meter size):

3 5/8 inch..... \$9.25
4 1 inch..... \$10.50
5 1 ½ inch..... \$12.40
6 2 inch..... \$15.40
7 3 inch..... \$19.40
8 4 inch..... \$23.40
9 6 inch..... \$42.40

10 (F) Beginning June 23, 2016, charge per additional 1,000 gallons
11 used shall be \$3.14.

12 (G) Beginning May 1, 2017, charge per additional 1,000 gallons
13 used shall be \$3.19.

14 (H) Beginning May 1, 2018, charge per additional 1,000 gallons
15 used shall be \$3.24.

16 (I) Beginning May 1, 2019, charge per additional 1,000 gallons
17 used shall be \$3.29.

18 (J) Beginning May 1, 2020, charge per additional 1,000 gallons
19 used shall be \$3.34.

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

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

25 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this
26 24th day of May, 2016.

27 CITY OF MIDWEST CITY, OKLAHOMA

28 _____
29 MATTHEW D. DUKES, II, Mayor

30 ATTEST:

31 _____
32 SARA HANCOCK, City Clerk

33 APPROVED as to form and legality this 24th day of May, 2016.

34 _____
35 KATHERINE BOLLES, City Attorney

Exhibit A
Metro Rate Comparison

Monthly Bill	Midwest City	Edmond	Norman	Moore	Del City	Yukon
Bill Based on 2k gal Water	\$ 5.25	\$ 12.92	\$ 12.70	\$ 12.50	\$ 7.65	\$ 13.50
Drainage	\$ 1.35	\$ -	\$ -	\$ -	\$ 2.00	\$ -
Sanitation	\$ 13.75	\$ 13.93	\$ 17.20	\$ 9.75	\$ 11.25	\$ 5.41
Stormwater	\$ 2.42	\$ 3.00	\$ -	\$ -	\$ -	\$ 2.00
Sewer	\$ 10.06	\$ 15.12	\$ 12.70	\$ 17.80	\$ 7.31	\$ 7.66
						\$ 15.00 *
Total Monthly Bill	\$ 32.83	\$ 44.97	\$ 42.60	\$ 40.05	\$ 28.21	\$ 43.57
Bill Based on 4k gal Water	\$ 12.97	\$ 24.56	\$ 19.40	\$ 18.50	\$ 13.20	\$ 21.08
Drainage	\$ 1.35	\$ -	\$ -	\$ -	\$ 2.00	\$ -
Sanitation	\$ 13.75	\$ 13.93	\$ 17.20	\$ 9.75	\$ 11.25	\$ 17.98
Stormwater	\$ 2.42	\$ 3.00	\$ -	\$ -	\$ -	\$ 2.00
Sewer	\$ 18.62	\$ 24.30	\$ 20.80	\$ 26.95	\$ 16.64	\$ 7.66
						\$ 15.00
Total Monthly Bill	\$ 49.11	\$ 65.79	\$ 57.40	\$ 55.20	\$ 43.09	\$ 63.72
Bill Based on 6k gal Water	\$ 20.69	\$ 36.20	\$ 30.60	\$ 24.50	\$ 18.00	\$ 28.66
Drainage	\$ 1.35	\$ -	\$ -	\$ -	\$ 2.00	\$ -
Sanitation	\$ 13.75	\$ 13.93	\$ 17.20	\$ 9.75	\$ 11.25	\$ 17.98
Stormwater	\$ 2.42	\$ 3.00	\$ -	\$ -	\$ -	\$ 2.00
Sewer	\$ 27.18	\$ 30.42	\$ 26.20	\$ 33.05	\$ 22.86	\$ 16.66
						\$ 15.00
Total Monthly Bill	\$ 65.39	\$ 83.55	\$ 74.00	\$ 67.30	\$ 54.11	\$ 80.30
Bill Based on 11k gal Water	\$ 39.99	\$ 75.30	\$ 51.10	\$ 39.50	\$ 30.90	\$ 47.61
Drainage	\$ 1.35	\$ -	\$ -	\$ -	\$ 2.00	\$ -
Sanitation	\$ 13.75	\$ 13.93	\$ 17.20	\$ 9.75	\$ 11.25	\$ 17.98
Stormwater	\$ 2.42	\$ 3.00	\$ -	\$ -	\$ -	\$ 2.00
Sewer	\$ 48.58	\$ 45.72	\$ 39.70	\$ 48.30	\$ 38.41	\$ 39.16
						\$ 15.00
Total Monthly Bill	\$ 106.09	\$ 137.95	\$ 108.00	\$ 97.55	\$ 82.56	\$ 121.75

Residential	0-2k gals	Charge \$3.86 for every 1k gal over minimum
5/8 meter	\$5.25	
1" meter	\$6.50	*Yukon has a \$15.00 fee for water to OKC
1 1/2" meter	\$8.40	

Fund 172 (water)	Walker Fund	0.35
Fund 178 (water)	Const. Loan	0.57
Fund 188 (sewer)	Strothman	0.25
Fund 186 (sewer)	SW const loan	0.90

Exhibit B
Proposed Rate Increase

			Appendix A			Appendix B		
Water Rates 0 - 2,000 gal	2010 (Current Rates)	Estimated # of Meters	PROPOSED RATES (0-2,000 gal)	Difference of Increase	Annual Revenue Increase	PROPOSED RATES (0-2,000 gal)	Difference of Increase	Annual Revenue Increase
Residential			FY 16-17			*Proceeding 4 years		
5/8 meter	5.25	18,725	6.75	1.50	337,050.00		0.50	112,350.00
1 inch	6.50	207	8.00	1.50	3,726.00		0.50	1,242.00
1 1/2 inch	8.40	15	9.90	1.50	270.00		0.50	90.00
Commercial								
5/8 meter	5.75	575	7.25	1.50	10,350.00		0.50	3,450.00
1 inch	7.00	366	8.50	1.50	6,588.00		0.50	2,196.00
1 1/2 inch	8.90	142	10.40	1.50	2,556.00		0.50	852.00
2 inch	11.90	211	13.40	1.50	3,798.00		0.50	1,266.00
3 inch	15.90	21	17.40	1.50	378.00		0.50	126.00
4 inch	19.90	9	21.40	1.50	162.00		0.50	54.00
6 inch	38.90	2	40.40	1.50	36.00		0.50	12.00
		20,273			\$ 364,914.00			\$ 121,638.00
RATES over 2,000 gal minimum								
Residential	3.86	1,288,630	3.96	0.10	\$ 128,863.00		0.05	\$ 64,431.50

*Overage estimates were calculated by using the lowest amount of total gallons consumed in the last 5 years (1,720,630 gal) and subtracting it from the amount of water that was consumed by users of 0-2,000 gal (432,000 gal) = 1,288,630 gal

Exhibit C

Commerical Base Rate Comparison

Commercial	Midwest City	Broken Arrow	Edmond	Guthrie
5/8 meter	5.75	7.70	7.10	14.75
1 inch	7.00	8.50	12.43	18.37
1 1/2 inch	8.90	11.40	24.86	22.72
2 inch	11.90	16.20	42.61	34.92
3 inch	15.90	37.00	87.89	124.54
4 inch	19.90	61.00	195.31	157.73
6 inch	38.90	71.25	426.12	235.14

5/5/2016

M E M O

TO: Honorable Mayor and City Council

FROM: R. Paul Streets, Sanitation and Stormwater Manager

DATE: May 24th 2016

SUBJECT: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees and Section 18-28, Business and commercial service fees; and providing for repealer and severability.

The proposed ordinance establishes new sanitation rates for residential, commercial, multi-family, and mobile home park accounts due to an increased cost of tipping fees which reflects the Consumer Price Index (CPI) and was passed on to the City, as allowed in the contract, by Republic Services (Southeast Landfill). This increase is based on a 1.21% CPI increase.

Curbside recycling will also be raised by 1.37% to reflect the CPI increase for residential accounts as well as businesses with service provided by way of a cart, that choose to have recycling.

Staff recommends approval.

R. Paul Streets
Sanitation and Stormwater Manager



February 19, 2016

Mr. William Janacek,
Director of Environmental Services
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Janacek,

On behalf of the Oklahoma City Landfill, LLC., I would like to thank you for the opportunity of disposing solid waste at our landfill. We take pride in the quality of service that our landfill offers to our valued customers. Our objective is to provide excellent landfill services to meet or exceed our customer's expectations. We want to accommodate our customer's every need for now and in the future.

With reference to our agreement for "Solid Waste Disposal at Oklahoma City Landfill, LLC." effective February 1, 2016, our solid waste disposal rate will increase by 1.21%. This increase is per our contract with Midwest City on rate adjustments to be increased or decreased by the CPI-W. We have calculated the decrease as per the specifications included in our contract and all documentation is attached for your review.

We appreciate your business for now and in the future. I am looking forward to a continued business relationship with the City of Midwest City. If you should have any questions or comments, please feel free to contact me at (405) 745-4284 ext. 126.

Sincerely,

A handwritten signature in blue ink, appearing to read "Crystal Griffis".

Crystal Griffis
Republic Services of Oklahoma City
Oklahoma City Landfill, LLC.

May 11, 2016

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110



Dear Mr. Streets:

On behalf of Republic Services I would like to thank you for the opportunity of managing the City of Midwest City's recycling needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste services.

With reference to our contract for municipal solid waste services, effective July 1st, the rates are to be increased to reflect changes in the cost of operations as indicated by fluctuations in the Consumer Price Index. Effective July 1, 2016, the new service rates will increase 1.37%. The attached exhibits are the new rates.

We appreciate your business and if you have any questions please feel free to contact me at (405) 317-9945.

Sincerely,

A handwritten signature in blue ink, appearing to read "Crystal Griffis". Below the signature, the name "Crystal Griffis" is printed in a light blue, sans-serif font.

Crystal Griffis
Municipal Services Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-27(a), RESIDENTIAL SERVICE FEES AND SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; 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 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees; special provisions for mobile home parks, is hereby amended to reads as follows:

(a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:

1. Single family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: Fourteen dollars and ten cents (\$14.10)~~Thirteen dollars and seventy-five cents (\$13.75)~~ per month for a 95-gallon refuse container or eleven dollars and eighty cents (\$11.80)~~eleven dollars and fifty cents (\$11.50)~~ per month for a 65-gallon refuse container.
2. Apartments complexes in excess of three units: eleven dollars and thirteen cents (\$11.13)~~11.00~~ per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
3. Mobile home parks: Fourteen dollars and ten cents (\$14.10)~~Thirteen dollars and seventy-five cents (\$13.75)~~ per month per mobile home space, based on the highest number of spaces that are occupied during the month.

SECTION 2. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-28, Business and commercial services fees, is hereby amended to reads as follows:

The minimum charge for commercial sanitation dumpster services per month shall be fifty-one dollars and sixty-two cents (\$51.62)~~51.00~~ per business, unless the Director has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be twenty-seven dollars and eighty-three fifty cents (\$27.835)~~50~~ without bi-weekly recycling or thirty dollars and seventy-seven cents (\$30.77)~~00~~ with bi-weekly recycling.

Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the Director and will be assessed the “shared fee” listed below regardless of how many businesses share the same dumpster.

Where the city furnishes a four-, six-, or eight-yard dumpster, or a “roll-out” container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
Cart		
1-Pickup per Week per cart	\$ <u>27.83</u> 27.50	Not allowed
1-Pickup per Week w/ Bi-weekly Recycling	\$ <u>30.77</u> 30.00	

4 - Yard Box

1-Pickup per Week	\$ <u>76.92</u> 76.00	\$ <u>38.46</u> 38.00
2-Pickups per Week	\$ <u>117.40</u> 116.00	\$ <u>58.70</u> 58.00
3-Pickups per Week	\$ <u>160.92</u> 159.00	\$ <u>79.96</u> 79.50
4-Pickups per Week	\$ <u>204.44</u> 202.00	\$ <u>102.22</u> 101.00
5-Pickups per Week	\$ <u>246.95</u> 244.00	\$ <u>123.48</u> 122.00
6-Pickups per Week	\$ <u>296.55</u> 293.00	\$ <u>148.27</u> 146.50
1-Pickup per Month	\$ <u>51.62</u> 51.00	\$ <u>25.81</u> 25.50
2-Pickups per Month	\$ <u>57.18</u> 56.50	\$ <u>28.59</u> 28.25

6 – Yard Box

1-Pickup per Week	\$ <u>95.14</u> 94.00	\$ <u>47.57</u> 47.00
2-Pickups per Week	\$ <u>147.77</u> 146.00	\$ <u>73.88</u> 73.00
3-Pickups per Week	\$ <u>198.37</u> 196.00	\$ <u>99.19</u> 98.00
4-Pickups per Week	\$ <u>248.98</u> 246.00	\$ <u>124.49</u> 123.00
5-Pickups per Week	\$ <u>301.61</u> 298.00	\$ <u>150.80</u> 149.00
6-Pickups per Week	\$ <u>362.33</u> 358.00	\$ <u>181.17</u> 179.00
1-Pickup per Month	\$ <u>64.27</u> 63.50	\$ <u>32.13</u> 31.75
2-Pickups per Month	\$ <u>70.85</u> 70.00	\$ <u>35.42</u> 35.00

8 – Yard Boxes

1-Pickup per Week	\$ <u>114.87</u> 113.50	\$ <u>57.454</u> 56.75
2-Pickups per Week	\$ <u>177.12</u> 175.00	\$ <u>88.56</u> 87.50
3-Pickups per Week	\$ <u>247.96</u> 245.00	\$ <u>123.98</u> 122.50
4-Pickups per Week	\$ <u>308.69</u> 305.00	\$ <u>154.35</u> 152.50
5-Pickups per Week	\$ <u>369.42</u> 365.00	\$ <u>184.714</u> 182.50
6-Pickups per Week	\$ <u>440.26</u> 435.00	\$ <u>5220.13</u> 217.50
1-Pickup per Month	\$ <u>80.97</u> 80.00	\$ <u>40.48</u> 40.00
2-Pickups per Month	\$ <u>91.09</u> 90.00	\$ <u>45.54</u> 45.00

Where additional (special) pickups are requested, a minimum fee of fifty dollars (\$50.00) will be charged per emptied dumpster. The Director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for

any reason held to be invalid, 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 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-27(a), RESIDENTIAL SERVICE FEES AND SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

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(a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:

1. Single family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: Fourteen dollars and ten cents (\$14.10) per month for a 95-gallon refuse container or eleven dollars and eighty cents (\$11.80) per month for a 65-gallon refuse container.
2. Apartments complexes in excess of three units: eleven dollars and thirteen cents (\$11.13) per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
3. Mobile home parks: Fourteen dollars and ten cents (\$14.10) per month per mobile home space, based on the highest number of spaces that are occupied during the month.

SECTION 2. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-28, Business and commercial services fees, is hereby amended to reads as follows:

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“shared fee” listed below regardless of how many businesses share the same dumpster.

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6-Pickups per Week	\$296.55	\$148.27
1-Pickup per Month	\$ 51.62	\$ 25.81
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6 – Yard Box		
1-Pickup per Week	\$ 95.14	\$ 47.57
2-Pickups per Week	\$147.77	\$ 73.88
3-Pickups per Week	\$198.37	\$ 99.19
4-Pickups per Week	\$248.98	\$124.49
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6-Pickups per Week	\$362.33	\$181.17
1-Pickup per Month	\$ 64.27	\$ 32.13
2-Pickups per Month	\$ 70.85	\$ 35.42
8 – Yard Boxes		
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2-Pickups per Week	\$177.12	\$ 88.56
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1-Pickup per Month	\$ 80.97	\$ 40.48
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Where additional (special) pickups are requested, a minimum fee of fifty dollars (\$50.00) will be charged per emptied dumpster. The Director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, 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



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: May 10, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; 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



FURTHER INFORMATION



MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: May 24, 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.

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.

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)~~ 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
4 sprinkler system.

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

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

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

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

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

23 (b) Any entity owning a building or structure used as a one-or two-family dwell-
24 ing, hospital, church, theater, hotel, motel, rooming house, dormitory, rest home or nursing
25 home, day care center, day nursery, convalescent auditorium or child care institution, existing
26 or constructed in the city, including "manufactured home" as that term is defined in ~~Section~~
27 ~~1102 of Title 47 of the Oklahoma Statutes~~, shall install and maintain in such building or
28 structure or individual units therein a smoke detector or heat detectors in accordance with the
29 nationally recognized codes, standards or practices adopted by the city to safeguard life and
30 property from the hazards of smoke and fire.

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

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

21
22 (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.

23
24 (d) No public street shall be obstructed. Use of a controlled access device will only be allowed for private streets and private parking lots.

25
26 (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.

27
28 (f) A turnaround lane, a minimum of fourteen (14) feet in clear width, shall be provided for vehicles unable to enter the gated area.

29
30 (g) Road spikes, barbs or other tire damaging devices shall not be allowed.

31
32 (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 currently adopted
21 International Fire Code are hereby adopted as if set out in length in this code, save and
22 except any portions which may hereinafter be deleted, modified or amended.

23 **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:

24 (a) This section shall apply to all new multifamily and commercial construction
25 and existing multifamily and commercial structures where the use group changes, the hazard
26 level increases or an outdated or noncompliant alarm and/or detection system exists. Only licensed 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. The city shall issue a permit to the contractor upon the city's approval of the plans.

30 (c) Final testing of the system shall be witnessed by the fire code official. The
31 contractor who installs the system shall post the fire code official's acceptance documentation
32 and the operating instructions at the alarm panel. The owner, manager, tenant or other re-
33
34
35

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

3 (d) A permit fee of fifty dollars (\$50.00) plus four dollar (\$4.00) state fee plus
4 two cents (\$0.02) ~~one cent (\$0.01)~~ per square foot of the structure shall be charged for all new
5 construction and for existing structures where more than fifty (50) percent of the alarm
6 and/or detection system is being modified. The permit fee for modification of less than fifty
7 (50) percent of an existing system shall be only the fifty dollars (\$50.00) and the four dollar
8 (\$4.00) state fee.

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

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

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

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

25 (b) Engineered plans and hydraulic calculations shall be provided to the appropri-
26 ate fire official prior to any work being performed as specified in subsection (a) of this sec-
27 tion.

28 (c) The Midwest City Emergency Operations Center and the appropriate fire offi-
29 cial's office must be notified prior to each yearly maintenance of any service being performed
30 on any sprinkler system. The licensed company or contractor shall fully explain the nature of
31 the work to be performed, estimated time of work and whether any portion(s) of any fire pro-
32 tection system will be inoperable during that time.

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

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

(f) All remodel construction projects that involve moving, relocating and/or add-
ing 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 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.

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~~ 8:00 a.m. and
sunset.

e. No traffic hazard is created.

- 1
- 2 (2) Fires purposely set for the instruction and training of firefighting personnel when authorized by the fire chief.
- 3
- 4 (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.
- 5
- 6 (4) Campfires and other fires used solely for recreational or ceremonial purposes, or for outdoor noncommercial preparation of food.
- 7
- 8 (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.
- 9
- 10 (6) The burning of combustible material in an open pit incinerator that is designed and operated for the control of smoke and particulate matter.
- 11
- 12 (7) The burning of hydrocarbons by atmospheric flares when no other means of disposal is practical.
- 13
- 14 (b) Neither petroleum-based products nor flammable liquids can be used to start the fire.
- 15
- 16 (c) The area in which the burn will be conducted must be inspected by the city prior to a permit being issued.
- 17

18 **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:

- 19 (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.
- 20
- 21
- 22 (b~~1~~) Open burning shall only be permitted with prior approval from the city, provided that all conditions specified in the permit are followed.
- 23
- 24 (c~~2~~) 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.
- 25
- 26
- 27 (d~~3~~) The location for open burning shall not be less than fifty (50) feet from any structure, 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 unless the fire is in an approved container in which case it may be conducted not less than fifteen (15) feet from a structure.
- 28
- 29
- 30
- 31 (e~~4~~) 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.
- 32
- 33
- 34 (f~~5~~) 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 twen-
- 35

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) 739-1388 ~~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
10 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 **SECTION 16.** EFFECTIVE DATE. This ordinance shall be in force and effect on and after August
18 1, 2016.

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

21 **SECTION 18.** SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for
22 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of
23 the ordinance.

24 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on
25 the _____ day of June, 2016.

26 THE CITY OF MIDWEST CITY, OKLAHOMA

27 _____
28 MATTHEW D. DUKES, II, Mayor

29 ATTEST:

30 _____
31 SARA HANCOCK, City Clerk

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

33 _____
34 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" 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 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
3 connections, is hereby amended to read as follows:

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 red. Private
16 hydrants located on or near a public street shall be painted yellow. All hydrants installed for
17 the sole purpose of serving as a "blow-off" for the utilities department shall be painted the
18 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
23 to read as follows:

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

26 (b) 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 (c) 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.

(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 (e) 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
4 sprinkler system.

5 (f) Structures that exceed the fire department's minimum fire flow capability shall
6 be protected throughout by an automatic fire sprinkler system.

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

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

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

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

23 (b) Any entity owning a building or structure used as a one-or two-family dwell-
24 ing, hospital, church, theater, hotel, motel, rooming house, dormitory, rest home or nursing
25 home, day care center, day nursery, convalescent auditorium or child care institution, existing
26 or constructed in the city, including "manufactured home" as that term is defined in the Ok-
27 lahoma Statutes, shall install and maintain in such building or structure or individual units
28 therein a smoke detector or heat detectors in accordance with the nationally recognized
29 codes, standards or practices adopted by the city to safeguard life and property from the haz-
30 ards of smoke and fire.

31 (c) Any entity that leases or rents any residential property shall explain to the les-
32 see or tenant the method of testing the smoke detector to ensure that it is working properly.
33 Thereafter, the responsibility for checking a smoke detector to determine whether such detec-
34 tor is working properly is the occupant's.

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

1
2 (g) In a dwelling that is occupied by an individual who is deaf or hearing im-
3 paired the owner shall, upon written request by or on behalf of such individual, provide and
4 install a smoke detector with a light signal sufficient to warn the deaf or hearing-impaired in-
5 dividual of the danger of fire.

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

8 (i) Any person who violates any provision of this section, including any person
9 who tampers with, removes, destroys, disconnects or removes power from any installed
10 smoke detector, except in the course of inspection, maintenance or replacement of the detec-
11 tor, upon conviction, is guilty of a misdemeanor and may be fined not less than fifty dollars
12 (\$50.00) nor more than one hundred dollars (\$100.00), plus costs.

13 **SECTION 6.** The Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Arti-
14 cle II, In General, Division 1, Generally, Section 15-26, Access and operational standards for con-
15 trolled access gates and gated subdivisions, is hereby amended to read as follows:

16 (a) Definitions.

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

23 (2) Emergency rapid access devices shall be defined as rapid access key
24 boxes, keyed switches and keyed padlocks and other UL listed devic-
25 es approved by the appropriate fire official designed to gain access to
26 a gated community in an emergency.

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

29 (b) All new and existing gated communities shall install and maintain emergency
30 rapid access devices.

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

35 (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.

(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 (f) 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 proof of general liability insurance in the
10 amount of at least \$1,000,000. Every such display shall be accomplished by a competent op-
11 erator approved by the appropriate fire official and shall be of such composition and charac-
12 ter, and so located, discharged or fired, in the opinion of the appropriate fire official, after
13 proper inspection, that it shall not be unduly hazardous to property or endanger any person.

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

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

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

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

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

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

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

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

3 (f) The authority to recover costs under this section shall not include actual fire
4 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 The 2009 International Fire Code is hereby amended by repealing:

8 Section 105.6 "Required operational permits", except for the following provisions
9 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, Arti-
18 cle III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-
61, Adopted, is hereby amended to read as follows:

19 The editions of the NFPA National Fire Codes referenced by the currently adopted
20 International Fire Code are hereby adopted as if set out in length in this code, save and
21 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, Arti-
23 cle 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:

24 (a) This section shall apply to all new multifamily and commercial construction
25 and existing multifamily and commercial structures where the use group changes, the hazard
26 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.
The city shall issue a permit to the contractor upon the city's approval of the plans.

30 (c) Final testing of the system shall be witnessed by the fire code official. The
31 contractor who installs the system shall post the fire code official's acceptance documentation
32 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 shall not be less than fifty (50) feet from any
23 structure, overhanging wires or trees. Precautions shall be made to prevent the fire from
24 spreading to within fifty (50) feet of any structure, overhanging wires or trees unless the fire
25 is in an approved container in which case it may be conducted not less than fifteen (15) feet
26 from a structure.

27 (e) A bonfire shall not be conducted less than fifty (50) feet from any structure or
28 combustible material unless the fire is contained in a barbecue pit. Conditions that could
29 cause a fire to spread to within fifty (50) feet of a structure shall be eliminated prior to igni-
30 tion.

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

Notice of regular Midwest City Planning Commission meetings in 2016 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2015 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

May 3, 2016 - 7:00 p.m.

This regularly scheduled meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 3, 2016 at 7:00 p.m., with the following members present:

Commissioners present: Floyd Wicker, Chairman
 Stan Greil
 Dean Hinton
 Jess Huskey
 Russell Smith
 Jay Dee Collins

Commissioners absent: Turner Mann

Staff present: Billy Harless, Community Development Director
 Kellie Gilles, Current Planning Manager
 Patrick Menefee, City Engineer
 Christine Allison, Associate Current Planner

The meeting was called to order by Chairman Wicker at 7:01 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Greil, to approve the minutes of the March 1, 2016 Planning Commission meeting as presented. Voting aye: Wicker, Greil, Hinton, Huskey, Smith and Collins. Nay: none. Absent: Hinton. Motion carried.

*Commissioner Hinton arrived at 7:03 p.m.

2. A motion was made by Huskey, seconded by Greil, to approve the minutes of the April 5, 2016 Planning Commission meeting with the addition that the applicant withdrew his application and, therefore, there were no items to be considered at the meeting.

B. NEW MATTERS:

- 1 (PC-1869) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to C-4, General Commercial, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as Lots 10-13 of Block 3 in the Kanaly's NE 23rd Street Addition.**

Staff members presented a brief overview of this item. The owner/applicant, Akbar Ghoreyan, 9200 NE 23rd Street, was present. There was general discussion about this item. A motion was made by Smith, seconded by Collins, to recommend approval of this item subject to staff comments as noted in PC-1868. Voting aye: Wicker, Huskey, Smith, Collins, Greil and Hinton. Nay: None. Absent: Mann. Motion carried.

- 2 (PC-1870) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-MH-2, Manufactured Home Park District, to R-2F, Two Family Attached Residential, and a resolution to amend the Comprehensive Plan from MH, Manufactured Home to Medium Density Residential for the property described as a part of the SW/4 of Section 8, T-11-N, R-1-W, located at 11004 SE 28th Street.**

Staff members presented a brief overview of this item. Randy Hill, 510 Colcord Drive, was present to represent the applicants and owner. There was general discussion about this item. Gary Walker, 11151 SE 29th Street, was present and expressed concerns about traffic, road conditions and noise. Wicker confirmed with staff that half street improvements along SE 28th Street will be required with the plan. BJ Christopher, 709 Koba, Yukon, was also present. She and her brother own the property abutting the area of request to the east. Ms. Christopher shared Mr. Walker's concerns but is happy to see improvements coming to the area of request. Todd Wiley, the applicant, 12525 SE 69th Street, Oklahoma City, was present. He stated that he intends for the development to have access only from SE 28th Street, that the development will be gated, each unit is proposed to be at least 1400 square feet and have 2-car garages. His target market is Tinker AFB employees and seniors. A motion was made by Smith, seconded by Hinton, to recommend approval of this item subject to staff comments as noted in PC-1868. Voting aye: Wicker, Huskey, Smith, Collins, Greil and Hinton. Nay: None. Absent: Mann. Motion carried.

C. COMMISSION DISCUSSION: Commissioner Greil asked staff to check the wording on the agendas. Commissioner Hinton asked about the probability of tiny homes in Midwest City. There was general discussion among the Commission.

D. PUBLIC DISCUSSION: No one appeared before the Commission during this portion of the agenda.

E. FURTHER INFORMATION: There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by Smith, seconded by Collins. Voting aye: Wicker, Huskey, Smith, Collins, Greil and Hinton. Nay: None. Absent: Mann. Motion carried.

The meeting adjourned at 7:43 p.m.

Floyd Wicker, Chairman
(KG)



MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA
Midwest City Council Chambers, 100 N. Midwest Boulevard

May 24, 2016 - 7:01 PM

- 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 May 10, 2016, as submitted. (Secretary - S. Hancock)

 - 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending April 30, 2016. (City Manager - T. Lyon).

 - 3. Discussion and consideration of declaring vehicle 42-02-02, a 1996 Chevrolet 1500 pickup, VIN 1GCEC14RXTZ197108, surplus and authorizing its disposal by sealed bid or auction. (City Manager - T. Lyon)

- 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**

May 10, 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, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:31 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for May 10, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:32 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**

May 10, 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, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 7:25 p.m.

Consent Agenda. Motion was made by McClure, seconded by Dawkins, to approve the consent agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of April 26, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2015-2016, increase: Sanitation Fund, revenue/Charges for Services (00) \$390,354; expenses/Transfers Out (41) \$390,354.

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 Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:26 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: May 24, 2016

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending April 30, 2016.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2015-2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553		
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390		
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968		
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575		
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092		
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893		
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193		
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504		
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461		
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497		
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775		
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)		

Key Indicators												
Hotel Room Revenue	237,624	303,370	238,484	261,573	247,784	130,269	167,169	240,719	288,416	285,579		
Food and Banquet Revenue	152,583	215,499	194,501	300,137	188,236	148,485	131,994	194,679	212,364	267,474		

Fiscal Year 2014-2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenue												
Budgeted (MTD)	511,446	542,630	475,331	553,313	501,325	400,218	403,812	523,717	681,650	607,856	619,911	676,294
Actual (MTD)	470,372	524,186	429,186	589,573	468,516	365,039	372,991	494,170	522,082	621,442	500,863	359,961
Budgeted (YTD)	511,446	1,054,076	1,529,607	2,082,920	2,726,550	3,126,768	3,530,580	4,054,297	4,735,947	5,343,803	5,963,714	6,640,008
Actual (YTD)	470,372	994,558	1,423,743	2,013,317	2,481,832	2,846,871	3,219,862	3,675,468	4,197,550	4,818,992	5,319,855	5,679,816
Expenses												
Budgeted (MTD)	498,201	515,509	482,411	518,740	499,060	475,321	467,058	494,170	565,110	545,860	542,785	559,980
Actual (MTD)	481,222	496,660	484,921	546,148	466,838	471,665	479,316	487,208	506,924	563,705	506,376	467,951
Budgeted (YTD)	498,201	1,013,710	1,496,121	2,014,861	2,575,082	3,050,403	3,517,461	4,011,631	4,576,741	5,122,601	5,665,386	6,225,366
Actual (YTD)	481,222	977,882	1,462,804	2,008,952	2,475,790	2,947,455	3,426,771	3,918,980	4,425,904	4,989,609	5,495,986	5,963,936
Revenue vs. Expenses												
Budgeted (MTD)	13,245	27,121	(6,880)	34,573	2,184	(75,103)	(63,246)	29,547	116,540	61,996	77,126	116,314
Actual (MTD)	(10,850)	27,525	(55,736)	43,425	1,678	(106,626)	(106,325)	(36,602)	15,157	57,737	(5,513)	(107,990)
Budgeted (YTD)	13,245	40,366	33,486	68,059	151,468	76,365	13,119	42,666	159,206	221,202	298,328	414,642
Actual (YTD)	(10,850)	16,675	(39,060)	4,364	6,042	(100,584)	(206,909)	(243,511)	(228,354)	(170,617)	(176,130)	(284,120)



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: May 24, 2016

SUBJECT: Discussion and consideration of declaring vehicle 42-02-02, a 1996 Chevrolet 1500 pickup, VIN 1GCEC14RXTZ197108, surplus and authorizing its disposal by sealed bid or auction.

This 1996 Chevrolet 1500 pickup was involved in an accident on Midwest Boulevard. The mileage on the vehicle is in excess of 200,000 and the overall condition prior to the accident was very poor. The extent of the damage to the vehicle along with the general condition negates the feasibility of repair.

Staff recommends this item be declared surplus and be disposed by sealed bid or auction.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

May 24, 2016 - 7:02 PM

- 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 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 May 10, 2016; and the special meeting of May 11, 2016, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2016-17. (Hospital Authority - G. Henson)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Hospital Authority - 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**

May 10, 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, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:32 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for May 10, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:33 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**

May 10, 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, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Chairman Dukes called the meeting to order at 7:26 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by McClure, to approve the consent agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting April 26, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2015-2016, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$452,027.

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

Discussion Items.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed or taken on this item.

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 Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:28 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special Midwest City Memorial Hospital Authority meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting 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 MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY SPECIAL MEETING**

May 11, 2016 - 11:30 a.m.

This meeting was held in the Midwest City Council conference room, second floor, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Daniel McClure Jr. Chairman Dukes called the meeting to order at 11:43 a.m.

Discussion Items.

1. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending March 31, 2016 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Jim Garrels, president of Fiduciary Capital Advisors, briefed the trustees on the Investment Performance Review. Motion was made by Dawkins, seconded by Allen, to accept the Review. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: McClure. Motion carried.

2. **Discussion and consideration of revisions to the Midwest City Memorial Hospital Authority Fund Statement of Investment Policy, Guidelines and Objectives.** Motion was made by Dawkins, seconded by Allen, to revise the referenced portions of Sections V. and VI. of the Asset Allocation Ranges and Performance Objectives in the Fund Statement of Investment Policy, Guidelines and Objectives to read as follows per the recommendations of Jim Garrels:

V. PORTFOLIO ASSET ALLOCATION GUIDELINES

A. Asset Allocation Ranges

The Board has adopted the asset allocation policy shown below for the Fund assets. Target percentages have been determined for each asset class along with allocation ranges. It is the intent to rebalance the assets back to target allocations when the allocations fall outside the minimum and maximum ranges. Percentage allocations are intended to serve as guidelines. The Board will not be required to remain strictly within the designated ranges when market conditions or an investment transition (asset class or manager) may require an interim investment strategy, and therefore a temporary imbalance in asset mix.

Asset Allocation

	Minimum	Target	Maximum
Equities*			
Domestic	20%	70%	85%
Fixed Income**	2.5%	30%	80%
Real Estate	0.0%	0%	20%
Cash Equivalents	0.0%	0%	36%

*Equity and fixed includes passive portions (60% of the 70% in domestic equity, 50% of the 10% in international equity, and 60% of the 30% in fixed income).

**Includes bonds, cash, and cash equivalents. Should the asset mix of the Fund vary from The Board's policy \pm 5% at the end of any fiscal quarter due to market fluctuations the asset mix shall be rebalanced either by the direction of cash flow and/or shifting of assets.

Fixed

Approximately 60% of the fixed income portfolio will be passively managed utilizing an index fund which will strive to replicate the return of the Barclays Capital Aggregate Bond Index, with the remainder actively managed.

VI. PERFORMANCE OBJECTIVES

The Fund's total return will be expected to provide equal or superior results, using a three to five year moving average, relative to the following benchmarks:

1. An absolute return objective of the Consumer Price Index plus 4% compounded annually.
2. An income return sufficient to meet any disbursement requirement as stipulated by the Board.
3. A return exceeding the 90 Day U.S. Treasury Bill rate (risk-free rate).
4. Domestic equity fund returns which exceed the S&P 500 Stock Index return by 1% (100 basis points), per year and fixed income returns which exceed Barclays Capital Aggregate Bond Index by ½% per year (50 basis points).
5. Stock and bond returns which fall into the top 25% of the Consultant's Universe* (or other representative universe approved by The Board) of common stock and bond funds (referred to as equity and fixed income by Consultant's), with some consistency.
6. Passive domestic returns which replicate the return of the Standard and Poor's 500 Stock Index, passive fixed returns which replicate the return of the

Barclays Capital Aggregate Bond Index. The Board may elect to utilize other types of index funds, in which case the same standard will apply.

*The FCA universe currently consists of data on several thousand mutual funds provided by Morningstar, Inc., which is screened for conformity to the portfolio characteristics described in this statement (P.E., dividend yield, etc).

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

Adjournment. There being no further business, motion was made by Reed, seconded by Dawkins, to adjourn. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: McClure. Motion carried. The meeting adjourned at 1:07 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 Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Pam Hall
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 24, 2016

SUBJECT: Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2016-17.

Staff recommends approval.

J. Guy Henson
General Manager/Administrator

Attachment

LEASE AGREEMENT

This Lease is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust ("Lessor"), and Independent School District No. 52 of Oklahoma County, Oklahoma ("Lessee").

WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

Christie Heights Subdivision Block: 000 Lot: 021, Midwest City, Oklahoma
County, Oklahoma, with a street address of 1730 Center Drive.

including the 7,752 square foot building and appurtenant parking lot, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as an educational facility. Lessee taking possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties prior to entry.

1. Term of Lease. The term of this Lease shall be for one year beginning on July 1, 2015. Lessee may request to renew this Lease for one additional one-year term provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not it intends to renew this Lease.
2. Rent. Rent shall commence on July 1, 2016. The annual rent that Lessee shall pay to Lessor for the term of this Lease shall be the sum of sixty-two thousand, sixteen and 00/100 dollars (\$62,016.00) payable to Lessor in equal monthly installments of five thousand, one hundred, sixty-eight and 00/100 dollars (\$5,168.00) in advance on the first day of each calendar month throughout the term.
3. Security Deposit. Lessee previously deposited with Lessor the sum of \$5,168.00 as a security deposit (the "Security Deposit"). Such Security Deposit will be held by Lessor throughout the Lease Term, without liability for interest, as security for the performance by Lessee of all Lessee's obligations under this Lease. Lessor may, from time to time, without prejudice to any other remedy, use any portion of the Security Deposit to satisfy any obligation of Lessee under this Lease. Following any such application, Lessee will pay to Lessor, on demand, the amount so applied and restore the Security Deposit to its original amount. The Security Deposit is not an advance payment of Rent or a measure of Lessor's damages for any default by Lessee. If Lessee is not in default at the end of the Lease Term, the balance of the Security Deposit remaining after any such application will be returned by Lessor to Lessee. If Lessor transfers Lessor's interest in the Leased Premises during the Lease Term, Lessor may assign the Security Deposit to Lessor's transferee and thereafter Lessor will have no further liability with respect to such Security Deposit.
4. Parking lot. Lessor agrees to furnish as a part of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.

5. Utilities. During the term of this Lease, Lessee shall be responsible for arranging and paying for all utility services required or appropriate at the Leased Premises.
6. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 7,752 square foot building that is a part of the Leased Premises including, but not limited to, the foundation, walls, roof, sewer and water service lines, sidewalks and exterior painting, landscaping and exterior sprinkler system, and all plumbing, electrical and gas installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of all plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.
7. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at its own expense on a quarterly basis, proof of which it shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.
8. Improvements; fixtures. During the term, Lessee will not make or allow to be made any alterations, additions, or improvements to or of the Leased Premises or any part of the Leased Premises, or attach any fixtures or equipment to the Leased Premises, without first obtaining Lessor's written consent in each instance. All such alterations, additions, or improvements consented to by Lessor, and capital improvements that are required to be made to the Leased Premises, as a result of the nature of Lessee's use of the Leased Premises will be performed by contractors approved by Lessor and subject to conditions specified by Lessor (which may include requiring the posting of a mechanic's or materialmen's lien bond). All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.
9. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as an educational facility. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the

confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

10. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged portion of the Leased Premises in as good condition as prior to such casualty in which case this Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.
11. Indemnity; insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, its employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises in accordance with the Governmental Tort Claims Act limits of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence; \$125,000 to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence; \$1,000,000 for any number of claims arising out of a single occurrence or accident, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.
12. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.
13. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: City Clerk

or to Lessee at:
1730 Center Drive
Midwest City, Oklahoma 73110-2809

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

14. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

15. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease.

MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY,
a public trust ("Lessor")

MATTHEW D. DUKES II, Chairman

ATTEST:

SARA HANCOCK, Secretary

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

KATHERINE BOLLES, City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 52
OF OKLAHOMA COUNTY, OKLAHOMA
("Lessee")

DAVID BIBENS, President



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
Pam Hall
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: May 24, 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

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Pam Dimski
Pam Hall
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 10, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; 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